

## COMMUNICATIONS FACILITIES LICENSE AGREEMENT

By means of this COMMUNICATIONS FACILITIES LICENSE AGREEMENT (this *Agreement*) between EQUINOX BROADCASTING CORPORATION, a Pennsylvania Corporation (*EBC*, or the *Licensor*), and SEVEN MOUNTAINS MEDIA OF NY, LLC, a New York Limited Liability Company (*SMM*, or the *Licensee*) (each, a *Party*, and collectively, the *Parties*), dated this \_\_\_\_ day of \_\_\_\_\_, 2020, the Licensor grants to the Licensee a non-exclusive license (the *License*), in accordance with the terms and conditions set forth below, to operate, to maintain, to repair, and, subject to the limitations contained in any and all other agreements between SMM and EBC, and in any and all agreements between SMM or its affiliate, SOUTHERN BELLE, LLC, and either EBC or an affiliate of EBC (collectively, the *Related Documents*, including those which Exhibit D hereto specifies), to replace or remove the Licensee's communications equipment, including antennas, cabling, hardware, and associated electronics, for Station WPHD(FM), Elmira, New York, FCC Facility ID No. 71509, and related facilities, as specified in Exhibit A to this Agreement, at the communications site owned by EBC and known as the Crane Road Tower Site, located at 355R Crane Road, Horseheads, New York (the *Site* or the *Premises*), at which Site stands the communications tower covered by FCC Antenna Structure Registration 1226774 (the *Tower*).

1. **Grant of License.** In accordance with, and subject to, the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee, and the Licensee hereby accepts, the License specified this Agreement.

2. **Scope of License.** The License will consist of the following rights and duties:

2.1. During the Term of this Agreement, and during any Renewal Term, the Licensee will have the right to maintain, to repair, to operate, and, to the extent consistent with the provisions of any and all of the Related Documents, to replace or remove the equipment and related appurtenances listed in Exhibit B to this Agreement, provided that the Licensee complies with all other provisions of this Agreement and of the Related Documents.

**2.2. Removal or Replacement of Equipment.**

2.2.1. If the Licensee intends to permanently remove any of the equipment listed in Exhibit B to this Agreement, the Licensee will provide, at least 30 days prior to any such planned removal, a detailed written proposal, including a description of what equipment will be removed, a specification of what tower-rigger company will perform the work, and when the Licensee desires that the work take place. Permanent removal of some (but not all) of the Licensee's equipment will reduce the amount due to the Licensor pursuant to Article 6 of this Agreement in calendar months subsequent to the removal, but not by more than 50% of the aggregate sum that would otherwise be due.

2.2.2. Any removal of equipment by the Licensee: will comply with all applicable provisions of both this Agreement and any Related Document; will be done without causing any damage to the Tower or the Site; and will be done by technically qualified and adequately insured personnel approved in advance and in writing by the Licensor. Consistent with the foregoing, the Licensee will remove all of its equipment within thirty (30) days after the termination of this Agreement.

2.2.3. If the Licensee intends to replace with a functional equivalent any of the equipment listed in Exhibit B to this Agreement, the Licensee will provide, at least 30 days prior to any such planned replacement or modification, or removal, a detailed written proposal, including technical specifications of replacement equipment, a specification of what tower-rigger company will perform the work, and when the Licensee desires that the work take place. The Licensors will be under no obligation to approve any replacement of equipment if the wind loading of the Tower would increase, or if static forces placed on the tower would change.

2.2.4. The Licensors will be under no obligation to perform or to commission such work. However, if the Licensors agrees to undertake to perform or commission such work, the Licensee will pay to the Licensors in advance the cost estimate for such work. The Licensee will also promptly reimburse the Licensors for any costs in excess of an original cost estimate that the Licensors reasonably incurs.

### **2.3. Occupancy of additional floor space in the existing Equipment Shelter.**

2.3.1. If the Licensee requires additional space floor space in the existing Equipment Shelter, there will be a surcharge to the License Fee, calculated in accordance with the Licensors's standard rates in effect at the time of the planned occupancy of additional space.

2.3.2. At least thirty (30) days prior to any contemplated installation, the Licensee will provide to the Licensors with specifications for any proposed installation. Such specifications will include the type of equipment, the total additional square footage of floor space required, the routing of all cables and wiring, other pertinent technical information, and the proposed date of installation. The Licensee will be responsible for the acquisition and erection of such equipment, and any necessary electrical infrastructure. The Licensee will pay all direct and indirect costs of such acquisition, erection, and installation.

2.3.3. The Licensee will provide insurance for its equipment. The Licensors will not be liable for burglary, vandalism, losses, or direct or consequential damage due to tower failure or due to other causes.

2.4. **Right of Access.** The Licensee will have the right of ingress and egress to the Site at all times during the Term and any Renewal Term of the License to repair and maintain its equipment located within the equipment shelter.

### **3. Reservations and Prohibitions.**

3.1. The Licensors reserves the right to operate its own equipment at the Site, and to license space and operating rights to others, provided that the operations of later licensees do not interfere with those of the Licensee. The Licensee will not have exclusive possession of any of the Premises, except for the space in the Equipment Shelter occupied by the Licensee's equipment pursuant to the provisions of § 2.1, above, and Exhibit B to this Agreement, provided that no other antennas will be mounted on the Tower in proximity to the Licensee's antennas listed in Exhibit B if such other antennas would materially distort the radiation patterns of the

Licensee's antennas. The Licensee will not sublicense any of the Premises to a third party. The Licensors will have access at all times to the Licensee's equipment so that the Licensors have the ability to deal with any emergency situation that might arise.

3.2. Occasional service outages may be necessary for Tower or Site maintenance, installations, or repairs, during which the Licensors may require the Licensee to reduce operating power or to completely shut down equipment to facilitate such work. The Licensee and the Licensors agree to cooperate with each other and with any and all other licensees to schedule and expedite any such outages.

3.3. The License granted by this Agreement is subject to the terms and provisions of any and all underlying easements or leases, and to any pre-existing restrictions, encumbrances or covenants. Notwithstanding anything to the contrary in this Agreement, if the Site is subject to an underlying easement or lease, the License granted by this Agreement will automatically terminate if the Licensors' rights to the Site are terminated for any reason whatsoever.

4. **Expanded or Modified Scope of Operations.** The Licensee may expand or modify its scope of operations or modify the Premises only with the Licensors' prior written consent and only if the Premises can reasonably accommodate the planned expanded or modified installation. If the Licensors request, the Licensee will provide one or more of a tower structural analysis, frequency analysis, or interference study from an engineering firm or firms acceptable to the Licensors. If additional equipment is involved, or if modified equipment is beyond the scope of the original License, the Parties will renegotiate the fees and other consideration. The Licensee will pay the cost of additions or modifications and the cost of any Licensors services required for the addition or modification.

#### 5. **Term of License.**

5.1. **Initial Term.** The initial term of the License (the *Term*) will begin on the date hereof (the *Commencement Date*), and will end on the last day of the sixtieth full calendar month after the Commencement Date. If the Commencement Date is on the first day of a calendar month, that initial month will be Month No. 1 of the sixty (60) months of the Term. If the Commencement Date is on other than the first day of a calendar month, the Term will include both the remainder of that calendar month, and the sixty (60) succeeding full calendar months.

5.2. **Renewal Terms.** This Agreement will automatically renew for two (2) successive five- (5-) year terms (the *Renewal Terms*) unless the Licensee, at least ninety (90) days prior to the expiration of the Term or first Renewal Term, provides written notice to the Licensors that the Licensee has elected not to allow such renewal to occur. In case of such notice of election by the Licensee, this Agreement will terminate, as the case may be, at the end of the Term or at the end of the first Renewal Term.

5.3. If either Party's operations at the Site cannot lawfully continue due to regulatory changes, eminent domain, or other material impairment resulting from governmental action, then either of the Parties will have the right to terminate the License without further obligation or liability, provided that the terminating Party is not in material breach of its obligations either

under this Agreement or any of the Related Documents. The terminating Party will effect such termination by giving a one-hundred-eighty (180) days' advance written notice of termination to the other Party.

**6. Fees, Charges & Reimbursements.**

6.1. Fees and other consideration for this Agreement appear in Exhibit C to this Agreement.

6.2. In addition to the fees and consideration that Exhibit C specifies, the Licensee will promptly reimburse the Licensors direct cost and overhead for the Licensors services that are required to coordinate and supervise the installation and removal of the Licensee's equipment at the Site, and for any installation, repair and maintenance of the Licensee's equipment that the Licensors may perform. The services that the Licensors may provide and for which the Licensors will be entitled to prompt reimbursement may include engineering, design, labor, equipment, materials, telephone, fax, copying, transportation, meals, lodging, and overhead. The Licensors will provide the Licensee with cost estimates for all work and obtain the Licensee's written approval before performing any services.

6.3. The Licensors will invoice the Licensee for these services at the Licensors standard service rates. Current rate schedules and revisions will be provided to the Licensee upon thirty (30) days written request.

6.4. **License-Fee Escalation.** Beginning with the commencement of the second year of the Term, and on the anniversary date of the Commencement Date each year thereafter, the monthly License Fee will increase from the License Fee for the most recent prior month by four percent (4%).

6.5. **Utilities.** The Licensee shall be responsible for securing and paying for electricity, gas, power, telephone, and any other utility services it requires in the operation of the Licensees equipment, and the Licensors shall grant to each person rendering any such service the necessary utility easements or rights of way over and across the Tower Site to the Leased Premises of Licensee. The Licensors will bear the costs of electricity for any required obstruction lighting of the Tower.

6.6. **Taxes.** If the Licensees use of the Tower or Site at any time during the Term or any Renewal Term of this Agreement results in an increase in the taxes, including any special or betterment taxes levied, assessed, or imposed upon the Tower or Site, the Licensee will bear such increased portion of taxes. The Licensee will pay the same to the Licensors as additional rent hereunder. Such payment of additional rent shall be made within thirty (30) days of the date on which the Licensors transmits notice to the Licensee in writing that such amount is due. The Licensee will promptly pay any taxes directly assessed upon the Licensee or its property by any taxing authority. The Licensee will not allow any tax lien to attach to the Licensors property by virtue of any tax due in connection with the Licensees property.

7. **Invoicing & Payment.** The Licensee will pay the monthly License Fee without prior demand by the Licensor, via electronic transfer of funds, consistent with the provisions of Exhibit C. The Licensor will invoice the Licensee for reimbursements for work performed by the Licensor for the Licensee's benefit and at the Licensee's request. The Licensee will pay the invoiced amounts within ten (10) calendar days of the Licensee's receipt of each invoice, without further demand, via electronic transfer of funds, consistent with the provisions of Exhibit C.

8. **Site Maintenance.** The Licensor will, at its own cost, maintain the Site, grounds, fencing, Tower and road leading to the Site. The Licensor will have the right to make emergency repairs to any equipment on the Premises without first notifying the Licensee, if the repairs are necessary to protect the Site from damage or further damage.

9. **Equipment Maintenance.** The Licensee will, at its own cost, maintain its equipment at the Site and on the Tower in good order, repair, and operating condition, including, but not by way of limitation, the electrical and mechanical maintenance of its antennas, transmission lines, transmitters, and ancillary equipment. The Licensee shall maintain the Licensee's Equipment in satisfactory condition as to appearance, and especially as to safety. The Licensee shall conduct such maintenance in accordance with the standards of good engineering practice and maintenance standards, and all applicable legal and insurance-carrier requirements, to ensure that, all times, the Licensee's Equipment complies with all laws and all requirements of governmental authorities applicable both thereto and to the use thereof.

10. **Licensee Contractors.** If, in accordance with the provisions of this Agreement, the Licensee engages a contractor to perform work at the Site, , before such contractor's personnel or subcontractors enter the Site, the contractor will furnish to the Licensor an insurance certificate showing its liability insurance coverage, which will name the Licensor as an additional insured. If any of the Licensee's contractors, subcontractors, workers or suppliers files a mechanics' or materialmen's liens with respect to the Site, the Tower, or equipment at the Site,, the Licensee will immediately and at the Licensee's own expense take whatever action is necessary to remove such lien or liens.

11. **Safety Requirements.** All work performed at the Site by either Party or its contractors will be in accordance with all applicable federal and state safety and other regulatory requirements, and in accord with the best industry practice. The Licensee will be responsible for job-site safety while the Licensee's crews or the Licensee's contractors or subcontractors are working at the Site. The Licensor will be responsible for job-site safety while the Licensor's crews or contractors are working at the Site. If personnel of both the Licensor and the Licensee are working at the Site, both Parties will cooperate to achieve job-site safety.

12. **Intoxicants and Toxic Substances.**

12.1. **Intoxicants & Drugs; Employee Conduct.** Neither any intoxicant or any illegal drug, nor any employee, agent, contractor, subcontractor, or contractor's or subcontractor's employee or agent who is under the influence of any substance that may impair his or her performance, will be allowed on the Site at any time. The Licensee will

promptly remove from the Site any person on the Site at the Licensee's or a Licensee contractor's or subcontractor's behest who is or appears to be under the influence of any such substance, or who is otherwise unfit to perform, unsafe, or disorderly. The Licensee will ensure that its employees, contractors, subcontractors and their employees will not make excessive noise, exceed speed limits, drive recklessly, use any weapon, or trespass on land that is not owned by, leased by or under easement to the Licensor. If, to perform the Licensee's work, the Licensee or its contractors or subcontractors must enter upon or traverse private property other than the Site and its access road, the Licensee will obtain permission from the property owner before entering.

**12.2. No Toxic or Hazardous Materials.** The Licensee will not use, store, or generate, in connection with, or arising out of, the operation or maintenance of the Licensee's equipment at the Site or on the Tower. any toxic or hazardous waste, substance, or material, or any other environmentally detrimental material, including any toxic or hazardous wastes, substances or materials now or hereafter defined, listed or contemplated under federal, state, or local environmental or hazardous wastes laws (collectively, *Hazardous Substances*). The Licensee will immediately advise the Licensor in writing of the existence, use, storage or disposition of any Hazardous Substances at the Site or on the Tower. The Licensor has the right, but not the obligation, to enter the Site at all times to inspect for the presence of Hazardous Substances and for other reasons. The Licensee agrees that, in the event Hazardous Substances are found to exist on the premises related to or in connection with the use or occupancy of the Site by the Licensee, its agents, employees, contractors, invitees, or anyone or entity in any other way related to the Licensee, the Licensor may, at its sole discretion, require that the Licensee, at the Licensee's sole cost and expense, immediately take all steps necessary to clean up, remove, decontaminate and otherwise treat the Hazardous Substances. The Licensor shall further have the right, in its sole discretion, to take such action as the Licensor deems necessary, to clean up, remove, decontaminate, detoxify, or otherwise remediate such Hazardous Substances. The Licensee agrees to indemnify, defend, and hold Licensor harmless from and against any and all losses, damages, claims, order, decrees, judgments, expenses, and cost (including attorney's fees) accrued by or imposed upon the Licensor in connection with or arising out of any breach by the Licensee of the covenants and obligations in this paragraph or the existence, use, storage, disposition, treatment, or removal of any Hazardous Substances by or on behalf of the Licensee at the Tower Site

**13. Site Cleanup.** The Licensee will ensure that its crews, contractors, and subcontractors will keep the Site clean and that they will properly dispose of any debris resulting from their work. If the Licensee or its contractors or subcontractors allow any debris to accumulate, or improperly dispose of any waste, the Licensor will have the right to remove and to dispose of such debris or waste to remediate the Site. The Licensee will promptly reimburse the Licensor for the costs that the Licensor incurs in doing so.

**14. Interference.**

14.1. The Licensee will install, operate, and maintain its equipment and facilities in a manner which will not physically or electronically interfere with, or cause signal degradation to (collectively, *Interference*), the Licensors' communications systems, or with any communications system or signal of any other licensee whose license (including any license gained by succession or assignment) for the Site predates the Licensee's License (a *Prior Licensee*).

14.2. If the Licensee's operations cause Interference to the operations or systems or signals of the Licensors or of any Prior Licensee, the Licensee will, at its own expense, immediately correct the Interference. If the Licensee fails to immediately eliminate the Interference, the Licensors will have the right to enter the Premises and to shut down the Licensee's equipment and operations until the Licensee can eliminate the Interference or, if the Licensee is unwilling or unable to eliminate the Interference, to declare the Licensee in default and to immediately terminate the Licensee's License.

14.3. In the event of Interference among the operations of multiple occupants of the Site, the requirements for eliminating Interference will be according to the following priorities:

14.3.1. The Licensors' equipment and operations will have top priority, and no equipment or operations of the Licensee or of any other licensee will cause Interference to the Licensors' equipment or operations under any circumstances;

14.3.2. The Licensee's equipment and operations will have priority over those of any other licensee whose license for the Site post-dates the Licensee's License (any *Subsequent Licensee*);

14.3.3. The Licensee's equipment and operations will yield to those of any Prior Licensee at the Site;

14.3.4. If, after the initial installation, the Licensee modifies its equipment or operations at the Site, and if those modifications or changes introduce Interference (including interference affecting any other site, systems, or equipment), then the Licensee will be treated as a Subsequent Licensee with respect to those modifications or changes, and will yield to any other Site occupants. However, for a period of twelve (12) months after such modification, the Licensee's original equipment, operations, and antenna configuration will retain their original priority, in the event that, during that 12-month period, the Licensee desires to reverse the changes and to return to its original mode of operation.

**15. Insurance.** Throughout the Term, and throughout any Renewal Term, the Licensee will maintain at least the insurance coverages specified below. All insurance carriers will be authorized to do business in the State of New York, and the Licensee's insurance will cover all of the Licensee's operations and activities at the Site and on the Tower, including, but not limited to, the operations of contractors and the operations of vehicles and equipment. The Licensee will provide to the Licensors an insurance certificate listing the coverages before using the Site or starting any work, and naming the Licensors as an Additional Insured. The coverages will not be

construed as establishing or limiting the Licensee's liability under the indemnity provision of this Agreement.

**15.1. General Liability — Bodily Injury & Property Damage:**

\$2,000,000 per occurrence

\$4,000,00 general aggregate

**15.2. Fire Damage:** \$100,000 (for any one fire)

**15.3. Medical Expense:** \$10,000 (any one person)

**15.4. Automobile Liability (Including owned or leased vehicles and heavy machinery) — Bodily Injury & Property Damage:** \$2,000,000 per occurrence

15.5. Workers' Compensation insurance covering anyone working at the Leased Premises at the direction of the Licensee including, but not limited to, employees of the Licensee and employees of any contractors or subcontractors of the Licensee.

15.6. Employer's Liability insurance with minimum limits as follows: \$100,000 Each Accident, \$500,000 - Policy Limit, \$100,000, Occupational Disease - Each Employee

15.7. Umbrella Excess Liability insurance with minimum limits of \$2,000,000 Each Occurrence and \$2,000,000 Aggregate, in excess of the above Commercial General Liability limits, Business Automobile Liability limits, and Employers' Liability limits.

15.8. Umbrella Excess Liability insurance on an Occurrence basis with a minimum limit of \$5,000,000 to be provided by any contractor who acts on the Licensee's behest at the site.

15.9. Such other types of insurance and such additional amounts of insurance as, in Licensors' judgment, are necessitated by good business practice.

15.10. The coverage limits set forth above shall be adjusted at the commencement of each and every Renewal Term (if any) in accordance with changes in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics, between the Effective Date and the first day of the relevant Renewal Term. If, at any future time, such Index is no longer published, the Parties will, by mutual agreement, which will not be unreasonably withheld, select a successor Index to be used in calculating such adjustments.

15.11. The Commercial General Liability and Umbrella or Excess Liability policies to be obtained by the Licensee hereunder shall name the Licensor together with such party or parties as may be designated by the Licensor, as Additional Insured(s).

15.12. All policies of insurance obtained by the Licensee hereunder shall provide that any such insurance shall not be subject to cancellation, termination, or change except after 30 days prior written notice to the Licensor.



15.13. On each anniversary of the Commencement Date, Licensee shall provide to Licensors a Certificate of Insurance which certifies that all coverage and limits as required above are in full force and effect at all times during the term of the Agreement.

The Licensee will ensure that the Licensee's contractors and subcontractors and other invitees carry the same types and amounts of insurance while they perform work at the Site.

**16. Personal Injury & Property Damage Indemnity.**

16.1. To the extent allowed by law, the Licensee agrees to defend, indemnify and hold harmless the Licensors, its owners, officers, employees, agents, and affiliates from and against any all claims, losses, penalties, forfeitures, damages, judgments, causes of action, suits, liabilities, costs and expenses, including reasonable expenses, costs and attorneys' fees, arising out of any negligent or willful act or omission of the Licensee's personnel, contractors, or subcontractors of any tier, that causes or contributes to personal injury or property damage in connection with this Agreement. The Licensee will be liable for the cost of restoration, repair or replacement of any of the Licensors' facilities to the extent that any negligent or willful act of the Licensee, its employees, contractors, or subcontractors damages or destroys the same. The Licensee will pay the costs of any road or other property damage that its vehicles or those of its contractors, subcontractors or suppliers causes.

16.2. To the extent allowed by law, the Licensors agree to defend, indemnify and hold harmless the Licensee, its owners, officers, employees, agents, and affiliates from and against any and all claims, losses, penalties, forfeitures, damages, judgments, causes of action, suits, liabilities, costs and expenses, including reasonable expenses, costs and attorneys' fees, arising out of any negligent or willful act or omission of the Licensors' personnel, contractors or subcontractors of any tier that causes or contributes to personal injury or property damage during the performance of this Agreement. The Licensors will be liable for the cost of restoration, repair or replacement of any of the Licensee's facilities to the extent such facilities are damaged or destroyed as a result of a negligent or willful act of the Licensors, its employees, contractors or subcontractors. Notwithstanding the foregoing, the Licensors will not be liable to the Licensee for special, incidental, consequential, punitive, or indirect damages or for any loss of use, revenue, or profit suffered by the Licensee or its permitted successors or assigns, customers, or affiliates in connection with any breach of obligation under this Agreement, nor as a result of any Premises defect, Interference, failure or unavailability of the Tower or any equipment, facility, or service to be provided by the Licensors under this Agreement, or under any other circumstance.

**17. Force Majeure and Eminent Domain.**

17.1. Neither Party will be liable for delays, nonperformance, damage or losses due to causes beyond its reasonable control, including but not limited to, action of the elements, severe weather, fires, floods, sabotage, government or regulatory action or inaction (including withholding of approvals), strikes, embargoes, or delays beyond the control of vendors or contractors. Damage, vandalism, water leakage, failure or collapse of the Tower or an adjacent

tower, or of an equipment shelter, whether or not caused or contributed to by a latent defect, will be considered a Force Majeure event.

17.2. A Party whose performance is hindered or delayed will use its best efforts to reduce the length of the delay and to mitigate the effects of such delay.

17.3. In the event that the Tower or Site facilities are damaged by Force Majeure in excess of half of their original cost, the Licensors may elect not to repair or replace the Tower or Site facilities, in which case the Licensee's License for that Site will terminate. In such an event, the Licensee will have no claim for damages nor refunds of Fees or other payments previously made. However, the Licensors will stand ready to grant a substitute license to the Licensee on terms comparable to those in effect immediately before the damage occurred, so that the Licensee may relocate its equipment to another Licensors site, if such a site exists or if the Licensors agrees to develop such a site, and if tower and equipment-shelter or ground space is or will become both available and suitable to support the Licensee's operations.

17.4. If the land upon which the Tower, guy wire foundations, or equipment shelter are located, is acquired or condemned by a public authority under the power of eminent domain, then the terms of this Agreement will cease and be terminated as of the date title shall have vested in the public authority. The Licensors will be entitled to the entire amount of any condemnation award, except that if the Licensee suffers fixture-removal damages, it shall receive that portion of the condemnation award specifically allotted to such damages, if any. The Licensors will give to the Licensee prompt notice of any claim or commencement of any action or proceeding in condemnation.

**18. No Third Party Beneficiaries; No Property Rights.** The terms and conditions of this Agreement are intended for the sole benefit of the Licensors, the Licensors's affiliates, and the Licensee. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any other party. Nothing in this Agreement or in its performance will create or vest in the Licensee or its successors or assigns any title, ownership, easement or any other property rights in the Licensors's systems, lands or other property, or those of any affiliate of the Licensors.

**19. Laws, Regulations, Permits.**

19.1. The Licensee will, at its expense, acquire and, for the Term and any Renewal Term, maintain in good standing and in full force and effect, all of the permits, licenses, and other authorizations required for the lawful installation and operation of its equipment (collectively, the *Governmental Authorizations*). In the event that the Licensee, through no fault of its own, is unable to obtain or to maintain any Governmental Authorization necessary to the operation of Station WPHD(FM), the Licensee may terminate the License granted under this Agreement upon one hundred eighty (180) days' prior written notice to the Licensors. The loss of, or the expiration of without timely and successful application for renewal of, or the forfeiture, cancellation, or revocation of any Governmental Authorization due to the Licensee's fault or act of commission or omission will constitute an event of default on the part of the Licensee. Throughout the Term

and any Renewal Term, the Licensee will operate its equipment in full compliance with all applicable laws, ordinances, and regulations, including, but not limited to, those of the Federal Communications Commission (the *FCC*).

19.2. Notwithstanding the foregoing, the Licensors will be responsible for obtaining and maintaining in full force and effect any necessary approvals from the Federal Aviation Administration (the *FAA*) for the Tower, for obtaining and maintaining in full force and effect FCC Antenna Structure Registration 1226774, and for complying with any and all applicable FAA tower marking and lighting requirements. The Licensors will ensure that the Tower is operated and maintained in compliance with applicable laws, regulations and ordinances. The Licensors will indemnify and hold the Licensee harmless from any fines or governmental forfeitures caused by the Licensors' failure to comply with these requirements.

## **20. Other Provisions.**

20.1. **Nonexclusivity.** Nothing in this Agreement will preclude the Licensors from entering into additional tower or building licenses, leases, or any other form of business arrangement with any other entity or any person or group.

20.2. **Rights Cumulative.** Except as set forth herein, all rights, powers and remedies herein given to each of the Parties are cumulative and not alternative, and are in addition to those provided by all applicable statutes or rules of law. No delay or omission to exercise any right or power, arising from any default, will impair any such right or power or be construed to be a waiver of any such default, or an acquiescence therein.

20.3. **Governing Law.** The Communications Act of 1934, as amended, the rules, regulations, and policies of the FCC and of the FAA, and the laws of the State of New York applicable to contracts made and to be performed in that State, specifically excluding its conflict-of-law provisions, will govern the construction of this Agreement, and the rights and obligations of the Parties under this Agreement.

20.4. **Proper Venue.** Venue for any action at law or suit in equity will properly lie in the State courts sitting in Chemung County, New York. Both Parties stipulate in advance that such court will have proper subject-matter jurisdiction, and agree in advance to submit to such court's *in personam* jurisdiction.

20.5. **Severability.** If any court of competent jurisdiction rules invalid or unenforceable any provision of this Agreement or the application of this Agreement to any Person or circumstance, such invalidity will not affect any other provision that can be given effect without the invalid provision or application. Any such invalid provision will be given effect to the extent possible, or it will be reformed so as to make it enforceable and valid while preserving, to the maximum extent, the Parties' original intent.

## **20.6. Default and Cure.**

20.6.1. If either Party believes the other Party to be in material breach under this Agreement, the non-breaching Party will promptly provide the breaching Party with notice

specifying in reasonable detail the nature of such default. The Party so notified will then have ten (10) calendar days after delivery of such notice to cure such breach.

20.6.2. If the Party receiving such notice has not cured the breach within the applicable cure period, then the Party receiving such notice will be in default under this Agreement. In the event of a default, the Party that has given such notice of breach may then terminate this Agreement.

20.6.3. The foregoing will not extend or be construed to extend the permissible response time for any action that this Agreement requires to be taken, “immediately,” e.g., the Licensee’s obligation to remove any mechanic’s liens pursuant to § 9, above, or to reduce power, or to suspend operations, or to take other necessary action to eliminate Interference pursuant to Subsection 14.2, above. In the event that the Licensee fails to immediately take an action that this Agreement requires the Licensee to take immediately, the Licensors can immediately declare the Licensee to be in default, and the Licensors will have the right to thereupon terminate this Agreement by written notice to that effect.

20.6.4. Any default by the Licensee under this Agreement will also constitute a default under any and all of the Related Documents.

20.6.5. Any default by the Licensee under any of the Related Documents will also constitute a default under this Agreement.

**20.7. Binding Effect and Assignment.** This Agreement will be binding upon, and will inure to the benefit of, the Parties and their successors and permitted assigns. The Licensee may not assign this Agreement, nor any obligation under this Agreement, without the Licensors’ prior written consent. No assignment will relieve the Licensee of its obligations under this Agreement. The Licensors are free to assign its position under this Agreement to a third party. After such assignment, the Licensors will have no further liability under this Agreement.

**20.8. No Lien Created.** This Agreement will neither act as nor create a lien in favor of the Licensee against the Tower or the Site. Any recorded security instrument, e.g., a mortgage, deed of trust, or other security instrument dated after the date of this Agreement will have preference, precedence, and superiority over the License arising under this Agreement, regardless of the date of recording of such security instrument, provided that the holder of such security instrument agrees in writing that it, and its successors and assigns, will not disturb the License, so long as the Licensee is not in default hereunder. Upon receipt of such a no-disturbance guarantee, the Licensee agrees to execute, for no additional consideration, any instrument which the Licensors or a secured party may deem necessary or desirable to affect further the subordination of this Agreement to any such security instrument.

**20.9. Interest.** All sums becoming due from the Licensee under this Agreement, including all money expended by the Licensors pursuant to the provisions of this Agreement, or on account of any default in the performance and observance of any agreements or covenants of this Agreement, including, but not limited to, court costs and reasonable attorneys’ fees in instituting, prosecuting, or defending any action or proceeding, shall bear interest at the rate of

eighteen (18) percent per annum from the date such sums become due or payable, or in the event that the Licensor expends money because of a default by the Licensee from the date such money was expended.

**20.10. Rules of Construction.**

20.10.1. The masculine form of words will be construed to include the feminine and the neuter, and vice versa, and, unless the context otherwise requires, the singular form of words will be construed to include the plural, and vice versa.

20.10.2. The word “will” connotes an obligation of a Party to act or to forebear from acting in a specified manner, and is not merely predictive.

20.10.3. The words “herein,” “hereof,” “hereto,” and “hereunder,” and other words of similar import, when used in this Agreement, refer to this Agreement as a whole, and not to any particular Section, or Subsection.

20.10.4. The Exhibits that are attached to this Agreement are integral parts of, and are incorporated for all purposes into, this Agreement.

20.10.5. Each of the Parties has had the right, ability, and opportunity to avail itself of the advice and assistance of legal counsel with respect to the wording of and the wisdom of entering into this Agreement. This Agreement is the arms’-length agreement of the Parties, and neither of the Parties will be considered the draftsman of this Agreement.

20.11. **Headings.** The section and subsection headings do not constitute any part of this Agreement and are inserted herein for convenience of reference only.

20.12. **Notices.** Any notice, request, demand or consent required or permitted to be given under this Agreement will be in writing and will be effective:

20.12.1. if transmitted via electronic means, when confirmation of receipt is obtained therefor; or

20.12.2. when delivered personally;

20.12.3. one (1) business day after sent for next-business-day delivery by Federal Express or United Parcel Service or United States Postal Service Priority Mail Express; or

20.12.4. three (3) calendar days after sent by U.S.P.S. Priority Mail, postage prepaid;

20.12.5. in each case, to the following physical address or email address, as applicable:

<b>If to the Licensor:</b> Equinox Broadcasting Corporation 101 Main Street Johnson City, New York 13790 Attention: George Hawras Email: <a href="mailto:george@equinoxbroadcasting.com">george@equinoxbroadcasting.com</a>	<b>With a copy (which will not constitute notice) to:</b> John Joseph McVeigh, Esq. 16230 Falls Road Upperco, Maryland 21155-9305 Email: <a href="mailto:kd4vs@comcast.net">kd4vs@comcast.net</a>
<b>If to the Licensee:</b> Seven Mountains Media of NY, LLC 115 West Main Street Frankfort, Kentucky 40601 Attention: Kristin Cantrell Email: <a href="mailto:kristin.cantrell@gmail.com">kristin.cantrell@gmail.com</a>	<b>With a copy (which will not constitute notice) to:</b> Robert F. Wright, Jr., Esq. 2604 Commons Boulevard Augusta, Georgia 30909 Email: <a href="mailto:rwrightatty@hotmail.com">rwrightatty@hotmail.com</a>

20.12.6. or to such other address as either Party will specify by notice to the other.

20.12.7. If any of the above contact information is to change, the person or entity whose information is changing will promptly notify the other signatories of the impending change.

20.13. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

20.14. **Waiver.** No waiver of any breach of the covenants of this Agreement shall be construed, taken, or held to be a waiver of any other breach or waiver, acquiescence in, or consent to any further or succeeding breach of the same covenant. The Licensor's consent to or approval of any act by the Licensee requiring the Licensor's consent or approval will not waive or render unnecessary the Licensor's consent or approval to or of any subsequent similar act by the Licensee.

20.15. **Savings.** If any court of competent jurisdiction rules invalid or unenforceable any provision of this Agreement or the application of this Agreement to any party or circumstance, such invalidity will not affect any other provision that can be given effect without the invalid provision or application. Any such invalid provision will be given effect to the extent possible, or it will be reformed so as to make it enforceable and valid while preserving, to the maximum extent, the Parties' original intent.

20.16. **Related Documents.** The Parties agree that the Related Documents include those that Exhibit D to this Agreement specifies, as well as any agreements into which the Licensee and the Licensor, or an entity under common control with the Licensor, subsequently enter.

20.17. **Counterparts.** Each of the Parties may execute this Agreement in counterparts, each of which will be deemed an original, but which taken together will constitute one agreement.

20.18. **Entire Agreement & Modifications.** This Agreement, including its attached Exhibits, constitutes the entire agreement and understanding between the Parties, and it

COMMUNICATIONS FACILITIES LICENSE AGREEMENT

EQUINOX BROADCASTING CORPORATION AND SEVEN MOUNTAINS MEDIA OF NEW YORK, LLC

\_\_\_\_\_, 2020

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supersedes any and all previous negotiations, understandings, discussions, correspondence, or representations. Neither this Agreement nor its Exhibits will be modified or changed except by a writing executed by both Parties. No verbal representation of any negotiator, engineer, officer, employee, or agent of either Party will vary the written terms of this Agreement. No waiver of any right under the Agreement will be effective unless a writing signed by the Party that grants the waiver.

IN WITNESS WHEREOF, each of the Parties has caused this COMMUNICATIONS FACILITIES LICENSE AGREEMENT to be duly executed and delivered in its name, and on its behalf, all as of the date and year first above written.

THE LICENSOR	THE LICENSEE
<b>EQUINOX BROADCASTING CORPORATION</b>	<b>SEVEN MOUNTAINS MEDIA OF NY, LLC</b>
BY: _____ <b>GEORGE HAWRAS</b> <b>ITS PRESIDENT</b>	BY: _____ <b>KRISTIN CANTRELL</b> <b>ITS MANAGING MEMBER</b>

COMMUNICATIONS FACILITIES LICENSE AGREEMENT  
EQUINOX BROADCASTING CORPORATION AND SEVEN MOUNTAINS MEDIA OF NEW YORK, LLC  
\_\_\_\_\_, 2020

**EXHIBIT A**  
**LICENSED SITE**

The Licensors are granting to the Licensee, consistent with the terms of the Agreement to which this page is Exhibit A, a License to maintain its communications equipment at the following Site:

<b>SITE NAME</b>	Crane Road Tower
<b>ADDRESS</b>	355R Crane Road, Horseheads, New York 14845
<b>ANTENNA STRUCTURE REGISTRATION NUMBER</b>	1226774
<b>NAD 1983 SITE COORDINATES</b>	North Latitude: 42° 07' 51.3" West Longitude: 76° 47' 24.8"



**EXHIBIT B**  
**EQUIPMENT LIST AND SCOPE OF LICENSE**

SITE NAME: Crane Road Tower

LOCATION: 355R Crane Road, Horseheads, New York 14845

By virtue of this Agreement, the Licensors grants a License to the Licensee, to maintain on the Crane Road Tower each of the following antennas, with a radiation center (RC) at the Height Above Ground Level (AGL) specified below:

Antenna	Type	RC Height AGL	Station
Antenna No. 1	Kathrein Scala Model MF-950B	90 Feet	STL WPYX345 for WPHD
Antenna No. 2	Kathrein Scala Model PR-950	290 Feet	Currently Unused (For Possible Future STL Use)
Antenna No. 3	ERI Model X	205 Feet	WPHD-HD
Antenna No. 4	PSI Model FMR-4E-50WS-R	340.5 Feet	WPHD
Antenna No. 5	Kathrein Scala Model CA2CP	377 Feet	W277DW
Antenna No. 6	Kathrein Scala Model CA2CP	363 Feet	W226BA
Antenna No. 7A	Kathrein Scala Model SCA-CLFMHRM50N	237 Feet	W239BQ (Currently Not Installed)
Antenna No. 7B	Kathrein Scala Model SCA-CLFMVRM50N	242 Feet	W239BQ (Currently Not Installed)
Antenna No. 8	Kathrein Scala Model CA2FM	175 Feet	W228DN (Currently Not Installed)

Additionally, the Licensors grants a License to the Licensee to make other use of the site as follows:

<b>Cabling from the Equipment Shelter to and up the Tower:</b> Coaxial Cables for the above antennas, with suitable mounting brackets and standoffs as necessary	
<b>Equipment-Shelter Space:</b> Use of up to thirty (30) square feet of floor space in the Equipment Shelter for the installation of the Licensee's transmitting equipment and ancillary equipment.	<b>Related External Ground-Mounted Equipment:</b> One Transmission-Line Dehydrator

**EXHIBIT C**  
**MONTHLY LICENSE FEE**

SITE NAME: Crane Road Tower

LOCATION: 355R Crane Road, Horseheads, New York 14845

**Monthly License Fee:**

- During the First Year of the Term — As Follows

Antenna	Amount
Antenna No. 1	\$150.00
Antenna No. 2	\$250.00
Antenna No. 3	\$300.00
Antenna No. 4	\$1,100.00
Antenna No. 5	\$600.00
Antenna No. 6	\$550.00
Antennas Nos. 7A + 7B	\$500.00
Antenna No. 8	\$400.00
(Total)	\$3,850.00

- During subsequent years of the Term, and during years of any Renewal Term — as per § 6.4 of this Agreement.

**Timing and Method of Payments Due:** Monthly, in advance, by the first day of each calendar month, for each full calendar month after the Commencement Date as this Agreement defines such term. If the Commencement Date is on the first day of a calendar month, payment for that initial month will be made within five (5) days thereafter. If the Commencement Date is on other than the first day of a calendar month, payment for that month will be made within five (5) days thereafter, and the Monthly License Fee will be prorated for that fraction of a month. The Licensee will make all payments of monthly license fees without demand, via the electronic transfer of funds to the account specified by the Licensor in written instructions to the Licensee.

COMMUNICATIONS FACILITIES LICENSE AGREEMENT  
EQUINOX BROADCASTING CORPORATION AND SEVEN MOUNTAINS MEDIA OF NEW YORK, LLC  
\_\_\_\_\_, 2020

**EXHIBIT D**  
**RELATED DOCUMENTS**

SITE NAME: Crane Road Tower

LOCATION: 355R Crane Road, Horseheads, New York 14845

The Parties agree that the Related Documents include those listed in the tables immediately below, as well as any agreements into which the Licensee and the Licensor, or the Licensee and an entity under common control with the Licensor or a principal of the Licensor, or an entity under common control with the the Licensee and an entity under common control with the Licensor or a principal of the Licensor subsequently enter.

In the following table, the following abbreviations have the following meanings: BH – Barbara Hawras; EBC – the Licensor; ECI – Europa Communications, Inc.; F&H – Fitzgerald and Hawras, Partnership; GH – George Hawras; SB – Southern Belle, LLC; and SMM – the Licensee.

Agreement	Date	Parties
Asset Purchase Agreement*	December 16, 2019	SB, SMM, and EBC
Secured Promissory Note A*	**	SB, SMM, and EBC
Security Agreement A*	**	SB, SMM, and EBC
Asset Purchase Agreement†	December 16, 2019	SB, SMM and ECI
Secured Promissory Note B	**	SB, SMM and ECI
Security Agreement B	**	SB, SMM and ECI
Communications Facilities License Agreement†	**	SMM and ECI
Asset Purchase Agreement‡	December 16, 2019	SB, SMM and F&H
Secured Promissory Note C‡	**	SB, SMM and F&H
Security Agreement C‡	**	SB, SMM and F&H
Real Estate Lease	December 16, 2019	BH, GH, and SM
* — With Respect to Station WZHD(FM), FCC Facility ID No. 165342 † — With Respect to Station WMTT, FCC Facility ID No. 19858 ‡ — With Respect to Station WPHD(FM), FCC Facility ID No. 71509 ** — Of Even Date Herewith		