

FOR
FCC
USE
ONLY

FCC 302-AM
APPLICATION FOR AM
BROADCAST STATION LICENSE

(Please read instructions before filling out form.)

FOR COMMISSION USE ONLY

FILE NO.

SECTION I - APPLICANT FEE INFORMATION

1. PAYOR NAME (Last, First, Middle Initial)

Holy Family Communications

MAILING ADDRESS (Line 1) (Maximum 35 characters)

6325 Sheridan Dr.

MAILING ADDRESS (Line 2) (Maximum 35 characters)

CITY

Williamsville

STATE OR COUNTRY (if foreign address)

New York

ZIP CODE

14221

TELEPHONE NUMBER (include area code)

716-839-6117

CALL LETTERS

WACE

OTHER FCC IDENTIFIER (If applicable)

9194

2. A. Is a fee submitted with this application?

Yes

No

B. If No, indicate reason for fee exemption (see 47 C.F.R. Section

Governmental Entity

Noncommercial educational licensee

Other (Please explain):

C. If Yes, provide the following information:

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in the "Mass Media Services Fee Filing Guide." Column (B) lists the Fee Multiple applicable for this application. Enter fee amount due in Column (C).

(A)

FEE TYPE CODE		
M	M	R

(B)

FEE MULTIPLE			
0	0	0	1

(C)

FEE DUE FOR FEE TYPE CODE IN COLUMN (A)
\$ 645.00

FOR FCC USE ONLY

--

To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)

--	--	--

(B)

0	0	0	1
---	---	---	---

(C)

\$ 0

FOR FCC USE ONLY

--

ADD ALL AMOUNTS SHOWN IN COLUMN C, AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.

TOTAL AMOUNT REMITTED WITH THIS APPLICATION

\$ 645.00

FOR FCC USE ONLY

--

SECTION II - APPLICANT INFORMATION		
1. NAME OF APPLICANT Holy Family Communications		
MAILING ADDRESS 6325 Sheridan Dr.		
CITY Williamsville	STATE New York	ZIP CODE 14221

2. This application is for:

- Commercial Noncommercial
 AM Directional AM Non-Directional

Call letters WACE	Community of License Chicopee, MA	Construction Permit File No. BP-20220511AAH	Modification of Construction Permit File No(s).	Expiration Date of Last Construction Permit 6/6/25
----------------------	--------------------------------------	------------------------------------------------	-------------------------------------------------	-------------------------------------------------------

3. Is the station now operating pursuant to automatic program test authority in accordance with 47 C.F.R. Section 73.1620?

Yes No

If No, explain in an Exhibit.

Exhibit No.
See Exhibit

4. Have all the terms, conditions, and obligations set forth in the above described construction permit been fully met?

Yes No

If No, state exceptions in an Exhibit.

Exhibit No.

5. Apart from the changes already reported, has any cause or circumstance arisen since the grant of the underlying construction permit which would result in any statement or representation contained in the construction permit application to be now incorrect?

Yes No

If Yes, explain in an Exhibit.

Exhibit No.

6. Has the permittee filed its Ownership Report (FCC Form 323) or ownership certification in accordance with 47 C.F.R. Section 73.3615(b)?

Yes No

Does not apply

If No, explain in an Exhibit.

Exhibit No.

7. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to the application in a civil or criminal proceeding, brought under the provisions of any law relating to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

Yes No

If the answer is Yes, attach as an Exhibit a full disclosure of the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), and the disposition of the litigation. Where the requisite information has been earlier disclosed in connection with another application or as required by 47 U.S.C. Section 1.65(c), the applicant need only provide: (i) an identification of that previous submission by reference to the file number in the case of an application, the call letters of the station regarding which the application or Section 1.65 information was filed, and the date of filing; and (ii) the disposition of the previously reported matter.

Exhibit No.

8. Does the applicant, or any party to the application, have a petition on file to migrate to the expanded band (1605-1705 kHz) or a permit or license either in the existing band or expanded band that is held in combination (pursuant to the 5 year holding period allowed) with the AM facility proposed to be modified herein?

Yes No

If Yes, provide particulars as an Exhibit.

Exhibit No.

The APPLICANT hereby waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because use of the same, whether by license or otherwise, and requests and authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).

The APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations and that all the exhibits are a material part hereof and are incorporated herein as set out in full in

CERTIFICATION

1. By checking Yes, the applicant certifies, that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

Yes No

2. I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name James Wright	Signature <i>James Wright</i>	
Title President	Date 1/9/20	Telephone Number 7168396117

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use the information provided in this form to determine whether grant of the application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Your response is required to obtain the requested authorization.

Public reporting burden for this collection of information is estimated to average 639 hours and 53 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, can be sent to the Federal Communications Commission, Records Management Branch, Paperwork Reduction Project (3060-0627), Washington, D. C. 20554. Do NOT send completed forms to this address.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3), AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

SECTION III - LICENSE APPLICATION ENGINEERING DATA

Name of Applicant Holy Family Communications

PURPOSE OF AUTHORIZATION APPLIED FOR: (check one)

Station License
 Direct Measurement of Power

1. Facilities authorized in construction permit					
Call Sign WACE	File No. of Construction Permit (if applicable) BP-20220511AAH	Frequency (kHz) 730	Hours of Operation Unlimited	Power in kilowatts	
				Night .007	Day 5.0

2. Station location	
State Massachusetts	City or Town Chicopee

3. Transmitter location			
State MA	County Hampden	City or Town Springfield	Street address (or other identification) Behind 101 West Street

4. Main studio location			
State NY	County Erie	City or Town Williamsville	Street address (or other identification) 6325 Sheridan Drive

5. Remote control point location (specify only if authorized directional antenna)			
State	County	City or Town	Street address (or other identification)

6. Has type-approved stereo generating equipment been installed? Yes No
7. Does the sampling system meet the requirements of 47 C.F.R. Section 73.68? Yes No
- Not Applicable

Attach as an Exhibit a detailed description of the sampling system as installed. Exhibit No.

8. Operating constants:			
RF common point or antenna current (in amperes) without modulation for night system 0.63		RF common point or antenna current (in amperes) without modulation for day system 16.9	
Measured antenna or common point resistance (in ohms) at operating frequency		Measured antenna or common point reactance (in ohms) at operating frequency	
Night 17.5	Day 17.5	Night 9.0	Day 9.0

Antenna indications for directional operation						
Towers	Antenna monitor Phase reading(s) in degrees		Antenna monitor sample current ratio(s)		Antenna base currents	
	Night	Day	Night	Day	Night	Day

Manufacturer and type of antenna monitor:

SECTION III - Page 2

9. Description of antenna system ((f directional antenna is used, the information requested below should be given for each element of the array. Use separate sheets if necessary.)

Type Radiator	Overall height in meters of radiator above base insulator, or above base, if grounded.	Overall height in meters above ground (without obstruction lighting)	Overall height in meters above ground (include obstruction lighting)	If antenna is either top loaded or sectionalized, describe fully in an Exhibit.
Self supporting twr	106.7	106.7	107.6	Exhibit No. N/A

Excitation Series Shunt

Geographic coordinates to nearest second. For directional antenna give coordinates of center of array. For single vertical radiator give tower location.

North Latitude 42 ° 06 ' 33 "	West Longitude 72 ° 36 ' 40 "
-------------------------------	-------------------------------

If not fully described above, attach as an Exhibit further details and dimensions including any other antenna mounted on tower and associated isolation circuits.

Exhibit No.
N/A

WWEI fm antenna side mounted on grounded tower, WACE fed through four wire tower mounted skirt

Also, if necessary for a complete description, attach as an Exhibit a sketch of the details and dimensions of ground system.

Exhibit No.

10. In what respect, if any, does the apparatus constructed differ from that described in the application for construction permit or in the permit?

No changes

11. Give reasons for the change in antenna or common point resistance.

New site construction

I certify that I represent the applicant in the capacity indicated below and that I have examined the foregoing statement of technical information and that it is true to the best of my knowledge and belief.

Name (Please Print or Type) Charles A Hecht	Signature (check appropriate box below) <i>Charles A. Hecht</i>
Address (include ZIP Code) Charles A Hecht & Associates, Inc. 19 Mackenzie Court Freehold, NJ 07728	Date January 6, 2023 Telephone No. (Include Area Code) 732 577-0711

Technical Director

Registered Professional Engineer

Chief Operator

Technical Consultant

Other (specify)

PHASETEK INC.
SPURIOUS FREQUENCY MEASUREMENTS
RADIO STATIONS WACE/WHLL DAY
DECEMBER 2022

WACE, 730 kHz, 5.0 kW ND Day
WHLL, 1450 kHz, 1.0 kW, ND Day

FREQUENCY (kHz)	FIELD (mV/M)	dB to WACE	dB to WHLL
730	335		
1450	116		
2160	0.011	-89.673	-80.4613
2170	0.0114	-89.3628	-80.1511
2180	0.0162	-86.3106	-77.0989
2190	0.0119	-88.99	-79.7782
2890	0.0098	-90.6764	-81.4646
2900	0.0108	-89.8324	-80.6207
2910	0.0104	-90.1602	-80.9485
3620	0.0094	-91.0383	-81.8266
3630	0.0099	-90.5882	-81.3765
3640	0.0099	-90.5882	-81.3765
4350	0.0098	-90.6764	-81.4646
4360	0.0117	-89.1372	-79.9254

Above taken at point 1.077 km from antenna
Point coordinates (NAD 27): N 42° 06' 24.5", W 72° 37' 25.4"
with Potomac Instruments PI 4100, SN 273
Above meet required 80dB (WACE) and 73dB (WHLL)

PHASETEK INC.
 SPURIOUS FREQUENCY MEASUREMENTS
 RADIO STATIONS WACE/WHLL NIGHT
 DECEMBER 2022

WACE, 730 kHz, .007 kW ND Night
 WHLL, 1450 kHz, 1.0 kW, ND Night

FREQUENCY (kHz)	FIELD (mV/M)	dB to WACE	dB to WHLL
730	14.3		
1450	116		
2160	0.0113	-62.0452	-80.2276
2170	0.0112	-62.1224	-80.3048
2180	0.0116	-61.8176	-80
2190	0.0114	-61.9686	-80.1511
2890	0.0103	-62.85	-81.0324
2900	0.0118	-61.6691	-79.8515
2910	0.0101	-63.0203	-81.2027
3620	0.0097	-63.3713	-81.5537
3630	0.0093	-63.7371	-81.9195
3640	0.0102	-62.9347	-81.1172
4350	0.0097	-63.3713	-81.5537
4360	0.0117	-61.743	-79.9254

Above taken at point 1.077 kM from antenna
 Point coordinates (NAD 27): N 42° 06' 24.5", W 72° 37' 25.4"
 with Potomac Instruments PI 4100, SN 273
 Above meet required 51.5dB (WACE) and 73dB (WHLL)

AM RADIO DIPLEXING & LEASE AGREEMENT

THIS AM RADIO DIPLEXING & LEASE AGREEMENT (the “Lease”) is entered into this 6th day of October, 2022 by and between Audacy Massachusetts, LLC, a Delaware limited liability company (“Landlord”), and Holy Family Communications, a New York not for profit corporation d/b/a, Station of the Cross Radio Network (“Tenant”). Landlord and Tenant sometimes referred to individually as the “Party” or collectively as the “Parties.”

WHEREAS, Landlord owns and operates a multi-tower array that is currently being used to broadcast the signals of WHLL(AM), 1450AM licensed to Springfield, Massachusetts (“Audacy AM Station”) and to broadcast one or more of the Landlord’s current and future AM/FM/T translator radio stations (together with the Audacy AM Station, the “Audacy Stations”), and space on the ground for Tenant to install its equipment in a waterproof shelter (“Ground Space”), all located on real property leased by Landlord and commonly referred as 101 West Street in Springfield, MA (“Land”).

WHEREAS, Tenant has entered into a Purchase & Sale Agreement dated May 9, 2022, by and between Tenant and Carter Broadcasting Corporation to acquire the AM radio station operating at 730AM and licensed by the FCC to Chicopee, MA (currently known as WACE(AM)) (“Tenant AM Station”) and, in the event that Tenant consummates the proposed acquisition of the Tenant AM Station (“AM Acquisition”), Tenant desires to relocate Tenant AM Station to the Site in accordance with the terms of this Lease.

WHEREAS, subject to the AM Acquisition, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord: (a) non-exclusive use of the one tower located at on the Land, (“Diplex Tower(s)” or “Towers”) to allow Tenant to diplex its AM radio station operating at 730AM (currently known as WACE(AM)) (“Tenant AM Station”) from the Diplex Towers, and (b) Ground Space for Tenant’s associated equipment shelter, together with rights of ingress and egress over the Land at the locations Landlord is permitted to use for access under the Ground Lease, all on terms and conditions set forth below. The Towers, Ground Space and Land are sometimes collectively referred to as the “Site.”

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

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

- (a) non-exclusive use of the entirety of the Diplex Towers for Tenant to diplex Tenant AM Station’s signal through, including one (1) enclosure for filtering at the base of each of the Towers to facilitate such diplexing; and
- (b) use of the Ground Space designated on Exhibit A hereto for a small shelter/building for Tenant’s equipment to be housed (at Tenant’s sole expense) (“Tenant Building”) and across the Site at mutually agreed upon locations to accommodate Tenant’s transmission lines, ducts and conduits relating to Tenant’s equipment (collectively with the Tenant Building, the “Equipment Space”).

The Equipment Space and tower spaces or shared uses associated with subsections (a) and (b) immediately above, together with rights of access and egress over the Land permitted under the Ground Lease to and from the Ground Space and Towers are collectively referred to herein as the “Leased Premises.”

2. Term.

- (a) The term of this Lease will commence on the earlier of (i) the commencement of any installations at the Site for Tenant AM Station, or (ii) December 31, 2022 (“Commencement Date”) and continue unless sooner terminated as otherwise permitted hereunder (“Initial Term”). This Lease shall automatically renew for [REDACTED] shall automatically renew for [REDACTED] (“Renewal Term”) continuing under the same terms and conditions as set forth herein, unless Tenant gives Landlord written notice of termination at least ninety (90) days before the expiration of then current term of this Lease. The Initial Term together with each Renewal Term, if exercised, are referred to herein as the “Term.”

- (b) Tenant represents and warrants to Landlord that it shall not commence any work on the Site until the AM Acquisition has occurred.

(c) In addition to any other termination rights specifically set forth in this Lease, if the AM Acquisition has not occurred on or before January 1, 2023 or if Tenant has not obtained an FCC construction permit for the Tenant AM Station to operate from the Site on or before January 1, 2023, then Tenant and Landlord shall each have the right to terminate this Lease without any obligations hereunder at any time and for any reason or no reason by providing no less than ten (10) days prior written notice of termination to the other Party. The termination right set forth in this Section 2(c) will become void and not exercisable by either party once Tenant has both consummated the AM Acquisition and the FCC construction permit for the Tenant AM Station to operate from the Site has been granted by the FCC.

(d) In addition to any other termination rights specifically set forth in this Lease and only so long as the Commencement Date has not yet occurred, Tenant shall have the right to terminate this Lease without any obligations hereunder at any time and for any reason or no reason by providing no less than ten (10) days prior written notice of termination to Landlord. This termination shall not be available to Tenant once the Commencement Date has occurred.

(e) In addition to any other termination rights specifically set forth in this Lease, in the event that Landlord determines that the Tower or Site requires modifications or improvements of any kind that are cost-prohibitive (in Landlord's sole discretion) and required in order to continue to operate the Site as a safe and legally compliant communication facility, Landlord may send a notice to Tenant terminating this Lease effective no less than one (1) year thereafter (or such lesser period of time as is necessary in the event that safety is at risk) with no further obligations to Tenant. In the event that Landlord does not elect to terminate this Lease in accordance with the foregoing but performs work or replaces all or part of the Towers and related duplex system ("Tower Work"), Tenant understands that its ability to operate the Tenant's AM Signal from the Site may be significantly disrupted (for which Landlord shall have no obligation nor liability to Tenant notwithstanding anything to the contrary in this Lease) and, if such disruption exceeds 30 days, Tenant's rent will be abated during such period. In the event such Tower Work is expected to cause the Tenant's AM Signal to be unable to operate from the Site for more than 30 days, Tenant will have the one-time right to terminate this Lease by providing written notice of such termination (with an effective date no more than 60 days later) to Landlord within 60 days of the commencement of such Tower Work.

3. Rent, Utilities & Fees

3.1 Tenant's obligation to make payments of Rent (as hereinafter defined) under this Lease shall commence upon the earlier of (a) the date on which commencement of broadcast operations of Tenant AM Station at the Site starts or (b) January 1, 2023 (the "Rent Commencement Date"). Beginning on the Rent Commencement Date, Tenant does hereby covenant and agree to pay Landlord, for the use and occupancy of the Leased Premises the sum of [REDACTED] (the "Rent"), to be paid in U.S. Dollars, in advance, without notice or invoice from Landlord, on the first day of each and every month during the Term hereof. Commencing on the first anniversary of the Rent Commencement Date and each anniversary thereafter during the Term, the Rent will be increased by [REDACTED]

3.2 Tenant will install its own electric meter and directly pay the power company for all of its electrical usage.

3.3 Tenant shall pay, depending on the number of other Landlord-authorized licensees or lessees using the Site (currently there are none), a pro-rata portion of Landlord's out-of-pocket costs for common area maintenance ("CAM") for grounds keeping, tower re-lamping, tower painting and inspections, access road maintenance, tower maintenance and repair; provided, however, that Tenant's share shall (a) never exceed [REDACTED] in any lease year and (b) not include any expenses associated with maintaining, operating or repairing Landlord's building structure. Notwithstanding the foregoing, in no event will CAM include any real property taxes, underlying lease payments nor any expenses incurred by Landlord in connection with the construction of public roadways, sidewalks and other public services, nor will the CAM include any Landlord owned broadcast equipment that is not used as part of the Tenant's duplex operation. CAM will be billed by Landlord to Tenant periodically but in no event less than once per year and in no event retroactive for more than two (2) years. Tenant will pay CAM within 30 days of Tenant's receipt of a detailed invoice that includes verifiable receipts.

3.4 Tenant shall pay 50% of all expenses incurred by Landlord in connection with maintaining or repairing the diplexing system and shared diplexing equipment, connections and wiring (including, without limitation, routine maintenance and testing), which reimbursement will be billed by Landlord to Tenant periodically but in no event less than once per year and in no event retroactive for more than two (2) years. Tenant will pay within 30 days of Tenant's receipt of a detailed invoice that includes verifiable receipts.

4. Use, Access & Maintenance.

4.1. The Leased Premises is to be used for the installation, removal, operation, repair, and maintenance of the Tenant's permitted equipment hereunder and the diplexing operations of Tenant AM Station only and for no other use ("Permitted Use").

4.2. Tenant authorized installation of equipment shall be as detailed in Exhibit B hereto ("Permitted Equipment"). Following the initial installation of the Permitted Equipment, any further replacements, additions or changes to the Permitted Equipment installed on the Tower shall require the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed as long as the proposed changes will not substantially increase the windload effect on the Tower nor affect the then-existing coverage area of the Audacy AM Station and relate only to use by the Tenant AM Station and no other station or entity. Additions to the Permitted Equipment on the Towers shall be subject to a reasonable increase in the Rent.

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

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

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

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

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

4.8. Landlord shall provide Tenant with means for 24-hour-a-day, 7-day-a-week access to the Leased Premises at all times during the Term; provided, however, that only authorized employees, contractors and agents of Tenant or persons under Tenant's direct supervision will be permitted to have access to the Tower and to any building owned by Landlord. In order to maintain the integrity of the operations of Landlord, Tenant and other tenants on the Site, Landlord shall have the

right to restrict certain individuals or companies from Tenant's maintenance services on the Site, provided that such right shall not be unreasonably or illegally exercised. Tenant shall comply with any applicable instructions regarding any site security system. All gates shall remain closed and locked (if applicable) at all times unless entering or exiting the Site. When leaving any structure on the Site, Tenant shall ensure that all doors are locked and the security system (if any) is armed. Tenant shall provide Landlord with access or keys to any of its shelters on Ground Space for use in emergency situations. Landlord may elect, in its sole discretion from time to time, to provide to Tenant a key or code by which Tenant may unlock the Landlord's owned buildings on the Site. If the Landlord building key is lost or code disclosed to any person is not or no longer a Tenant employee, Tenant shall immediately notify Landlord and, if applicable, be responsible for the reasonable expense of retooling the locks and providing new keys or codes for all authorized persons. Tenant will not duplicate any keys to the Landlord buildings.

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

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

4.11. Tenant shall maintain the Leased Premises and the Permitted Equipment in good repair and operating condition, including, without limitation, heating, ventilation and air-conditioning systems (other than those owned by Landlord). In the event that Tenant's Permitted Equipment generates excess heat, Tenant will install its own supplemental HVAC system and, upon installation, any such additional HVAC units shall become a part of Tenant's Leased Premises and such equipment shall remain owned by Tenant and not be considered a fixture to the property; provided, however, that at the end of the Term, Tenant shall remove such HVAC units and repair and restore the Leased Premises with respect to any damage caused by such removal.

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

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

4.14. Tenant understands that, except as otherwise expressly provided in this Lease, its use of the Site is non-exclusive and Landlord reserves the right to lease the Site, Towers, and any portion thereof, to any person or entity (including another broadcast licensee who desires to broadcast its signal from the Towers), and Landlord shall have the right to retain all amounts received therefrom. Notwithstanding the foregoing provision, Landlord shall not exercise such rights in a manner that would allow another tenant to undermine or effectively eliminate the protections Landlord has agreed to afford Tenant pursuant to Sections 4.6 and 4.9 herein. Tenant shall cooperate with Landlord and the other tenants in the use of the

Site so long as such use does not adversely impact Tenant's permitted operations in any manner and does not increase Tenant's costs, expenses, or liability nor decrease Tenant's rights or Landlord's obligations hereunder.

4.15. Tenant may not connect to Landlord's generator or back-up power supply.

5. Master Lease Limitations & Related Termination Rights. The Parties acknowledge and agree that Landlord's rights in the Leased Premises and/or any part of the Site is derived in whole or in part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement ("Ground Lease") and all terms, conditions and covenants contained in this Lease shall be specifically subject to and subordinate to the terms and conditions of such Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this License (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. In the event that the Ground Lease expires or terminates prior to the expiration of the Term for any reason, this Lease shall automatically terminate upon termination of Landlord's right to possession of the Site and Landlord will have no liability to Tenant for such termination whatsoever, regardless of the circumstances; provided, however, that under the terms of the Ground Lease the underlying landowner shall have the right to elect to accept assignment of this sublease in its sole and absolute discretion in the event of any breach, forfeiture, cancellation or other termination of the Ground Lease. Upon Tenant's request, Tenant will provide a copy of the Ground Lease with the economic terms and other terms that Landlord deems reasonably confidential redacted.

6. Site Rules. Tenant agrees to comply with the reasonable rules and regulations established from time to time at the Site by Landlord in its discretion or in accordance with Landlord's obligations under the Ground Lease.

7. Improvements; Installation; Alterations.

7.1 For the avoidance of all doubt, Landlord shall not be required to incur any expense of any kind in connection with the diplexing of the Tenant AM Station and the Audacy AM Station and Tenant shall reimburse Landlord for any of Landlord's reasonable expenses resulting therefrom, including, without limitation, all detuning and pre and post measurements for Landlord's radio station, FCC filings fees, engineering consultant fees and legal fees for work associated with any such FCC filings required as a result of Tenant's work, operations or installations. All work to be performed by or on behalf of Tenant on the Property are subject to Landlord's prior written approval of all of Tenant's plans and specifications. Further, Tenant will purchase and install, at Tenant's sole expense, any equipment reasonably required for Audacy's AM station to be diplexed (including, without limitation, filters housed in waterproof boxes) and, to the extent that any such parts are traditionally owned by the broadcasting station, ownership of any equipment purchased by Tenant but necessary for Audacy AM Station's operations will (after purchase and proper installation by Tenant) will be deemed the property of Landlord. In addition, if requested by Landlord, Tenant shall directly and timely manage, supervise and pay for all work, costs and expenses associated with the relocation (and repairing any damage caused by such relocation or removal) of the Landlord's satellite dish to a pole mounted on Tenant's Building or on a pad mounted on the roof of Tenant's Building or on an alternate location on the ground (as determined by Landlord) ("Landlord Dish"). Landlord must approve the proposed relocation location, method of attachment and contractor in connection with the Landlord Dish in advance and in writing. In no event may Tenant to any work or install any property on the Tower. Tenant shall only be permitted to utilize the existing AM skirt on the Tower, which skirt is owned by and used in conjunction with Landlord's AM station at the Property.

7.2 Prior to the commencement of any initial installation or construction by or on behalf of Tenant and prior any filing by Tenant with the FCC regarding the Site, Tenant shall provide Landlord with a copy of all technical, construction and engineering plans for Landlord's prior review and written approval, which approval will not be unreasonably withheld or conditioned. For the avoidance of doubt, it will be reasonable for Landlord to refuse to approve any such plans if Landlord believes the proposed operating impedance bandwidth of the Audacy AM Station is not as good as or better than prior to any installation by Tenant. In addition to, and not in lieu of, the requirements of this Lease (including, without limitation this Section 7), during the Term of this Lease, Tenant will be obligated to comply (at no cost or expense to Landlord) with the construction and alteration requirements under the Ground Lease, which are attached hereto as Exhibit C.

7.3 Tenant shall have the right, at its expense, to place, maintain, repair and replace Tenant's equipment in the Equipment Space from time to time. The Tenant's equipment will include all equipment used by Tenant for its diplexing. The Tenant's equipment may not be relocated outside the Leased Premises without the prior written consent of Landlord and Tenant. The Tenant's equipment shall remain the exclusive property and responsibility of Tenant and may be removed by Tenant at any time during the Term. Unless otherwise expressly permitted in this Lease, Tenant shall not make or install any additions or alterations on or to the Towers or on the Property outside of the Building without Landlord's prior written consent, to be granted or withheld in its sole discretion.

7.4 Nothing in this Lease shall authorize Tenant to install any equipment or structures at the Site other than expressly permitted under this Lease.

7.5 Tenant acknowledges and agrees that Landlord has the right to alter the Property (including, without limitation, reducing the height of the existing tower by 5-10 feet or replacing or relocating the Tower on the Property) and that Tenant shall not have any recourse against Landlord for any such work and Tenant shall be solely responsible for performing and paying for its own measurements, detuning and/or FCC filings resulting from any such changes that Landlord makes at the Property. Landlord shall have the right to allow other AM stations (its own or third party owned) to diplex, triplex or quadruplex from the Tower or Property but any such additions (other than the Audacy AM Station) shall be at no cost or expense to Tenant and may not cause any RF interference with Tenant's AM Station. Any work or changes undertaken by Landlord pursuant to this Section 7.5 will be performed at no cost or expense to Tenant except as otherwise expressly set forth in this Section 7.5.

7.6 Prior to commencement of any installation or any subsequent alteration of the Tenant Permitted Equipment or if Landlord alters the geometry or electrical configuration of the Towers, and immediately after completion of such installation or alteration, the Party making such installation or alteration shall engage a qualified engineer, whose qualifications shall be reasonably acceptable to the other Party, to conduct any measurements required by the FCC and make any FCC required filings resulting therefrom. Such measurements will be shared with the other Party for purposes of determining what, if any, filings must be made with the FCC. Any such filings, and any Form 302-AM to be filed after installation or alteration will be prepared by the affected Party's consulting engineer. The Party performing such installation or alteration shall be responsible for all reasonable costs and expenses incurred by the affected Party in connection with these filings, including taking reasonably required corrective actions, detuning and making any adjustments as may be necessary to maintain operations within authorized limits, including all reasonable legal expenses and reasonable and customary consulting engineering fees and expenses. The installing or altering Party also will be responsible for other reasonable engineering fees and costs incurred by Landlord (i) during the design phase of the installation, (ii) during the construction period, or (iii) if the installation is abandoned, but only to the extent such engineering fees and expenses are directly related to its installation or alteration. Notwithstanding anything to the contrary herein, where permitted by the FCC, the installing or altering Party may utilize (and the other Party will accept, when reasonable under the circumstances) the moment method rather than a traditional proof of performance measurements with respect to measurements of the AM signals.

7.7 Landlord may inspect and observe any work while in progress or after completion to ascertain whether the work is in accordance with the specifications and requirements of this Lease. Landlord may require Tenant to correct any work not materially performed in accordance with the specifications and requirements of this Lease. However, inspection or observation by Landlord or by its agents of work performed by Tenant or Tenant's Contractor's will not relieve Tenant of full responsibility for the proper performance of the work. Landlord, its agents and its designees (including without limitation building inspectors, fire marshals, and other officials) may inspect the Leased Premises and the Tenant Permitted equipment at any time.

7.8 With respect to any proposed installation by Tenant of any equipment on the Tower, Tenant agrees prior to any commencement of any construction or installation, it will procure and deliver to Landlord an engineering study of the Tower confirming that the Tower has sufficient structural capacity to accommodate any such Permitted Equipment. Such engineering study shall be performed at Tenant's sole cost and expense and shall be conducted by a structural engineer experienced in tower design, licensed in the State in which the Land is located, and acceptable to Landlord. Such

engineering study shall be based on loads for Landlord's and other tenant's existing and planned equipment on the Tower as specified by Landlord. In the event such engineering study discloses that modifications are required to the Tower to accommodate Tenant's Permitted Equipment and Tenant obtains Landlord's express written consent to make such modifications to the Tower and to install or modify such Permitted Equipment then the Tenant may modify the Tower in accordance with work to be performed pursuant to this Lease, all costs regarding any modifications required to the Tower that are agreed upon by the parties will be the sole and direct responsibility of Tenant.

8. **Taxes.** Landlord shall be solely responsible for all real property taxes and any taxes assessed against the tower structures on the Site and on Landlord's personal property. Tenant shall be solely responsible for all taxes directly attributable to personal property and improvements owned by the Tenant at the Site and for any lease or similar tax imposed upon the Rent and fees payable Landlord hereunder. Where possible, Tenant shall cause the Tenant's Equipment or other personal property to be assessed and billed separately from the Site property.

9. **Cooperation.** In the event it is necessary for Tenant, Landlord or any other tenant of Landlord to reduce, limit or temporarily cease use of the Site so that Tenant, Landlord or any other tenant of Landlord may install, maintain, repair, remove or otherwise work upon their broadcast equipment so as to maintain or bring such equipment into compliance with then current OSHA, FCC, IEEE and ANSI standards, including such standards relating to radio frequency radiation, or such other and further health and safety standards imposed by any federal, state or local authority, Landlord and Tenant agree to cooperate (and Landlord agrees to compel compliance by its other tenants) in a commercially reasonable manner with the party seeking to conduct said installation, maintenance, repairs, removal or work. Each party further agrees to temporarily reduce, limit or cease use of its equipment (and Landlord agrees to compel reduction, limitation or cessation by its other tenants); provided said Party takes all reasonable steps to minimize the amount of time the other Party shall so operate and said party shall take all reasonable steps to schedule such installation, maintenance, repairs, removal or work at mutually-convenient times; provided further, however, that except for emergencies, a party may require that such work be performed during off-peak hours (For purposes of this License "off peak hours" shall mean midnight to 5:00am unless otherwise agreed by both parties). Notwithstanding the foregoing, Tenant shall not be entitled to any abatement in Rent or any other amount, other fees or damages for its compliance with this Section 10 so long as such reduction, limitation or cessation is reasonable under the circumstances and does not exceed 12 consecutive hours. Each Party shall be provided reasonable advance notice of any need to reduce, limit or cease its use of its equipment pursuant to this Section 10.

10. **Termination.** This Lease may be terminated as follows (collectively or individually, a "Termination"): (i) by either Party upon a material default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days after receipt of written notice of default (without, however, limiting any other rights or remedies available to the Parties pursuant to any other provisions hereof or at law or equity) or, if not reasonably capable of cure within 30 days, so long as such Party promptly commences and continues to diligently pursue such cure; or (ii) as otherwise expressly provided in this Lease.

11. **Intentionally omitted.**

12. **Environmental Matters.**

12.1. If Tenant, or any subcontractor acting on its behalf, performs a Transaction Screen, Phase I or Phase II audit or survey ("Environmental Audits") at the Site, Tenant shall provide Landlord a duplicate original of such Environmental Audit within thirty (30) days of Tenant's receipt of such Environmental Audit. In the event that Tenant's environmental subsurface, soils, wetlands, engineering or other testing or examinations shall involve any invasive or destructive techniques affecting the condition of all or any part of the Site, Tenant agrees to restore the Site promptly, at its sole expense, to substantially the same physical condition in which it was immediately before such testing or examinations.

12.2. Nothing in this Lease will be construed or interpreted to require that Tenant remediate any Environmental Hazards (hereinafter defined) located at the Site. Tenant's use of any substances constituting Environmental Hazards during the Term must comply with all applicable laws, ordinances and regulations governing such use. During the Term, Tenant shall transport, deliver, store and use such substances in accordance with all applicable environmental laws. The term "Environmental Hazards" means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl

(PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term “**hazardous substances**” shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and any regulations promulgated pursuant thereto. The term “**pollutants**” shall be as defined in the Clean Water Act, and any regulations promulgated pursuant thereto. Additionally, included in the definition of “**Environmental Hazards**” shall be anything defined as a hazardous substance, hazardous material or hazardous waste under the applicable state or local law of the jurisdiction in which the Site is located.

13. Insurance.

13.1 Tenant shall obtain, and at all times thereafter shall maintain, at a minimum, the policies of insurance set forth below and otherwise reasonably acceptable to Landlord. In addition, prior to commencement and upon Landlord’s request at any time, Tenant shall provide Landlord with certificates or other proof of insurance which shall name Landlord and its affiliated companies as an additional insured on policies set forth in Sections 13.1.1, 13.1.3 and 13.1.4 below.

13.1.1 Commercial General Liability Insurance. Commercial General Liability Insurance for bodily injury and property damage, written on an “occurrence” basis and providing for bodily injury and property damage coverage with limits no less than \$2,000,000 aggregate and no less than \$1,000,000 per occurrence.

13.1.2 Workers’ Compensation and Employer’s Liability Insurance. Workers’ Compensation and Employer’s Liability Insurance affording coverage under the workers’ compensation laws of the state in which the Site is located, with Employer’s Liability Insurance having minimum limits of \$1,000,000.00 for injury by accident and \$1,000,000.00 for injury by disease.

13.1.3 Automobile Liability Insurance. Automobile Liability Insurance at no less than \$1,000,000 per occurrence combined single limit for injury or property damage. All owned, leased, non-owned, and hired automobiles used in connection with the activities at the Site shall be covered.

13.1.4 Umbrella Liability Insurance. Umbrella Liability Insurance at not less than a \$3,000,000 limit providing excess coverage over all limits and coverages noted in Sections 13.1.1 and 13.1.3 above. This policy shall be written on an “occurrence” basis.

13.2 Landlord shall, at the Landlord’s sole cost and expense, maintain commercial general liability insurance against claims for personal injury, death or property damage occurring in, upon or about the Site with respect to Landlord’s operations thereon during the Term. The limitation of liability of such insurance shall be not less than Five Million Dollars (\$5,000,000) for bodily injury and property damage, combined single limits for each occurrence.

13.3 Each such policy of insurance shall provide for the waiver of rights of subrogation the insurer may obtain against the other Party.

14. **Tenant’s Contractors.** All contractors and subcontractors (sometimes collectively referred to herein as “Contractor”) of Tenant who shall perform any service for Tenant at the Site shall hold licenses and/or governmental authorizations appropriate to and necessary for the work being performed. All such Contractors shall carry insurance of the type and in the amount provided in Section 13, issued by companies licensed in the states where the services are to be performed with Landlord’s approval not to be unreasonably withheld, conditioned or delayed. In addition, if so requested by Landlord, Contractor shall provide Landlord with certificates or other proof of insurance which shall name Landlord, Tenant and their respective affiliates and all partners, officers, directors, employees, agents and representatives as “additional insureds” on all such policies and such other documentation as Landlord may reasonably request showing Contractor’s compliance with this Section 14.

15. Damage.

15.1. If the Leased Premises are wholly or partially damaged by fire, windstorm or other casualty, this Lease shall remain in full force and effect if Landlord elects to repair the damage to the Leased Premises. If the damage to the

Tower is not the result of any negligent action or inaction of the Tenant and Tenant would be prevented from utilizing the Tower as contemplated herein for a period in excess of sixty (60) days, Tenant may, at its option, terminate this Lease by written advance notice to Landlord. Any such termination shall be effective as of a date thirty (30) days from the date of its notice to Landlord. In making any such repairs, restoration or rehabilitation Landlord shall use its commercially reasonable efforts to minimize the disruption to Tenant's broadcast operations. If any part of the Leased Premises shall be rendered unusable for the Permitted Use by reason of damage by fire or other casualty, the Rent shall abate for such period, unless Landlord provides a comparable temporary location from which Tenant may operate Tenant AM Station in a manner substantially similar to that prior to the damage and without any material diminution of its signal coverage area. Under no circumstances shall Landlord be liable for any financial loss due to business interruption caused by the aforementioned circumstances.

16. Condemnation.

16.1. If during the term of this Lease all or any portion of the Leased Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or shall be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective as of any date chosen by Tenant between the date of the notice of the taking of said Site by the condemning authority and the date such taking becomes operative.

16.2. Notwithstanding the provisions of Section 16.1, if the Leased Premises is not completely taken for any public or quasi-public use as mentioned above, Tenant shall have the right and option to continue this Lease by giving Landlord written notice of continuation within thirty (30) days of such notice of taking. The Rent payable hereunder during the unexpired portion of this Lease shall be adjusted equitably to reflect any diminution in Tenant's signal coverage.

16.3. Irrespective of the form in which recovery may be had by law, all rights to damages or compensation shall belong to Landlord in all cases, except as provided below. Tenant hereby grants to Landlord all of Tenant's rights to such damages and covenants to deliver such further assignments thereof as Landlord may from time to time request. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any eminent domain proceedings a claim for the value of this Lease to Tenant and for its relocation expenses.

17. **Tenant's Obligation to Restore.** Notwithstanding anything in this Lease to the contrary, if in the performance of any work, act or operation, Tenant or Tenant's Contractors disturb the property, equipment, broadcast pattern or services of Landlord or other tenants of the Site, Tenant will restore such property, equipment or broadcast pattern to its former condition including, without limitation, conducting and performing such partial or full proofs of performance as may be required by the FCC, all at Tenant's expense (using, if applicable per Section 8.3 above, the moment method). If Tenant does not promptly restore to its former condition any property, equipment or broadcasting pattern that was disturbed by Tenant's unauthorized actions or failure to act, Landlord may restore such property to its former condition at Tenant's sole expense; and the reasonable amount expended by Landlord pursuant to this Section 17 shall be immediately due and shall be repaid by Tenant upon demand of Landlord (upon presentation of an invoice and verifiable out of pocket receipts). Notwithstanding any provision in this License to the contrary, the provisions of this Section 17 shall survive the termination of the Lease.

18. Indemnification.

18.1. The provisions of this Section 18 shall survive the termination of this Lease with respect to any damage, injury, or death occurring before such Termination. THE FOLLOWING INDEMNITIES SET FORTH IN THIS SECTION 18 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 SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

18.2. Tenant shall indemnify and save harmless Landlord, its affiliated companies and their respective directors, officers, shareholders, successors and assigns from and against any and all claims, actions, damages, liability and expense

in connection with the loss of life, personal injury, and/or damages to property arising from or out of: (i) any occurrence in, upon or on the Site caused by the act or omission of Tenant or its employees, agents, or contractors, except to the extent caused by the gross negligence or willful misconduct of Landlord, its employees, agents, or contractors; or (ii) any occurrence occasioned by the violation of any law, regulation or ordinance by Tenant or its employees, agents, or contractors during the Term hereof. If Landlord is made a party to any litigation commenced by or against Tenant for any of the above reasons, then Tenant shall indemnify and hold Landlord harmless and pay all costs, penalties, charges, damages, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection therewith.

18.3 Landlord shall defend, indemnify and save harmless Tenant, its affiliated companies and their respective directors, officers, shareholders, successors and assigns from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and/or damages to property arising from or out of: (i) any occurrence in, upon or on the Site caused by the act or omission of Landlord or its employees, agents, or contractors, except to the extent caused by the gross negligence or willful misconduct of Tenant, its employees, agents, or contractors; or (ii) any occurrence occasioned by the violation of any law, regulation or ordinance by Landlord or its employees, agents, or contractors. If Tenant is made a party to any litigation commenced by or against Landlord for any of the above reasons, then Landlord shall indemnify and hold Tenant harmless and pay all costs, penalties, charges, damages, expenses and reasonable attorneys' fees incurred or paid by Tenant in connection therewith.

19. **Removal of Tenant's Equipment.** Upon expiration or termination hereof, Tenant shall have and is hereby granted the right to, and upon termination of this Lease, Landlord shall have the right to direct Tenant to, dismantle, disconnect and remove, at Tenant's sole expense, any and all equipment owned by Tenant which may be installed in or connected to the Tower, Ground Space, Site or Leased Premises; provided, however, that (a) Tenant shall take no such action that will disrupt or otherwise affect the signal of Landlord's AM Stations without the prior consent of Landlord (in its sole discretion) and (b) at Landlord's election, Tenant shall either leave the Tenant's Building and ownership shall transfer to Landlord at end of Term or Tenant shall pay for all costs and expenses associated with reinstalling Landlord's satellite dish back on the ground (including the cost of repairing any damage caused) prior to the end of the Term. If such permitted disruption occurs, Tenant shall be responsible for all costs and expenses necessary to restore the signal of Landlord's AM Stations to its strength and coverage prior to commencement of removal of Tenant's equipment. Any tuning hut shall remain on the Site and become the property of Landlord. If, upon termination of this Lease, Tenant shall not have commenced removal of Tenant's equipment within thirty (30) days from and after receipt of a direction from Landlord to do so, such equipment and property shall be considered abandoned. Tenant shall pay all expenses incurred by Landlord in effecting any removal of such equipment and all expenses incurred in restoring the signal of Landlord's AM Stations to its strength and coverage prior to commencement of removal of Tenant's equipment. Payment shall be made within thirty (30) days of receipt of a detailed invoice therefor.

20. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses (or such other address that the parties shall notify the other of in writing from time to time):

If to Landlord, to: Audacy Massachusetts, LLC
73 Leo Birmingham Parkway
Boston, MA 02135
Attn: General Manager

With a copy to:

Audacy Massachusetts, LLC
2400 Market Street, 4th Floor
Philadelphia, PA 19102
Attn: Real Estate - Springfield

If to Tenant, to:

HOLY FAMILY COMMUNICATIONS
6325 Sheridan Drive
Williamsville, NY 14221
Attn: James N. Wright

with a copy to:

Stuart W. Nolan, Jr., Esq.
LegalWorks Apostolate, PLLC
4 Family Life Lane
Front Royal, VA 22630

21. Title and Quiet Enjoyment. Landlord warrants that it has full right, power, and authority to execute this Lease and that notice to or consent from any third party is not required in connection with this Lease. Landlord further warrants that Tenant, upon payment of the Rent or any other amounts due hereunder, and performance of the covenants hereunder, shall have the quiet enjoyment of the Leased Premises subject to the terms and conditions of this Lease.

22. Assignment and Subletting. This Lease shall not, without Landlord's prior written consent, be assigned or sublet by Tenant, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing and so long as Tenant is not then in default, Tenant may assign this Lease as a whole without Landlord's prior consent to: (i) any corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; (ii) any corporation or other entity resulting from the merger or consolidation of Tenant; (iii) any corporation, partnership or other entity, or person which acquires all or substantially all of the assets of Tenant and (iv) any corporation or other entity which acquires the FCC license of Tenant AM Station or operates Tenant AM Station pursuant to a time brokerage agreement filed with the FCC. **Notwithstanding the foregoing, in no event may Tenant assign this Lease without the prior written consent of the Landlord (which Landlord may grant or withhold in its sole discretion) prior to the later of (a) the Rent Commencement Date and (b) the date upon which all of the initial work associated with Tenant's initial installation is completed such that both the Tenant AM Station and the Audacy AM Station have been confirmed by Landlord's engineers to be operating at full authorized power without interference or other degradation of operation.**

23. Estoppel Certificates. If a third party requests an estoppel certificate from Landlord or Tenant, the other Party shall, within ten (10) business days after delivery of such notice, execute, acknowledge and deliver to the other Party a certificate certifying, to the extent true: (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification, (b) the date, if any, to which Rent and other sums payable under this Lease have been paid, (c) that no notice has been received of any default by the receiving Party which has not been cured, or, if such a default has not been cured, what such Party intends to do in order to effect the cure, and when it will do so, (e) that such Party has no known claim or offset against the other Party, or, if it does, the nature of such claim or offset, and (f) such other matters as may be reasonably required by the other Party. The foregoing notwithstanding, no such certificate shall require any waiver or modification of any of the terms of this Lease. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any mortgage on the Site or any portion thereof.

24. Recordation of Memorandum. At either Party's request and expense, each party agrees to execute a memorandum of agreement of this Lease in a form acceptable to both parties and either Party may file and record such Memorandum in any appropriate governmental office so long as not prohibited by the Ground Lease.

25. General Provisions.

25.1. This Lease contains all of the agreements of the parties hereto with respect to matters covered or mentioned

in this Lease and no prior agreement, letters, representations, warranties, promises or understandings pertaining to any such matters shall be effective for any such purpose. This Lease may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest. All parties acknowledge and agree that they have been represented by counsel and that each of the parties has participated in the drafting of this Lease.

25.2. This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflicts of laws rules.

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

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

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

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

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

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

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

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

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

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

LANDLORD:

AUDACY MASSACHUSETTS, LLC

By:



Name: Carmela Masi
Vice President

Title:

TENANT:

HOLY FAMILY COMMUNICATIONS
d/b/a STATION OF THE CROSS RADIO NETWORK

By:

James M. Wright

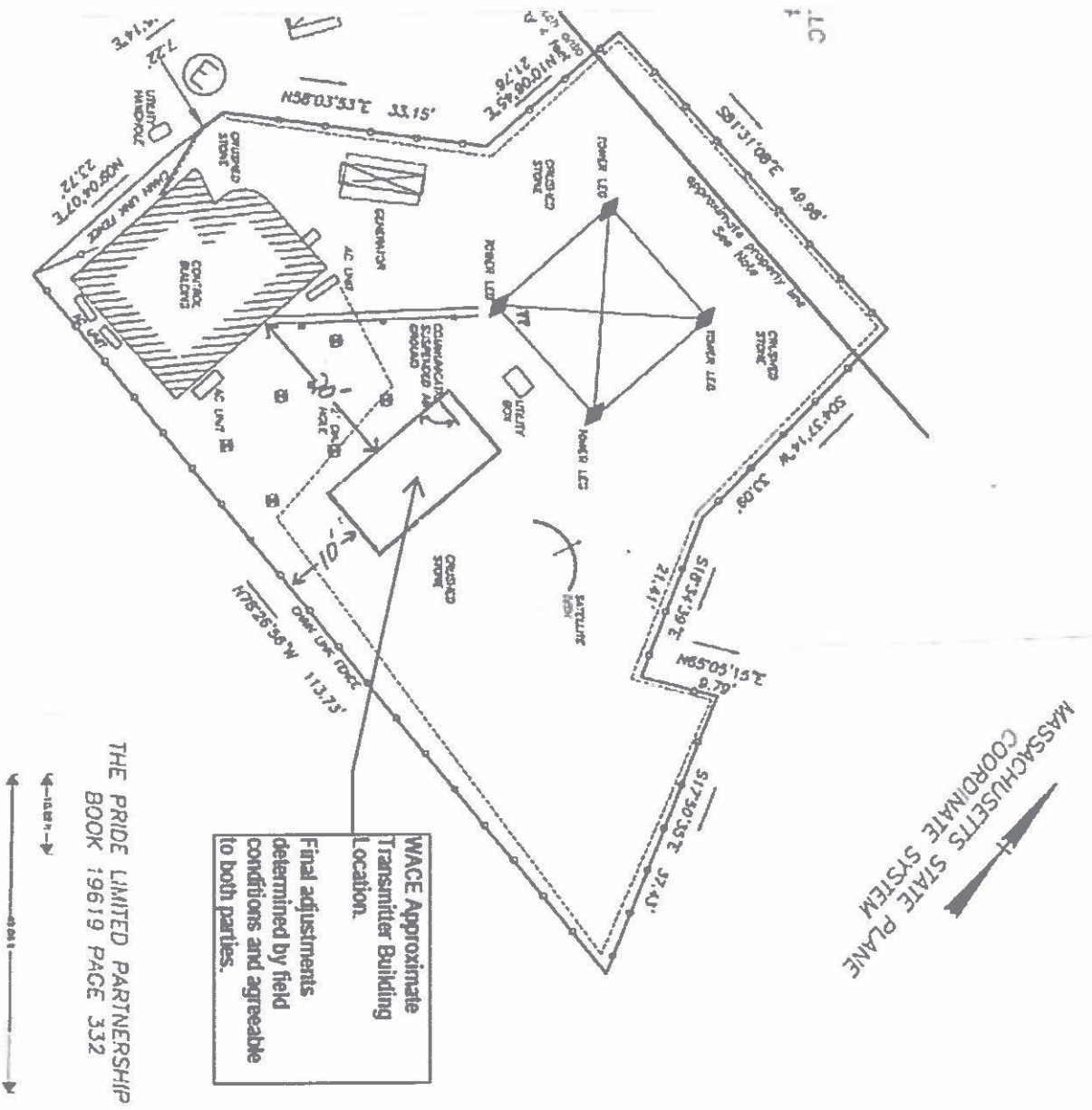
Name:

James N. Wright

Title:

President

EXHIBIT A
DESCRIPTION OF GROUND SPACE
FOR TENANT'S EQUIPMENT



MASSACHUSETTS STATE PLANE
 COORDINATE SYSTEM

**WACE Approximate
 Transmitter Building
 Location.**
 Final adjustments
 determined by field
 conditions and agreeable
 to both parties.

THE PRIDE LIMITED PARTNERSHIP
 BOOK 19619 PAGE 332



SCALE: 1" = 10'

EXHIBIT B

PERMITTED EQUIPMENT

Interior Equipment List

1. Main/Aux transmitters
2. RF switching panel for 730 KHz Main/Aux transmitters
3. Equipment rack with Audio/Remote control/Misc.
4. Pre-fab shelter will have electrical and HVAC installed.

Exterior Equipment / Cables

1. Weatherproof diplexer cabinet with matching network for 730 KHz, pass reject filtering for both 730 KHz and 1450 KHz. At tower base next to existing 1450 KHz ATU.
2. 7/8" feed line will extend from shelter to diplexer cabinet.

EXHIBIT C

GROUND LEASE CONSTRUCTION REQUIREMENTS

10. Alterations.

10.1 The Tenant may make any alterations, rebuilding, replacement, changes, additions and improvements to the demised premises and to the building thereon, provided that:

- (a) the same shall be performed in a workmanlike manner;
- (b) if the issuance of a building permit is required or an expenditure in excess of \$25,000.00 is required, then the plans and specifications for said structure shall first be approved in writing by the Landlord, which approval the Landlord shall not unreasonably withhold.
- (c) before commencement of any such work said plans and specifications shall be filed with and approved by all municipal and other governmental departments or authorities having jurisdiction thereof, if required by law, and all work shall be done subject to and in accordance with the requirements of law and local regulations;
- (d) the Tenant shall pay the increased premium, if any, charged by the insurance companies carrying insurance policies on said demised premises, as necessary to cover the additional risk during the course of such work;
- (e) the Tenant shall certify in writing to the Landlord the nature of the construction or alterations to be made, as well as the cost thereof as estimated by the Tenant. If such estimated cost exceeds Twenty Five Thousand Dollars, then before proceeding to make such alteration, furnish to the Landlord a surety company bond providing for the payment and completion of such construction or alteration in accordance with such plans and specifications.
- (f) the Tenant shall provide Landlord with a lien waiver or lien release from all contractors or subcontractors performing such work within ten days after completion of the work.