Exhibit 3

BROADBAND ANTENNA SYSTEM LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is entered into as of the latter signature date hereof by and between InSite Towers, LLC, a Delaware limited liability company ("Licensor"), and Radio Activo Broadcasting LLC, a Nevada limited liability company ("Licensee").

WI TN E S S E TH:

WHEREAS, Licensor owns or operates an approximately 190.6 foot (above mean sea level) broadcasting tower (the "Tower"), together with associated improvements erected on the site located in or near O Mount Diablo, Bunkerville, Nevada 89007 (together with the Tower and associated improvements, the "Antenna Site") [Licensor's Site Name/Number Cabin Canyon, NV/207721] and desires to lease space at the Antenna Site for the purpose of supporting Licensee's broadcasting operations; and

WHEREAS, Licensor is developing, installing and will own, maintain and operate a broadband UHF TV antenna as described on Exhibit "A", attached hereto, which antenna system provides for the transmission of multiple TV stations, and includes main combiner associated combiner input or output splitters, switching or patching systems and interconnect components (other than the lines/connections from Licensee transmitters to the combiner inputs), all primary Tower horizontal and vertical transmission line runs, antenna monitoring and protection system, and other associated equipment, mounts and connections mounted on the Tower (collectively, the "Broadband Antenna System"); and

WHEREAS, Licensee wishes to lease space at the Antenna Site for the purpose of supporting Licensee's broadcasting operations; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

I. LICENSE COMMENCEMENT

1.01 Commencement of Date. The Commencement Date shall be February I, 2023.

1.02 Exhibits. All exhibits referred to in this License are incorporated herein by reference.

2. DESCRIPTION OF THE LICENSE.

2.01 Licensed Premises. Licensor hereby licenses to Licensee:

(a) The non-exclusive use by Licensee of the Broadband Antenna System at the Antenna Site for the operation of 94.5 MHz, currently assigned the call sign KXLI, and 93.5, currently assigned the call sign KADD (the "Stations") and other permitted ancillary equipment, all as specifically listed in Exhibit "A" attached hereto and at locations described in Exhibit "B" attached hereto, along with a reasonable right of access thereto, subject to the terms and conditions herein contained.

(a) Space on the Tower for the purposes of the installation, operation and maintenance of Licensee's transmitting antenna and transmission line in connection with the operation of Channel KXLI operating at 94.5 MHz (FCC Facility ID #164097) and Channel KADD operating at 93.5 MHz (FCC Facility ID 72528) (the "Stations") and other permitted ancillary equipment, all as specifically listed and at locations described in Exhibit "A" attached hereto (the "Tower Space").

(b) Use of an area inside of Licensor's building located at the Antenna Site (the "Building") for use in connection with Licensee's Permitted Use (as defined herein) and depicted in Exhibit "B".

(c) Use ofan area in Licensor's compound located at the Antenna Site for use in connection with Licensee's Permitted Use (as defined herein) and described in Exhibit "A" and Exhibit "B".

The antenna, transmission line and other equipment installed and owned by Licensee shall be and remain Licensee's property, and are hereinafter referred to as "Licensee's Property". Licensee will be solely responsible for the installation or removal of Licensee's Property, including all expenses associated with such installation or removal. The space on the Tower, in or for the Building (as applicable), and elsewhere on the Antenna Site licensed hereunder shall hereinafter be called the "Licensed Premises."

2.02 Access. Licensee is hereby granted access to the Licensed Premises and the Antenna Site subject to the following:

(a) Building. Licensee shall have reasonable rights of access to the Building for equipment operations, maintenance, inspection, or repair. Licensee may, without the prior consent of Licensor, but with advance notice and coordination with Licensor's Network Operations Communications Center (800-830-3365), perform work on Licensee's Property located within the Building so long as such work does not interfere with the operations of the Licensor or any Licensee or other user of the Building, if any.

(b) Tower. No employee, agent or contractor of Licensee may climb the Tower or perform work on any of Licensee's Property on the Tower without the prior written consent of the Licensor. Subject to the provisions of Sections 8, I0, 11 and 12 hereunder, such consent shall not be unreasonably withheld. Licensor may consider any factors it deems relevant in deciding whether to consent to an employee, agent or contractor of Licensee climbing the Tower or perform work on any of Licensee's Property on the Tower, including, without limitation, acknowledgement by the employee, agent or contractor of Licensee that they are aware of, understand and will adhere to the requirements of all relevant statutes, regulations, ordinances or other requirements of any governmental authority having jurisdiction over the Tower (and which govern the work desired to be performed on the Tower) and proof that the employee, agent or contractor of Licensee has procured and is maintaining any and all insurance required hereunder. No employee, agent or contractor of Licensee may climb the Tower or perform work on any of Licensor's equipment or equipment owned by other parties (whether on the Tower or otherwise on the Antenna Site) without the prior written consent of the Licensor, which consent shall be in Licensor's sole and unfettered discretion.

(c) Broadband Antenna System. Stations will operate from the Broadband Antenna System, however, in no event will Licensor or Licensee alter; relocate, reposition or re-orient the Broadband Antenna System without the prior written approval of the other, such approval not to be unreasonably withheld, conditioned or delayed (provided, however, that it will not be deemed unreasonable of Licensee to refuse to provide such approval in the event of any negative impact on Stations' signal or coverage area). Similarly, Licensor is permitted to refuse such approval in the event of any negative impact on another of Licensor's licensees signal or coverage area.

(d) Combiner Input Power.

(i) Combiner Input Power: the power in kilowatts that Licensee will be• supplying to the input port(s) of the Broadband Antenna System combiner.

(ii) Licensee's Combiner Input Power shall be limited to 8.0 kW to the Broadband Antenna System, subject to the terms of this License. Should Licensee desire to increase its combiner input power above this value, Licensor shall cooperate with Licensee, at Licensee's sole cost and expense, to permit such mcrease on mutually agreeable terms and subject to the limitations of the Broadband Antenna System. Licensor agrees to provide reasonable accommodation and cooperation to Licensee to make suitable plans and arrangements for Licensee's authorized Stations connection to the Broadband Antenna System as provided in this License.

2.03 Generators. Licensor agrees to permit Licensee to connect to a generator owned by Licensor at the Antenna Site ("Licensor Generator") at Licensee's own cost. Licensee shall reimburse Licensor for its pro-rata share of all out-of-pocket expenses incurred for the operation, maintenance, and repair associated with such Licensor Generator, including, without limitation, fuel expenses. In the event the Licensor Generator requires repairs or replacement, Licensee shall solely be responsible for its pro-rata share of the expenses incurred in any repair to or replacement to the Licensor Generator. For the purposes of this Section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees connected to the Licensor Generator on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for such Licensor Generator expenses within thirty (30) days following receipt of an invoice from Licensor.

3. PERMITTED USES

3.01 By Licensee.

(a) The Licensed Premises may be used only for broadcasting operations by Licensee associated with Channel KXLI (94.5 MHz) and Channel KADD (93.5 MHz) (FCC Facility IDs# 164097 / 72528) (the "Permitted Uses") and for operations incidental thereto.

(b) Except as expressly permitted by this License, Licensee shall not construct or install any additional appurtenances or equipment on the Licensed Premises.

(c) Licensee's permitted use with respect to the Licensed Premises shall be limited solely to that enumerated in this section, and, except pursuant to separate agreement with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Premises.

3.02 By Licensor.

(a) Subject to the rights elsewhere granted to Licensee in this License, Licensor reserves the right to use the Tower, at its own expense, as it sees fit, to, without limitation, change the wiring and location of any equipment (including any transmission wires) pertaining thereto (other than Licensee's Property) and to fasten additional equipment thereto for any purpose, including the right to install transmitting antennas of others.

(b) Subject to the rights elsewhere granted to Licensee in this License and to Licensor's obligations to Licensee pursuant to Section 11 of this License, Licensor shall have the right to use for itself, or to license to others, the remainder of the Antenna Site (including, without limitation, space on the Tower or in any building constructed by Licensor) for any purpose, including, without limitation, any kind of broadcasting or communication, simultaneous transmissions on AM, FM, SSB, VHF, UHF and/or microwave frequencies, and all rental revenues received therefrom shall belong exclusively to Licensor.

(c) Licensor also expressly reserves the right to erect one or more additional towers on the Antenna Site, subject to Licensor's obligations to Licensee pursuant to Section 11 of this License.

(d) Notwithstanding anything to the contrary herein, Licensee acknowledges and agrees that the Licensor reserves the right, as Licensor sees fit in its sole discretion, to replace or rebuild an existing tower **or** the top of any tower, provided, however, that in the event of such tower replacement, Licensor shall provide Licensee with suitable space at the Antenna Site during the construction period to allow Licensee to continue the Permitted Uses and Licensor shall be solely responsible for the costs associated with removing and re-installing the Licensee's Property on the replacement tower.

(e) In no event shall Licensee's rent be abated in any manner during any period of construction of the tower or candelabra so long as Licensee is capable of continuing to operate its equipment from a temporary location on the Antenna Site or another Licensor-owned tower structure. Licensee acknowledges and agrees that it will reasonably cooperate with the Licensor

in any actions, filings, or permits, which may be required for Licensor to exercise its rights under this Section 3.02.

4. TERM

4.01 Term. This License shall have an initial term (the "Initial Term") of five (5) years beginning on the Conunencement Date. The term of this License shall automatically renew, on the same terms and conditions herein contained, for three (3) additional period (the "Renewal Term") of five (5) years, unless either party hereto provides written notice to the other party of its intent not to so renew the term of this License at least ninety (90) days prior to end of the present term. The Initial Term, together with the Renewal Term, shall hereinafter be collectively referred to as the "Term." Each consecutive 12-month period beginning on the Conunencement Date shall be referred to as a "License Year".

4.02 Exceptions to Term. Notwithstanding the provisions of Section 4.01 or anything to the contrary in this License, in the event that Licensor's use of the Antenna Site, or Licensor's Building is subject to the terms and provisions of an easement, ground lease, license, or right of way (hereinafter collectively referred to as an "Underlying Lease") which expires prior to the expiration of the Term of this License, and which, if expired, would result in Licensor being unable to continue to license the Licensed Premises to Licensee, this License shall automatically terminate upon the expiration or sooner termination of the Underlying Lease.

5. RENT AND OTHER FEES

5.01 Base Rent. Conunencing on the Conunencement Date and thereafter on the first day of each month during the Term of this License, Licensee shall pay to Licensor as base rent ("Rent") the amount of Seven Thousand and 00/100 Dollars ($7,000.00), such rental payments to be made without notice or demand and without any setoff or deduction whatsoever. In the event that the Conunencement Date does not occur on the first day of a calendar month, Rent for such partial calendar month shall be prorated on a per diem basis. The Rent stated herein shall be increased beginning with the second License Year of the Term and every License Year thereafter throughout the Term hereunder, by 3%.

5.02 Payment of Rentals. Unless otherwise specified herein, Rent and any additional rent to be paid hereunder shall be paid in lawful money of the United States of America in advance on the first day of each month during the Term by remitting payment as set forth in this paragraph, or as Licensor may otherwise direct in:

Licensor's Remittance Address: InSite Towers, LLC, PO Box 733151, Chicago, IL 60673-3151.; all payments shall include a reference to the Site Name and Site Number as identified on page I.

5.03 Licensee's Use of Electricity and Other Utilities. Licensee shall be solely responsible for procuring and paying for utilities (including, without limitation, electricity) from the appropriate provider and shall, if necessary and at its sole cost, install meters to measure electrical usage by Licensee. In the event that the appropriate provider will not allow separate metering, and in addition to the payment prescribed under Section 5.01 of this License, Licensee shall pay Licensor for all utilities (including, without limitation, electricity, heat, internal light and power distribution, air conditioning, and janitorial services) provided by Licensor and used by Licensee in connection with the Licensed Premises and will memorialize terms associated therewith by way of an amendment to this License.

5.04 Licensee's Taxes and Fees. Licensee shall pay all personal property, sales use occupancy or other taxes (including real estate or other ad valorem taxes) assessed or imposed on or attributable to Licensee's Property or associated with Licensee's use of the Antenna Site, and shall cooperate with Licensor to ensure that Licensee's Property is properly separated from property of Licensor or other tenants or users for assessment purposes. In the event that a particular License is associated with a Tower located on real property which is owned by the Bureau of Land Management, the United States Forest Service or other Governmental Authority, Licensee shall pay any and all base fees or assessments invoiced to Licensor or the underlying Licensor under the Underlying Lease by such Governmental Authority, as well as, any fees or assessments and/or increases in such fees or assessments invoiced by such Governmental Authority that are directly attributable to and/or are the result of the use or presence of Licensee's Property or operations at the Antenna Site.

5.05 Licensee's Pro-rata Share of All Common Expenses. In addition to any other payments prescribed under this Section 5, Licensee shall be responsible for and shall reimburse Licensor for its pro-rata share of all common expenses (the "Common Expenses") incurred by Licensor in the installation, operation, maintenance and repair of the Antenna Site, including, but not limited to, the construction, maintenance and repair of a common septic system and field; all real estate taxes, assessments, levies or other fees assessed or imposed against the Antenna Site

(including the Licensed Premises); all taxes which may be assessed against the Tower (whether real property or personal property taxes or other fees or assessment); insurance; common utilities; and any and all other costs of operating and maintaining the Antenna Site. For the purposes of this section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Antenna Site (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee.

At the beginning of each calendar year, Licensor shall deliver to Licensee a reasonable estimate of the Common Expenses which will be incurred for the Antenna Site during the upcoming year. Licensee shall then pay to Licensor, along with the monthly rental payments (and without notice or demand and without any setoff or deduction whatsoever) equal monthly installments of said 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 for the Antenna Site 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 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.

5.06 Licensee's Common Expenses for Broadband Antenna System. In addition to all other payments prescribed under this Section 5, Licensee shall be responsible for, and shall reimburse Licensor for all Common Expenses incurred by Licensor solely and directly in the operation, maintenance, replacement and repair of the Broadband Antenna System, including, but not limited to capital expenditures associated with the repair and replacement of the Broadband Antenna System as well as all other costs of operating and maintaining the Broadband Antenna System. Licensee shall be solely responsible for all combiner equipment and transmitter costs, including combiner modules/filters.

5.07 Holding Over. If Licensee remains in possession of the Licensed Premises or any part thereof after the expiration of this License, such occupancy shall be a tenancy from month to month at a monthly Rent equal to 150% of the monthly installment of Rent for the last full month

of the Term of this License, plus all other charges or additional rent payable hereunder. The foregoing provisions of this Section 5.07 shall neither be construed to give the Licensee any right to remain in possession of the Licensed Premises or any part thereof after such expiration date, nor to waive any of Licensor's rights under this Licerise to collect any direct damages to which Licensor may be entitled.

6. AUTHORITY

6.01 Quiet Enjoyment. Licensor represents and warrants that it has the authority to enter into this License, and covenants and agrees that Licensee, upon paying the rents described herein and observing and keeping the covenants, agreements and stipulations of this License on Licensee's part to be observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Licensed Premises and all other rights and privileges granted herein, without hindrance, eviction or molestation by Licensor.

6.02 Licensee's Approval. Licensee represents and warrants that it has the full corporate power and authority to enter into and perform this License.

7. PERMITS

7.01 Licensee's Permits. Licensee shall obtain, at its sole cost and expense, any and all necessary licenses, permits (including building permits) or other authorizations from such governmental authorities as shall have jurisdiction in connection with the construction, installation, repair, alteration or replacement of Licensee's Property or with any of its activities on the Licensed Premises or contemplated by this License. Licensee shall furnish Licensor with copies of all such licenses, permits or other authorizations and shall abide by the terms and provisions therein. If, for any reason, any governmental authority should fail to issue, extend or renew a license or permit to Licensee to use the Tower for Licensee's Permitted Uses due to no fault or act (or failure to act) on the part of Licensee, or should prohibit the use of the Tower for such purposes so that the purpose of this License is substantially frustrated, then and in those events this License shall terminate and, subject to the requirement that Licensee must pay Rent until such time as Licensee's Property is removed from the Licensed Premises upon expiration or earlier termination of this License, neither party shall have any further obligations to the other hereunder. In the event that such failure to acquire, or loss of, such license or permit has occurred due to the fault or act (or

failure to act) on the part of Licensee, then Licensee shall not be relieved of its obligations to make rental payments hereunder until such time as this License is terminated in accordance with its terms.

7.02 Licensor's Permits. Except as otherwise provided in Section 7.01, Licensor shall obtain, at its sole cost and expense (except that the expenses associated with any installation, alteration or replacement performed by Licensor to accommodate the Licensee's Property shall be borne by the Licensee), any and all necessary licenses, permits (including building permits) or other authorizations from such governmental authorities as shall have jurisdiction in connection with the construction, installation, repair, alteration or replacement of the Tower or the Antenna Site by Licensor or with any of Licensor's activities thereon contemplated authorizations and shall abide by the terms and provisions therein. Upon Licensee's request, Licensor shall furnish Licensee with copies of such licenses, permits or other authorization.

7.03 Final Zoning Approval. Notwithstanding anything to the contrary herein, in the event that any license, permit, or other authorization required for Licensor's use of, operation of **or** right to license space to Licensee at the Antenna Site is challenged by any governmental authority or third party as part of any governmental, regulatory or legal proceeding, Licensee acknowledges that (i) Licensor shall reserve the right to withhold its approval of Licensee's installation or modification of its equipment at the Antenna Site until such time as said challenge has been finally adjudicated and Licensor prevails, and, (ii) following prior written notice to Licensor specifically referencing this Subsection, Licensee may elect to install its equipment on the Tower at its sole cost and risk and acknowledges that in the event of a governmental or legal order requiring the removal of Licensee's equipment from the Tower that Licensee shall do so promptly at its sole cost and expense. Licensor shall not be responsible to Licensee for any delay in the construction of the Tower which prevents or delays Licensee's installation on the Commencement Date or requires that Licensee remove its equipment from the Tower, provided that such delay or removal is caused by any governmental action, court order or other circumstance which is beyond the reasonable control of the Licensor. In the event that the Licensee is unable to install or utilize its equipment pursuant to any of the circumstances described in this subsection (excluding termination of this Agreement), (i) the Rent shall be abated for any such period of delay or inability of Licensee to operate its equipment from the Antenna Site, and (ii) if Licensee is unable to operate from the Antenna Site for a period of six (6) months or more, Licensee shall have

the right (but not the obligation) to terminate this Agreement by written notice to Licensor, effective upon receipt, at any time prior to the date upon which Licensee is authorized by the applicable governmental entity to begin or resume operations from the Antenna Site in accordance with this Agreement. In the event of a final and adverse adjudication by a governmental entity with authority over such matters, which adjudication requires Licensor to remove the Tower or Licensee's equipment from the Tower, this Agreement, following such removal, shall automatically terminate and neither party shall have any further obligation to the other hereunder. Any obligations which accrued prior to such termination shall survive any such termination.

8. MAINTENANCE OF LICENSED PREMISES AND LICENSEE'S PROPERTY

8.01 During Term of License.

(a) Licensee, at its sole cost and expense, and subject to the requirements of this License, shall maintain and repair Licensee's Property. Licensee shall take all reasonable precautions to avoid interference with or hindrance to the operations of Licensor or any other licensee or user of the Tower and Antenna Site in accordance with Section 11 herein.

(b) Licensor reserves the right, during reasonable hours and following reasonable notice, to enter the Licensed Premises for the purposes of inspection. In the event that Licensor, in its sole (but reasonable) discretion, determines that Licensee has not maintained Licensee's Property as required herein, and that emergency repairs are necessary, Licensor may, at its sole option but without obligation therefor, enter any portion of the Licensed Premises and make such emergency repairs as it deems necessary, and any amount expended by Licensor therefor shall be reimbursed to it by Licensee promptly following presentation of a statement therefor and shall be deemed additional rent hereunder. For purposes of only the preceding sentence, emergency repairs shall mean any repairs reasonably necessary to prevent the danger of: (i) imminent death, or serious bodily harm, to persons on or about the Antenna Site; (ii) imminent property damage to, on or about the Antenna Site; or, (iii) interference with Licensor or any other licensee or other user of the Antenna Site (subject to the provisions of Section 11 her,s,of).

(c) With respect to non-emergency repairs which Licensor reasonably determines that Licensee is required to perform to maintain Licensee's Property, Licensor shall so notify Licensee in writing, reasonably specifying the maintenance and repairs required to be performed by Licensee. In the event that Licensee shall not have performed such maintenance and repairs within thirty (30) days following such written notice, Licensor may, at its sole option but

without obligation therefor, make such repairs as it deems reasonably necessary and any amount expended by Licensor therefor shall be reimbursed to it by Licensee within thirty (30) days following presentation of a statement therefor and shall be deemed additional rent hereunder. Licensor shall not be liable for inconvenience, disturbance, loss of business or any other damages to Licensee by reason of repairing Licensee's Property which Licensee has failed to properly maintain hereunder.

(d) Subject to the provisions of Sections 2, 10, 11 and 12 hereof, no work (including, without limitation, electrical work) will be performed by Licensee or others in connection with the installation, alteration, maintenance, repair or removal of any of the utilities serving the Licensed Premises or the transmission lines (whether on the Tower or in or to the Building), without the prior, written consent of Licensor, which consent shall be in Licensor's sole and unfettered discretion. As a prerequisite to Licensor granting any such consent, Licensee shall comply with the requirements of Section 10.01 below.

(e) Any work to be performed by or on behalf of Licensee in connection with the installation, alteration, maintenance, repair or removal of any equipment on the Tower (including any ascension of the Tower) or in or about the Antenna Site may only be performed by (i) a qualified employee of the Licensee, (ii) a contractor chosen from a list of Licensor's "Qualified Suppliers," if any, or, (iii) a qualified contractor (but in the event of a contractor whose work involves climbing the tower structure, a certified contractor) approved in advance by Licensor. Subject to the provisions of Sections 8, 10, 11 and 12 hereunder, such approval shall not be unreasonably withheld; provided, that Licensor may consider any factors it deems relevant in deciding whether to consent to an employee, agent or contractor of Licensee climbing the Tower or perform work on any of Licensee's Property on the Tower, including, without limitation, acknowledgement by the employee, agent or contractor of Licensee that they are aware of, understand and will adhere to the requirements of all relevant statutes, regulations, ordinances or other requirements of any governmental authority having jurisdiction over the Tower (and which govern the work desired to be performed on the Tower) and proof that the employee, agent or contractor of Licensee has procured and is maintaining any and all insurance required hereunder. Licensee shall be responsible for causing such contractor to deliver to Licensor a certificate of insurance at the coverage limits described in Section 12, naming Licensee and Licensor as additional insured, prior to the commencement of any work on behalf of the Licensee. In no event

will any person be allowed to perform any work on the Tower without said evidence of said insurance and evidence that such person is aware of, understands and agrees to adhere to the requirements of all relevant statutes, regulations, ordinances or other governmental requirement governing the Tower.

(f) All work by or on behalf of Licensee shall be carried out (i) in a good and workmanlike manner, (ii) in accordance with recognized engineering standards and public ordinances, rules and regulations applicable to such work, including, without limitation, any rules, regulations, procedures or guidelines of the Occupational Safety and Health Administration ("OSHA") and/or the Federal Communications Commission ("FCC") implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation; (iii) in accordance with Licensor's security and safety procedures with respect to protection of persons and the Antenna Site, and (iv) in accordance with the provisions of subsections (a), (b), (c), (d), and (e) hereof.

(g) Notwithstanding the receipt of the approvals by Licensor as required in this Section, Licensee shall not be relieved of its responsibilities and liabilities for interference or otherwise as herein provided, nor shall said approval be deemed a waiver of any other rights of Licensor under this License.

(h) Licensee 1s not required by any prov1s10n herein to construct any improvements on the Licensed Premises; accordingly, no lien for materials or services provided to the Licensed Premises shall attach to Licensor's interest in the Licensed Premises. In the event that any lien shall be filed against any part of the Antenna Site for work claimed to have been done or materials claimed to have been furnished to Licensee, the same shall be discharged by Licensee (by bond, payment or as otherwise provided by law) within thirty (30) days thereafter at Licensee's sole cost and expense, and if Licensee shall fail to take such action as shall cause such lien to be so discharged within such thirty (30) days, Licensor may, at its option but without obligation therefor, discharge the same by payment, deposit or by bonding proceedings. Licensor may, at its option but without obligation therefor, require the lienor to prosecute the appropriate action to enforce the lienor's claim. In such case, Licensor shall give immediate notice to Licensee of such pending action or proceeding so that Licensee may have an opportunity to legally contest or defend the action or proceeding. If, after such notice to Licensee, a judgment is recovered on the claim, Licensor, at its sole option but without obligation therefor, may pay the judgment. Any amount

paid or expense incurred or sum of money paid by Licensor (including the total amount claimed by the lienor and reasonable attorney's fees) by reason of the failure of Licensee to comply with the foregoing provisions of this Section, or in defending any such action, shall be paid to Licensor by Licensee within thirty (30) days following presentation of a statement therefor, and shall be treated as additional rent hereunder.

8.02 At Expiration or Termination. At the expiration or sooner termination of the Term, Licensee shall promptly surrender possession of the Licensed Premises to Licensor in substantially as good a condition as the same were received on the Commencement Date, reasonable wear and tear and damage by casualty excepted. Following such expiration or sooner termination, Licensee shall execute and deliver to Licensor documents, in recordable form, evidencing the release of any instruments of record evidencing this License within fifteen (15) days following receipt by Licensee of such document. In the event Licensee fails to so deliver any such document, Licensee does hereby appoint Licensor as Licensee's attorney-in-fact to execute and deliver any such document Licensor requires. Anything to the contrary herein notwithstanding and unless otherwise agreed to in writing, Licensee shall be and shall remain obligated to make rental and any other payments hereunder until such time as Licensee's Property is removed from the Antenna Site.

8.03 Site Access and Control. Licensor agrees to conform the Tower to meet applicable Federal and State regulations, including Federal Aviation Administration ("FAA") and Environmental Protection Agency ("EPA") regulations as they apply to the operation of broadcasting stations whose facilities produce non-ionizing radio emissions. Licensor will permit the installation of signs by Licensee warning of radiation levels from its facility at appropriate levels on or within the Tower structure so as to be clearly visible by climbing personnel. Licensor will take reasonable steps to prevent unauthorized parties from entering the Licensed Premises.

9. USE AND MAINTENANCE OF COMMON PREMISES.

9.01 Use of Common Premises. Licensee shall have the non-exclusive right to use, in connection with Licensee's Permitted Uses and in common with Licensor and its licensees, invitees and Licensees or other users of the Antenna Site: (a) the primary access road on the Antenna Site from the public highway to the Licensed Premises; and, (b) any parking lots, walkways and other common areas situated on the Antenna Site, to the extent that Licensor has the right to grant such use rights to Licensee.

9.02 Maintenance of Common Premises. Licensor shall maintain the primary access road, the common areas under Licensor's control, and the fence around the Tower in good repair. Licensor 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 Tower, subject to FCC approval pursuant to 47 C.F.R. §73.1213. Licensee shall comply with any security and safety policies established by Licensor.

9.03 Maintenance of Tower. Licensor 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.

9.04 Maintenance of Building. Licensor shall maintain the Building, including the roof, structure and foundation thereof, and all electrical, mechanical, plumbing, heating, ventilation, and air-conditioning, fire, life-safety and other support systems (other than those installed by Licensee) in good repair and in good operating condition.

9.05 Performance of Work. In the event that Licensor determines that repaus, alterations or improvements are necessary or desirable to the Tower, any building constructed by Licensor or others on the Antenna Site, any common areas, or the spaces of other licensees or other users of the Antenna Site, Licensor may, upon reasonable notice (except for emergency situations, where no such notice shall be required), close entrances, doors, common areas; drive-ways, rights-of-way, service areas, parking areas or any other facilities at its discretion without being liable to Licensee. The closing of entrances, doors, common areas, parking areas, or other facilities for the making of the repairs, alterations or improvements described herein shall, under no circumstances, constitute an eviction of the Licensee or be grounds for termination of this License or the withholding of any rental payments or other payments or performances required to be paid or made by Licensee under the terms hereof. Licensor will perform any such repairs, alterations or improvements as expeditiously as possible and in a manner to minimize any loss or damage to Licensee. Under no such circumstances shall Licensee be entitled to terminate this License nor shall it be entitled to compensation for any loss or damage it may sustain (including, but not limited to, loss of use, loss of advertising/sponsorship revenues and/or consequential damages) by reason of such repairs, alterations or improvements.

10. ALTERATIONS BY LICENSEE

10.01 Alterations. Licensee shall have the right, at its own cost and expense and subject to the provisions of Sections 2, 8, 11 and 12 hereof, to make changes and alterations to Licensee's Property situated on the Tower or in the Building, including the renovation, replacement or removal of its antenna; provided, however, that such changes or alterations conform with recognized engineering standards and, if necessary, have been approved by the FCC and any other authority having jurisdiction over such changes or alterations or over Licensee; and provided further, that plans and specifications are first submitted to and approved, in writing and in advance, by Licensor as provided for elsewhere in this License. Licensee shall make no changes in the Tower, equipment or equipment position without the prior written approval of Licensor, in Licensor's sole and unfettered discretion. Anything to the contrary herein notwithstanding, in no event may Licensee install or replace any of Licensee's Property on the Tower with any equipment which exceeds the wind-loading requirements and specifications of the equipment permitted under Section 2.0l(a) herein.

Before Licensee shall make any changes or alterations to or on the Licensed Premises or to or on the Tower, notification of the particulars of such proposed change or alteration, together with full mechanical and electrical engineering details shall be submitted to Licensor and Licensor will be requested to advise in writing Licensee, within twenty (20) business days after receipt of such notification, whether Licensor has any objections thereto based upon the structural limitations of the Tower. If Licensor shall object within this period to such plans and Licensee is unwilling to alter its plans to meet the objections, the dispute shall be submitted to a structural engineering firm chosen by Licensor and a structural analysis shall be performed. The decision of such structural engineering firm shall be final and binding upon all parties. The reasonable cost of any such analyses shall be borne by Licensee.

The parties hereto acknowledge and agree that this License is based upon carefully computed tower loading capacity. If any change or alteration proposed by Licensee in the type, location or positioning of Licensee's Property should, in Licensor's judgment, require a computer or other type of feasibility study to determine Tower loading capacity associated with such proposed change or alteration, such study shall be performed by an engineer approved by Licensor, whose decision shall be final and binding upon both parties. The cost of such study or any other costs reasonably incurred by Licensor in determining the feasibility of any proposed change or

alteration in the type, location or positioning of Licensee's Property shall be borne entirely by Licensee and Licensee shall immediately reimburse Licensor for such expense and shall be deemed additional rent hereunder.

10.02 Installation of New Utilities by Licensee. Except as otherwise mutually agreed to in writing by the parties and subject to the required approvals and cooperation of any governmental authority or public utilities, Licensee shall arrange and be responsible for the installation and provision of any additional electrical and telephone lines·or other utilities serving Licensee's Property and the Building. Licensee shall be responsible·for the procurement of and payment for all utility services described in Section 5.03 hereof.

11. INTERFERENCE.

11.01 Interference with Licensor, Licensee or Others. In the event that Licensor, Licensee or any other licensee or user of space on the Tower should change their facilities or their mode of operation, or should any such party fail to comply with the Maintenance Standards (as defined herein), and such change or failure to comply results in any objectionable electrical or physical interference (including interference from any other structure erected on the Antenna Site) to the broadcasting operations or other permitted operations of any such parties, the party causing the interference shall, immediately upon notification of such interference and at its sole cost and expense, take all steps as may be reasonably required to correct such interference. All steps taken shall be subject to the provisions of Sections 11.02 and 11.03 of this License. If such interference is caused by the failure of the party suffering the interference to comply with the Maintenance Standards (as hereinafter defined) then the party suffering the interference will, at its sole cost and expense, comply with such Maintenance Standards. Any dispute as to the cause of interference, or the steps reasonably required to correct it, arising under this Section, shall be submitted to an independent professional engineer mutnally chosen by Licensor and Licensee and such engineer's decision shall be final and binding upon the parties. If such interference is found to be caused by such changed facilities or mode of operation, the fees and charges of the engineer to whom the dispute is referred shall be borne by the party whose changed facilities or mode of operations gave rise to the claimed interference. If such interference is found not to be caused by such changed facilities or modes of operation, the fees and charges of the engineer to whom the dispute is referred shall be borne by the objecting party. Any subsequent License or agreement made by Licensor

with any other person for use of tower space shall contain provisions substantially similar to those provisions contained in this Section 11.

I1.02 Interference by Other User. Any new or modified use of the Tower, subsequent to the Commencement Date hereof, pursuant to which Licensor allows any other person to install equipment on or commence operation from any portion of the Antenna Site after the initial installation (or subsequent modification, if any) of Licensee's Property shall provide that should the installation, operation or maintenance of the equipment, or the activities, of such other person cause any objectionable interference with the broadcasting operations of Licensee, then, immediately upon notification to Licensor of such interference, Licensor will use its best efforts to ensure that such other licensee or user, at its sole cost and expense, shall promptly take such steps as may be reasonably required to correct such interference, including, without limitation, changing frequency, ceasing transmission, reducing power and/or the installation of any filter or other equipment; provided, however, that if such interference is caused by the failure of Licensee to comply with the Maintenance Standards, as hereinafter defined, Licensee will, immediately and at its sole cost and expense, comply with such Maintenance Standards.

I1.03 Interference with Prior Users. Should Licensee's Property or its operations (including subsequent modifications, if any) cause any objectionable interference with the operations of any other pre-existing equipment at the Antenna Site (whether owned by Licensor or a third party), then, immediately upon notification to Licensee of such interference, Licensee, at its sole cost and expense, shall promptly take such steps as may be reasonably required to correct such interference, including, without limitation to, changing frequency, ceasing transmission, reducing power and/or the installation of any filter or other equipment, provided, however, that if such interference is caused by the failure of Licensor or such other licensee to comply with the Maintenance Standards, as hereinafter defined, Licensor will, immediately and at its sole cost and expense, comply with such Maintenance Standards or will use its best efforts to cause such other Licensee, immediately and at its own cost and expense, to comply with such Maintenance Standards.

I1.04 Definition of "Maintenance Standards". For the purposes of this License, compliance with "Maintenance Standards" shall mean that a Licensee or user of the Tower shall: (a) maintain and operate its equipment in accordance with the requirements, rules, regulations, procedures and guidelines of any governmental authorities having jurisdiction over such

maintenance and operation (including, without limitation, any rules, regulations, procedures or guidelines promulgated by OSHA or those of the FCC implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation) and the standards of manufacturers of the equipment; (b) maintain and operate its equipment in accordance with established and recognized engineering practice: and, (c) in conjunction with other broadcast or telecommunication entities which may transmit from the Antenna Site, reduce power or terminate its operations temporarily to prevent possible overexposure of worker to RF radiation.

12. INSURANCE; DAMAGE

12.01 Insurance. Licensor and Licensee shall keep in full force and effect, during the Term ofthis Agreement, insurance coverage in accordance with Appendix I attached hereto.

12.02 Waiver of Certain Damages. Notwithstandinganything to the contrary herein, each party hereby waives the right to recover consequential (including lost profits and business interruption), punitive, exemplary and similar damages against the other party.

12.03 Waiver of Subrogation. Licensor and Licensee release each other and their respective principals, employees, representatives and agents from any claims for damages to any person or to the Licensed Premises or to Licensee's Property thereon or therein caused by, or resulting from, risks insured against under any insurance policies carried by the parties or either of them and in force at the time of such damage. Licensor and Licensee shall cause each insurance policy which they respectively obtain to provide that the insurer waives all right of recovery by way of subrogation against the other in connection with any damage covered by such policy.

12.04 Tower Damage. In the event that the Tower is destroyed or damaged by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage or other casualty, Licensor shall, unless it shall elect to terminate the term of this License as hereinafter provided, promptly reconstruct or repair the Tower to substantially the same condition as existed before the destruction or damage, and upon completion, shall give possession to Licensee of substantially the same space leased hereunder. If the Tower is in need of such repair or is so damaged by fire, lightning, windstorm, flood, earthquake, explosion, aircraft or other vehicle damage, collapse or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling Licensee's Property, then Licensor may, upon giving written notice to Licensee, remove any Licensee's Property and interrupt the signal activity of Licensee.

In such event Licensor will use reasonable efforts to have Licensee's Property replaced as soon as reasonably possible. Licensee will be afforded the right, at Licensee's sole cost and expense, to install temporary facilities pending repairs, provided such temporary facilities do not interfere in any way with the construction, rebuilding or operation of the Tower. Licensor agrees to provide Licensee with alternative space, if available, on the Tower (or if not available on the Tower, on any other available tower space owned or operated by Licensor in the market area, if any) during such reconstruction/repair period. 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 in a fashion sufficient to allow Licensee to replace Licensee's Property thereon 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. The rent under Section 5.01 shall be abated during any period that the Licensee carmot operate it services from the Antenna Site or alternative Licensor-owned site following an event described herein.

12.05 Survival. The provisions of this Section 12 shall survive the expiration or earlier termination of this License with respect to any events occurring on or before expiration or termination of same whether or not claims relating thereto are asserted before or after such expiration or termination.

13. EMINENT DOMAIN

In the event that the Antenna Site (or any portion of the Antenna Site necessary for the Tower, guy wires or other appurtenances necessary to Licensee's broadcasting operations) is taken, acquired, transferred or condenmed pursuant to eminent domain proceedings (or the threat thereof), the obligations of the parties under this License shall be terminated as of the date the transfer of title to the Antenna Site (or any portion thereof) pursuant to such taking, acquisition or transfer. Licensor shall be entitled to the entire condenmation award. Licensee may claim and recover from the condenming authority an award for Licensee's moving expenses, business dislocation expenses, Licensee's personal property and fixtures and the unamortized costs of leasehold improvements paid by Licensee, and all other rights in equity to which Licensee is otherwise entitled. If Licensor determines to build a new tower as a replacement for the Tower on

the condemned property, Licensor agrees to provide space on the new tower reasonably comparable to the space licensed to Licensee pursuant to this License on terms reasonably equivalent to the terms of this License. Licensee is under no obligation to accept any space provided by Licensor. In the event that this License is terminated due to eminent domain proceedings, then Licensee shall be relieved of any further obligations to make any rental payments or performances for any period after the date of such termination of this License, and, subject to offset or withholding by Licensor to cover any unpaid additional rent or other authorized charges which may be owed through the date of termination, Licensee shall be entitled to a refund of any advance rental sums which it has paid in proportion to the period of the License through such date of termination.

14. SUCCESSORS AND ASSIGNMENT

14.01 Successors. All rights and liabilities herein given to or imposed upon the respective parties hereto shall, to the extent that such are assignable pursuant to the provisions of Section 14.02, extend to and bind the several and respective successors and assigns of the parties hereto.

14.02 Assigmnent. Licensee may not assign, subleas□, sublicense or otherwise transfer all or any interest under this License (including, without limitation, diplexing of transmitter outputs, granting of shared use rights, or utilizing digital or analog interconnect facilities for itself or others) without the prior written consent of Licensor, which consent shall be in Licensor's sole discretion. Notwithstanding the foregoing and so long as Licensee is not then in default, Licensee may assign this License as a whole without Licensor's prior consent to: (i) any corporation, partnership or other entity which controls, is controlled by or is under common control with Licensee; (ii) any corporation or other entity resulting from the merger or consolidation of Licensee; (iii) any corporation, partnership or other entity, or person which acquires all or substantially all of the assets of Licensee and (iv) any corporation or other entity which acquires the FCC license of the broadcast station operating under the terms of this License. Any such assignment shall require not less than thirty (30) days prior written notice to Licensor and shall include an executed instrument by which such assignee assumes, in full and in writing, the obligations of Licensee under the License. Licensor may assign or transfer this License without the consent of Licensee, but shall notify Licensee following any such transfer or assigmnent.

15. RIGHT TO REMOVE LICENSEE'S PROPERTY AT END OF TERM.

Provided Licensee is not in default of its obligations hereunder, upon the expiration of the Term hereof, or in the event either party elects to terminate this License in accordance with the provisions herein, Licensee shall have the right to remove Licensee's Property from the Licensed Premises (other than any fixtures attached thereto; it being specifically understood and agreed that Licensee's antennas, transmitters, transmission lines and similar broadcasting equipment shall not be deemed fixtures) within ninety (90) days of expiration or other termination of this License. Such removal shall be conducted in accordance with Sections 8, 10, 11 and 12 hereof. Licensee shall promptly repair any and all damage caused by such removal. Any of Licensee's Property remaining on the Licensed Premises after the expiration of the ninety (90) day period shall be deemed to be the property of Licensor, which Licensor may have removed and/or stored at Licensee's expense.

16. LICENSEE'S DEFAULT

16.01 Default by Licensee. The following shall be considered events of default (each an "Event of Default") under this License: (i) if Licensee shall default in making any payment herein provided for, and any such default shall continue for a period of ten (10) days after written notice to Licensee; (ii) if Licensee shall default in the performance of any obligation of Licensee herein (other than payment of money) and any such default shall continue for a period of thirty (30) days after written notice to Licensee; (iii) if the Licensed Premises or any part thereof shall be abandoned; (iv) if Licensee shall file a voluntary petition in bankruptcy; (v) 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; (vi) 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 Premises; (vii) if any proceedings shall be commenced for the reorganization of Licensee; (viii) if the License created hereby shall be taken on execution or by any process of law; (ix) if Licensee shall admit in writing its inability to pay its obligations generally as they become due. Upon the occurrence of an event of default, Licensor may, at its option but without obligation therefor, terminate this License 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 Premises 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, in addition to any other remedy provided by law or permitted herein, at its option, re-let the Licensed Premises (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 Premises, Licensor shall apply any moneys 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 leasing 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 License. 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 in which the Antenna Site is located at the time of such disposition. Licensor shall give written notice to Licensee of any such public sale.

17. INDEMNIFICATION

17.01 Mutual Indemnification. Subject to the limitations described in Sections 17.04 and 19.10 below, each party (the "Indemnifying Party") agrees to indemnify and defend the other party against any claim for damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees, arising (a) out of any breach by the Indemnifying Party of its warranties, representations or covenants under this License; (b) out of the use, management or occupancy of the Licensed Premises or Antenna Site by the Indemnifying Party, its agents or invitees; (c) out of any acts, omissions, neglect or fault oflndemnifying Party, its agents, servants, contractors, employees, or invitees; (d) out of failure of the Indemnifying Party to comply with any relevant statutes, regulations or ordinances; (e) out of the Indemnifying Party's failure to comply with the Maintenance Standards; and (f) out of the Indemnifying Party's failure to comply with any of its other obligations under the terms of this License.

17.02 Procedures for Indemnification. Any party seeking indemnification hereunder ("Indemnified Party") shall provide the Indemnifying Party reasonably prompt notice of known circumstances giving rise to any claim for indemnity and the Indemnifying Party shall have the right and opportunity to undertake the legal defense of such claims. The Indemnified Party and its counsel may nevertheless participate in (but not control) such proceedings, negotiations or defense at its own expense. In all such cases, the Indemnified Party will give all reasonable assistance to the Indemnifying Party, including making the Indemnified Party's employees and documents available as reasonably requested and without charge.

17.03 Express Negligence. THE FOREGOING INDEMNITIES SET FORTH IN THIS SECTION 17 ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY STATE'S EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

17.04 Limitations. Neither party shall be liable or responsible to the other party, or to anyone claiming under or through the other party, for any damage or loss caused by or arising from any claim attributable to any acts or omissions of other licensees or other users of the Tower or the Antenna Site, or for the malfunction or failure of any utility, facility or installation, or for the destruction or damage to the Tower, except to the extent caused by the gross negligence or willful misconduct of such party. Anything to the contrary herein notwithstanding, each party hereto hereby waives the right to recover consequential (including lost profits), punitive, exemplary and similar damages and the multiplied portion of damages except to the extent such damages are suffered by the other party in a third-party proceeding.

17.05 Survival. The provisions of this Section 17 shall survive the termination of this License with respect to any events during the Term, whether or not claims relating thereto are asserted before or after expiration or termination thereof.

18. ESTOPPEL CERTIFICATE, ATTORNMENT AND SUBORDINATION

18.01 Estoppel Certificate. Within ten (10) days after Licensor's request, Licensee shall deliver, executed in recordable form, a certificate to any party designated by Licensor: (a) ratifying

this License; (b) stating the Commencement Date and expiration date; and (c) certifying, (i) that this License is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this License to be performed by Licensor have been satisfied (stating exceptions, if any), (iii) that no defenses or offsets against the enforcement of this License by Licensor exist (or stating those claimed), (iv) the amount of advance rent, if any, paid by Licensee, (v) the date to which rent has been paid, and, (vi) such-other information as Licensor reasonably requires. Parties receiving such statements shall be entitled to rely upon them. In the event that Licensee requests Licensor's·execution of a Landlord's waiver, an estoppel certificate or Licensor's consent to any assignment of this License, Licensee shall be required to pay Licensor an administrative fee of$500.00, irrespective of whether or not Licensor ultimately decides to consent to any such assignment.

18.02 Attorrunent. In the event of a sale or assignment of Licensor's interest in the Licensed Premises, the Tower or the Antenna Site, or if the Licensed Premises, the Tower or the Antenna Site comes into the hands of a mortgagee or any other party (whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, or otherwise), Licensee shall attom to the purchaser or such mortgagee or other party and recognize the same as Licensor hereunder, provided that such mortgagee or other party agrees not to disturb Licensee's interest in the Licensed Premises arising from the License so long as Licensee continues to perform its obligations according to the terms hereof. Licensee shall execute, at Licensor's request, any agreement reasonably required by any mortgagee or other such party confirming such attorrunent. Following any such attorrunent, Licensor shall be relieved of any and all liabilities thereafter arising and Licensee agrees to look solely to such Purchaser, Mortgagee or other party as the Licensor hereunder.

18.03 Subordination of License. The rights of Licensee hereunder shall be and remain subordinate to the right and lien of any bona fide mortgage or other security interest placed upon the Antenna Site by Licensor during or before the term of this License, and if requested by Licensor, Licensee will execute a subordination agreement pursuant to which any interest Licensee may have in the Licensed Premises by reason of this License is subordinated to a mortgage lien or other security interest granted in favor of Licensor's lenders. Licensor shall use its best efforts to have the lender agree not to disturb Licensee's interest in the Licensed Premises arising from this License so long as Licensee continues to perform its obligations according to the terms hereof.

18.04 Failure to Execute Instruments. Licensee's failure, without good and reasonable cause, to execute instruments or certificates provided for in this Section 18, within thirty (30) days after receipt by Licensee of a written request therefor, shall be an Event of Default under this License.

18.05 Recordation of Memorandum. At either party's request and expense, each party agrees to execute a memorandum of agreement of this License in a form acceptable to both parties, provided that in the event that the Licensee requests that Licensor obtain a memorandum of agreement for any Underlying License, Licensee shall be solely responsible for all reasonable costs and expenses incurred by Licensor in its attempt to obtain such execution by the Licensor of such Underlying License and Licensor shall in no event be required to undertake any additional obligation or accept any condition imposed by the Licensor of the Underlying License, Licensee, or other authority which Licensor deems, in its sole discretion, to be unacceptable. Licensee agrees to provide Licensor with a certified copy of any such memorandum with five (5) business days following any recordation of such memorandum.

19. MISCELLANEOUS

19.01 Relationship of Parties. Nothing contained herein and no acts of the parties herein shall be deemed or construed as creating any relationship between the parties hereto other than the relationship of Licensor and Licensee or landlord and tenant. Licensee's acceptance of possession of the Licensed Premises shall constitute Licensee's acknowledgment and agreement that the Licensed Premises are acceptable and reasonably suitable for Licensee's purposes.

19.02 Governing Law. This License shall be governed and construed and enforced in accordance with the laws of the state in which the Antenna Site is located and Licensee agrees to submit to the jurisdiction of the courts located in said state for the purpose of any state court actions and/or federal court actions.

19.03 Captions. The captions contained in this License are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this License.

19.04 Amendments. This License only may be amended or modified as may be agreed upon by written instrument executed by the parties hereto.

19.05 Interest and Attorney's Fees. All sums becoming due or payable under this License, 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 armum (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.

The prevailing party shall be entitled to its reasonable attorneys' fees and costs to collect any payment or to compel any performance ultimately held to be due under the provisions of this License.

19.06 Brokers and Third Parties. Each party represents that it has not had dealings with any real estate broker or other party who may claim a commission or finders' fee with respect to this License. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the indemnified party by any broker, finder, or other party with whom the indemnifying party has or purportedly has dealt.

19.07 Notices. All notices, demands and communications of any kind between the Parties, whether obligatory or discretionary under the terms of this License, shall be in writing (including telecopier facsimile or similar writing), addressed to the Party at the address or number set forth below (or to such other address as either Party may request by notifying the other Party in writing) and shall be served upon such other party by: (i) Personal service, whereupon service shall be deemed complete upon such personal service; (ii) Telecopier transmission, whereupon service shall be deemed complete upon sending such telecopier transmission, along with sending a copy of the notice, demand or other communication via the U.S. Postal Service, postage prepaid; (iii) Mailing a copy thereof, postage prepaid, by certified or registered mail (with return receipt requested), whereupon service shall be deemed complete upon delivery or refusal of deli very; or, (iv) Nationally recognized overnight courier service, whereupon service shall be deemed complete upon receipt. The addresses and telecopier numbers to which notices, demands and other communications shall be delivered or sent shall be:

If to Licensor: American Tower Corporation
10 Presidential Way
Woburn, MA 01801
(Attention: Contracts Manager)
Telecopier: (781) 926-4555

Ifto Licensee: Radio Activo Broadcasting LLC

2100 S Eastern Ave
Las Vegas, NV 89104
(Attention: Eric Palacios)
Telecopier: (702) 432-3022

or such other address as a party may indicate by written notice as herein provided for.

19.08 Waiver. It is agreed that the waiving of any of the covenants or other provisions of this License by either party shall be in writing to be effective, shall be limited to the particular instance and shall not be deemed to waive any subsequent breaches of such covenant or other provision or the breach of any other covenant or other provision herein contained.

19.09 Accord and Satisfaction. No receipt of money by Licensor after the termination of this License or after the service of any notice or after the commencement of any suit reinstates, continues, or extends the term of this License or affects any such notice or suit. No receipt of money by Licensor after any default by Licensee under this License or after the service of any notice of any such default cures or otherwise negates such default or affects any such notice of default. The receipt and acceptance by Licensor of less than the full amount of Rent or any other monies due hereunder shall be strictly for the account of Licensee and shall not be considered an accord and satisfaction or an account stated, despite anything to the contrary on such check or in a cover letter accompanying such check.

19.IO Limitation of Liability. Except for the gross negligence, willful misconduct or breach of this License 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 Antenna Site, **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 Premises; 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 Antenna Site or any other broadcasters (providing that Licensor has taken any remedial steps required to be taken by Licensor pursuant to the terms of this License). 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 sponsorship or advertising 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.

19.11 Partial Invalidity. The invalidity of any provision, clause or phrase contained in this License shall not serve to render the balance of this License ineffective or void, and the same shall be construed as if such had not been herein set forth.

19.12 Documentary Stamps. Licensor and Licensee shall bear equally the cost of documentary stamps (if any) occasioned by this License.

19.13 Rules and Regulations. Licensor may from time to time issue such reasonable rules and regulations in writing which it may consider necessary and desirable. Licensee agrees to abide by such reasonable rules and regulations so long as they do not unreasonably interfere with Licensee's use and occupancy of the Licensed Premises or conflict with this License.

19.14 Force Majeure. Neither party shall assume responsibility for any losses or damages caused by acts of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage. Licensor furthermore assumes no responsibility for losses or damages caused by any person other than employees of Licensor. In the event that either party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees agents, or contractors of such party, strikes, lock-outs, labor troubles, inability to procure material, failure of power, governmental actions, laws or regulations, riots, insurrection, war or other reasons beyond its control, then the performance of such act shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

19.15 Entire Agreement. This License, together with its Exhibits, constitutes and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous offers, negotiations and agreements (whether oral or

written) between the parties (or any of their related entities) concerning the subject matter of this License.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the day and year first above written.

Licensor:

InSite Towers, LLC, a Delaware limited liability company

:
ıme: Daniel Brae
:le: VP-Legal
8/3/2023

Licensee:

Radio Active Broadcasting LLC, a Nevada limited liability company

:
ıme: ERIC Palacios
:le: Manager

Licensor Site Name/Site Number: Cabin Canyon, NV/ 207721
Licensee Site Name/Site Number: *N/A* / KXLI 94.5 / KADD 93.5
FID: 164097 / 72528

EXHIBIT "A"

See Attached List of Equipment

Exhibit A

Customer Nam e: RADIO ACTIVO BROADC STING LLC	ATC Asset Name: Cabin Canyon	**ATC Asset#:** 207721
	Customer Site Name: Facilitv ID: 164097 / 72528	Customer Site #: KXLI 94.5/KADD 93.5

GROUND SPACE REQUIREMENTS

Total Lease Area Sq.Ft: 12.00	Prima,... Continuous Lease A	L:3.00'	**W:**	4.00'	H:	**Sq.Ft:**	12.00
	ATC Building	3.00'		4.00'	N/A		12.00
	Outside Prima0t Lease Area	N/A		N/A	N/A	**Sq.Ft:**	N/A

BACKUP POWER REQUIREMENTS

Generator: N/A	Fuel Tank Size (gal): N/A	Fuel Tvne: N/A	Fuel Tank Setback (radius): N/A

UTILITY REQUIREMENTS

Power Provided Bv: American Tower Provided (Generator)

Telco/Interconnect: N/A

TRANSMITTER & RECEIVER SPECIFICATIONS

Tvne: N/A	Quantitv: N/A	TX Power fwattsl: N/A	ERP Power lwatts\: N/A

EQUIPMENT SPECIFICATIONS

Type	FM	NIA	N/A	N/A	N/A	NIA
Manufacturer	Shively	N/A	NIA	N/A	N/A	NIA
Model#	6016-10/3 ATC Master-#207721-140	N/A	NIA	N/A	N/A	NIA
Dimensions **HxWxD**	1083.6" x 28" x 28"	N/A	NIA	NIA	NIA	NIA
Weight (lbs.)	5379.0	N/A	NIA	NIA	NIA	NIA
Location	Tower	N/A	NIA	NIA	NIA	N/A
RAD Center AGL	140.0'	NIA	NIA	NIA	NIA	N/A
Tip Height	185.2'	N/A	NIA	NIA	NIA	N/A
Base Height	94.9'	N/A	NIA	NIA	NIA	N/A
Mount Type	Leg/Flush	N/A	NIA	NIA	NIA	N/A
Quantity	1	N/A	NIA	NIA	NIA	N/A
Azimuths/Dir. of Radiation	0	N/A	NIA	NIA	NIA	N/A
Quant. Per Azimuth/Sector	1	NIA	NIA	NIA	NIA	NIA
TX/RX Frequency Units	MHz	N/A	NIA	NIA	N/A	NIA
TX Frequency	94.5,93.5	N/A	NIA	NIA	NIA	NIA
RX Frequency	.0	NIA	NIA	NIA	N/A	NIA
Using Unlicensed Freouencles?	No	N/A	NIA	NIA	N/A	NIA
Antenna Gain	NIA	NIA	NIA	NIA	N/A	NIA
Total# of Lines	1	N/A	NIA	NIA	NIA	NIA
Individual Line Configuration	Qty: 1 Type: Coax Diameter: 5n Coax Azimuth/Sector. 1	N/A	NIA	NIA	NIA	N/A
Conduit Configuration	NIA	NIA	NIA	NIA	NIA	N/A

Licensor Site Name/Site Number: Cabin Canyon, NV/ 207721
Licensee Site Name/Site Number: *NIA I* KXLI 94.5 / KADD 93.5
FID: 164097 *I* 72528

EXHIBIT "B"

Sketch Showing Location of Licensee's
Equipment in Licensor's Building
and compound

To be attached hereto within 90 days after the Commencement Date.

LEGEND

⏚	GROUNDING TEST WELL
AV	AIR VENT
ATS	AUTOMATIC TRANSFER SWITCH
B	BOLLARD
C	CABINET
CS	COAX SHROUD
CSC	CELL SITE CABINET
D	DISCONNECT
E	ELECTRICAL
F	FIBER
GEN	GENERATOR
G	GENERATOR RECEPTACLE
HH, V	HANDHOLE, VAULT
HFC	HYDROGEN FUEL CELL
HSM	HYDROGEN STORAGE MATERIAL
IB	ICE BRIDGE
K	KENTROX BOX
LC	LIGHTING CONTROL
LPG	LIQUID PROPANE GAS
M	METER
MTS	MANUAL TRANSFER SWITCH
OHW	OVERHEAD WIRE
P	POWER
PP	POWER POLE
T	TELCO
TRN	TRANSFORMER
	BUFFER (PROPERTY LINE)
	GROUND SPACE (LEASE AREA)
	EASEMENT

DRAWN BY:	H.DEGROOT
DATE DRAWN:	04/19/2023
CUSTOMER:	RADIO ACTIVO BROADCASTING
ATC PROJECT NO.:	OAA786051
ATC ASSET NO.:	207721

SITE PLAN LAYOUT

SHEET NUMBER:	AUDITED BY:
SITE-1	ON

Appendix I

Insurance

A. Licensor shall maintain in full force during the Term of this Agreement the following insurance:

I. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Antenna Site Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. An umbrella policy of not less than Five Million Dollars ($5,000,000.00).

The above insurance shall provide that Licensee will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against Licensee and shall include Licensee as an additional insured, and shall be primary over any insurance coverage in favor of Licensee but only with respect to and to the extent of the insured liabilities assumed by Licensor under this Agreement and shall contain a standard cross-liability endorsement.

B. Licensee shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Antenna Site prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

I. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Antenna Site Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. _An umbrella policy of not less than Five Million Dollars ($5,000,000.00).

The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against Licensor and shall include Licensor as additional insured, and shall be primary over any insurance coverage in favor of Licensor but only with respect to and to the extent of the insured liabilities assumed by Licensee under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.