STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA

A Member of the University of Louisiana System

INVITATION TO BID
TO
PROVIDE LEASE OF SPACE
TO THE SOUTHEASTERN LOUISIANA UNIVERSITY
ATHLETIC DEPARTMENT (KSLU RADIO)

ISSUING AGENCY:	Southeastern Louisiana University Purchasing Department SLU 10800 Hammond, LA 70402
DIRECTOR OF PURCHASING:	Richard Himber Telephone: (985) 549-2064
PURCHASING AGENT:	Phyllis Hoover, CPPB Telephone: (985) 549-5415
REQUISITIONED BY:	Damon Sunde Telephone: (985) 549-3774
RELEASE DATE:	March 23, 2023
BID OPENING DATE:	April 19, 2023
BID OPENING TIME:	4:00 p.m., Central Time
BID OPENING LOCATION:	Southeastern Louisiana University Purchasing Department Property Control & Supply Building North Oak Street Maintenance Complex Hammond, Louisiana

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=42. It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➢ ARE YOU ELIGIBLE FOR PARTICIPATION?

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veterans Affairs or the Louisiana Department of Veterans Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts $5,000,000 or less (for construction) or $3,000,000 for (non-construction) for each of the previous 3 tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➢ WHAT IS THE VETERAN INITIATIVE?

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the program are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at http://www.doa.louisiana.gov/osp/se/se.htm

➢ WHY IS CERTIFICATION IMPORTANT?

Certification is required for your participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➢ WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed at https://smallbiz.louisianaforward.com/index_2.asp. For additional information regarding certification, please contact the LED at (225) 342-3000.

➢ WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at www.vetaffaris.la.gov

The State of Louisiana is committed to the success of this program and encourages your participation.

SOUTHEASTERN LOUISIANA UNIVERSITY

BID RESPONSE SIGNATURE FORM

BIDDER'S NAME: _____

TELEPHONE NO: _____ FAX NUMBER_____

MAILING ADDRESS: _____
ADDRESS CITY STATE ZIP CODE

SCOPE: Provide lease of space to provide access services and shared use of vertical space on a tower, as well as portions of land underneath the tower for tenant access to equipment for the remainder of the current fiscal year (ending June 30, 2023) plus One(1) Full Year (July 1, 2023 through June 30, 2024), with Three (3) consecutive One (1) Year mutually agreed renewal options and One (1) Partial Year mutually agreed renewal option that brings the total length of the lease agreement to exactly Five (5) years. Southeastern will endeaver to notify Vendor of its intent to renew, in writing, at least Six (6) months prior to the expiration of the then current term.

I/we do hereby acknowledge receipt of the following addenda (if any):

No._____ Dated_____ No._____ Dated_____

OTHER REQUIREMENTS:

Bidder shall include the cost of transportation and handling in the unit price of each item offered - F.O.B. University, Hammond, LA.

The bidder should attach illustrations and descriptive literature of the item(s) offered to the bid response form for evaluation purposes.

The attached Instructions to Bidders and General Conditions shall be a part hereof.

TO THE VENDOR:

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict, unless otherwise specified, the submission of equivalent products.

THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

TERMS: Net 30 Prox., F.O.B. University Receiving Station, Hammond, Louisiana.

TAXES: Any taxes, other than state sales and use tax, shall be included within the bidder's unit price. The University is currently exempt from state sales and use tax.

THIS BID RESPONSE SUBMITTED BY: _____

AUTHORIZED OFFICER: _____
Signature (Print or Type Name)

TITLE: _____ DATE: _____

/phoover

SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM

Provide lease of space to provide access services and shared use of vertical space on a tower, as well as portions of land underneath the tower for tenant access to equipment for the period from bid award through June 30, 2023. The lease may be extended for five (5) additional twelve month periods, if mutually agreed.

1. Site Location to be within a 2.0 mile radius of Southeastern Louisiana University, 800 W. University Ave., Hammond, Louisiana 70402.

   List address of Site Location Offered:

   _____

2. Space to be provided to be Vertical Space (Wind Load Surface Area). Space required is for a 4 Bay FM antenna centered at 260' (requiring open led space from 236' to 284' with an additional 8' on both top and bottom free from possible interference).

   Space Offered is in accordance with the Vertical Space (Wind Load Surface Area) requested:

   _____Yes _____No

3. Weight Load of transmission equipment to be placed on structure, measured in pounds per linear foot (e.g. antennas) to be 7.8125 lb per foot for antenna plus 0.36 lb per foot for 7/8-inch foam coaxial cable.

   Space offered will accommodate the above Weight Load:

   _____Yes _____No

4. Height of Structure: Vendor to provide height elevation above ground level of space offered. This is the installation height above ground level that will accommodate the installation of the transmission equipment: _____

5. Lessor to state lease rate per month for the space offered: _____/ month

6. Lessor to state Monthly Common Expenses: _____/ month

7. Lessor to State Federal/State/Local Taxes: _____/ month

8. Lessor to state One-Time Start-Up Fee: _____/ month

9. Lessor to provide Legal Description of Property on which the space offered is located:

   _____
   _____
   _____
   _____

See attached Lease Agreement, Schedules and Exhibits to be a part of the Lease of Space.

NAME OF BIDDER: _____ OFFICER INITIALS: _____

STATE OF LOUISIANA

SOUTHEASTERN LOUISIANA UNIVERSITY

HAMMOND, LOUISIANA

The Southeastern Louisiana University (SLU) Purchasing Department will receive sealed bids until 4:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the SLU Purchasing Department after 4:00 P.M. Beginning at that time, bids shall be publicly opened and read aloud to those present in the SLU Purchasing Department.

Mail address:	Southeastern LA University Purchasing Department SLU 10800 Hammond, LA 70402	Delivery:	Southeastern LA University Purchasing Department Property Control & Supply Bldg 2400 North Oak St. Hammond, LA 70402

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Southeastern Louisiana University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

1) Bid Forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, signed by an authorized representative of the bidding entity. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.

2) Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.

3) Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.

4) Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the SLU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

- CONTINUED -

5) Louisiana Preference: Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.

6) Notice of Special Programs Available for Small Business: https://www.opportunitylouisiana.com/small-business/special-programs-for-small-business

7) Signature Authority: In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying or as provided upon request a corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

8) By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

GENERAL CONDITIONS

The SLU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

1) Prices: Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - SLU, Hammond, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by SLU in the solicitation document.

2) Payment Terms: Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.

3) Delivery: Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.

4) Taxes: Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.

5) New Products: Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.

6) Default of Contractor: Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

7) Contract Cancellation: The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

8) Applicable Law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

9) Equal Opportunity: By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

10) Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

LEASE AGREEMENT

This agreement is made and entered into this _____ day of _____ 2023 by and between the undersigned as Vendor and Southeastern, respectively, names. principal addresses, and Federal Communications Commission authorized station designation as set forth in Schedule designated "I", annexed hereto and made part hereof.

DEFINITIONS

A. "Vendor" is _____.

B. "Southeastern" is Southeastern Louisiana University, acting on behalf of KSLU ("Station").

C. "Tower" is the _____ tower and the property it occupies, the location of which is described in Exhibit A attached hereto.

D. "Building B" is the building adjacent to the _____ tower. This building will house the broadcast equipment of Southeastern.

E. "Leased Premises" are the tower, "Building B", and other improvements made or to be made to the tower property that benefit Southeastern.

F. "Commencement Date" is the date Southeastern completes installation of Southeastern's equipment at Leased Premises and commences broadcasting from Leased Premises.

RECITALS

A. Vendor is the owner/lessee of that certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference, upon which Vendor has constructed a multipurpose communications and antenna tower, more particularly described on Exhibit "C" attached hereto and made a part hereof by this reference (the "Tower"), and Building "B" and has installed equipment for the purpose of transmitting radio and television frequencies for broadcasting purposes ("Leased Premises").

B. Southeastern desires the non-exclusive use of the Tower and Building "B" as specified in Schedule "II" for the installation and construction of equipment and facilities described in Schedule "II" in accordance with approved plans and specifications as specified in Schedule "Ill" and Exhibit "B" for the purposes for which this lease and rights of use are to be granted by Vendor to Southeastern, including the broadcast of the signal for the Station.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and the terms and conditions hereof, it is covenanted and agreed as follows:

ARTICLE ONE

LEASED PREMISES

Section 1.01. The Vendor, for and in consideration of the terms, covenants and conditions contained herein, does hereby permit, authorize, and allow unto Southeastern, who does hereby hire and take from the Vendor solely for the purpose of communications and broadcast operations, upon and subject to the terms, covenants and conditions herein contained, a non-exclusive lease to use those certain spaces on and within the aforesaid Tower and antenna system of Vendor for the erection, installation and maintenance thereon of antennas, transmission lines, and related equipment and facilities of such number, kind, and size as hereinafter set forth, together with non-exclusive use of space within the Building "B" as per Schedule "II" annexed hereto and made part hereof, Southeastern is further authorized the right of limited access to the Leased Premises subject to those rules and regulations set forth in Exhibit "B" annexed hereto and made part hereof, the right to broadcast its signal from the Leased Premises and the right to connect its transmitter and have a transmission line installed.

Section 1.02. Such lease shall be subject, to all applicable laws and ordinances including but not limited to state, parish and city ordinances affecting the Lease Premises as now or hereafter in effect, to any state of facts which an accurate survey may show, to restrictive covenants, mortgages or other encumbrances and easements of record, and to rights of all parties in possession or with recorded rights of possession, provided they do not prevent the use by any lessee of the Lease Premises for the purposes provided herein. Vendor shall not lease space on the Tower to any subsequent lessee or increase the power or space of any current lessee when such action would result in interference with Southeastern's signal.

ARTICLE TWO

SOUTHEASTERN'S CONSTRUCTION

Section 2.01. Prior to the installation of any of Southeasterns' equipment or construction of any facilities necessary to their operation, uses and purposes, Southeastern shall submit in triplicate to Vendor for Vendor's written approval, and where applicable for written approval of tower manufacturer, all data sheets, engineering drawings, plans and specifications of Southeastern's equipment, antennas, brackets, clamps, hardware, cabinets, transmission lines and related facilities intended for use by Southeastern. Such approval by Vendor shall not be unreasonably withheld. If written denial is not received by Southeastern within Thirty (30) days of Southeastern's request for approval, approval shall be deemed granted.

Section 2.02. Southeastern shall:

(a) Furnish, install, and maintain all electrical boxes, switches, wiring, and any other units or equipment necessary for connection to access power lines and conduits provided by Vendor and/or power company, and which are necessary to transmit from Southeastern's transmission and antennas systems.

(b) All electrical wires and conduits to and from the tower and to and from the point of origin of Southeastern's facilities on said tower shall be in such form, number and size as will not interfere with the common use of such property Leased for such common use.

Section 2.03. Southeastern covenants that the plans and design of their equipment, conduits, electrical lines, as well as all Leased activity from the Leased Properties will conform to all applicable governmental regulations and, if necessary, Southeastern will, with all due diligence, apply for and obtain any required prior approval from all applicable governmental authorities, as well as any requisite or appropriate renewals or extensions of such approvals. While nothing herein shall imply or impart any duty or responsibility on the part of Vendor to obtain for Southeastern any license or permit, or approval, or renewal or extension thereof, which may be necessary or proper for the conduct of Southeastern's activities, Vendor shall cooperate with Southeastern in Southeastern obtaining any such license, permit, approval, or renewal or extension thereof to the extent that Vendor deems such cooperation reasonable. Vendor shall not be responsible for any loss or damage, actual or consequential, sustained by Southeastern or third parties, whether arising out of or related to any interruption of communication received at the Tower or other interference with Southeastern's use of the Leased Premises, unless caused by the negligence of Vendor, its servants or employees.

Section 2.04. Provided such does not interfere with the use and purposes authorized to Southeastern hereunder, nothing herein contained shall be deemed to entitle Southeastern to the exclusive possession of any portion of the Tower, it being the intention of the parties that as many lessees as possible be accommodated upon the said Tower. Southeastern shall cooperate with Vendor, when such cooperation is required, in order to install new equipment or new facilities which may now or hereinafter be installed upon any portion of the Tower. Vendor shall not lease space on the Tower to any subsequent lessee or increase the power or space of any current lessee when such action would result in interference with Southeastern's signal or interference by Southeastern's signal.

Section 2.05. If Vendor finds it necessary to make repairs, Southeastern may be requested to and shall cooperate by reducing power and/or ceasing to use their portion of the Leased Premises for periods of time to accommodate the construction and installation of the said masts and antennae or repairs as the case may be. Such repairs shall be made in conformance with the terms and conditions of Article 7.

Section 2.06. All equipment installed or brought upon the Leased Premises by Southeastern and related to their authorized activities including but not limited to antennas, electrical lines and cables, electronic equipment, electronic appliances, repair equipment, spare parts and items related to the above shall remain the sole property of Southeastern and shall be

repaired and maintained by them at their sole cost and expense; provided, however, that should such repair or maintenance be necessary due to the act or negligence of Vendor, then Vendor shall pay such cost to the extent not covered by Southeastern's duty to repair and maintain such equipment.

ARTICLE THREE

LEASE TERM AND FEES

Section 3.01. The initial period for which this Lease is granted, the Commencement Date thereof, renewal term or terms, initial and subsequent annual lease fees, and the time and manner of payment thereof shall be as set forth in Schedule "I" annexed hereto and made part hereof.

Section 3.02. Southeastern covenants and agrees to pay to the Vendor, beginning on and continuing after the Commencement Date, promptly when due, the monthly lease fee as set forth in said Schedule "I". In the event the Commencement Date falls on a date other than the first day of the month, the initial payment of the monthly lease fee due under this agreement shall be prorated based upon the number of days in the month in which the initial payment is due and the number of days for the period between the Commencement Date and the due date of the first full monthly lease fee. Monthly payments, following the initial monthly payment to be made herein, shall be due and owing in advance on the first of each and every month. Said initial payment shall include the first full month's payment and a per diem adjustment for such period between the Commencement Date and the due date of the first payment.

Section 3.03. The monthly Southeastern fee for any renewal term shall be calculated in accordance with the terms outlined in Schedule I.

ARTICLE FOUR

SUBORDINATION

Section 4.01. This lease is and shall be subject and subordinate to all mortgages which may now or hereafter affect the Leased Premises and to all renewals, modifications, consolidations, replacements and extensions thereof, provided the mortgagee(s) attorn to Southeastern and recognizes Southeastern's rights under this Agreement, including particularly Southeastern's ownership of various equipment and other property, and Southeastern's right to remove said equipment and other property. Southeastern, upon written request from Vendor, shall execute a certificate confirming such subordination, provided the mortgagee attorns to and recognizes Southeastern's right hereunder. Notwithstanding the above, Vendor agrees that no such underlying lease, lease or any mortgage shall affect Southeastern's right to use the Leased premises for the purposes for which same are herein provided. Southeastern, at the option of Vendor, shall if so required, execute an agreement whereby Southeastern attorns to such mortgagee in the event of a default by Vendor hereunder, provided, however, as a condition

precedent to any such subordination, the party secured by such instrument shall covenant for itself and any purchaser at foreclosure not to disturb Southeastern's quiet enjoyment under this Agreement and to recognize Southeastern's rights under this agreement so long as Southeastern is not in default hereunder. If requested by Southeastern, Vendor shall have its mortgagee(s) execute an agreement attorning to Southeastern and recognizing Southeastern's rights under this Agreement.

ARTICLE FIVE

USE AND COMPLIANCE WITH LAWS, ETC.

Section 5.01. Southeastern shall not use, occupy or permit the Leased Premises to be used or occupied in any manner in violation of the terms of this agreement, make void or voidable any insurance then in force with respect thereto, make it impossible or excessively expensive to obtain insurance thereon required to be furnished by the Vendor hereunder, cause structural injury to the buildings or any part thereof, constitute a public or private nuisance, or violate in any material respect any present laws, rules and regulations of any governmental authority having jurisdiction.

Section 5.02. Unless stated to the contrary, the lease granted hereby shall be a nonexclusive lease to be exercised by Southeastern singularly and in common with any other or others whether or not a broadcaster to whom Vendor may grant or may have granted a lease relating to communications from the tower.

Section 5.03. Southeastern's right to utilize the Leased Premises, and to engage in transmission and other communications activities therefrom shall at all times be protected against any right of any other lessees which might interfere or conflict with Southeastern's rights granted hereunder; Vendor shall guarantee that Southeastern's right to utilize the Leased Premises shall not be impeded, impaired or terminated by the inactions of other lessees; the rights of such others to continue to engage in transmission and other communication activities of their own shall at all times be subject to the understanding that no such parties shall cause "objectionable interference," as hereinafter defined to Southeastern. In the event Southeastern's communication activities are subjected to objectionable interference, upon written notice to Vendor, Vendor shall attempt to determine the cause of such interference and take such reasonable actions to cause such interference to cease. If such objectionable interference is caused by another lessee, Vendor shall notify such lessee to take corrective action.

Section 5.04. Vendor shall not allow the use of occupancy of the Leased Premises to be used or occupied in any manner by other lessees in violation of the terms of this agreement, make void or voidable any insurance then in force with respect thereto, make it impossible or excessively expensive for Southeastern to obtain insurance required hereunder, cause structural injury to any movables owned or possessed by Southeastern or any part thereof, allow other lessees to create a public or private nuisance or violate in any material respect any present laws, rules and/or regulations of any government authority having jurisdiction.

ARTICLE SIX

INDEMNIFICATIONS

Section 6.01. Southeastern and Vendor each covenant and agree, at its sole cost and expense, to hold harmless, indemnify and protect the other party against and from any and all claims by or on behalf of any person, firm or corporation, arising from the conduct or management of or from any work or thing whatsoever done by Southeastern or Vendor respectively, its agents, invitees, employees or contractors in, on or about the Leased Premises during the Leased term.

Section 6.02. Southeastern covenants and agrees, subject to all the terms and conditions of this Agreement, to pay, and to indemnify the Vendor against, all legal costs and charges, including reasonable counsel fees, lawfully and reasonably incurred in obtaining possession of the Leased Premises after default of Southeastern or upon expiration or earlier termination of the term of this lease, or in enforcing any covenant or agreement of Southeastern herein contained, provided however, Vendor is prevailing party in any such suit or enforcement proceedings.

Section 6.03. Vendor covenants and agrees, subject to all the terms and conditions of this Lease Agreement, to pay and to indemnify Southeastern against, all legal costs and charges, including reasonable attorney fees, lawfully and reasonably incurred in enforcing any covenant or agreement of the Vendor herein contained, provided however, Southeastern is prevailing party in any such suit or enforcement proceedings.

ARTICLE SEVEN

MAINTENANCE AND REPAIRS, COVENANT AGAINST WASTE AND RIGHT OF INSPECTION

Section 7.01. Vendor and the authorized representatives of the Vendor shall have the right to enter upon the Leased Premises for the purpose of exhibiting or inspecting same and for making any necessary repairs to the Leased Premises and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority, or that may be necessary to prevent interference, waste or deterioration in connection with the Leased Premises, which Southeastern is obligated, but has failed, to make, perform or prevent, as the case may be, after reasonable notice to Southeastern. No duty to so do, however, shall be implied herefrom.

Section 7.02. During the term of this Lease Agreement and any renewal term, Vendor will maintain the Leased Premises, including the Tower and the common transmission line in such manner to comply with existing rules and regulations imposed by any governmental authority having jurisdiction over its operation, and make any repairs and modifications reasonably necessary to maintain the same in good condition and in compliance with good broadcast engineering practices.

Section 7.03. In the performance of its obligation to maintain and relocate, or to maintain and repair their equipment, it may be necessary from time to time for Vendor to request that Southeastern temporarily cease transmission and broadcasting activities, to tum off electrical power and/or to make other adjustments to its equipment and operations. Vendor agrees except in the case of emergencies to schedule such work so far as reasonably possible from 1:00 a.m. to 5:00 a.m., and Vendor shall not cause any temporary interruption of Southeastern's transmission and broadcasting activities under this Article unless such interruption to Southeastern's operations is required by and consistent with good engineering practices. Southeastern agrees to cooperate with Vendor and to comply with and honor Vendor's reasonable request for temporary cessation of transmission and broadcasting activities, to tum off electrical power and/or to make other adjustments to its equipment or operation, as necessary, to allow orderly performance and carrying out of such work. Except in the case of emergencies, Vendor shall give Southeastern, five (5) days notice, in writing, about any such repair or maintenance.

ARTICLE EIGHT

MECHANIC'S LIENS

Section 8.01. Southeastern shall not suffer or permit any liens to stand against the Leased Premises or any part thereof by reason of any work, labor, service or materials done for, or supplied to or claimed to have been done for, or supplied to, Southeastern or anyone holding Southeastern's property or any part thereof, except those liens which are being contested by Southeastern by appropriate proceedings as long as such proceedings do not involve any imminent danger of the sale, forfeiture or loss of the Leased Premises. Vendor shall provide Southeastern with five (5) days notice of the fact of filing of any such liens, and Southeastern shall cause the same to be discharged of record within twenty (20) days after receipt of notice of such filing by either payment, deposit or bond. If Southeastern shall fail to discharge any such lien within such period, then, in addition to any other right or remedy of the Vendor, the Vendor may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due by deposit in a court having jurisdiction or bonding, and/or the Vendor shall be entitled, if the Vendor so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, cost and allowances. Any amount paid or deposited by the Vendor for any of the aforesaid purposes, and all legal and other expenses of the Vendor, including reasonable counsel fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at 2% above the average of the New York prime rates as set by major commercial banks as reported in the Wall Street Journal or the legal rate allowed from the date of payment or deposit, shall become due and payable forthwith by Southeastern to the Vendor, or, at the option of the Vendor, shall be payable by Southeastern to the Vendor as additional charges.

ARTICLE NINE

OBJECTIONABLE INTERFERENCE

Section 9.01. As used herein, objectionable interference with a communications activity shall be defined as: "Creation of spurious emissions in excess of levels permitted by the rules and regulations of the Federal Communications Commission," as defined for the class of service of the Commissions' Rules and Regulations.

Section 9.02. Southeastern and Vendor recognize that Southeastern is entitled to interference free operation of their facilities. To assure same, Vendor in its sole discretion, shall conduct or cause to be conducted such tests or procedures necessary to such determination. Southeastern shall cooperate and comply with such conduct and procedures necessary thereto. In the event such testing and procedures result in the determination that Southeastern's operation would cause interference to the transmitting operation of Vendor or of other lessees on the Tower as of the date this agreement is executed ("prior lessees"), Southeastern, at the request of Vendor shall agree in writing to bear the cost of correcting same. In the event Southeastern fails to so agree within twenty-four (24) hours of notice thereof, Vendor, at its sole option, may terminate this Lease Agreement.

Section 9.03. If any prior lessee of the tower shall allege in good faith and with demonstrated good cause that the operation of Southeastern is causing interference with its operations, Vendor shall notify, in writing, Southeastern of such allegation. Southeastern shall immediately take the necessary action to determine the cause and correct same. If such interference continues for twenty-four (24) hours after receipt of such notice, the Vendor shall have the right to direct Southeastern at any time and from time to time during the lease period hereunder to cease its operations from the Leased Premises as required by the Vendor for the conducting of such tests, experiments or demonstrations deemed necessary by the Vendor and for such repairs and maintenance as the Vendor may deem necessary or desirable whether or not the Vendor is obligated to perform such repairs or maintenance. However, if twenty-four (24) hours notice is not feasible because of the emergency nature of the problem, said prior notice need not be given. Any such direction shall not limit or diminish any of Southeastern's obligations under this Agreement, including the obligation to pay basic fees.

Section 9.04. If any subsequent lessee of the Tower shall allege in good faith and with demonstrated good cause that the operation of Southeastern is causing interference with its operations, Vendor shall notify, in writing, Southeastern of such allegation. Southeastern shall cooperate with Vendor and such subsequent lessee to determine the cause of the interference and to correct the same. In no event will Southeastern be required to change its signal to accommodate a subsequent lessee or pay to correct interference caused by the same, and if interference with the signal of a subsequent lessee should result, such subsequent lessee must cease broadcasting immediately until such interference is eliminated. Subsequent lessee shall be defined as a lessee who executed a Lease Agreement with Vendor after the Commencement Date of this Agreement.

ARTICLE TEN

INSURANCE AND DAMAGE

Section 10.01. Throughout the term of the lease, Southeastern shall be responsible for insuring the improvements which may at any time be erected by Southeastern on the Leased Premises, and all equipment and fixtures appurtenant thereto. Except for acts of negligence or other deliberate wrongful acts of Vendor, Vendor shall have no responsibility for any injury or accident which may be caused to Southeastern's equipment or installation, Southeastern representing the same are or will be adequately insured. Southeastern represents that the foregoing and its employees are or will be adequately insured with liability coverage identical in amount to that provided in Section 10.02 (a).

Section 10.02. Southeastern shall keep, maintain and provide written proof of appropriate policy or policies of insurance, which at a minimum shall insure the following:

(a) Public Liability insurance, insuring Vendor and Southeastern in a minimal amount of One Million Dollars ($1,000,000), including therein premises, medical payments of $50,000 per person, $100,000 in the aggregate and personal injury insurance with a $500,000 limit.

(b) Southeastern shall name thereon Vendor as an additional party and shall provide Vendor with a Certificate of Insurance to the effect. Any lapse in written proof of coverage may result in restricted site access for Southeastern, its employees and/or representatives.

Section 10.03. Vendor shall procure and maintain, throughout the initial term and any renewal term, a policy or policies of replacement cost property insurance covering the Leased Premises, including without limitation, the Tower and common transmission lines.

(a) Public Liability insurance, insuring Southeastern and Vendor in a minimal amount of One Million Dollars ($1,000,000), including therein premises, medical payments of Five Thousand Dollars ($5,000) per person, One hundred Thousand Dollars ($100,000) in the aggregate and personal injury insurance with a Five Hundred Thousand Dollars ($500,000) limit.

(b) Vendor shall name thereon Southeastern as an additional party and shall provide Southeastern with a Certificate of Insurance to the effect. Any lapse in written proof of coverage may result in restricted site access for the Vendor, its employees and/or representatives.

Section 10.04. If the Leased Premises shall, with or without fault of Southeastern, by any cause be totally or partially destroyed or damaged so as to cause total termination of broadcasting Southeastern's signal from the Leased Premises, this Agreement shall remain in force and effect, except that Southeastern's obligation to pay Lease Fees, or any other amount required herein, shall cease at the time the Leased Premises become unsuitable for broadcast transmissions and shall not resume again until such time as Southeastern is notified by Vendor that Southeastern may resume the commencement of broadcasting activities. Vendor shall repair,

reconstruct or replace the destruction or damage to the extent necessary to allow broadcasting as soon as reasonably possible. If Vendor has not repaired, reconstructed or replaced the destruction or damage to the extent necessary to allow broadcasting within a period of six (6) months from and after such destruction or damage, Southeastern may, at its option, cancel this Lease Agreement by written notice to Vendor, in which event Southeastern shall be released from any further obligations hereunder, except such obligations as shall have accrued prior to such destruction or damage.

Section 10.05. The Vendor shall reconstruct, repair or replace the Tower or common transmission line within a reasonable time after said destruction or damage, putting the Tower in such condition as will comply with all the terms and conditions of this Lease Agreement, provided that in no event shall Vendor be responsible for any delay which may result from governmental regulations, inability to obtain labor or materials or any other cause beyond Vendor's reasonable control.

ARTICLE ELEVEN

CONDEMNATION

Section 11.01. If that portion of the Leased Premises on which the Tower is located is acquired or condemned by any public authority under the power of eminent domain, this Agreement shall terminate as of the date title is vested in the public authority. Southeastern shall be entitled to a rebate of an appropriate proportion of its prepaid Lease Fees for that period. Vendor shall be entitled, otherwise, to all compensation or awards relating to such taking.

ARTICLE TWELVE

ESTOPPEL CERTIFICATES

Section 12.01. Southeastern hereto agrees, at any time and from time to time, upon not less than ten (10) days prior request by the Vendor, to execute, acknowledge and deliver to Vendor a statement in writing certifying that this lease is unmodified and in full force and effect, and the dates on which fees and other charges if any, have been paid in advance. Such statement may be relied upon by any prospective purchaser of the fee simple or mortgage or assignee of any mortgage of the Leased Premises, or prospective lender to or purchaser of Vendor's business.

ARTICLE THIRTEEN

CONDITIONAL LIMITATIONS-DEFAULT PROVISIONS

Section 13.01. This lease and the Leased term are subject to termination if at any time during the Leased term any one or more of the following events (herein called an "Event of

Default") shall occur:

(a) If the Vendor or Southeastern files or has filed against it any form of petition or institution of any proceedings under the Bankruptcy Code as it now exists or is hereafter amended, or shall attempt to or shall effect an assignment for the benefit of creditors, or any proceeding for which a trustee or receiver of all or a substantial part of the Leased Premises of Southeastern shall be appointed by any court, and any such petition or proceeding shall not be set aside or dismissed or the appointment of said receiver revoked within one hundred twenty (120) days;

(b) If Southeastern shall fail to pay any installment of the fees or other charges set forth herein within thirty (30) business days after receipt of invoice from Southeastern, or payment of same together with additional fees or charges of 15% per annum for each delinquent day, or, if same be unlawful, the highest rate of interest lawfully allowed to be charged.

(c) If the Vendor or Southeastern shall fail to perform or observe any of the requirements of this Lease Agreement and such failure continues for a period of ten (10) days following written notice thereof.

(d) If Southeastern shall fail, following ten (10) days written notice by Vendor to Southeastern to actively and diligently make and seek approval of appropriate applications for the issuance of permits, license or other authorizations required for the maintenance and operation of the communications facilities owned and operated by Southeastern at the Leased Premises. So long as complete, appropriate application or applications are pending before appropriate governmental authority, not having been taken therefrom, the application shall be deemed to be actively and diligently pursued, then upon the happening of any one or more of the aforementioned events of default, and the expiration of the period of time prescribed in any such notice, the Vendor may terminate this Lease Agreement.

(e) Upon the happening of any one or more of the aforementioned events of default, and the expiration of the period of time prescribed in any such notice, the non-defaulting party shall have the right to terminate this Lease Agreement.

Section 13.02. In addition to any other rights of termination granted Southeastern pursuant to this Agreement, Southeastern shall have the right, but not the obligation, to terminate this Lease Agreement if any of the following occur:

(a) A breach by Vendor of any covenant under this Lease Agreement, or any representation or warranty made herein is false.

(b) Southeastern loses its FCC license or does not receive consent to renewal of such license.

(c) Southeastern is unable to broadcast from the Tower or Building "B" for technical reasons, as identified by a competent engineer chosen by Southeastern and verified by Vendor.

(d) Southeastern's signal or operation is interfered with by a prior or a subsequent lessee and such interference continues for thirty (30) days without any attempt to correct the interference or such interference cannot be stopped within a reasonable period of time.

(e) Vendor loses the lease or title for the Leased Premises. Southeastern shall give Vendor written notice thirty (30) days prior to termination. Upon termination of this Lease Agreement, Southeastern shall have no further obligations to Vendor under this Lease Agreement: provided that if this Lease Agreement is terminated prior to the Commencement Date, all amounts paid by Southeastern under Article 20, shall be returned to Southeastern within five (5) days of the date of termination.

(f) Southeastern may terminate this agreement upon sixty (60) days written notice to the Vendor if and only if Southeastern fails to meet the payments required by this agreement because the Legislature of the State of Louisiana or the Corporation for Public Broadcasting fails to provide funding to Southeastern sufficient to meet the payments required by this agreement.

ARTICLE FOURTEEN

REMEDIES OF VENDOR AND SOUTHEASTERN

Section 14.01. (a) If any event of Default by Southeastern occurs, the Vendor shall have the right, at the option of Vendor, to terminate this Lease Agreement, and to thereupon re-enter and take possession of the Leased Premises. If any Event of Default by Southeastern occurs, Vendor shall have the right, at its option, without terminating this Lease Agreement, to reenter and re-lease the Leased Premises as the agent and for the account of Southeastern, upon such terms and conditions as Vendor may deem advisable or satisfactory, in which case the Lease Fee received on such re-leasing shall be applied first to the expense of such re-leasing, including but not limited to, necessary renovation and alteration of the Leased Premises, reasonable attorney's fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Vendor hereunder, and if a sufficient sum shall not be thus realized or secured to pay such sums and other charges, **(i)** at Vendor's option, Southeastern shall pay Vendor any deficiency monthly, notwithstanding Vendor may have received Lease Fees in excess of the Lease Fees stipulated in the Lease Agreement in previous or subsequent months, and Vendor may bring an action therefor as such monthly deficiency shall arise, or **(ii)** at Vendor's option, the entire deficiency, which is subject to ascertainment for the remaining term of this Lease Agreement, shall be immediately due and payable by Southeastern. Nothing herein, however, shall be construed to require Vendor to re-enter and re-lease in any event. The Vendor shall not, in any event, be required to pay Southeastern any surplus of any sums received by Vendor on a re-leasing of said Leased Premises in excess of the Lease Fee provided in this Lease Agreement **(iii)** Such cumulative deficiency due to Vendor from Southeastern on a re-leasing of Leased Premises shall not exceed the total of Southeastern Fees for the current month and up to six (6) additional months of the remaining term of this Lease Agreement, based on the fee in effect for the current year.

(b) If any Event of Default by Southeastern occurs, resulting in termination of this

Lease Agreement, the Vendor shall have the right, at its option, to declare immediately due and payable the sum of Southeastern's share of documented expenses incurred by Vendor to make other improvements prior to Southeastern's occupancy. Said sum shall not exceed Twenty-Five Thousand ($25,000.00) Dollars. Beginning with the Commencement Date and for each year Southeastern occupies the Leased Premises, said amount shall be reduced by twenty (20%) until such time as the entire obligation has been satisfied.

(c) No such re-entry or taking possession of the Leased Premises by Vendor shall be construed as an election on Vendor's part to terminate this Lease Agreement unless a written notice of such intention is given to Southeastern. Notwithstanding any such re-licensing without termination, Vendor may at all times thereafter elect to terminate this Lease Agreement for such previous default or breach. Any such re-entry shall be allowed by Southeastern without hindrance, and Vendor shall not be liable in damages for any such re-entry, or guilty of trespass or forcible entry.

(d) Any and all rights, remedies and options given in this Lease Agreement to Vendor shall be cumulative and in addition to and without waiver of, or in derogation of, any right or remedy given to it under any law now or hereafter in effect.

Section 14.02. If any Event of Default by Vendor occurs, Southeastern shall have the option to exercise all rights under applicable law.

(a) If any event of Default by Vendor occurs, Southeastern shall have the right, at the option of Southeastern, to terminate this Lease Agreement, and to thereupon re-enter Southeastern's Property. If any Event of Default of Vendor occurs, Southeastern shall have the right, at its option, without terminating this Lease Agreement, to lease new premises for the account of Southeastern, upon such terms and conditions as Southeastern may deem advisable or satisfactory, in which case the Lease Fee paid on such re-licensing shall be deduced from any fees due and owing by Southeastern to Vendor. At Southeastern's option, Vendor shall return Southeastern's monthly payment, in excess of the Lease Fees stipulated in the Lease Agreement prorated for the time prior to the default, and Southeastern may bring an action therefor.

(b) Vacating of possession of the Leased Premises by Southeastern shall not be construed as an election on Southeastern's part to terminate this Lease Agreement unless a written notice of such intention is given to Vendor. Notwithstanding any such re-licensing without termination, Vendor may at all times thereafter elect to terminate this Lease Agreement for such previous default or breach. Andy such re-entry shall be allowed by Vendor without hindrance, and Southeastern shall not be liable in damages for any such re-entry, or guilty of trespass or forcible entry.

(c) Any and all rights, remedies and options given in this Lease Agreement to Southeastern shall be cumulative and in addition to and without waiver of, or in derogation of, any right or remedy given to it under any law now or hereafter in effect.

ARTICLE FIFTEEN

QUIET ENJOYMENT AND ADHERING OF THE TERMS HEREOF

Section 15.01. The Vendor covenants and agrees that Southeastern, upon paying the fees herein reserved, and in compliance with the terms and conditions hereof may peaceably hold and enjoy the said Leased Premises during the term hereof and any renewals thereof, without any interference, interruption or disturbance from the Vendor. Further, Vendor shall warrant that there is no condition at the Leased Premises which is in violation of any environmental law, regulation, or rule, and if any environmental claim or suit should become manifest and not due to the acts and/or omissions of Southeastern or one of its employees, Vendor shall defend, indemnify, and hold Southeastern harmless for all such claims and suits. Further, Vendor agrees to remedy any environmental problem discovered at the Leased Premises, but not caused by Southeastern, within thirty (30) days of written notification of said problem.

Section 15.02. Southeastern shall warrant that there is no condition at the Leased Premises which is in violation of any environmental law, regulation, or rule, and if any environmental claim or suit should become manifest and not due to the acts and/or omissions of Vendor or one of its employees, Southeastern shall defend, indemnify, and hold Vendor harmless for all such claims and suits. Further, Southeastern agrees to remedy any environmental problem caused by Southeastern and discovered at the Leased Premises, but not caused by Vendor, within thirty (30) days of written notification of said problem.

ARTICLE SIXTEEN

SURRENDER OF PREMISES

Section 16.01. Upon the expiration or termination of the Leased term and any renewal thereof, Southeastern shall peacefully and quietly surrender the Leased Premises to the Vendor together with all alterations and replacements thereto then on the Leased Premises, in good order, condition and repair, except for reasonable wear and tear. Title to all of Southeastern's trade fixtures, furniture and equipment, including, without limitation, Southeastern's transmitter and combine module, other than building equipment attached to the building in such manner as to constitute real property installed in the Leased Premises shall remain in Southeastern, and, upon expiration or other termination of this lease, the same may, and upon the demand of the Vendor shall, be removed, and any resultant damage to the Leased Premises shall be repaired and restored to its original condition, by and at the expense of Southeastern, provided, however, that if, upon any such expiration or other termination of this lease, Southeastern shall be delinquent or in default under any of the provisions hereof, Southeastern shall not, without Vendor's consent, be entitled to remove any such trade fixtures, furniture or equipment unless and until such delinquency or default shall have been cured.

Section 16.02. At any time during the term of this Lease Agreement, and upon expiration or termination without default thereof, Southeastern, if not in default hereunder, shall have and is hereby granted the right to request that Vendor grant permission for Southeastern to dismantle,

disconnect and remove any and all equipment owned by it which may be connected to the Tower, Building "B" or the Leased Premises. upon receipt of thirty (30) days written notice to remove, Southeastern shall use its best efforts to effect such removal within a reasonable period of time consistent with the preservation of the safety and integrity of the Tower and any equipment located thereon. All expenses incurred by Southeastern in effecting such removal shall be paid by Southeastern. During any term of the Lease Agreement, any equipment which Southeastern desires to be removed shall be so removed within a reasonable time after receipt from Southeastern of written request therefor. All expenses incurred in effecting such removal shall be paid by Southeastern.

ARTICLE SEVENTEEN

ASSIGNMENTS

Section 17.01. The lease hereby granted and all rights, powers, privileges and immunities hereby granted shall be assignable by Southeastern contingent upon Vendor approval with said approval to be not unreasonably withheld.

ARTICLE EIGHTEEN

NOTICES

Section 18.01. All notices, demands and requests by either party to the other shall be in writing, and shall be sent by registered or certified mail, postage prepaid, or overnight delivery service, to the party to receive such notice, demand or request at its address as set forth in Schedule "I" or at such other address as it may have designated by written notice similarly given. All notices, demands or requests shall be deemed to have been given or delivered upon receipt after deposit by first-class registered or certified mail, postage prepaid, or by overnight delivery service.

ARTICLE NINETEEN

CUMULATIVE REMEDIES - WAIVER- OR ORAL CHANGE

Section 19.01. Every term, condition, agreement or provision contained in this Agreement shall be deemed to be also a covenant.

Section 19.02. The specified remedies to which the parties hereto may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by the other party of any provision of this Lease Agreement.

Section 19.03. The failure of either party to insist in any one or more cases upon the

strict performance of any of the terms, covenants, conditions, provisions or agreements of this lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, covenants, conditions, provisions or agreements of this lease.

Section 19.04. This Agreement may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought.

ARTICLE TWENTY

DEPOSIT RECEIPT

Section 20.01. Vendor does hereby acknowledge payment by Southeastern to Vendor of the initial payment of the lease fee in accordance with Schedule "I" annexed hereto.

ARTICLE TWENTY-ONE

VENDOR'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

Section 21.01. Vendor represents and warrants that it has valid legal right and authority to occupy the real property described in Exhibit A, that its ownership or lease to occupy such property is in full
force and effect and that no event of default exists under any lease agreement for the property that would result in Vendor losing its right to use and occupy such real property.

Section 21.02. Vendor represents and warrants that Southeastern shall have sufficient space in the Tower on which to broadcast its signal as specified in Schedule "II".

ARTICLE TWENTY-TWO

MISCELLANEOUS

Section 22.01. The terms, conditions, covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Section 22.02. Each party represents to the other that it has not dealt with any broker in negotiating this transaction, and each hereby agrees to indemnify and save the other harmless of and from any claim or liability for brokerage commissions by any party claiming to have acted on its behalf in this transaction.

Section 22.03. This Lease Agreement shall be construed and enforced in accordance

with the laws of the State of Louisiana venue in connection with any proceedings involved herein to be the 19th Judicial District Court, Baton Rouge, Louisiana.

Section 22.04. This Lease Agreement sets forth the entire Agreement and understanding of the parties with respect to the subject matter hereof. Any and all prior discussions, negotiations, understandings and agreements are hereby merged herein.

Section 22.05. The captions and headings throughout this Lease Agreement are for convenience and reference only, and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Lease Agreement nor in any way affect this Lease Agreement.

Section 22.06. Vendor or Southeastern, at their option and cost, may record this Lease Agreement or a memorandum hereof to be executed by the parties hereto in form for recording following a five (5) day written notice of their intent to so do. Same shall be recorded in the appropriate office of the city, county or state duly prescribed by law for such recordation.

Section 22.07. The Vendor and Southeastern respectively represent and warrant to the other that all necessary corporate action has been duly taken to authorize the execution and delivery of this Lease Agreement and the performance or observance of the provisions of this Lease Agreement.

Section 22.08. The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of the Lease Agreement.

Section 22.09. All Exhibits and Schedules attached to this Lease Agreement shall be deemed part of this Lease Agreement and incorporated herein, where applicable, as if fully set forth herein. Each Schedule shall be executed by the parties hereto.

Section 22.10. At any time when Vendor's consent or approval is required, such consent or approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

VENDOR:	**SOUTHEASTERN:**
	SOUTHEASTERN LOUISIANA UNIVERSITY
By: _____	**By:** _____ **Dr. John Crain** **President** **Southeastern Louisiana University**
Date: _____	**Date:** _____
WITNESS:	**WITNESS:**
By: _____	**By:** _____

SCHEDULE I

CONTRACT# _____

VENDOR:
Address:

Contact:
Telephone:

SOUTHEASTERN: Southeastern Louisiana University
Address: Southeastern Louisiana University
SLU 10783
Hammond, LA 70402

Contact: Damon Sunde, Assistant Athletic Director for Broadcast Services (KSLU)
Telephone: (985) 549-3774

LEASE TERM: The initial term of this lease to be for the remainder of the current fiscal year (ending June 30, 2023) plus One(1) Full Year (July 1, 2023 through June 30, 2024), with Three (3) consecutive One (1) Year mutually agreed renewal options and One (1) Partial Year mutually agreed renewal option that brings the total length of the lease agreement to exactly Five (5) years. Southeastern will endeaver to notify Vendor of its intent to renew, in writing, at least Six (6) months prior to the expiration of the then current term.

MONTHLY LEASE FEE:	$ _____
MONTHLY COMMON EXPENSES:	$ _____
ENERGY USAGE:	$ Separately metered
FEDERAL\STATE\LOCAL TAXES:	$ _____
TOTAL MONTHLY FEE:	$ _____
ONE TIME START-UP FEE:	$ _____ (Due upon execution of Lease Agreement)

SCHEDULE I (Continued)

CONTRACT# _____

MAKE CHECK PAYABLE TO:

_____

_____

_____

_____

VENDOR:

By: _____

Date: _____

WITNESS:

By: _____

SOUTHEASTERN:

SOUTHEASTERN LOUISIANA UNIVERSITY

By: _____
Dr. John Crain
President
Southeastern Louisiana University

Date: _____

WITNESS:

By: _____

SCHEDULE II

CONTRACT# _____

LEASED PREMISES

VENDOR: _____

SOUTHEASTERN: **SOUTHEASTERN LOUISIANA UNIVERSITY**

1. Limited right of use of and access, ingress and egress to the Premises, subject to those rules and regulations set forth in Exhibit "B" annexed hereto and made part hereof.

2. Use of such space on the Tower for the construction and installation of Southeastern's antenna and transmission line at such height or level as is hereinafter set forth hereto:

   a). One (1) common Southeastern-provided 4 Bay FM, or equivalent TX antenna, approximately 48' long, 375 pounds on the northern most leg of the tower. Antenna will be at 260' centered, requiring open tower leg space from 236' to 284'. With an additional 8' of space on the top and bottom of free leg space, from 228' to 292', without possible interference from other signals or antennas.

   b). One (1) Southeastern-provided 7/8" TX foam transmission line.

   c). Authorized Frequencies: TX: 90.9MHz

3. Use of space within the Building "B" as follows:

   a). Minimum of 6' x 6' of floor space for Southeastern's equipment to be installed in _____ building _____.

   b). Access to electrical power for broadcast equipment.

   c). Access to fiber-optic communication services for broadcast equipment.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

VENDOR:	**SOUTHEASTERN:**
	SOUTHEASTERN LOUISIANA UNIVERSITY
By: _____	**By:** _____ **Dr. John Crain** **President** **Southeastern Louisiana University**
Date: _____	**Date:** _____
WITNESS:	**WITNESS:**
By: _____	**By:** _____

SCHEDULE III

PLANS AND SPECIFICATIONS

CONTRACT# _____

This Lease Agreement shall be of no force or effect until such time as the Plans and Specifications annexed hereto have been approved hereon by Vendor and Southeastern.

APPROVED VENDOR:

By: _____

Date: _____

WITNESS:

By: _____

Date: _____

EXHIBIT "A"

(Legally Defined Property Boundaries Specific to Tower and Building B lot or lots)

EXHIBIT "B"

Policies and Procedures for Equipment Installations

(Specific to Tower and Building B)