

TOWER LICENSE AGREEMENT

THIS TOWER LICENSE AGREEMENT (this “**Agreement**”) is made as of [DATE], 2014, by and between Gray Television Group, Inc. (“**Gray**”), which owns and operates the communications or broadcast tower located at the Tower Site identified below (the “**Tower**”), and Legacy Broadcasting, LLC (“**Licensee**”).

LICENSE SUMMARY

LICENSEE: Legacy Broadcasting, LLC

SITE NAME: [SITE NAME]

TOWER SITE: Certain real property owned, leased, subleased, licensed or managed by Gray on which the Tower is located, with an address of [SITE ADDRESS] and geographic coordinates (NAD 1983) of [LAT] North latitude and [LONG] West longitude (FCC ASR [ASR] (if applicable)).

TERM: A period of five years beginning on [DATE] (the “Commencement Date”) and ending on [DATE] (the “Expiration Date”) (the “Term”).

LICENSE FEE: \$500.00 each month for the first two years in the Term and \$1,000.00 a month for each month in the remaining years in the Term (effective on each anniversary of the Commencement Date).

UTILITIES: Utilities for the operation of Licensee’s Equipment shall be paid by Licensee at its sole expense.

SITE INSPECTION FEE: n/a

CONNECTION FEE: n/a

SECURITY DEPOSIT: n/a

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

GRAY:

LICENSEE:

By: _____

By: _____

Name: Kevin P. Latek

Name: Sherry Nelson

Title: Senior Vice President

Title: President and Managing Member

EXHIBIT A

NOTICES

	GRAY	LICENSEE
	Legal Notices Pertaining to this Agreement	
COMPANY	Gray Television Group, Inc.	Legacy Broadcasting, LLC
ADDRESS	4370 Peachtree Road, NE	849 Washington Street
CITY, STATE, ZIP	Atlanta, GA 30319-3023	Greenville, MS 38701
CONTACT NAME	General Counsel	Sherry Nelson
CONTACT PHONE	404-266-8333	
	Local/Emergency Contact Information	
CONTACT NAME		
CONTACT PHONE		
	Billing and Payments Contact Information	
COMPANY	Gray Television Group, Inc.	
ADDRESS	Shared Services Office 1801 Halstead Blvd	
CITY, STATE, ZIP	Tallahassee, FL 32309	
CONTACT NAME		
CONTACT PHONE		

PREMISES

DESCRIPTION OF PREMISES INCLUDING DESCRIPTION AND SQUARE FOOTAGE OF GROUND SPACE (IF ANY)	
DESCRIPTION OF LICENSEE'S EQUIPMENT	
HEIGHT OF ANTENNA MOUNT ON TOWER	
TRANSMIT FREQUENCIES	
RECEIVE FREQUENCIES	

See Following Page for Depiction Of Tower And Tower Site

EXHIBIT A
(continued)

[GRAY TO ATTACH DEPICTION OF TOWER AND TOWER SITE WITH ACCESS SHOWN]

EXHIBIT B

STANDARD TERMS AND CONDITIONS

1. **Additional Definitions.** All capitalized terms used herein shall have the same meaning as in this Agreement unless otherwise specifically defined herein or below.

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

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

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

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

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

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

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

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

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

(j) **Intermodulation Study:** A study to determine whether an Interference problem may arise.

(k) **Premises:** Location of the Equipment on the Tower and the Ground Space as more specifically described on Exhibit A.

(l) **Prime Lease:** The lease(s), sublease(s) or other prior agreement(s) or instrument(s) (e.g., deed) from which Gray derives its rights in the Tower Site and/or which contain(s) restrictions on use of the Tower Site, as described in Section 26 below.

(m) **Priority Users:** Any licensed user of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in Section 7, which status is subject to change as set forth herein.

(n) **Subsequent Users:** Any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in Section 7, which status is subject to change as set forth herein.

(o) **Tenant:** Any other user or broadcaster now or hereafter on the Tower and/or Tower Site and including, where the context applies, Licensee.

(p) **Work:** Any improvements, modifications, enhancements, replacements or add work performed on the Tower Site by or on behalf of Licensee.

2. **Use.** The Premises may be used by Licensee for Licensee's Permitted Use and no other use. Gray agrees to cooperate with Licensee in obtaining, at Licensee's expense, all licenses and permits required for Licensee's use of the Premises. Gray reserves the right to move Licensee's Equipment to comparable space on the Tower at Gray's expense, and subject to the consent of the FCC if required, so long as the same does not interfere with Licensee's rights under this Agreement; *provided that*, if such consent of the FCC is required and the FCC does not provide such consent, this Agreement shall be terminated. Licensee shall comply with all Applicable Laws in connection with the installation, maintenance, use and operation of the Equipment and Licensee's use of the Premises and/or Tower Site. Licensee shall at all times keep the Equipment and Premises in good and safe condition, order and repair.

3. **Holdover.** In the event Licensee holds over after the termination of this Agreement without the written consent of Gray, Licensee shall become a tenant from month to month with a license fee equal to 150% of the License Fee and Utility Fee (if any) in effect at the time of such holdover. Any holding over by Licensee without the written consent of the Gray shall be deemed to be a tenancy at sufferance or at will.

4. **License Fee.**

(a) Beginning on the Commencement Date and continuing monthly throughout the Term, Licensee shall pay Gray the License Fee and the Utility Fee (if any), plus applicable taxes (if any), payable on the first day of each month in advance to Gray at Gray's billing address specified in Exhibit A. Each payment must identify the Site Name. Licensee shall not have any right of setoff, refund, or placement in escrow for any reason or purpose, except as expressly set forth herein with regard to the License Fee.

(b) All other fees, if any, identified in the License Summary, including without limitation, the Connection Fee and Site Inspection Fee, shall be delivered to Gray upon execution of this Agreement.

(c) Any amounts not paid within five business days of when due shall bear interest until paid at the lesser of (i) five percent per annum or (ii) the maximum rate permitted under state or federal law. Licensee shall be responsible for and pay all charges related to utility services necessary to service the Equipment of Licensee. Licensee shall pay all taxes and other fees or charges attributable to the Premises leased by Licensee hereunder, including any increase in real property taxes assessed on the Tower Site if directly or solely attributable to the Equipment (or any other improvements) placed by Licensee on the Tower Site. Licensee shall pay any taxes attributable to the rents paid by Licensee hereunder to Gray.

5. **Work.** Licensee shall not perform any Work without the prior written approval of Gray, which shall not be unreasonably withheld so long as such Work does not cause Interference with any other Tenant's use of the Tower and so long as the weight and load levels of the Tower are not increased as a result thereof. All Work shall comply with plans approved by Gray and with all Applicable Laws. Licensee shall ensure that the Work does not interfere or cause Interference with communications systems, equipment and operations of other Priority Users on the Tower Site. Gray reserves the right, in its sole discretion, to refuse to permit any person or company to climb any tower structure owned or leased by the Gray. Licensee shall pay all invoices of labor and materialmen in a timely manner to prevent the imposition of any liens on Gray's property or Licensee's property located on the Tower Site. In no event shall Licensee install or cause to be installed any additional utilities without the prior consent of Gray, which consent shall not be unreasonably withheld. A Structural Analysis, AM Detuning Study and/or an Intermodulation Study may be required by Gray in connection with any proposed Work, with such requirement delivered to Licensee simultaneously with Gray's approval of Licensee's Work, and Licensee will be liable for the cost thereof. Upon completion of any Work, Licensee shall submit written evidence satisfactory to Gray confirming that the modifications and/or improvements were performed in precisely the manner as approved by Gray, without any change whatsoever, unless said change had the prior written approval of Gray.

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

7. **Interference.**

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

(b) **Information.** Licensee shall cooperate with Gray and with other lessees, licensees or occupants of the Tower Site for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within ten days of Gray's request, shall provide Gray with a list of

Licensee's transmit and receive frequencies and Equipment specifications necessary to resolve or investigate claims of Interference.

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

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

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

8. **FCC Requirements Regarding Interference.** Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to FCC Rules and Regulations, to redress any Interference independently of the terms of this Section. Notwithstanding anything herein to the contrary, the provisions set forth in this Section shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Equipment. If Licensee deploys its frequencies or operates the Equipment in a manner which prevents any other user of the Tower or Tower Site from decoding signal imbedded in their licensed frequencies such that Gray makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by Gray, Licensee shall be default of this Agreement and the remedies set forth in Sections 7 and 16 shall apply.

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

10. **Insurance.**

(a) Prior to commencing any work or otherwise rendering the services under the Agreement, Licensee will provide to Gray Television, Inc. ("Certificate Holder") (at P.O. Box 1867, Albany, GA 31702-1867, Attn: Risk Management) with a (1) a fully executed copy of this Agreement and (2) a Certificate of Insurance verifying the minimum coverages below with respect to the insurance policies of Licensee and the policies of each subcontractor to be utilized by Licensee to perform any portion of work or services under this Agreement, in all cases, with each insurance carrier having a rating by A.M. Best of A- VII or higher and all such insurance being primary and non-contributory:

- (i) **Commercial General Liability** – an Occurrence based ISO policy or its functional equivalent that includes contractual liability; a minimum of \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products-Completed Operations Aggregate / \$5,000 Medical Expense (any one person). Gray Television, Inc. and all its subsidiaries must be named as Additional Insured by form CG2010 07 04 and CG2037 07 04 or their functional equivalents. Waiver of Subrogation applies in favor of the Additional Insureds and Certificate Holder.
- (ii) **Umbrella Coverage** – a minimum limit of \$10,000,000. Gray Television, Inc. and all its subsidiaries should be named as an Additional Insured.
- (iii) **Professional E&O Liability** (structural engineering) – a minimum of \$1,000,000 per occurrence.
- (iv) **Automobile Liability** – a minimum \$1,000,000 CSL with both hired and non-owned liability. Gray Television, Inc. and all its subsidiaries should be named as Additional Insured. Waiver of Subrogation applies in favor of the Additional Insureds and Certificate Holder.
- (v) **Workers' Compensation / Employers Liability** – a minimum of \$1,000,000 each accident, \$1,000,000 policy limit, \$1,000,000 each employee. Policy must include each proprietor, partner, executive, officer, or LLC member of Licensee. Waiver of Subrogation applies in favor of the Additional Insureds and Certificate Holder.
- (vi) **All Risk Builders / Installation Floater** – a minimum of replacement cost value of the tower, antennae, cost of modifications, repairs or alternations, and estimated cost of debris removal. Coverage should include Faulty Workmanship or Materials and Faulty Design Specifications.

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

(c) Licensee will avoid any action that may cause damage to any part of the Tower Site or equipment owned by Gray's other Tenants. Gray shall not be responsible for any damages caused by Acts of God or any other acts beyond the control of Gray, its agents, employees, contractors, invitees, guests or other representatives.

11. **Condemnation.** Any condemnation of any parts of the Tower Site not preventing enjoyment of Licensee's rights hereunder shall have no effect on this Agreement. If such enjoyment is partially and

adversely affected, there will be an equitable adjustment of the License Fee, and in any case, Gray shall collect the entire award, and to the extent of the award shall carry out any physical restoration of the balance of the Tower Site required for continued exercise of Licensee's rights hereunder. If such condemnation prevents enjoyment of Licensee's rights hereunder, this Agreement shall be terminated and the parties shall be free to make and prosecute claims against the condemning authority for their respective damages. Notwithstanding anything in this Agreement to the contrary, Licensee acknowledges and understands that Licensee has no real property interest as a result of this Agreement and that this Agreement constitutes a mere license entitling Licensee to the rights and privileges set forth herein as contractual interests of a personal property nature.

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

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

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

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

(a) Immediately upon demand of Gray, Licensee at Licensee's sole expense shall have RF Radiation Studies performed to respond to any reasonable belief by Gray that Licensee's use of the Tower Site is in violation of any applicable radio frequency ("RF") radiation restrictions or any other law, rule or regulation. Such studies shall be certified to and delivered to Gray. Licensee shall immediately shut down its Equipment, transmission operations and systems upon notice from Gray, or if at any time Licensee has reason to believe, that failure to so act will or may foreseeably result in human exposure to RF radiation in excess of guidelines established by the American National Standards Institute (including any other successor association established for the same purpose, "ANSI") or FCC Rules and Regulations in effect at such time. Licensee shall also shut down or reduce its transmission operations as reasonably requested by Gray to permit inspection, construction or maintenance activities in or on the Tower Site,

whether such request is made to accommodate Gray's or another Tenant's or user's needs. All such requests by Gray requiring the reduction or shutdown of Licensee's operations for discretionary purposes shall be given with reasonable advance notice and shall be made for periods that are intended to cause as little disruption to Licensee's operations as is commercially reasonable. Licensee shall inform all employees, agents and contractors who may perform work at the Tower Site of radiation protection rules, including those set forth herein, and shall inform all such persons of the presence of warning signs at the Tower Site designating certain areas or locations as prohibited areas or "hot spots." Licensee shall maintain compliance with all applicable rules, laws and regulations concerning RF radiation.

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

16. **Default.**

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

(b) Upon the expiration of the Term or termination of this Agreement in accordance with any provisions of this Agreement, Licensee shall quit and peaceably surrender the Tower and its space on the Tower and within the Tower Site to Gray in good order and repair less reasonable wear and tear; damage by fire and other casualty excepted provided insurance proceeds are delivered to Gray if the damage is covered by insurance required of Licensee hereunder.

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

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

17. **Continuing Obligation.** Neither the termination of this Agreement for default nor any dispossession order shall relieve Licensee of its previously accrued and future liability and obligations under this Agreement, and any such liability and obligation shall survive any such termination or order. In such event, whether or not any part of the Tower Site licensed hereunder shall be relet, Licensee shall pay to Gray the license fees and all other charges required to be paid by Licensee up to the time of such expiration or termination of this Agreement. Thereafter until the end of what would have been the term of this Agreement in the absence of such termination, Licensee shall be liable to Gray for, and on ten days' notice to Licensee shall pay to Gray, as and for liquidated and incurred damages for default.

18. **Waiver.** No failure by Gray to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy upon a default by Licensee hereunder and no acceptance of full or partial rent during the continuance of any such default shall constitute a

waiver of any such default or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by Licensee, and no default with respect thereto, shall be waived, altered, modified or terminated except by written instrument executed by Gray. No waiver of any default shall otherwise affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to another then existing or subsequent default with respect thereto.

19. **No Recordation.** The parties agree that neither this Agreement nor a memorandum hereof shall be recorded in the land records in the county in which the Tower is located.

20. **Indemnification.** Except to the extent caused by the willful misconduct or gross negligence of Gray, its agents, employees and contractors, Licensee shall indemnify and hold Gray and its employees and affiliates (the “**Gray Parties**”), harmless from any and all Claims which may be imposed upon or incurred by or asserted against the Gray Parties by reason of the acts or omissions of Licensee, its employees, agents, contractors, invitees, guests or other representatives, and Licensee shall compensate Gray for all damages sustained by Gray. Gray shall indemnify and hold Licensee harmless from any and all Claims to the extent resulting from the willful misconduct of Gray, its agents, employees and contractors.

21. **Limitation of Liability.** Gray shall not be liable for any damage, cost, compensation or claim arising out of any act or omission resulting in inconvenience, annoyance, interruption of transmission and loss of revenue resulting in the necessity of repairing or replacing any portion of the Premises, the interruption in the use thereof or the termination of this Agreement by reason of the destruction thereof. Notwithstanding anything to the contrary contained in this Agreement, the covenants, undertakings and agreements herein made on the part of Gray are made and intended not for the purpose of binding Gray personally or the assets of Gray, but are made and intended to bind only the Gray’s interest in the Tower Site, as the same may, from time to time, be encumbered and no personal liability shall at any time be asserted or enforceable against Gray or its stockholders, officers, employees, affiliates, or respective successors and assigns on account of this Agreement or any agreement of Gray hereunder.

22. **Liens.** If any mechanics, laborers or materialman’s lien shall at any time be filed against the Tower Site or any part thereof as a result of Licensee’s occupancy thereof, or which arises out of any claim asserted against Licensee, Licensee within twenty days after written notice of the filing thereof shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

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

24. **Quiet Enjoyment.** Gray covenants that Licensee, on paying the applicable fees and performing the covenants herein contained, shall and may peacefully and quietly hold and enjoy the rights provided for in this Agreement for the term hereof and subject to the provisions contained herein. Except as to a claim of title superior to that of Gray which would violate the covenant of quiet enjoyment set forth in this Paragraph, Gray makes no representations or warranties whatsoever and Licensee accepts the rights and privileges set forth herein strictly on an “As Is” basis. Licensee agrees that this Agreement shall be subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or

amounts whatsoever that may now exist or hereafter be placed on or against the Tower Site or on or against Gray's interest or estate therein, all without the necessity of having further instruments executed by Licensee to effect such subordination.

25. **Notices.** Any and all notices, consents and other communications provided for herein shall be in writing and shall be deemed sufficiently given when delivered by a nationally recognized overnight courier or by registered or certified mail to a party at the appropriate address set forth in Exhibit A (or another address provided in writing by the receiving party).

26. **Term Subject to Prime Lease.** The following paragraph shall only apply in the event that Gray holds a leasehold interest in the Tower Site:

If Gray's rights in the Tower Site are derived from a Prime Lease, then the Term shall continue and remain in effect only as long as Gray retains its interest under said Prime Lease. Gray covenants and agrees to take no action that would create a default under a Prime Lease or exercise any right to terminate without cause that may be contained in a Prime Lease and to exercise all renewal rights contained in a Prime Lease for the Term of this Agreement. Prior to exercising any right to terminate the Prime Lease for cause, Gray shall give Licensee thirty days prior written notice and an opportunity to cure the default of the counter party to the Prime Lease. If Gray terminates the Prime Lease for cause, Gray shall give Licensee a reasonable opportunity to negotiate a license with the counter party to the Prime Lease and agrees to convey the tower and any of Gray's equipment or facilities located at the Site that support Licensee's operations to Licensee, if requested by Licensee. If the Prime Lease expires prior to the expiration of the Term of this Agreement, after all renewal rights contained therein have been exercised, then Gray agrees to exercise commercially reasonable efforts to negotiate an extension of the term of the Prime Lease for a period equal to the then remaining Term of this License. Notwithstanding the foregoing sentence, after exercising all renewal rights contained in a Prime Lease, Gray shall not be obligated to (i) enter into a new prime lease or extend the Prime Lease if it becomes apparent to Gray that it would be economically disadvantageous to do so, or (ii) continue negotiations to extend the Prime Lease if it becomes apparent to Gray that it will not be able to negotiate economically advantageous terms. If Gray makes the determination not to attempt or make further attempts to negotiate a new Prime Lease or a renewal of the Prime Lease as described in (i) or (ii) in the preceding sentence, Gray shall give Licensee written notice thereof and, at Licensee's request, Gray shall assign to Licensee its interest in the Prime Lease and convey the Tower and any of Gray's equipment located at the Tower Site that support Licensee's operations; thereafter, Licensee may attempt to negotiate a new prime lease or extension of the Prime Lease.

27. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and effective with the Commencement Date supersedes all prior agreements, representations, and conditions between the parties with respect thereto. All questions regarding the validity, interpretation, performance and enforcement of the provisions of this Agreement shall be governed by the laws of the state in which the Tower Site is located. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provision. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. This Agreement

may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.