

# TOWER LICENSE AGREEMENT

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THIS TOWER LICENSE AGREEMENT (this “**Agreement**”) is made as of [DATE], 2025, by and between Gray Local Media, Inc. dba KCTV (“**Gray**”), which owns and operates the communications or broadcast tower (the “**Tower**”) located at the Tower Site identified below, and **Licensee** (as defined below). Gray and Licensee agree as follows:

## LICENSE SUMMARY

**LICENSEE:** City of Kansas City is a municipal corporation formed under the laws of the State of Missouri.

**SITE NAME:** The **Site Name** is KCTV Transmission Tower

**TOWER SITE:** The **Tower Site** is certain real property owned, leased, subleased, licensed or managed by Gray on which the Tower is located, with an address of 129 E 31st Street, Kansas City, Missouri 64111 and geographic coordinates (NAD 1983) of 39°4’14.4” North latitude and 94°34’57.5” West longitude (FCC ASR 1005811).

**TERM:** This Agreement will be in effect for a period of ten (10) years beginning on [DATE] (the “**Commencement Date**”) and ending on [DATE] (the “**Expiration Date**”) (the “**Initial Term**”), unless extended for up to three (3) renewal period(s) of five (5) years each pursuant to Section 3 below (each, a “**Renewal Term**”), or unless terminated for convenience by Licensee or otherwise in accordance with this Agreement. “Term” includes the Initial Term and any Renewal Term. Licensee’s right to terminate for convenience may be exercised after the first twenty-four (24) months of the Term and only upon six (6) months’ written notice to Gray.

**LICENSE FEE:** There is no License Fee under this Agreement.

**UTILITIES:** Licensee, at its sole expense, shall pay all utilities for the operation of Licensee’s Equipment. Licensee is responsible for having a separate meter installed and paying all costs associated with such installation.

**SITE INSPECTION FEE:** Licensee shall have a structural analysis conducted on the Tower and shall pay the costs thereof in accordance with section 5 of Exhibit B.

In consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, Gray grants to Licensee a non-exclusive license to install, maintain, repair and operate its Equipment at the Premises, to have and to hold the same for the Term hereof, all subject to the terms and conditions set forth herein, including Exhibit A and Exhibit B, both of which are a part of this Agreement for all purposes and may not be modified without the prior written consent of each party hereto.

**GRAY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **NOTICES**

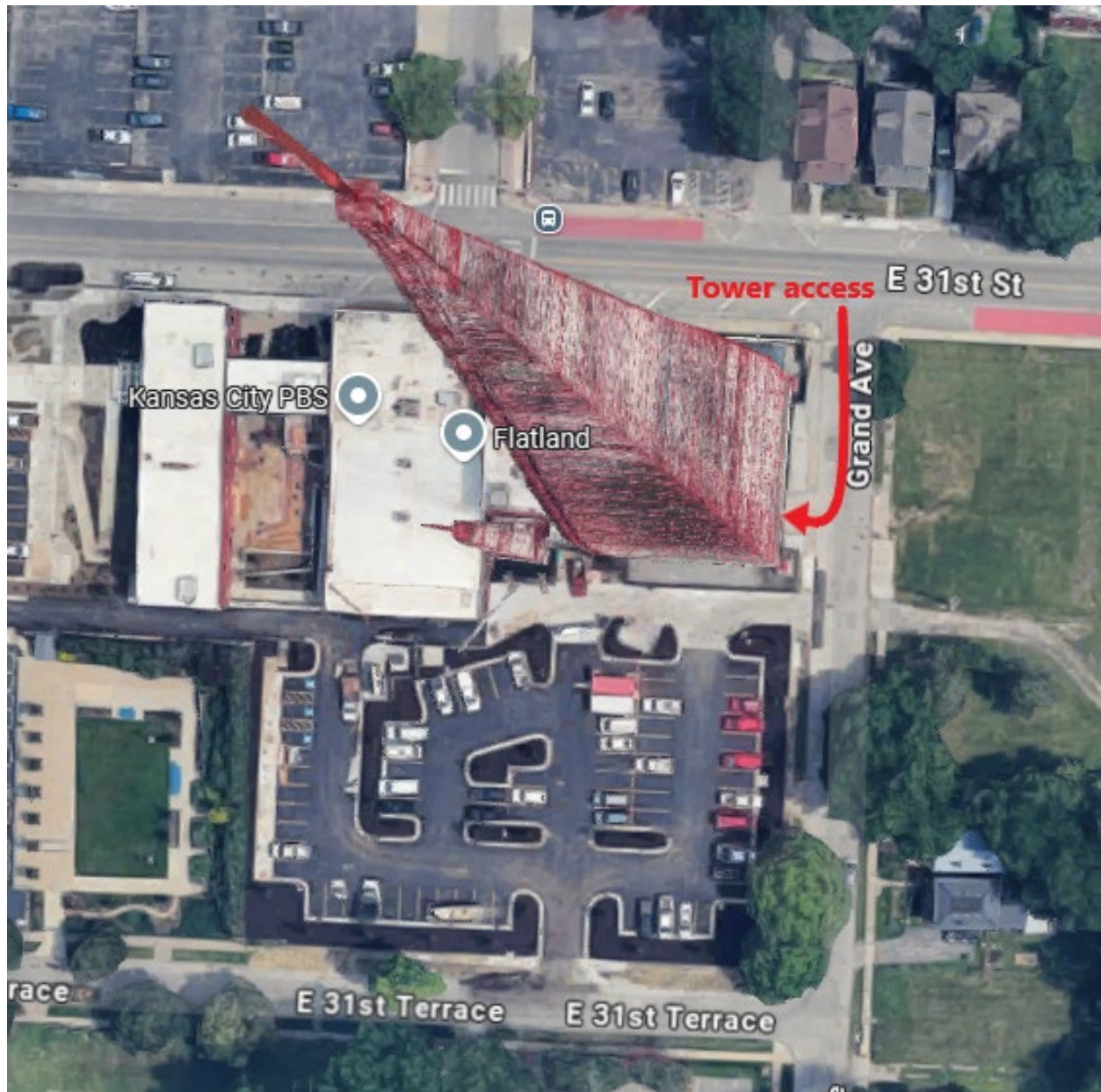
	<b>GRAY</b>	<b>LICENSEE</b>
	<b>Legal Notices Pertaining to this Agreement</b>	
<b>COMPANY</b>	Gray Local Media, Inc.	
<b>ADDRESS</b>	4500 Shawnee Mission Parkway	
<b>CITY, STATE, ZIP</b>	Fairway, Kansas 66205	
<b>CONTACT NAME</b>	General Manager	
<b>CONTACT PHONE</b>		
<b>WITH COPY SENT VIA EMAIL</b>	<a href="mailto:Legalnotices@graymedia.com">Legalnotices@graymedia.com</a>	
	<b>Local/Emergency Contact Information</b>	
<b>CONTACT NAME</b>	Mike Sulzman (Chief Engineer)	
<b>CONTACT PHONE</b>	913-677-7175	
	<b>Billing and Payments Contact Information</b>	
<b>COMPANY</b>	Gray Local Media, Inc.	
<b>ADDRESS</b>	Shared Services Office 1801 Halstead Blvd	
<b>CITY, STATE, ZIP</b>	Tallahassee, FL 32309	
<b>CONTACT NAME</b>		
<b>CONTACT PHONE</b>		

### **PREMISES**

<b>DESCRIPTION OF PREMISES INCLUDING DESCRIPTION AND SQUARE FOOTAGE OF GROUND SPACE (IF ANY)</b>	The Tower. (Precise location of the Equipment on the Tower will be determined in consultation with Licensee and PCI.)
<b>DESCRIPTION OF LICENSEE'S EQUIPMENT</b>	Decorative lights, mounting equipment, and equipment used to operate the lights

**See Following Page for Depiction Of Tower And Tower Site**

**EXHIBIT A**  
(continued)



## **EXHIBIT B**

### **STANDARD TERMS AND CONDITIONS**

1. **Additional Definitions.** All capitalized terms used throughout this Agreement have the following definitions.

(a) **AM Detuning Study:** A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.

(b) **Applicable Law(s):** All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over the Tower Site and/or Premises or affecting the rights and obligations of Gray or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

(c) **Claims:** Demands, claims, suits, actions, proceedings or investigations brought against a person by an unrelated or unaffiliated party, and all debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

(d) **Equipment:** The communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Premises, as depicted and/or listed on Exhibit A.

(e) **FCC:** The United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

(f) **FCC Rules and Regulations:** All of the applicable rules, regulations, public guidance, written policies and decisions issued by the FCC.

(g) **Ground Space:** The portion of the Tower Site licensed for use by Licensee to locate a portion of the Equipment thereon, in the square footage amount depicted on Exhibit A. In no event will the Ground Space include the air space or rights above the Equipment located in the Ground Space.

(h) **Hazardous Materials:** Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant, or contaminant subject to reporting, investigation, or remediation pursuant to Applicable Laws; any substance which is or becomes regulated by any federal, state, or local governmental authority; and any oil, petroleum products, and their by-products.

(i) **Interference:** Interference includes (i) any performance degradation, misinterpretation, or loss of information to a telecommunications system caused by unwanted energy emissions, radiations, or inductions; (ii) any condition that constitutes "interference" within the meaning of the provisions of the recommended practices of the Electronics Industry Association, or any other successor association established for the same purpose, and/or FCC Rules and Regulations then in effect, or (iii) a material impairment of the quality of either the transmitted or received signals of a broadcasting activity of any Tenant on the Tower in a material portion of the broadcast service area of such activity, as compared to that which were obtained prior to Licensee's commencement of or alteration to their operations from the Tower.

- (j) **Intermodulation Study:** A study to determine whether an Interference problem may arise.
- (k) **Permitted Use:** Subject to compliance with the other terms and conditions of this Agreement, the installation, removal, replacement, modification, repair, and operation of the Equipment in accordance with Applicable Laws.
- (l) **Premises:** Location of the Equipment on the Tower and the Ground Space as more specifically described on Exhibit A.
- (m) **Prime Lease:** The lease(s), sublease(s) or other prior agreement(s) or instrument(s) (e.g., deed) from which Gray derives its rights in the Tower Site and/or which contain(s) restrictions on use of the Tower Site, as described in Section 28 below.
- (n) **Priority Users:** Any licensed user of the Tower Site that holds a priority position in relationship to Licensee for protection from Interference, as determined in Section 7, which status is subject to change as set forth herein.
- (o) **Subsequent Users:** Any user of the Tower Site that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in Section 7, which status is subject to change as set forth herein.
- (p) **Tenant:** Any other user, licensee, lessee, occupant, or broadcaster now or hereafter on the Tower or Tower Site and including, where the context applies, Licensee.
- (q) **Work:** Any work performed on the Tower Site by or on behalf of Licensee, including installations, improvements, modifications, enhancements, replacements, or additions to the Equipment.
2. **Use.** The Premises may be used by Licensee for the Permitted Use and no other use. Gray will cooperate with Licensee in obtaining, at Licensee's expense, all licenses and permits required for Licensee's use of the Premises. Gray reserves the right to move Licensee's Equipment to comparable space on the Tower at Gray's expense so long as the same does not interfere with Licensee's rights under this Agreement. Licensee shall comply with all Applicable Laws in connection with the installation, maintenance, use, and operation of the Equipment and Licensee's use of the Premises and Tower Site. Licensee shall at all times keep the Equipment and Premises in good and safe condition, order, and repair. Other than the rights of a licensee to use the Premises and Tower Site as described in this Agreement, Licensee obtains no rights, title, or interest in the Premises or Tower Site under this Agreement.
3. **Renewal Terms.** Unless Licensee is in default after the expiration of any applicable notice and cure period, Licensee will have the right to extend this Agreement for the Renewal Terms. To exercise Licensee's right to renew, Gray must receive a written renewal notice from Licensee no less than 180 days prior to the end of the Initial Term or the then-current Renewal Term, as applicable. Each Renewal Term is subject to the same terms and conditions as set forth in this Agreement, except the License Fee will increase as provided in the License Summary.
4. **License Fee.**
- (a) Beginning on the Commencement Date and continuing monthly throughout the Term, Licensee shall pay Gray the License Fee and the Utility Fee (if any), plus applicable taxes (if any), payable on the first day of each month in advance to Gray at Gray's billing address specified in Exhibit A. Each payment must identify the Site Name. Licensee shall not have any right of setoff, refund, or placement in escrow for any reason or purpose, except as expressly set forth herein with regard to the License Fee.

(b) Upon execution of this Agreement, Licensee shall deliver to Gray all other fees, if any, identified in the License Summary, including without limitation, the Connection Fee, Site Inspection Fee, and Equipment Install Fee.

(c) If Licensee fails to pay any amounts within five business days of when due, such amounts will bear interest at the lesser of (i) five percent per annum or (ii) the maximum rate permitted under state or federal law. Licensee is responsible for, and shall pay all charges related to, utility services necessary to service the Equipment. Licensee shall pay all taxes and other fees or charges attributable to the Premises licensed by Licensee, including any increase in real property taxes assessed on the Tower Site if directly or solely attributable to the Equipment (or any other improvements placed by Licensee on the Tower Site). Licensee acknowledges that some states may require Gray to collect a lease or rental tax from Licensee, and Licensee shall pay Gray any such taxes attributable to the License Fee.

5. **Work.** Licensee shall not perform any Work without the prior written approval of Gray, which will not be unreasonably withheld so long as such Work does not cause Interference with any Tenant's use of the Tower and so long as the weight and load levels of the Tower are not increased as a result thereof. All Work must comply with plans approved by Gray and with all Applicable Laws and must be performed by contractors whom Gray has approved in writing. Licensee shall ensure that the Work does not interfere or cause Interference with communications systems, equipment and operations of Priority Users on the Tower Site. Gray reserves the right, in its sole discretion, to forbid any person or company to climb any tower structure Gray owns or leases. Licensee shall pay all invoices of labor and materialmen in a timely manner to prevent the imposition of any liens on Gray's property or Licensee's property located on the Tower Site. Licensee shall not install or cause to be installed any additional utilities without the prior consent of Gray, which consent will not be unreasonably withheld. Gray may require a structural analysis, AM Detuning Study and/or an Intermodulation Study in connection with any proposed Work, with such requirement delivered to Licensee simultaneously with Gray's approval of Licensee's Work, and Licensee will be liable for the cost thereof. If the structural analysis reveals the Equipment cannot safely be installed on the Tower, this Agreement will automatically terminate without further obligation on either party's part. Upon completion of any Work, Licensee shall submit written evidence satisfactory to Gray confirming that the modifications or improvements were performed in precisely the manner approved by Gray, without any change whatsoever, unless said change had the prior written approval of Gray.

6. **Access.** Only Licensee's authorized engineers, employees, or properly authorized contractors, subcontractors, and agents of Licensee, approved in advance by Gray or FCC Inspectors, will be permitted to enter the Tower Site. Licensee shall submit to Gray the names of Licensee's service technicians who shall constitute authorized engineers, employees, contractors, subcontractors, or agents of Licensee, but such individuals must not enter the Tower Site until Gray provides written approval of entry. To further facilitate security and safety procedures, Licensee shall update its list of authorized personnel as such updating may be required. Licensee understands that its authorized technicians will observe all reasonable security and safety procedures, now or in the future placed in effect, by Gray. Such procedures may include, but are not limited to, any sign-in/sign-out log that may be required by Gray.

7. **Interference.**

(a) **General.** Licensee shall cooperate to the fullest extent with any Tenant and Gray, so as to anticipate and prevent any Interference of any and all Tenants whose equipment was installed on the Tower prior to the day that Licensee installs its Equipment on the Tower. In addition to the foregoing, in no event will Licensee's use of the Tower Site or operation of any Equipment, be conducted in a manner that causes Interference with Gray's lighting system. If Gray, in its sole discretion, determines that Licensee's use of the Equipment results in Interference, Gray shall notify Licensee, and Licensee shall immediately cease

operations. Licensee is solely responsible to reimburse Gray for any damages resulting from said Interference.

(b) Information. Licensee shall cooperate with Gray and with Tenants for purposes of avoiding Interference and/or investigating claims of Interference. Within ten days of Gray's request, Licensee shall provide Gray a list of Licensee's transmit and receive frequencies and Equipment specifications necessary to resolve or investigate claims of Interference.

(c) Priority. Subject to FCC Rules and Regulations and other Applicable Law, the parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Tenants has been based on the priority of occupancy of each user of the Tower or Tower Site, which occupancy has been based on the order of submittal to Gray of its collocation application or full execution of a license agreement. Licensee acknowledges and agrees that if Licensee replaces its Equipment or alters the frequency of the Equipment to a frequency range other than as described on Exhibit A, Licensee will lose its priority position for protection from Interference regarding Equipment operating at the new frequency in its relationship to Tenants that occupy the Tower or Tower Site as of the date Licensee replaces its Equipment or alters its frequency, consistent with this Section.

(d) Interference to Licensee's Operations. If Licensee experiences Interference caused by Subsequent Users, Licensee shall notify Gray in writing of such Interference, and Gray shall cause the party responsible for the Interference to immediately take all steps necessary to determine the cause of and eliminate such Interference. If the Interference continues for a period exceeding seventy-two hours following such notification, Gray shall use commercially reasonable efforts to cause the Subsequent User to reduce power or cease operations until such time as such Subsequent User can make repairs to the equipment causing such Interference.

(e) Interference by Licensee. Notwithstanding any prior approval by Gray of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause interference to Gray or other Priority Users of the Tower Site. If Licensee is notified in writing that its operations are causing Interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such Interference. If the Interference continues for a period exceeding seventy-two hours following such notification, Gray shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. If Licensee fails to promptly take such action, then Gray shall have the right to terminate the operation of the Equipment causing such Interference, at Licensee's cost, and without liability to Licensee for any inconvenience, disturbance, loss of business, or other damage as the result of such actions. To the extent allowable by law and subject to appropriation, Licensee shall indemnify and hold Gray and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims, and liability that result from Interference to Priority Users caused by Licensee's Equipment. Gray shall require the inclusion of a similar provision in any license for all Subsequent Users.

8. **FCC Requirements Regarding Interference.** Nothing herein will prejudice, limit, or impair Licensee's rights under Applicable Law, including, but not limited to FCC Rules and Regulations, to redress any Interference independently of the terms of this Section. Notwithstanding anything herein to the contrary, the provisions set forth in this Section will be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees in the deployment of their frequencies and the operation of the Equipment. If Licensee deploys its frequencies or operates the Equipment in a manner which prevents any other user of the Tower or Tower Site from decoding signal imbedded in their licensed frequencies such that Gray makes a determination that Licensee is the cause of the Interference and Licensee



fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by Gray, Licensee will be in default of this Agreement and the remedies set forth in Sections 7 and 16 will apply.

9. **Site Rules and Regulations.** Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Site by Gray, which may be modified by Gray from time to time. Gray shall deliver any revised rules and regulations to Licensee in writing. Such rules and regulations will not unreasonably interfere with Licensee's use of the Premises under this Agreement.

10. **Insurance.**

(a) Licensee is a self-insured entity and shall cover liability claims by accounting for and financing its uninsured risk of loss funds in its Legal Expense Fund, except for claims which are barred by sovereign immunity as provided in Section 537.600, RSMo., or other applicable law. Licensee shall further cover workers' compensation claims by accounting for and financing its uninsured risks of loss. Licensee has secured insurance to limit loss exposure to cover Licensee's statutory obligation with a self-insured retention of no more than \$2,000,000 per occurrence. Licensee may adjust the self-insured retention based on market conditions, or even procure other risk transfer products such as an occupational death and dismemberment policy. Licensee carries excess workers' compensation coverage through a private insurance in accordance with the State of Missouri's self-insurance rules. Licensee shall provide relevant, written insurance certificates to Landlord upon request. Prior to the commencement Work under this Agreement, Licensee shall provide to Gray Local Media, Inc. ("Certificate Holder") (at 4370 Peachtree Rd., NE, Atlanta, GA 30319, Attn: Risk Management) (1) a fully executed copy of this Agreement and (2) a Certificate of Insurance verifying the following minimum coverages with respect to the insurance policies of each contractor and subcontractor Licensee uses to perform any portion of Work or services under this Agreement, in all cases, with each insurance carrier having a rating by A.M. Best of A- VII or higher and all such insurance being primary and non-contributory:

- (i) **Commercial General Liability** – an Occurrence based ISO policy or its functional equivalent that includes contractual liability; a minimum of \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products-Completed Operations Aggregate / \$5,000 Medical Expense (any one person). Gray Local Media, Inc. and all its parents and subsidiaries must be included as Additional Insureds, and the policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.
- (ii) **Umbrella Coverage** – a minimum limit of \$1,000,000 that follows the Commercial General Liability policy.
- (iii) **Automobile Liability** – a minimum \$1,000,000 CSL with both hired and non-owned liability. Gray Local Media, Inc. and all its parents and subsidiaries must be included as Additional Insureds, and the policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.
- (iv) **Workers' Compensation / Employers Liability** – a minimum of \$1,000,000 each accident, \$1,000,000 policy limit, \$1,000,000 each employee. Policy must include each proprietor, partner, executive, officer, or LLC member of Licensee. The policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.

In addition to the insurance coverages required above, in the event any Work is to be performed by or on behalf of Licensee on or at the Premises, prior to commencement of such Work, Licensee shall also obtain



and deliver (or cause to be obtained and delivered from its contractors and subcontractors) to Gray the following:

- (v) **Professional E&O Liability (structural engineering) coverage** – a minimum of \$1,000,000 per occurrence. The policy must be maintained until the expiration of the applicable statute of limitations following completion of the Work for which the policy was obtained.
- (vi) **All Risk Builders / Installation Floater coverage** – a minimum of replacement cost value of the Tower, antennae, cost of modifications, repairs or alternations, and estimated cost of debris removal. Coverage should include Faulty Workmanship or Materials and Faulty Design Specifications. The policy must be maintained until the completion of the work for which the policy was obtained.
- (vii) **Insurance and Indemnification Agreement** – Licensee must obtain an executed Insurance and Indemnification Agreement from each contractor, subcontractor, consultant, and other vendor providing services in connection with any Work on or at the Premises, the form of which will be provided to Licensee upon Licensee's delivery of written request to Gray.

(b) Licensee's failure to comply with any insurance requirements set forth in this Section or any other agreement between the parties will not relieve Licensee from any liability under this Agreement. Licensee's obligations herein will not be construed to conflict with or limit Licensee's indemnification obligations under this Agreement.

(c) Licensee will avoid any action that may cause damage to any part of the Tower Site or equipment owned by Tenants.

11. **Condemnation.** Any condemnation of any parts of the Tower Site not preventing enjoyment of Licensee's rights hereunder will have no effect on this Agreement. If any condemnation partially and adversely affects Licensee's rights under this Agreement, Gray will equitably adjust the License Fee, and in any case, Gray will collect the entire condemnation award. To the extent of the condemnation award, Gray will carry out any physical restoration of the balance of the Tower Site required for continued exercise of Licensee's rights hereunder. If such condemnation totally prevents enjoyment of Licensee's rights hereunder, this Agreement will terminate, and the parties will be free to make and prosecute claims against the condemning authority for their respective damages. Notwithstanding anything in this Agreement to the contrary, Licensee acknowledges and understands that Licensee has no real property interest as a result of this Agreement and that this Agreement constitutes a mere license entitling Licensee to the rights and privileges set forth herein as contractual interests of a personal property nature.

12. **Force Majeure and Failure of Service.** Gray will incur no liability to Licensee for failure to furnish space, as provided herein, or to render any service, if prevented by wars, acts of terrorism, fires, strikes or labor troubles, accidents, acts of God, acts by the City, State, Federal or other governmental authorities, unavoidable delay, or other causes beyond Gray's direct control, involving the partial or total destruction of real property, the Tower, or the Transmission Building. Gray will use its best efforts to replace and restore damaged or destroyed elements of its property (utilizing available insurance and/or condemnation proceeds only) and reinstate services as promptly and reasonably as possible. In the event of the total or substantial partial destruction of the Tower or the Transmission Building, Gray may, at its option, either (i) terminate this Agreement, or (ii) rebuild its facilities and reinstate service to Licensee as promptly as reasonably possible (utilizing available insurance or condemnation proceeds only). During the period in which Gray by reason of any such loss or damage is unable to furnish space or render any service, the License Fee will be suspended, but otherwise the covenants and agreements of Licensee under this Agreement will remain in full force and effect.

13. **Sales and Assignments (Gray)**. If Gray sells or otherwise disposes of the Tower Site and the Tower, Gray will be automatically freed and relieved of all liability contained in this Agreement to be performed thereafter. Upon such conveyance, the grantee shall expressly assume, subject to the limitations of this Section, all the covenants, agreements, and conditions in this Agreement to be performed on the part of the Gray. Gray's covenants and agreements contained in this Agreement will, subject to the aforesaid, be binding on Gray and its successors and assigns only during, and with respect to, their respective successive periods of ownership.

14. **Sales and Assignments (Licensee)**. Licensee may not assign this Agreement without Gray's prior written consent which consent will not be unreasonably withheld. Gray may insist upon continued liability by Licensee under this Agreement as a condition to any approval of a proposed sale or assignment by Licensee.

15. **RF Radiation and Safety/ Antenna Servicing.**

(a) Immediately upon demand of Gray, Licensee at Licensee's sole expense shall have RF Radiation Studies performed to respond to any reasonable belief by Gray that Licensee's use of the Tower Site is in violation of any applicable radio frequency ("RF") radiation restrictions or any other law, rule, or regulation. Such studies shall be certified to and delivered to Gray. Licensee shall immediately shut down its Equipment, transmission operations, and systems upon notice from Gray, or if at any time Licensee has reason to believe, that failure to so act will or may foreseeably result in human exposure to RF radiation in excess of guidelines established by the American National Standards Institute (including any other successor association established for the same purpose, "ANSI") or FCC Rules and Regulations in effect at such time. Licensee shall also shut down or reduce its transmission operations as reasonably requested by Gray to permit inspection, construction, or maintenance activities in or on the Tower Site, whether such request is made to accommodate Gray's or a Tenant's needs. All such requests by Gray requiring the reduction or shutdown of Licensee's operations for discretionary purposes shall be given with reasonable advance notice and shall be made for periods that are intended to cause as little disruption to Licensee's operations as is commercially reasonable. If Licensee fails to reduce or shut down its Equipment, transmission operations, or systems pursuant to this Section, Gray may reduce or temporarily terminate power to Licensee's Equipment, transmission operations, or systems, and Gray will incur no liability to Licensee for such reduction or termination of power. Licensee shall inform all employees, agents and contractors who may perform work at the Tower Site of radiation protection rules, including those set forth herein, and shall inform all such persons of the presence of warning signs at the Tower Site designating certain areas or locations as prohibited areas or "hot spots." Licensee shall maintain compliance with all applicable rules, laws, and regulations concerning RF radiation.

(b) Licensee shall cooperate fully in taking the necessary steps to protect personnel working on the Tower from exposure to RF Radiation energy in excess of acceptable standards as may now, or in the future, be established by the ANSI and adopted by the FCC or any other government agency which now or in the future may regulate such matters.

16. **Default.**

(a) In the event Licensee shall cause Interference and fails to cease such Interference within the time periods set forth in Section 7 herein, Gray shall have the right to terminate this Agreement and all other rights and remedies afforded under the laws of the State in which the Tower Site is located including, without limitation, and the right to impose a lien against all of the Equipment of Licensee installed on the Tower or at the Tower Site for any costs, loss or damage caused to Gray by the default of Licensee. In the event Licensee breaches any other obligations under this Agreement and fails to cure the same within twenty days following receipt of written notice, Gray shall have the right to terminate this Agreement immediately.

Regardless of whether Gray elects to terminate this Agreement, Licensee is liable to Gray for all costs of collection, including reasonable attorney's fees and court costs.

(b) Upon the expiration of the Term or termination of this Agreement in accordance with any provisions of this Agreement, Licensee shall quit and peaceably surrender the Tower and its space on the Tower and within the Tower Site to Gray in good order and repair less reasonable wear and tear; damage by fire and other casualty excepted provided insurance proceeds are delivered to Gray if the damage is covered by insurance required of Licensee hereunder. Licensee shall remove any Equipment immediately upon expiration of the Term or the termination of this Agreement. Should Licensee refuse or delay to remove any Equipment, Gray may immediately terminate Licensee's right to license the Premises by written notice to Licensee, whereupon all right, title, and interest in and to the Equipment will vest in Gray who may dispose of the Equipment in its sole discretion without any liability to Licensee.

(c) No right or remedy conferred upon or reserved to Gray in this Agreement is intended to be exclusive of any other right or remedy, and every right and remedy of Gray is cumulative whether existing at law or in equity or by statute.

(d) The right to enter judgment against Licensee and to enforce all of the other provisions of this Agreement may, at the option of any assignee of this Agreement, be exercised by any assignee of Gray's interest in this Agreement for his, her, their, or its own name.

17. **Continuing Obligation.** Neither the termination of this Agreement for default nor any dispossession order shall relieve Licensee of its previously accrued and future liability and obligations under this Agreement, and any such liability and obligation shall survive any such termination or order.

18. **Obsolescence/Decommissioning.** In addition to any other right of Gray to terminate this Agreement, Gray has the right to terminate this Agreement upon at least sixty (60) days' written notice to Licensee in the event (i) Gray determines, in its sole discretion, the Tower is, or has become, obsolete or unnecessary; or (ii) the Tower is decommissioned for any reason. Upon termination of this Agreement pursuant to this Section, Gray will have no further obligation to Licensee under this Agreement, and Licensee shall remove its equipment from the Tower in accordance with Section 16(b).

19. **Waiver.** No failure by Gray to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise any right or remedy upon a default by Licensee hereunder and no acceptance of full or partial License Fee payments during the continuance of any such default will constitute a waiver of any such default or of such covenant, agreement, term, or condition. If Gray waives any default of Licensee, such waiver will be effective only if Gray delivers the waiver to Licensee by written instrument. No waiver of any default shall otherwise affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to another then existing or subsequent default with respect thereto.

20. **No Recordation.** Neither party may file this Agreement or a memorandum hereof for recording in the land records of any municipality, county, state, or other governmental unit.

21. **Indemnification.** Except to the extent caused by the willful misconduct or gross negligence of Gray, its agents, employees and contractors, Licensee shall, to the fullest extent permitted by Applicable Law and subject to appropriation of funds, indemnify and hold Gray and its employees and affiliates (the "**Gray Parties**"), harmless from any and all Claims which may be imposed upon or incurred by or asserted against the Gray Parties by reason of (i) the acts or omissions of Licensee, its employees, agents, contractors, invitees, guests or other representatives (the "**Licensee Parties**") or (ii) the operations of the Licensee Parties, and Licensee shall compensate Gray for all damages sustained by Gray. Gray shall indemnify and

hold Licensee harmless from any and all Claims to the extent resulting from the willful misconduct of Gray, its agents, employees and contractors. This Indemnification Section will survive expiration or termination of this Agreement.

22. **Limitation of Liability; Waiver of Claims.** Gray is not be liable for any damage, cost, compensation or claim arising out of any act or omission resulting in inconvenience, annoyance, interruption of transmission and loss of revenue due to Gray's repairing or replacing any portion of the Premises, the interruption in the use of the Premises, or the termination of this Agreement by reason of the destruction of the Premises. Notwithstanding anything to the contrary contained in this Agreement, Gray's covenants, undertakings, and agreements herein are made and intended, not for the purpose of binding Gray personally or the assets of Gray, to bind only Gray's interest in the Tower Site, as the same may, from time to time, be encumbered. No personal liability may be asserted or enforceable against Gray or its stockholders, officers, employees, affiliates, or respective successors and assigns on account of this Agreement or any agreement of Gray hereunder. Gray's total liability to Licensee will not exceed the amount Licensee has paid to Gray during the 12-month period ending the month prior to the occurrence giving rise to Gray's liability under this Agreement. Under no circumstances will Gray be liable to Licensee for any lost profits, lost revenue, consequential, incidental, or punitive damages. Furthermore, Licensee waives all claims it may have or could have against the Gray Parties and their agents and contractors for damage to or destruction of the Equipment during installation or removal of the Equipment from the Premises and Tower Site.

23. **Liens.** If any mechanics, laborers, or materialman's lien is at any time filed against the Tower Site or any part thereof as a result of Licensee's occupancy thereof, or which arises out of any claim asserted against Licensee, Licensee within twenty days after written notice of the filing thereof shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Licensee fails to discharge such lien within the time prescribed in the preceding sentence, Gray may, but is not obligated to, discharge such lien and charge the costs thereof to Licensee as additional License Fees.

24. **Hazardous Materials.** Licensee shall not bring any Hazardous Materials, including without limitation, any equipment containing polychlorinated byphenyls ("PCBs"), onto the Tower Site. Licensee shall be responsible for and shall indemnify and hold the Gray Parties harmless from all claims, loss or expenses (including reasonable attorney's fees) arising from the presence of Hazardous Materials introduced at, in, or under the Tower Site by Licensee or any of its authorized service technicians, engineers, employees, contractors, or subcontractors. This provision will survive termination of this Agreement.

25. **Quiet Enjoyment.** Gray covenants that Licensee, on paying the applicable License Fees and performing the covenants contained in this Agreement, will and may peacefully and quietly hold and enjoy the rights provided for in this Agreement for the Term hereof and subject to the provisions contained in this Agreement. Except as to a claim of title superior to that of Gray which would violate the covenant of quiet enjoyment set forth in this Section, Gray makes no representations or warranties whatsoever and Licensee accepts the rights and privileges set forth herein strictly on an "As Is" basis. This Agreement is always subject and subordinate to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever that may now exist or hereafter be placed on or against the Tower Site or on or against Gray's interest or estate in the Tower Site, all without the necessity of having further instruments executed by Licensee to effect such subordination.

26. **Estoppel Certificates.** Licensee shall at any time and from time to time upon not less than ten (10) days' prior notice by Gray, execute, acknowledge and deliver to Gray a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the License Fee and

other charges have been paid in advance, if any, stating whether or not to the best knowledge of Licensee, Gray is in default in the performance of any covenant, agreement or condition contained in this Agreement and, if so, specifying each such default of which Licensee may have knowledge and containing any other information and certifications which reasonably may be requested by Gray or the holder of any mortgage. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the Tower or Tower Site or any mortgagee, ground lessor, or other like encumbrancer thereof or any assignee of any such encumbrancer upon the Tower or Tower Site.

27. **Notices.** All notices, consents and other communications permitted or required to be given under this Agreement must be in writing and will be deemed sufficiently given when delivered by a nationally recognized overnight courier or by registered or certified mail to a party at the appropriate address set forth in Exhibit A (or another address provided in writing by the receiving party).

28. **Term Subject to Prime Lease.** The following provision applies only if Gray holds a leasehold interest in the Tower Site:

If Gray's rights in the Tower Site are derived from a Prime Lease, the Term shall continue and remain in effect only as long as Gray retains its interest under said Prime Lease.

29. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and effective with the Commencement Date supersedes all prior agreements, representations, and conditions between the parties with respect thereto. Neither party is relying upon any representation, warranty, or other condition made by the other party outside this Agreement. All questions regarding the validity, interpretation, performance, and enforcement of the provisions of this Agreement will be governed by the laws of the state in which the Tower Site is located. If any provision or portion of a provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement/portion of that provision will remain in full force and effect so long as the essential terms and conditions of this Agreement reflect the original intent of the parties and remain valid, legal and enforceable. The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provision. If an ambiguity or question of intent or interpretation arises regarding this Agreement, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. This Agreement may be signed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one agreement. Any electronic signature, electronic copy of a signature, electronic symbol or process, or any other record adopted by a party with the intent to sign this Agreement will have the same legal effect, validity, and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including (i) the Federal Electronic Signatures in Global and National Commerce Act and (ii) any state law based on the Uniform Electronic Transactions Act, or similar state law.