

BROADCAST TOWER SPACE LEASE AGREEMENT

This BROADCAST TOWER SPACE LEASE AGREEMENT ("Lease") made as of the 23rd day of January, 2016 by and between **Gunnison Radio, Inc.**, a Colorado corporation ("Lessor") and **Pilgrim Communications, Inc.** ("Lessee").

WITNESSETH:

WHEREAS, the Lessor is the owner of a tower located on "W" Mountain, Gunnison, CO; and

WHEREAS, due to default or failure of Bobcat Radio, Inc., to operate Radio Station KVLE-FM, Gunnison, CO (Fac. ID # 27158) ("Station"), the Lessee has taken over operation of the Station; and

WHEREAS, Lessee desires to obtain a tower use leasehold interest from the Lessor which will permit the location of the antenna, transmission cable and associated space in the Lessor's transmitter building for the Lessee's transmitter and related equipment which is necessary for the operation of the Station; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Lease, the parties intending to be legally bound, agree as follows:

LEASEHOLD INTEREST. Lessor lets to Lessee and the Lessee leases from Lessor the following:

That section of the Tower which is necessary for operation by Lessee's Station, including the antenna and transmission line, and space in the building for transmitter and related equipment as is required for the efficient and effective operation of the Station. See Attachment 1 for a listing of the specific equipment to be used and for the antenna location on the tower.

Right-of-way space on the Tower for the connection, and passage by cables, wires and transmission lines, and any transmission equipment on the ground.

Unrestricted access to the Tower site for the purpose of operating broadcast equipment owned or operated by Lessee located there.



Lessee agrees to keep its transmitting and related equipment which is located in the Lessor's transmitter building in a segregated area of said building, and further agrees to make space available for Lessee's satellite dish and cables (if any).

Lessor can use, and/or lease to a third party any other portion of the Tower for broadcasting operations or other compatible communications operations, provided, however, that such new antennas shall not cause improper interference to Lessee's broadcast signal.

Lessee shall operate its Station in full compliance with all FCC Rules and Regulations.

Lessor shall have the right to require the relocation of the Lessee on the Tower. In the event that it is determined that due to repair, enhancement, or replacement of Lessor's broadcasting transmitting equipment the Tower fails wind-loading and/or weight-loading specifications, Lessor will make reasonable efforts to relocate the Lessee. If Lessee cannot be reasonably relocated on the Tower, the Lessor can terminate this Lease and Lessee's property will be removed from the Tower.

In the event the Lessee wishes to modify its present broadcasting system, it must obtain prior written consent of the Lessor. It is agreed and understood that Lessor may require Lessee to undertake a tower study/ engineering study prior to any approval of said modification. All changes must be in full compliance with FCC Rules and Regulations. Said approval shall not be unreasonably withheld.

TERM OF LEASE. Upon all the terms and conditions of this Lease, Lessee shall have and hold the right to possess the property for an initial five (5) year term beginning on Lessee's resumption of control of the Station (hereinafter referred to as "Commencement Date") and ending at midnight on that certain calendar day one (1) day prior to the fifth (5th) anniversary of said Commencement Date (the "Initial Term"), unless this Lease is extended or sooner terminated as specifically hereinafter provided. This Lease shall automatically renew ("Renewal Date") for an additional five (5) years at the end of the Initial Term, unless the Lessee provides

written notice to Lessor, within ninety (90) days of the scheduled Renewal Date that it does not intend to renew.

RENT. Lessee shall pay the Lessor rent in the amount of **Five Hundred and 00/100 Dollars (\$500.00)** per month due and payable on the first (1st) day of the month. The first payment of rent shall be due the month in which Lessee takes control of the Station. Rent shall be considered late if not received within ten (10) days of the due date. A One Hundred Fifty Dollar (\$150.00) penalty shall be assessed for any payment received after that date. In the event the rent and any late payment is not paid by the twentieth (20th) day after the rent due date, this Lease may be terminated by Lessor. The Parties agree that upon each "anniversary date" of this Lease, the Rent payment shall be increase by three percent (3%).

ASSIGNMENT. The Lessee shall have the right to assign this Lease and its rights under the Lessee to any affiliate or subsidiary of the Lessee or subsequent owner of the Station, with the written approval of Lessor, which shall not be unreasonably withheld.

REPAIRS AND MAINTENANCE. Lessor shall be responsible for all maintenance and repair of the Tower and the Tower supporting structures. Lessee shall be responsible for the maintenance and repair of its own equipment.

PAYMENT OF TAXES. Lessor shall be responsible for the personal property taxes imposed against the Tower and supporting structures. Lessee shall be responsible for the payment of any personal property taxes imposed against the fixtures or equipment on the leased premises owned by Lessee.

UTILITIES.

Lessor shall pay when due all Tower lighting or other electric utility charges made against the Leased Premises during the term of this Lease.

Lessee shall pay its separately metered electrical charges in connection with the operation of its transmitter and other equipment, and all telephone line charges associated with the exclusive operation of Lessee's transmitter, antenna, and related equipment.



INSURANCE. Lessor shall maintain adequate insurance coverage against fire, storm or other casualty loss or damage to Lessor's property, as well as liability insurance against personal injury or property damage. Such insurance shall specifically provide for coverage for the repair and replacement of all structures, machinery and equipment owned by Lessor located on or adjacent to, the Tower.

Lessee shall maintain adequate insurance coverage against fire, storm or other casualty loss or damage to Lessee's property, as well as general liability insurance against personal injury of not less than Five Hundred Thousand Dollars (\$500,000.00). Evidence of said insurance shall be provided to Lessor upon request of Lessor. Failure to maintain said general liability policy by Lessee shall result in the immediate termination of this Lease.

DAMAGE TO OR DESTRUCTION OF THE TOWER.

If the Tower or any part thereof, or any equipment thereon shall be wholly or materially damaged or destroyed, at the sole option of the Lessor, the Lessor may repair, restore and/or replace the same, at the expense of Lessor, to the condition which existed immediately prior to the occurrence of such casualty.

However, in the event the damage to the Tower or any part thereof, or any equipment thereon, cannot be repaired within sixty (60) days (as reasonably estimated by Lessor as soon as practicable after the occurrence of such damage) Lessor may terminate this Lease as of the date of such damage.

EMINENT DOMAIN. If the Tower location shall be appropriated or taken under the power of eminent domain by any public or quasipublic authority, this Lease shall be terminated as of the date of such taking and Lessee shall thereupon be released from any further liability hereunder. The date of such taking shall be the date on which legal title shall vest in the condemning authority.

ACCESS TO LEASED PREMISES. It is mutually understood and agreed between the parties that each shall maintain broadcast apparatus on the Tower. Lessor and Lessee shall have the



right to full and unrestricted access to the Tower for the purpose of operating, maintaining, inspecting and repairing such broadcast apparatus.

USE OF TOWER.

Lessee shall not take any action which will cause or permit electrical interference to the broadcast signal of any broadcasting apparatus existing on the tower on the date of this Lease. In the event of interference, Lessee shall have ten (10) business days to cure the problem. Failure to cure could result in the termination of this Lease by Lessor.

Lessee shall be liable to Lessor and shall indemnify Lessor for any loss or damage to Lessor's equipment, or for destructive electrical interference to the broadcast signals of Lessor consequential or otherwise occasioned by, growing out of, or arising from any act or failure to act by Lessee, its agents or employees, including such acts or failures to act by any tenant or other lessee of Lessor, which Lessor shall suffer to exist or continue to exist on the real property of Lessor or the Tower.

Any uncured breach by Lessee of Lessor's right of use of the Tower as defined herein, shall confer upon Lessor the right to terminate this Lease. Such rights shall be in addition to, and exclusive of such other rights contained in this Lease or such rights at law or equity which Lessee may possess.

INDEMNIFICATION OF PARTIES. Lessor shall have no liability for any loss or damage due to personal injury, property damage, or electrical interference, and Lessee will indemnify and save Lessor harmless from any loss, damage or liability, consequential or otherwise occasioned by, growing out of, or arising, or resulting in connection with, Lessee or any act or failure to act by Lessee, its agents, or employees. Lessee shall have no liability for any loss or damage due to personal injury, property damage, or electrical interference, and Lessor will indemnify and save Lessee harmless from any loss, damage or liability, consequential or otherwise occasioned by, growing out of, or arising, or resulting in connection with, Lessor or any act or failure to act by Lessor, its agents, or employees.

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct marks: a large, stylized signature at the top, and two sets of initials below it, one appearing to be 'ML' and the other 'LR'.

AUTHORIZATION. Lessor and Lessee 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 and the performance or observance of the provisions of this Lease.

NO WAIVER. Failure or delay on the part of either Lessor or Lessee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

NOTICE. Any and all notices, demands or other communications required by this Lease or by law, or desired to be given hereunder, by any party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail, certified, postage prepaid, return receipt requested. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given as of the date shown on the return receipt if the same is deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth:

If to Lessee: Pilgrim Communications, Inc.
P.O. Box 90
New Palestine, IN 46163

If to Lessor: Gunnison Radio, Inc.
P.O. Box 1288
Gunnison, CO 81230

Any party hereto may change its address for the purpose of receiving notice, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

AGENTS AND PARTIES. From time to time Lessor or Lessee by notice as aforesaid may appoint one or more agents to act for them.

BENEFIT. The parties hereto understand and agree that this Lease shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

OTHER DOCUMENTS. The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Lease.



ATTACHMENTS. All attachments to this Lease shall be deemed part of this Lease and incorporated herein, as if fully set forth herein. Each page of each attachment shall be initialed by the parties to this Lease. If any provision in any Exhibit conflicts with or is not consistent with the provisions of this Lease, the terms of this Lease shall govern.

DEFAULT AND ATTORNEYS' FEES. In the event that either party hereto default in the performance of any of its obligations hereunder, and shall fail to cure said default within ten (10) days after receiving written notice of such default by the complaining party (except where the defaulting party is required under the provisions of this Lease to perform within a shorter period of time, or if not curable within ten (10) days, than shall either party fail to take affirmative steps to cure such default within said period), and should the complaining party thereafter refer such matter to an attorney, then whether or not suit or action is instituted with respect to such matter, the other party shall be entitled to reasonable attorneys' fees and costs incurred in connection with such matter, provided the other party is not also in material breach of this Lease.

COUNTERPARTS. This Lease may be signed by any number of counterparts with the same effect as if the signature of each such counterpart were upon the same instrument.

HEADINGS. The headings of the paragraphs of this Lease are inserted as a matter of convenience and for reference purposes only and in no way define, limit or describe the scope of this Lease or the intent of any paragraph hereof.

ENTIRE AGREEMENT. This Lease is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof.

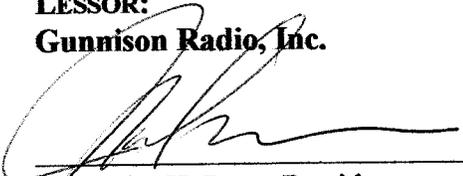
MODIFICATION OR AMENDMENT. No amendment, change or modification of this Lease shall be effective unless in writing stating that it amends this document and signed by each of the parties hereto.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Colorado.

Handwritten initials and signatures in the bottom right corner of the page. There are three distinct marks: a set of initials 'JH' at the top, a signature 'W' in the middle, and another signature 'JR' at the bottom.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR:
Gunnison Radio, Inc.



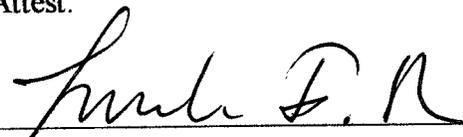
By: John H. Rees, President

LESSEE:
Pilgrim Communications, Inc.

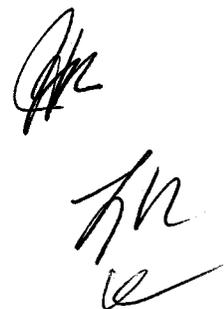
 COO 1/23/16

By: Ronald Crider, Chief Operating Officer

Attest:



Linda F. Rees, Secretary



ATTACHMENT 1

AK
AK
W