

COMMUNICATIONS SITE LICENSE AGREEMENT (TOWER)

Permission is hereby granted to be effective as of this ____ day of _____, 2010 (the "Effective Date") to Community Broadcasting, Inc., a Delaware not for profit corporation, with a principal place of business at 10550 Barkley, Overland Park, Kansas 66212 (hereinafter called "Licensee"), to use, only for the purposes stated herein and subject to the conditions herein, broadcasting facilities owned by Trevecca Nazarene University, a Tennessee not for profit corporation, with a principal address of 333 Murfreesboro Road, Nashville, TN 37210 (hereinafter called "Licensor"), situate upon the following land (the "Property"):

A parcel of land and communications tower situated at the southwest corner of the TNU campus bordered by Factory Street on the south, the Nashville and Eastern railway line to the west, South Drive (a private campus road) on the east and the TNU plant operations yard to the north ("the Property").

1. PURPOSE. This Communications Site License Agreement (the "Agreement") is entered into by and between Licensor and Licensee for the purpose of permitting Licensee, a single user, to operate and maintain the equipment necessary for an FM broadcasting facility, namely the antenna and appurtenant wires, equipment and material (the "Equipment") described on Exhibit B hereto, subject to the terms and conditions herein.

(a) Licensor owns the existing tower on the Property (the "Tower") on which Licensee shall maintain the Equipment at a height of 308 feet (center of radiation) (the "Tower Space");

(b) Licensor owns the building located on the Property in which the FM transmitter and the Equipment are located (the "Building Space") and which Licensee shall be permitted to maintain the Equipment. The Tower Space and the Building Space are collectively known as the "Licensed Facility".

(c) Any other use or the addition of antenna and related equipment on the Tower, in the Building or on the Property proposed by Licensee shall require the prior written approval of Licensor and an amendment to this Agreement, which may include additional Rent.

(d) This Agreement is not exclusive. Licensor reserves the right to use or to authorize others to use any part of the Tower provided that the permitted uses do not interfere or conflict with the intended rights and privileges hereby authorized. Licensee shall not permit, for any purpose, use of its mounting space on the Tower or its equipment located on the Property and at the Licensed Facility to anyone other than itself, and shall in no event grant any sublicense or sublease.

2. TERM. The Initial Term of this License shall commence on the "Commencement Date" described in Exhibit A, and shall end and terminate, subject to any early termination as specifically provided in this License, at midnight, on the final day of the Initial Term. So long as Licensee is not in default under the terms of this License, Licensee shall have an option to extend the term of this License for the number of Extended Terms described in Exhibit A, following the Initial Term (the "Extended Term(s)"). Each Extended Term option shall be exercised automatically unless Licensee delivers notice to Licensor, given no less than six (6) months prior to the expiration of the Initial Term or the then-current Extended Term, of its intention not to extend the term of the License. Licensee shall hold the Licensed Facility during the Extended Terms upon the same terms, covenants and conditions herein contained, except that the Rent (as defined in Section 5) shall be adjusted in accordance with Section 5. Collectively, the Initial Term and Extended Terms are sometimes referred to hereinafter as the "Term".

3. USE; ACCESS; TERMINATION FOR BREACH.

(a) Licensee covenants and agrees to occupy and use the Property, Building and the Tower Space as an FM broadcasting facility, and to use the Licensed Facility in a careful, safe and proper manner; and, further, to pay on demand for any damage to the Property or Licensed Facility caused by misuse or abuse of the Property or Licensed Facility by Licensee, its agents or employees, or by any other person entering the Property or the Property and the Licensed Facility under the express or implied invitation of Licensee. The Licensee shall not commit waste, suffer or permit waste to be committed, or permit any nuisance on or about the Property or the Licensed Facility.

(b) Licensee, its agents, employees, independent contractors and subcontractors shall have the right and authority from Licensor to have access to, and to enter upon, the Property twenty-four hours a day, seven days a week, which shall include Licensee's right to use Licensor's easement of right-of-way on the Property for vehicle and/or pedestrian access onto the Property during the term of this Agreement, at no charge to Licensee, for the purpose of repairing, maintaining, or removing the Equipment, and for no other purpose; provided, however, that if Licensee's access requires Tower work, Licensee shall give at least twenty-four hours' prior notice to Licensor of Licensee's intent to enter the Property to perform any work that involves climbing the Tower or installation of any piece of Equipment to the Tower, in order to allow Licensor sufficient time to have its representative present. Any attempt by Licensee to climb the Tower without prior consent of

Licensor shall constitute a breach of this Agreement and shall result in Licensor's right to immediately terminate this Agreement without further notice and with no liability to Licensor therefore.

(c) Any provisions of this Agreement to the contrary notwithstanding, use of the Property and the Licensed Facility granted to Licensee under this Agreement may be terminated immediately without further notice by Licensor to Licensee in whole or in part for breach of any stipulation contained in this provision of the Agreement.

4. ASSIGNMENT. Notwithstanding any other terms of this provision and subject to Licensor's prior written consent not to be unreasonably withheld or delayed, Licensee may assign all of its rights and obligations under this License to an entity which has applied and received the consent of the FCC to receive by assignment of license the FM Licenses associated with the Licensed Facility, and agrees to accept the Licensee's rights and obligations under this Agreement in writing.

5. RENT; ADDITIONAL RENT. During the Term, Licensee shall pay as rent for the use of the Licensed Facility the Basic Rent, as defined in *Section 5.1*, and the Additional Rent, as defined in *Section 5.2*. The term "Rent" as used in this License shall mean, collectively, Basic Rent and Additional Rent.

5.1. BASIC RENT. Licensee shall pay Licensor the basic rent in the manner set forth on Exhibit A as fixed minimum rent (herein called "Basic Rent") for the first year of the Term; payable in equal monthly installments in advance on or before the first Business Day of each calendar month during the Term, payable to Licensor. At the end of the first year and every License Year thereafter Rent automatically shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent for the immediately preceding License Year. Licensee shall pay such increased Rent during each succeeding License year without notice from Licensor. The term "License Year" as used in this License shall mean each consecutive twelve (12) month calendar period, the first of which shall commence on the first day of the month during which the Commencement Date occurs and the last of which shall end at the termination of the License.

5.2 ADDITIONAL RENT. Licensee shall pay as additional rent (herein sometimes called "Additional Rent"), all sums of money or charges of whatsoever nature (except Basic Rent) required to be paid by Licensee to Licensor pursuant to this License, whether or not the same is designated specifically as Additional Rent. Additional Rent shall include but not be limited to Licensee's pro rata share of all common expenses (apportioned among all users of the Tower) (the "Common Expenses") incurred by Licensor in the operation, maintenance and repair of the Tower and the Building, including, but not limited to, all taxes which may be assessed against the Tower (whether real property or personal property taxes or other fees or assessment); insurance; common utilities; maintenance and repairs (but not replacement) to the tower and the tower lighting systems; and any and all other costs of operating and maintaining the Building and Tower.

At the beginning of each calendar year, Licensor shall deliver to Licensee a reasonable estimate of the Common Expenses that will be incurred during the upcoming year. Licensee shall then pay to Licensor, in cash and separate from the Basic Rent provisions set forth in Exhibit "A", (and without notice or demand and without any setoff or deduction whatsoever) equal monthly installments of Licensee's pro rata share of the yearly estimated amount. As soon as is practicable following each calendar year, Licensor shall provide to Licensee a statement reconciling the actual monies spent for the Common Expenses with the monies paid therefor by Licensee. In the event that Licensee paid more than was necessary to cover the Common Expenses for any calendar year, the overpayment shall be credited towards the rental payment and monthly installment for Common Expenses next coming due. In the event that Licensee paid less than was necessary to cover the Common Expenses for any calendar year, Licensee shall, within thirty (30) days of receiving said reconciliation, remit to Licensor the balance due thereunder. Failure to timely render such estimates shall not waive Licensor's right to recover Common Expenses.

5.3 PAYMENT OF RENT

- (a) Licensee shall pay Basic Rent in monthly installments in advance on or before the first Business Day of each calendar month in the manner provided in Exhibit A, and Additional Rent in the manner provided in Section 5.2.
- (b) Licensee covenants to pay all Rent when due and payable without any prior demand therefore whatsoever.
- (c) Any Additional Rent provided for in this License shall become payable, unless otherwise provided herein, within ten (10) days after the date Licensor renders a statement therefore.
- (d) Rent shall be paid to Licensor at the address provided in Exhibit A or at such other place as Licensor may, from time to time, designate in a notice to Licensee.
- (e) Any payment by Licensee or acceptance by Licensor of a lesser amount than shall be due from Licensee to Licensor shall be treated as a payment on account. No acceptance of any payment by Licensor from Licensee after termination of this License, or after the service of any notice or commencement of any suit shall renew, reinstate, continue or extend the Term or affect any such notice, demand or suit, unless otherwise agreed by Licensor in writing.

(f) All Rent shall be paid in lawful money of the United States of America.

5.4 LATE FEES. Licensee further agrees that upon default of payment of any monthly installments of Base Rent or other sums due Licensor hereunder, which are not paid within five (5) days of due date without limitation to any other right or remedy of Licensor because of such default, Licensee shall pay Licensor, as additional rent a late charge of \$25.00 for past due Rent.

5.5 Security Deposit—eliminated

6. UTILITIES. Licensee shall be solely responsible for its own utilities and for the cost of connecting or extending utilities required for Licensee's use of the Tower, Building or Licensed Facility. Licensor will cooperate with Licensee in Licensee's efforts to obtain utilities from any location provided by Licensor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company

7. HOLDOVER. Should Licensee continue using any portion of the Licensed Premises after the expiration of this Agreement, including any Extended Terms specified in Exhibit A hereto, and shall continue to pay Rent, and should Licensor accept such Rent without any express written agreement as to continued use, Licensee shall become a subtenant from month-to-month only upon each and all of the terms herein provided as may be applicable to such month-to-month usage, but any such use of the Tower shall not constitute an extension of this Agreement. During such continued use, Licensee shall pay as a holdover tenant a fee equal to one hundred fifty percent of the last monthly Rent, plus other charges, if any, as provided herein. Such continued holdover shall continue until this Agreement is terminated by Licensor as provided by law, or until Licensee shall have given Licensor at least thirty days' prior written notice of its intent to terminate such holdover. Nothing contained herein shall be construed as requiring Licensor to accept any holdover or other fee tendered by Licensee after the expiration of this Agreement.

8. DEFAULT; TERMINATION. The following shall be considered events of default (each an "Event of Default") under this Agreement: (i) if Licensee shall default in making any payment or accommodation herein provided for, and any such default shall continue for a period of ten (10) days after written notice to Licensee; (ii) if Licensee's use of the Licensed Facility causes objectionable electrical or physical interference with the broadcasting operations or other operations of Licensor or any other party and such interference is not corrected within ten (10) days of written notice to Licensee of such interference; provided, however, Licensor represents and warrants that the operations of Station WNAZ-FM at the Licensed Facility prior to the date of this Agreement did not create such interference; (iii) if Licensee shall default in the performance of any obligation, covenant or condition of Licensee under this License (other than payment of money) and any such default shall continue for a period of thirty (30) days after written notice to Licensee; (iv) if the Licensed Facility or any part thereof shall be abandoned; (v) if Licensee shall file a voluntary petition in bankruptcy; (vi) if Licensee shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any amendment thereto hereafter made seeking to effect its reorganization or a composition with its creditors; (vii) if in any proceedings based on the insolvency of Licensee or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Licensee or the Licensed Facility; (viii) if any proceedings shall be commenced for the reorganization of Licensee; (ix) if the license rights created hereby shall be taken on execution or by any process of law; (x) if Licensee shall admit in writing its inability to pay its obligations generally as they become due; (xi) if Licensee shall fail to comply with material federal and state laws and regulations.

Upon the occurrence of an event of default, Licensor may, at its option but without obligation therefor, terminate this Agreement and declare all amounts due or to become due hereunder immediately due and payable and Licensor's agents and servants may after any such cure period, or at any time thereafter, re-enter the Licensed Facility by summary proceedings (or otherwise pursuant to the law), and remove all persons and property therein, without being liable for indictment, prosecution or damage therefor. Licensor may also, upon an event of default, terminate electrical power and/or other utility service to Licensee. Licensor may, in addition to any other remedy provided by law or permitted herein, at its option, re-lease the Licensed Facility (or any part thereof) and, so long as such new licensee's equipment could not have been otherwise accommodated on the Tower without the use of the Licensed Facility, Licensor shall apply any monies collected first to the payment of expenses of resuming or obtaining possession, and second to the payment of costs of placing the premises in rentable condition (including any broker commission), and third to the payment of rent due hereunder, and any other damages due to the Licensor. Any surplus remaining thereafter shall be paid to Licensee and Licensee shall remain liable for any deficiency in rental, the amount of which deficiency shall be paid promptly upon demand therefore to Licensor.

Should Licensor re-enter and terminate according to the provisions of this subsection, Licensor may remove and store the Licensee's property at the expense and for the account of Licensee, without being liable for indictment, prosecution or damage therefor. Alternatively, Licensor may sell, or cause to be sold, Licensee's property at public sale to the highest bidder for cash, and remove from the proceeds of such sale the costs and expenses of such sale and then any rent or other payment then due Licensor under this Agreement. Any disposition of Licensee's Property pursuant hereto shall be made in a commercially reasonable manner within the meaning of the Uniform Commercial Code as in effect in the State of Tennessee. Licensor shall give written notice to Licensee 15 business days in advance of any such public sale.

9. TOWER AND PROPERTY MAINTENANCE. As between Licensor and Licensee, Licensor shall be solely responsible, at its sole cost and expense, for maintaining the Property, and Licensee shall be solely responsible, at its sole cost and expense, for its proportionate share (divided equally among all users of the Tower) of the costs of maintenance and repair of the Tower.

10. RIGHTS-OF-WAY; EASEMENTS. Licensee, its successors and assigns, accepts this Agreement subject to the terms and conditions of all prior and valid easements, permits, licenses, leases and other rights existing or pending at the time of issuance, which may have been granted upon the Property and the Tower. Licensor makes no representation that it has obtained consents, rights-of-way, permits or easements for the benefit of Licensee other than those otherwise granted under the terms of this Agreement or any consents, rights-of-way, permits, or easements obtained by Licensor for its own operation of the communications site on the Property. Further, Licensor shall not be obligated to obtain or make additional payments to any party for any such consents, agreements or rights that must be obtained for the benefit of Licensee. Any such additional consents, agreements, rights, or payments will be Licensee's obligation. It shall be Licensee's responsibility to obtain any and all consents, agreements or rights required for Licensee to operate its business from the Licensed Facility.

11. LICENSED FACILITY MODIFICATIONS. No changes or modifications to the Licensed Facility shall be made by Licensee without the prior written consent of Licensor. If Licensee proposes changes or modifications to the Licensed Facility that may affect its structural integrity, Licensor, in order to preserve the structural integrity of the Tower, may require a structural tower analysis to be performed by an engineering firm designated by Licensor. Licensee shall pay any and all costs associated with said analysis, and Licensee shall pay any and all costs of any structural modifications required as a result of Licensee's modifications. Any structural changes to the Tower required to accommodate Licensee's modifications shall be designed by a licensed, registered professional engineer to the original structural design criteria of the Tower and the then-current, recognized TIA/ANSI standard for Tower construction in the region where the Tower is located. All modifications, reconstruction or construction performed shall be under the direction of a licensed, registered professional engineer, subject to approval of Licensor. Any structural changes to the Tower or improvements made to the Licensed Facility by or at the request of Licensee with Licensor's approval shall not be removed at the expiration of this Agreement and shall become the property of Licensor. Licensee shall further be obligated to pay for and repair any damage caused as a result of the installation of the Equipment or any personal property on the Tower, in the Building or on the Property, and to repair and pay for any damage arising from its use or occupancy of the Tower and the Building. If Licensee fails to make said repairs within a reasonable period of time, not to exceed thirty days, Licensor may, at its sole option, perform all repairs which may be necessary and add the repair costs to the Rent due hereunder on the first day of the month following the date of repairs; and such costs of repairs shall be, and shall constitute, a part of the Rent then due and owing.

12. INTERFERENCE.

(a) It is understood that the Licensed Facility is designed to accommodate additional transmitters, antennas, and related equipment, and Licensee acknowledges that the Licensed Facility, likewise, is utilized for the conduct of Licensor's business. It is agreed that Licensee's use of the Tower shall in no way interfere with other authorized users or with Licensor's use of the Licensed Facility, and if said use does interfere, then Licensee agrees that Licensor has the right to terminate this Agreement if such interference is not cured by Licensee within thirty days following notice given to Licensee of such interference, provided that such interference does not recur; and, further provided, that:

(i) Licensee shall indemnify Licensor and hold Licensor harmless from all expenses, costs, damages, losses, claims, or other expenses and liabilities arising from any such interference caused by the Equipment;

(ii) Licensee shall immediately cease all operations (except for testing as approved by Licensor) until the inference has been corrected to the sole satisfaction of Licensor; and

(iii) Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference that Licensor reasonably determines is being caused by the Equipment.

(b) Licensee shall commence, immediately after being notified of any interference caused by the Equipment to Licensor or other users, to correct any such interference problem. If Licensee fails to immediately commence corrective

action, Licensor may shut down power to the Equipment. If Licensor shuts down power to the Equipment, restoration and repair of the Equipment shall be at Licensee's sole expense. Licensee hereby agrees to indemnify and hold Licensor harmless for any loss, damage, liability, cost, or expense incurred by Licensee as a result of Licensor's shut down of the Equipment

(c) Licensee acknowledges that the Licensed Facility currently accommodates Station WNAZ-FM, along with AM Stations WENO and WNSR, and Licensee agrees to comply with the provisions of applicable FCC regulations at Licensee's sole cost and expense.

13. LICENSE REQUIRED. The Equipment shall be fully licensed by the Federal Communications Commission ("FCC"). Licensee shall provide a copy of its FCC license to Licensor upon its execution of this Agreement, and in the event of the failure or refusal of the FCC to approve the application to license and operate the Equipment described above and in Section 22 hereinafter, Licensee may forthwith terminate this Agreement by notice thereof in writing to Licensor. Licensee shall post and maintain a current copy of the FCC license pertaining to the Equipment at the Licensed Facility in a conspicuous place on the cabinet or on the wall as near to the Equipment as possible. Licensee shall not conduct, or permit to be conducted, in connection with its use of the Tower or any Equipment which supports the operations of its use of the Tower, any business which is contrary to or in violation of the laws of the United States or the State of Tennessee, or the rules and requirements of the public utilities agency for the State of Tennessee, or the rules and regulations of any government authority having jurisdiction over the Equipment, the Property, and the Tower, and, further, shall pay all inspection fees and charges, if any, required or involved with Licensee's use of the Property and the Tower.

14. EQUIPMENT STANDARDS. All of Licensee's transmitters and receivers shall be of high quality, FCC-type accepted or type-approved. The Equipment, and any other equipment, including, but not limited to, essential cables, wiring, auxiliary equipment and antenna systems, shall be electrically and mechanically sound, installed and maintained in a clean, neat, orderly and workmanlike manner using all applicable codes, standard industry practices including grounding and surge protection devices for lightning protection.

15. CONDEMNATION; TERMINATION. If for any reason beyond the reasonable control of Licensor, the Tower is or becomes unavailable for use as herein contemplated, including but not limited to the requirement of a duly authorized governmental body that Licensor cease its operations at the Property, or if title to the Property shall be taken by condemnation, this Agreement shall thereupon terminate upon thirty days' notice to Licensee by Licensor. All compensation, which may be awarded upon any condemnation, shall belong to Licensor, but Licensee shall be entitled to claim against the condemner for the taking of or damage to any of the Equipment. The foregoing notwithstanding, the then-current term of the Agreement shall cease on the date that title to the Property vests in the authority exercising the power of eminent domain, and any Rent paid in advance of such date shall be refunded to Licensee.

16. REQUIREMENTS UPON TERMINATION. Upon abandonment, termination, expiration, or cancellation of this Agreement, Licensee shall remove the Equipment within thirty days, and shall restore the Property and the Licensed Facility (unless otherwise agreed upon in writing or in this Agreement) to original condition, ordinary wear and tear excepted. If Licensee fails to remove the Equipment and to restore the Property and the Licensed Facility to its original condition within said thirty day period, the Equipment may, at Licensor's sole discretion, become the property of Licensor, but such action will not relieve Licensee of any liability including, but not limited to, the cost of removal and restoration of the Property and the Tower.

17. INSTALLATION; ENTRY. Licensee, its successors or assigns, shall install additional Equipment on the Property in accordance with the drawings and specifications as agreed to by Licensor.

18. COSTS. Licensee shall pay any and all costs associated with the installation, maintenance, repair and removal of the Equipment.

19. OTHER STRUCTURES. Nothing in this Agreement shall be construed to imply permission to build or maintain any structure not specifically mentioned in this Agreement.

20. TAXES. Licensee shall be fully responsible for the prompt payment of all federal, state or local taxes and license fees, however denominated, based on or calculated with respect to the amounts payable by Licensee or Licensee's use pursuant to this Agreement (including but not limited to sales/use, rental and gross receipts taxes) and all taxes (including, but not limited to franchise, income and miscellaneous taxes) which are the liabilities of Licensee under (i) appropriate

standard industry practices (including communications and rental industries), (ii) applicable law, and (iii) as otherwise agreed at any time between Licensee and Licensor; provided, however, the taxes on Licensor's income and property shall be the sole responsibility of Licensor.

21. LIENS. Licensee agrees not to permit any mechanics liens for labor or materials to attach to the Tower or Property as a result of improvements made or constructed upon the by Licensee, and if such liens do attach, Licensee shall promptly cause same to be discharged of record. Failure by Licensee to discharge such liens within thirty days shall be cause for Licensor to terminate this Agreement.

22. SPECIFICS OF OPERATION.

(a) Licensee shall operate from the Licensed Facility as specified in Exhibit B. Any changes or additions by Licensee to the frequencies, location of the Equipment on the Tower, or technical detail described in Exhibit B shall require Licensor's consent, in its sole discretion, and an amendment to this Agreement, signed by the parties hereto. The Rent for any such changes or additions shall be modified in accordance with Licensor's then-existing schedule, as determined solely by Licensor.

(b) Permitted installations and modifications, if any, to the Facility by Licensee for Licensee's use and occupancy thereof, shall be completed under the direct supervision of Licensor and at locations designated by and approved by Licensor prior to any installation, operation, or maintenance of the Equipment.

23. SAFETY STANDARDS. Licensee's employees, or Licensee's contractors' employees, shall wear preventive fall protection at all times when working on the Tower, and all such person(s), at all times while performing work on the Tower, shall be positively attached to the Tower by means of the use of one of several OSHA-approved devices consisting of a fixed cable, a retractable device, or a harness with two lanyards attached; such person(s) shall be trained in the use of the device selected. Licensee's contractors who perform work on the Tower shall be approved by Licensor in its reasonable discretion. Licensee's contractors who perform work on the Tower shall meet the insurance requirements specified in Section 26, below and shall have named Licensor as an additional insured under the contractor's policy of insurance prior to commencing work on the Tower.

24. HAZARDOUS MATERIALS. Licensee shall not cause or permit any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Tennessee, or any federal agency having authority ("Hazardous Materials") to be brought upon, kept or used in, on or about the Facility or Property by its agents, employees, contractors or invitees without the prior written consent of Licensor, in its sole discretion. The provisions of this Section 24 shall survive termination of this Agreement.

25. INDEMNIFICATION. During the term of this Agreement, or during any period of time prior to the Effective Date or after the expiration or termination of this Agreement when Licensee shall have been permitted access by Licensor to or possession of all or any part of the Property, Licensee shall, at its sole cost and expense, indemnify, defend and hold harmless Licensor, its affiliates, directors, officers, representatives, employees and agents, from and against any and all liabilities, costs, assessments, suits, actions, penalties, fines, judgments, settlements, expenses (including without limitation, reasonable expenses of investigation and attorney's fees and expenses), demands or claims for damage of whatever nature, including, but not limited to, loss of life or property, that are not caused by the gross negligence or willful misconduct of Licensor, arising out of or incident to its occupancy or use of the Tower or Licensee's operations, management, and maintenance under this Agreement.

26. INSURANCE. During the term of this Agreement, Licensee, at Licensee's sole cost and expense, shall procure and maintain comprehensive public liability insurance, from a company licensed to do business in the State of Tennessee, covering all of the Licensee's operations and activities on the Licensed Facility, including, but not limited to, the operations of contractors and subcontractors and the operation of vehicles and equipment and including contractual liability, with limits of liability of not less than \$1,000,000.00 for injury to or death of one person in any occurrence, not less than \$2,000,000.00 for injury to or death of more than one person in any occurrence, and not less than \$1,000,000.00 to cover property damage with a liability umbrella of not less than \$2,000,000. Licensee shall procure and maintain all statutory coverage, including, without limitation, worker's compensation. All policies required herein shall name Licensor as an additional insured and shall require that said policy shall not be cancelled or the policy limits decreased without thirty (30) days' prior notice to Licensor. Certificates evidencing such insurance shall be furnished to Licensor upon execution of this Agreement and, thereafter, upon Licensor's reasonable request.

The foregoing notwithstanding Licensor may require additional insurance coverage, as it may deem reasonably necessary for adequate coverage. Licensee agrees to furnish Licensor with certificates of the insurance carrier certifying that Licensee has the coverage specified above.

27. CATASTROPHIC DAMAGE. If the Tower or the Property or any part thereof is damaged or destroyed by fire, the elements, or any other cause, Licensor, unless it shall elect to terminate the Term of this License as hereinafter provided, at its own cost and expense, shall forthwith repair, rebuild or restore the Property and the Tower to the same condition it was in immediately prior thereto. If Licensor elects not to restore the Tower within six (6) months from the date of any casualty, Licensor may, by notice to Licensee, terminate this License on the date (not less than thirty (30) days thereafter) set forth in such notice. Should Licensor not substantially restore or replace the Tower within six (6) months of the date of casualty (or for such additional period of time so long as Licensor is diligently pursuing such reconstruction), then Licensee may, by notice to Licensor, terminate this License on the date (not less than thirty (30) days thereafter) set forth in such notice. Licensor shall have no obligation to repair damages to the Tower over and above the full extent of the insurance proceeds. If the Agreement is not canceled, the Rent due hereunder shall cease as of the date of damage or destruction until the Property and the Tower are restored to a usable condition for occupancy and operation. If this Agreement is canceled, the Rent due hereunder shall terminate as of the date of the damage or destruction, and Licensor shall refund to Licensee that proportion of such Rent paid in advance for the period subsequent to the date of such damage or destruction.

28. NOTICES. Except as otherwise expressly provided herein, all notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly delivered if mailed (certified mail, postage prepaid, return receipt requested), sent by fax, or sent by overnight delivery service as described in Exhibit A, or to such address or fax number as any party may have furnished to the other in writing in accordance herewith, except that notices of change in address shall only be effective upon receipt.

29. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and this Agreement may be executed by the affixing of the signatures of each party to one of such counterpart signature pages and shall be read as though one, and they shall have the same force and effect as though all of the signatories had signed a single signature page.

30. ENTIRE AGREEMENT. This Agreement supersedes any prior understandings or written or oral agreements between the parties respecting the sublease of the Property and constitutes the entire agreement between the parties with respect to the subject matter hereof.

31. AMENDMENT. The parties hereto may amend this Agreement at any time but no amendment shall be effective unless it is in writing and duly executed by all of the parties hereto.

32. EXHIBITS. All exhibits attached to this Agreement and referred to herein are, hereby incorporated by such reference as if fully set forth herein.

33. WAIVER. Except as otherwise provided herein, no failure or delay on the part of Licensor or Licensee in exercising any right or power hereunder shall operate as a waiver thereof, nor any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, shall preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensor and Licensee herein provided are cumulative and are not exclusive of any rights or remedies which they may otherwise have.

34. GOVERNING LAW. This License shall be construed in accordance with and governed by the laws of the State of Tennessee. Venue for any action arising out of this License shall be a court of competent jurisdiction in Tennessee.

35. **INTEREST.** All sums becoming due or payable under this Agreement, including all money expended pursuant to the provisions hereof or on account of any default in the performance and observance of any agreements or covenants herein, shall bear interest at the rate of eighteen percent (18%) per annum (or at such lesser rate which is the highest amount permitted by applicable law) from thirty (30) days after the date such sums become due or payable or, in the event one of the parties expends money because of a default by the other, from the date the non-defaulting party delivers written notice that such money was expended.

36. **EXPENSE OF ENFORCEMENT.** If either party hereto be made or becomes a party to any litigation commenced by or against the other party involving the enforcement of any of the rights or remedies of such party, or arising on account of the default of the other party in the performance of such party's obligations under this Agreement, then the prevailing party in such litigation or the party becoming involved in such litigation because of the claim against such other party as the case may be, shall receive from the other party all costs and reasonable attorney's fees incurred by such party in such litigation.

37. **LIMITATION OF LIABILITY.** Except for the gross negligence, willful misconduct or breach of this Agreement by Licensor, its agents, employees or contractors, Licensor shall not be liable or responsible to Licensee or to anyone claiming under or through Licensee for any loss or damage caused by the acts or omissions of any other tenants or any other users of the Tower or Property, or for any loss or damage caused by fire, water, bursting pipes, leaking gas, sewage, steam pipes, drains, ice or other materials falling from the Tower or the malfunction of any utility, facility or installation, or by reason of any other existing condition or defect in the Licensed Facility; nor shall Licensor be liable or responsible to Licensee for any injury or damage suffered by Licensee and allegedly caused by technical interference with the Licensee's operations, by the activities of any other licensees or other users of the Property or any other broadcasters. Except for Licensor's own acts of gross negligence or willful misconduct, Licensor shall not be liable to Licensee (or to any other person claiming under or through Licensee) for property damage or personal injury, including death, and then Licensor shall be liable only to the extent of repairing any property of the Licensee which may have been damaged. Licensor shall not be liable under any circumstances for loss of use, loss of revenue, or any other consequential damages sustained by Licensee and Licensee hereby waives the right to recover punitive, exemplary and similar damages and the multiplied portion of damages except to the extent such damages are suffered by Licensee in a third-party proceeding.

IN WITNESS WHEREOF, this License has been duly executed and delivered by the Licensor and the Licensee on the date first above written.

Licensor:

By: _____
Name: _____
Title: _____

Licensee:

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

Witnesses:

Print Name: _____

Print Name: _____

EXHIBIT A

to the Agreement dated _____, 2010, by and between Trevecca Nazarene University, a Tennessee not for profit corporation as Licensor, and Community Broadcasting, Inc., a Delaware not for profit corporation, as Licensee.

Licensee: Community
Broadcasting, Inc.

Property (Site Ref):

Property Location: The southwest corner of the TNU campus bordered by Factory Street on the south, the Nashville and Eastern railway line to the west, South Drive (a private campus road) on the east and the TNU plant operations yard to the north.

Commencement Date:

Initial Term: 10 years

Extended Terms: four 5-year
periods, until _____, 2030

Basic Rent: \$3,000 per
quarter (See note below)

Legal Name and Addresses for Notices:

Licensor:

Licensee:

Community Broadcasting, Inc.
10550 Barkley
Overland Park, Kansas 66212

Attn:
Tel:
Fax:

Attn: Richard P. Bott, II
Tel: (913) 642-7770
Fax: (913) ____-____

Note: Basic Rent for the Licensed Facility is initially set at \$3,000 per quarter. This dollar amount, adjusted annually as provided in Section 5.1, will be recorded on the first day of each calendar quarter of the Term in an "Advertising Account" maintained in Licensor's name by Bott Radio Network ("BRN"), an organization commonly controlled with Licensee. During the Term or any extension thereof, Licensor will be entitled to place 30- or 60-second announcements on BRN to promote Licensor and its educational activities, with deductions made from the Advertising Account based on time utilized by such announcements during the quarter. The dollar value of deductions from the Advertising Account will be determined based on BRN's then-current rates charged to third-party purchasers of similar time segments. The Advertising Account for each calendar quarter will be brought to zero every six months during the Term (e.g. the 1st quarter 2011 Advertising Account amount will be brought to zero at September 30th, 2011), such that unused time will carry over two calendar quarters and then be brought to zero at the end of the second quarter following the quarter in which an addition to the Advertising Account is made. In the event Licensor does not, during any quarter of the Term, use all of the time available to it under this

arrangement, Licensee's rent obligation for that quarter shall nevertheless be deemed satisfied. Notwithstanding the foregoing, BRN shall only be obligated to provide Licensor with advertising time having a value of \$3,000 per calendar quarter. Any additional advertising time requested by Licensor for any quarter seeking to utilize any roll-over sums from prior quarters shall be provided on an "as available basis" by BRN. Beginning with the first calendar quarter after the 10th anniversary of this Lease and continuing through any Extended Term, the Basic Rent shall be payable to Landlord all in cash and the "Advertising Account" shall be terminated. During the 11th year of this Lease, cash rent shall be \$3,000.00 per quarter but thereafter will be increased by 3.0% annually under Section 5.1.

Licensor will produce all such announcements and deliver them electronically to BRN's headquarters in Overland Park, Kansas, at least one week ahead of the desired date of broadcast. The content of Licensor's announcements shall be consistent with BRN's program standards and policies and their placement will be subject to BRN scheduling considerations.

EXHIBIT B

Licensee's Equipment

to the Agreement dated _____, 2010, by and between Trevecca Nazarene University, a Tennessee not for profit corporation as Licensor, and Community Broadcasting, Inc., a Delaware not for profit corporation, as Licensee.

The Equipment is described and/or depicted as follows:

Main Antenna Type:

Height Above Ground:

Coaxial Line Type and Diameter:

Auxiliary Antenna Type(s) if any:

Height(s) Above Ground:

Coaxial Line Type(s) and Diameter(s):

Other Licensee Equipment:

Purpose of Licensee's Equipment:

Tower Location (Coordinates):

36 degrees 08
minutes 28
seconds North
Latitude

86 degrees 45
minutes 23
seconds West
Longitude

FCC Tower Registration Number:

Tower Height AMSL (meters):

Tower Height AGL (meters):

Dimensions of Licensee Transmitter
Equipment (Cabinet)

Attach to and made part of this Exhibit, is the land survey of the Property and site plans and drawings of Licensee's Equipment and Cabinet to be located on the Property and Tower.

EXHIBIT C

Legal Description

to the Agreement dated _____, 2010, by and between Trevecca Nazarene University, a Tennessee not for profit corporation as Licensor, and Community Broadcasting, Inc., a Delaware not for profit corporation, as Licensee.

The Property is described and/or depicted as follows (metes and bounds description):