

## AM RADIO TRIPLEXING & LEASE AGREEMENT

THIS AM RADIO TRIPLEXING & LEASE AGREEMENT (the "Lease") is entered into this 22<sup>nd</sup> day of January, 2020 by and between Entercom Nevada, LLC, a Delaware limited liability company ("Landlord"), and Beasley Media Group, LLC d/b/a KDWN, a Delaware limited liability company ("Tenant"). Landlord and Tenant sometimes referred to individually as the "Party" or collectively as the "Parties."

WHEREAS, Landlord owns and operates a multi-tower array that is currently being used to broadcast the signals of KXST(AM), 1140AM licensed to North Las Vegas, Nevada and KXNT(AM), 840AM licensed to North Las Vegas, Nevada currently diplexed (together, the "Entercom AM Stations") and to broadcast one or more of the Landlord's FM current and future FM/Translator radio stations (together, the "Entercom FM Stations") via a master antenna system owned by Landlord ("Master Antenna"), and an equipment building ("Building"), all located on real property owned by Landlord and commonly referred as 5800 N. Sloan Lane, North Las Vegas, NV ("Land").

WHEREAS, Landlord now desires to lease to Tenant, and Tenant desires to lease from Landlord: (a) use of the three of the five towers located at on the Land, commonly referred to by Landlord as the East Central, South Central and West Central towers (collectively, the "Triplex Tower(s)") to allow Tenant to diplex its AM radio station operating at 720AM (currently known as KDWN(AM)) ("KDWN") from the Triplex Towers, (b) the right to construct and utilize a Landlord-owned 30 foot tower for installation of Tenant's STL dish(es) ("STL Tower" and, together with the Triplex Towers, the "Towers"), (c) an option right to connect up to four (4) Tenant owned FM radio stations to the Master Antenna ("Tenant FM Station(s)") via a separate lease(s), and (d) space in the Building for Tenant's associated equipment, together with rights of ingress and egress over the Land, all on terms and conditions set forth below. The Towers, Building and Land are sometimes collectively referred to as the "Site."

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged), the Parties hereby covenant and agree as follows:

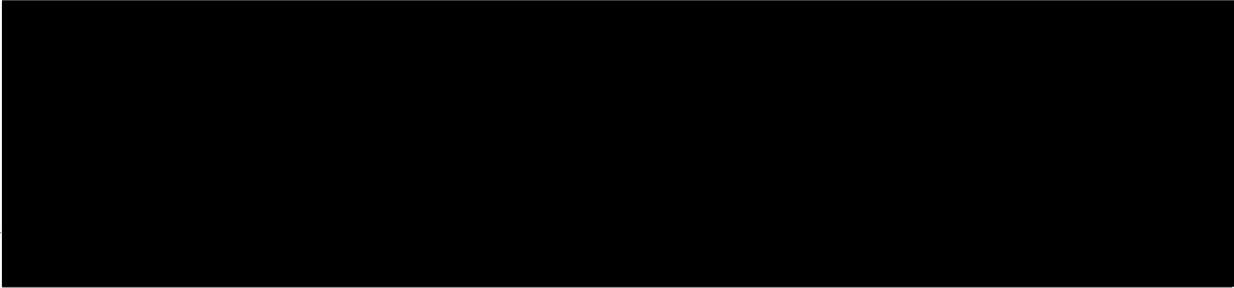
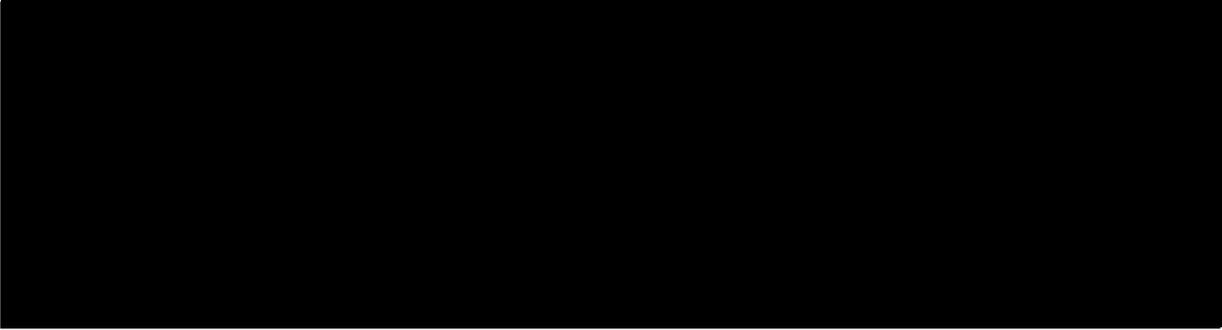
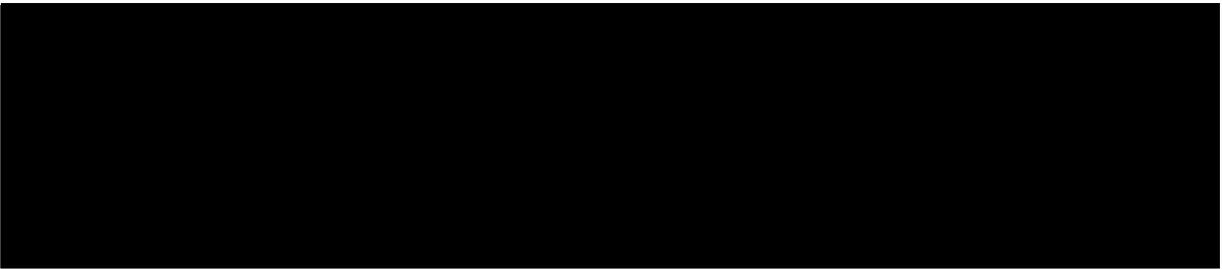
**1. Lease & Triplexing Rights.** Landlord hereby leases to Tenant and Tenant leases from Landlord:

(a) non-exclusive use of the entirety of the **Triplex** Towers for Tenant to triplex **KDWN's** signal through, including the attachment of one (1) enclosure for filtering at the base of each of the Towers to facilitate such triplexing,

(b) subject to the construction by Tenant of the STL Tower as described in Section 7 below, the installation of an STL dish at approximately 26feet AGL on the STL Tower, together with a transmission line not to exceed 7/8 inches in diameter, and

(c) use of the area in the Building designated on Exhibit A hereto for Tenant's equipment along with non-exclusive space in the Building and across the Site at mutually agreed upon locations to accommodate Tenant's transmission lines, ducts and conduits relating to Tenant's equipment (collectively the "**Equipment Space**"),

The Equipment Space and tower spaces or shared uses associated with subsections (a), (b) and (c) immediately above, together with rights of access and egress over the Land to and from the Building and Towers are collectively referred to herein as the "**Leased Premises**."



**4. Use, Access & Maintenance.**

4.1. The Leased Premises is to be used for the installation, removal, operation, repair, and maintenance of the Tenant's permitted equipment and the triplexing operations of KDWN ("**Permitted Use**").

4.2. Tenant authorized installation of equipment shall be as detailed in Exhibit B hereto ("**Permitted Equipment**"). Following the initial installation of the Permitted Equipment, any further replacements, additions or changes to the Permitted Equipment installed on the Tower shall require the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or

delayed as long as the proposed changes will not substantially increase the windload effect on the Tower nor affect the then-existing coverage area of the Entercom AM Stations. Additions to the Permitted Equipment on the Towers shall be subject to a reasonable increase in the Rent.

4.3. Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's sole expense, all licenses and permits required for Tenant's use of the Leased Premises, at no cost or expense to Landlord (the "**Governmental Approvals**").

4.4. Both parties agree that the operation of KDWN and the Entercom AM Stations shall be conducted in all material respects in accordance with the terms and conditions of this Lease and any standards imposed by the Federal Communications Commission ("FCC") and any other governmental body or agency as shall have jurisdiction over the installation, repair, alteration, operation, or replacement of KDWN and the Entercom AM Stations, as applicable.

4.5. Notwithstanding anything to the contrary herein, in no event shall Landlord permit the installation of any equipment on the Towers nor allow any other entity or broadcast facility to diplex through the Towers, without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. It shall be reasonable for Tenant to deny such consent if Tenant reasonably believes that any such installation or triplexing with interfere with Tenant's operations or diminution of KDWN's then-current coverage area or signal.

4.6. Landlord and Tenant will each conduct their radio operations of KDWN and the Entercom AM Stations in accordance with all rules and regulations of the FCC so as to anticipate and prevent any interference to the other's operations. Each party agrees to cooperate and take reasonable steps as soon as possible to relieve and correct any interference to either's operations at the Site during the term of the Lease. In the event of any interference caused by either party, said interference shall be eliminated at the sole cost and expense of the party causing such interference, and, upon the failure of the required party to do so, may be eliminated by the noninterfering party, whereupon the noninterfering party will reimburse the non-interfering party for the costs and expenses thereof.

4.7. Tenant shall have the non-exclusive right to use, in connection with Tenant's Permitted Use and in common with Landlord and its invitees and lessees or other users of the Site: (a) the primary access road on the Site from a public roadway to the Leased Premises; and, (b) any parking lots, walkways and other common areas situated on the Site. Landlord shall maintain the primary access road, the common areas under Landlord's control, and the fences around the Tower in good repair.

4.8. Landlord shall provide Tenant with means for 24-hour-a-day, 7-day-a-week access to the Leased Premises at all times during the Term; provided, however, that only authorized employees, contractors and agents of Tenant or persons under Tenant's direct supervision will be permitted to have access to the Tower and the Building. In order to maintain the integrity of the operations of Landlord, Tenant and other tenants on the Site, Landlord shall have the right to restrict certain individuals or companies from Tenant's maintenance services on the Site, provided that such right shall not be unreasonably or illegally exercised. Tenant shall comply with any applicable instructions regarding any site security system. All gates shall remain closed and locked (if applicable) at all times unless entering or exiting the Site. When leaving any structure on the Site, Tenant shall ensure that all doors are locked and the security system (if any) is armed. Landlord shall provide to Tenant a key or code by which Tenant may unlock the Building for maintenance purposes. If this key is lost or code disclosed to any person is not or no longer a Tenant employee, Tenant shall immediately notify Landlord and, if applicable, be responsible for the reasonable expense of retooling the locks and providing new keys or codes for all authorized persons. Tenant will not duplicate any keys to the Building.

4.9. Landlord warrants that all of its equipment used in connection with the broadcast of the Entercom AM Stations (including, without limitation the Towers) shall be maintained in good working order and operated in a manner that will not create any adverse impact or interference with the broadcast of the KDWN signal. Tenant warrants that all of its equipment used in connection with the broadcast of KDWN shall be maintained in good working order and operated in a manner that will not create any adverse impact or interference with the broadcast of the Entercom AM Stations' signals.

4.10. Landlord assumes the obligation and responsibility for complying with the requirements contained in 47 C.F.R. §17.21 et seq. of the FCC rules and regulations regarding obstruction marking and lighting of the Towers (if applicable), subject to FCC approval pursuant to 47 C.F.R. §73.1213. Landlord shall maintain the Tower and support systems (including but not limited to foundations and guy wires) in good repair and in good operating condition, including, but not limited to, the painting and lighting thereof, in accordance with the requirements of governmental authorities. Landlord shall indemnify, defend, and hold harmless Tenant from any fines or other liabilities caused by Landlord's failure to comply with the FCC and/or FAA tower lighting, marking, signage and antenna structure registration requirements.

4.11. Landlord shall maintain the Building in good repair and operating condition, including, without limitation, heating, ventilation and air-conditioning systems (other than those owned by Tenant). In the event that Tenant's Permitted Equipment generates excess heat, Landlord may require that Tenant install its own supplemental HVAC system in the Building. In addition, Tenant reserves the right at any time during the Term to elect to install and operate, at Tenant's sole cost or expense, its own HVAC units to serve the operations of Tenant. The location of any Tenant-owned HVAC system shall be mutually and reasonably agreed to by Landlord and Tenant in advance at no additional Rent to Tenant. Upon installation, any such additional HVAC units shall become a part of Tenant's Leased Premises and such equipment shall remain owned by Tenant and not be considered a fixture to the property; provided, however, that at the end of the Term, Tenant shall remove such HVAC units and repair and restore the Leased Premises with respect to any damage caused by such removal.

4.12. Landlord and Tenant shall use commercially reasonable efforts to schedule any work that will impact the other party's operations from the Site so as to cause minimum disruption. Each party agrees to reasonably cooperate with the other party and to comply with and honor reasonable requests for temporary cessation of transmission activities, to turn off electrical power, and/or to make adjustments to its equipment or operation, as necessary, to allow orderly performance and carrying out of such work; provided, however, that except for emergencies, a party may require that such work be performed during off-peak hours. For purposes of this Lease "off peak hours" shall mean midnight to 5:00am unless otherwise agreed by both parties.

4.13. Landlord shall have the right to implement reasonable rules and regulations from time to time with respect to the use of the Leased Premises and Site; provided that Landlord shall provide prior written notice of any such rules and regulations to Tenant and such rules and regulations may not increase Tenant's costs, expenses or liability nor reduce Landlord's obligations pursuant to this Lease.

4.14. Tenant understands that, except as otherwise expressly provided in this Lease, its use of the Site is non-exclusive and Landlord reserves the right to lease the Site, Towers, Master Antenna and any portion thereof, to any person or entity (including another broadcast licensee who desires to broadcast its signal from the Towers), and Landlord shall have the right to retain all amounts received therefrom. Tenant shall cooperate with Landlord and the other tenants in the use of the Site so long as such use does not adversely impact Tenant's permitted operations in any manner and does not increase Tenant's costs, expenses, or liability nor decrease Tenant's rights or Landlord's obligations hereunder.

25.3. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

25.4. Time is of the essence in interpreting the provisions of this Lease.

25.5. The Parties agree that it is their intention hereby to create only the relationship of Landlord and Tenant, and no provision hereof, or act of either Party, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the Parties.

25.6. All rights and remedies of Landlord and Tenant herein created or otherwise extending at law are cumulative, and the exercise of one or more rights or remedies may be exercised and enforced concurrently or consecutively and whenever and as often as deemed desirable.

25.7. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the Parties and their respective heirs, executors, administrators, permitted successors and assigns; it being understood and agreed, however, that the provisions of Section 22 shall not be impaired or altered by this Section 25.7.

25.8. The indemnification and payment obligations set forth in this Lease shall survive termination of this Lease and be binding on the Parties, any successors, heirs, and assigns.

25.9. The failure of either Party to insist upon strict performance by the other Party of any of the covenants, conditions and agreements of this Lease shall not be deemed a waiver of that breach or of any subsequent breach or default in the performance of any of the covenants, conditions and agreements of this Lease.

25.10. The parties agree that irreparable damage would occur if any of the provisions of this Lease were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Lease and to enforce specifically the terms and provisions of the Lease, this being in addition to any other remedy to which the parties are entitled at law or in equity.

25.11. This Lease may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The parties agree to accept and rely on emailed or facsimile transmitted signed documents and electronic signatures as if they bore original signatures.

THIS LEASE SIGNED AND DATED as of the date first set forth above.

**LANDLORD:**

ENTERCOM NEVADA, LLC

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



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

**Carmela Masl  
Vice President**

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

**TENANT:**

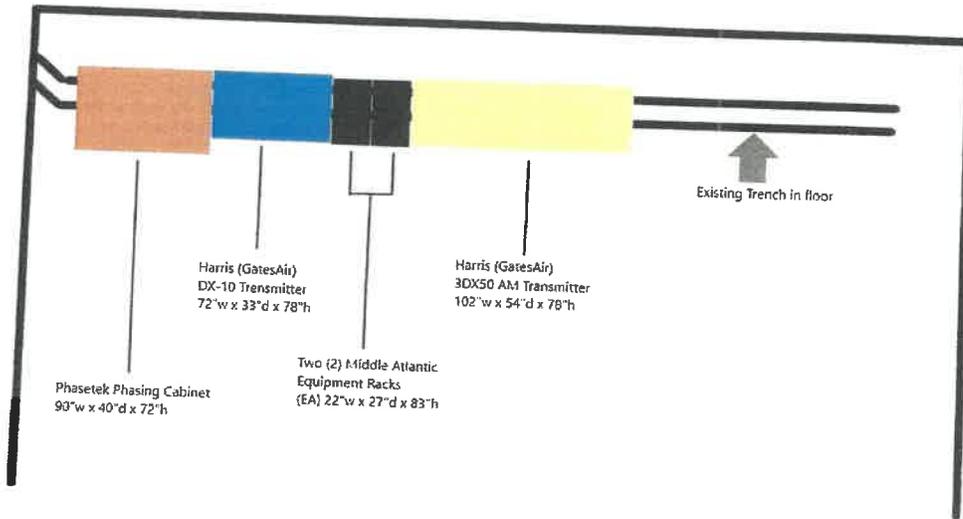
BEASLEY MEDIA GROUP, LLC

By: Caroline Beasley

Name: CAROLINE BEASLEY

Title: CEO

**EXHIBIT A**  
**DESCRIPTION OF SPACE IN BUILDING**  
**FOR TENANT'S EQUIPMENT**



**EXHIBIT B**  
**PERMITTED EQUIPMENT**

Interior Equipment List

Phasetek Phasor and Filter

Harris (GatesAir) DX-10 AM Transmitter

Two (2) Middle Atlantic Equipment Racks

Harris (GatesAir) 3DX50 AM Transmitter

Exterior Equipment / Cables

Building to Entercom's Tower 2

300 ft of 7/8" RFS LCF78-50JA Coaxial Cable

1200 ft of #8 Electrical Wire

500 ft of 1/2" LCF12-50J Coaxial Cable

300 ft of Allied multi pair cable (control cable for ATU)

600 ft of 1" PVC Conduit and associated fittings

Phasetek Antenna Matching network and filter cabinet

Building to Entercom's 840 Tower

430 ft of 1 5/8" RFS LCF158-50JA Coaxial Cable

1800 ft of #8 Electrical Wire

500 ft of 1/2" LCF12-50J Coaxial Cable

430 ft of Allied multi pair cable (control cable for ATU)

860 ft of 1" PVC Conduit and associated fittings

Phasetek Antenna Matching network and filter cabinet

Building to Entercom's Tower #3

440 ft of 1 5/8" RFS LCF158-50JA Coaxial Cable

1800 ft of #8 Electrical Wire

500 ft of 1/2" LCF12-50J Coaxial Cable

450 ft of Allied multi pair cable (control cable for ATU)

900 ft of 1" PVC Conduit and associated fittings

Phasetek Antenna Matching network and filter cabinet

**EXHIBIT C  
LOCATION OF STL TOWER**

