

## **LOCAL MARKETING AGREEMENT**

This Local Marketing Agreement (the "LMA") dated as of October 10, 2017 (the "Effective Date"), is entered into by and between MMMRC, LLC, a Wisconsin limited liability company ("Licensee") and holder of the Federal Communications Commission licenses ("FCC Licenses") for commercial television station WZMQ, Marquette, MI (Fac. Id. 81448) (the "Station"), and WZMQ, LLC, a Pennsylvania limited liability company ("Broker").

WHEREAS, Licensee and Broker have separately entered into an Asset Purchase Agreement ("APA") with Licensee whereby Broker will acquire the Station from Licensee after FCC approval, and until the closing thereof, Licensee wishes to contract with Broker to provide programming on the Station pursuant to the terms and conditions set forth herein, and in accordance with the rules, regulations and policies of the FCC; and

WHEREAS, Licensee requires programming for the Station, and desires to obtain such programming through this LMA.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

### **WITNESSETH:**

#### **1. Local Marketing Agreement.**

1.1 **Program Time:** Licensee agrees to make the broadcasting transmission facilities of the Station, including without limitation all digital multicast channel capacity (collectively, the "Station Facilities"), available to Broker commencing at 12:01 a.m. on October 11, 2017 (the "Commencement Date"), for the broadcast of Broker's programs (the "Programs") twenty-four hours a day, seven days a week, except as otherwise provided herein. The Programs shall follow an entertainment format, which may include any lawful content, including without limitation, music, sports, news, public service, promotions, contests, and advertisements. Broker may use and originate the Programs from Licensee's studios and shall be solely responsible for the cost and expense of obtaining the Programs. Licensee may, but shall not be required to, utilize and include in its Programs any programming currently airing on the station pursuant to certain Licensee affiliation agreements. Broker may sell program time and advertising on the Station, and shall be entitled to retain all advertising, programming revenues or other revenues generated by (i) Broker's program time and advertising, and, (ii) subject to the payment by Broker to Licensee of the amounts due on Schedule A, advertising and program time sold by Licensee prior to the Commencement Date but aired on the Station during the Term. Except as otherwise provided in this LMA, Broker shall not be responsible for any liabilities of Licensee arising prior to or during the LMA. Notwithstanding the programming right granted to Broker herein, Licensee may set aside up to two hours per broadcast week on the Station at a mutually agreed time for the broadcast of programming produced and/or selected by Licensee.

1.2 **FCC Licenses.** The Station operates in accordance with, and Licensee's obligation to make the Station Facilities available to Broker extends to and includes the Station

transmissions under authority of and in accordance with the parameters specified in, the FCC Licenses, including without limitation BLCDT-20100928AJX. Throughout the term of this LMA, Licensee shall (i) maintain the validity of the FCC Licenses, including without limitation timely filing, prosecuting and obtaining required renewals of same, (ii) make the Station and all related equipment available to Broker for operation with the maximum authorized facilities, and (iii) remain qualified in all respects to be FCC licensee of the Station.

2. Payments. During the Term, Broker hereby agrees to pay the amounts set forth in *Schedule A* attached hereto. Payment for any partial period during the Term shall be calculated on a pro-rata basis using the number of days in the applicable partial period.

3. Term; Termination. The term of this LMA shall begin on the Commencement Date and continue until the Closing of the APA unless extended in writing by Licensee and Broker or earlier terminated pursuant to its terms (the "Term"). This LMA may be earlier terminated (a) if it is declared invalid or illegal in whole or substantial part by a final order or decree of an administrative agency or court of competent jurisdiction and the parties are unable, after negotiation in good faith, to modify this LMA to comply with applicable law, (b) by the mutual consent of both parties, (c) if there is a change in FCC rules, policies or precedent that would cause this LMA to be in violation thereof and the parties are unable, after negotiating in good faith, to modify this LMA to comply with the change in FCC rules, policies or precedent, and (d) as otherwise set forth herein. In the event of any termination, all amounts accrued or payable by Broker to Licensee up to the date of termination or expiration which have not been paid shall immediately become due and payable.

4. Programs. Broker shall furnish or cause to be furnished the artistic personnel and material for the Programs provided pursuant to this LMA, and each Program shall be rendered and delivered suitable and ready for broadcast in a manner satisfactory to Licensee. At the request of Licensee, Broker shall provide complete copies of the program schedule. Broker agrees that each Program shall be broadcast in conformity with the regulations and restrictions set forth on **Attachment I** hereto, which are an integral part of this LMA. Licensee reserves the right to refuse to broadcast any Program which does not, in Licensee's sole opinion determined in good faith, serve the public interest. If, in Licensee's sole opinion determined in good faith, the programs to be broadcast by Broker fail to conform to the regulations and restrictions set forth on **Attachment I** hereto, Licensee shall have the right, without prejudice to any other rights it may also have, to (i) furnish and/or substitute programming prepared by Licensee; or (ii) edit the programming furnished by Broker; or (iii) refuse to furnish transmission facilities to Broker for the broadcast of said programs. In all such cases, however, Licensee will endeavor to notify Broker of any changes or substitutions in advance of the broadcast and of its reasons for concluding that the Program does not conform to the regulations and restrictions set forth on **Attachment I** hereto.

5. Foreign Language Programs. In the event that any Programs or parts or portions thereof contain, or are broadcast in, any languages other than English, Licensee shall have the right to retain, at Broker's expense, one or more interpreters, as circumstances may require, who are fluent in English. The interpreter(s) shall monitor the Programs or parts or portions thereof,

which contain the foreign language and, at the request of Licensee shall provide Licensee, as Licensee may request, either accurate digests or transcripts of the Programs or parts or portions thereof that contain the foreign languages.

6. Responsibility for Employees and Expenses.

6.1 Broker: Broker shall employ and be responsible for the salaries, taxes, insurance, benefits and related costs for all personnel used in the production and delivery of the Programs and the sale of broadcast time or advertising related thereto. Broker shall pay all costs of delivering the Programs to the Station Facilities.

6.2 Licensee: Licensee shall be responsible for employment of two full-time employees adequate to operate and manage the Station Facilities at all times, including the capacity to broadcast any program Licensee originates and to perform routine or emergency engineering functions ("Station Personnel"). Licensee shall be responsible for compliance with FCC rules, regulations and policies during the Term. Subject to reimbursement pursuant to *Schedule A* hereto, Licensee will be responsible for the salaries, taxes, insurance, benefits and related costs of the Station Personnel, and any operating expenses of the Station. Whenever on the Station premises, all personnel, whether employed by Licensee or Broker, shall be subject to the supervision and the direction of Licensee.

7. Operation of Station.

7.1 Facilities/Technical Matters: Subject to reimbursement pursuant to *Schedule A* hereto, Licensee shall be responsible for the maintenance and operation of the Station transmission systems and all real property associated therewith. Licensee shall make the Station transmitter and other broadcast equipment, transmitter building and tower reasonably available to Broker, at no additional charge, for placement of any equipment Broker reasonably deems necessary to allow it to broadcast the Programs on the Station. Upon receipt of the Programs at the Station's transmitter facility, Licensee shall transmit the Programs on the Station's digital channels over-the-air via the Station transmitter, at the parameters authorized in the Station's current FCC Licenses, pursuant to the ATSC Program and System Information Protocol ("PSIP") Standard A/65C. The broadcasts of the Programs shall be in at least standard definition digital quality. If high definition equipment is available at the Station, Broker shall have the right to designate certain of the Programs, or certain channels, for high definition transmission. If no high definition equipment is available at the Station, Broker shall have the right, at its sole costs and expense, to purchase and install such equipment, retaining ownership thereof and a right to remove such equipment upon termination of this LMA. Broker shall be responsible for the costs associated with and the insertion of all required PSIP information (including channel numbers and program guides), the cost of properly encoding each digital channel used, and any other costs associated with transmitting the Programs to the Station's transmission facilities.

7.2 Cable & Satellite Carriage. The Station is assigned by Nielsen to the

Marquette, MI Designated Market Area ("DMA"), and any change thereof during the Term shall entitle Broker to terminate this LMA. The Programs on the Station's main digital channel shall be carried on any cable system, satellite service or other multi-channel video-programming distributor ("MVPD") in the DMA against which Licensee has elected mandatory carriage rights. Nothing in this LMA shall require Licensee to negotiate or authorize carriage of the Programs on the Station's additional digital channels or capacity. Broker may negotiate and, subject to Licensee's prior consent, enter into any MVPD carriage agreement for the additional digital channels, provided that such agreement does not adversely affect Licensee's main channel carriage rights with such MVPD, and provided further that Broker provide an executed copy to Licensee and ensure that such agreement contains terms that cause it to automatically terminate upon the expiration of this LMA, without any required notice by any party, and requires the MVPD to indemnify, defend and hold harmless Licensee for any claim, damage, fees, or other obligations arising under such agreement. Broker and Licensee shall cooperate in making mandatory carriage elections no later than October 1, 2017 in accordance with Section 10.4 of the APA. Broker shall retain the right, in its sole discretion, to terminate this LMA in the event of a material change in the carriage rights of the Station, to include, without limitation, the loss or waiver of any carriage rights with respect to any MVPD. Licensee represents and warrants that it has not waived carriage as of the date hereof, and will not waive carriage during the Term hereof, against any MVPD.

**7.3 Licensee Regulatory Responsibility:** Licensee shall be responsible for the Station compliance with all applicable provisions of the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC, including all technical regulations governing operation of the Station. Licensee shall maintain all licenses, permits, and other authorizations as are necessary for the operation of the Station in full force and effect during the Term, unimpaired by any acts or omissions of Licensee.

**7.4 Licensee Control:** Notwithstanding anything to the contrary in this LMA, Licensee certifies that under this LMA it will maintain ultimate control over the Station Facilities, including control over Station finances, personnel and programming. Licensee shall have full authority and power over the operation of the Station during the term of this LMA. Licensee shall retain control in its absolute discretion over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to preempt any Programs in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of Michigan, and the rules, regulations, and policies of the FCC, including the prohibition of unauthorized transfer of control.

**7.5 Programming:** During the term of this LMA, Licensee will be solely responsible for ascertaining issues of community importance for the Station, addressing such issues through its own programming or the Programs supplied by Broker, and preparing the quarterly listings of significant community issues and responsive programming. Licensee will also be solely responsible for maintaining the Station logs and political and public inspection files, for receiving and responding to telephone inquiries related to Station operations and for

filing all necessary reports with the FCC. Broker, pursuant to the direction of the Licensee, shall insert proper station identification announcements and Emergency Alert System announcements and tests into Broker's Programs at such times as required by the FCC's rules. Broker shall, subject to the ultimate supervision of Licensee, deliver to the Station, such records and information about the Programs required by the FCC to be placed in the public inspection files of the Station, including without limitation descriptions of programs addressing issues facing the communities served by the Station, and those pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules. Licensee shall have ultimate responsibility for ensuring compliance with the rules, regulations and policies of the FCC, as announced from time to time, including those with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates to "equal opportunities," "lowest unit charge" and reasonable access). Broker shall include in the Programs a sufficient number of programs to satisfy the Station's FCC obligations to air educational and informational programming for children, and supply program descriptions and details necessary for Licensee to complete and file quarterly Children's Television Programming reports with the FCC. In addition, in any of the Programs that are targeted to children twelve (12) years and younger shall comply with the FCC limitations on commercial matter in such programs, and Broker shall provide Licensee with required certifications of compliance as necessary for Licensee to complete any required FCC certification actions. The Programs will also comply with the Station's obligations under the FCC's closed captioning rules. Licensee does not by this LMA or otherwise acquire any right, title or interest in or to any of the Programs. All such rights shall remain with and be held by Broker or other owners of the Programs.

7.6 Post-Auction Repack. Licensee represents and warrants that it has been notified in writing by the FCC that it will not be required to change channels as part of the post-television spectrum auction repack of television channels. Should Licensee receive any notice regarding interference to the Station resulting from technical changes to other television stations, or be advised of any possible temporary interruption of service to accommodate co-located stations on Station's tower, Licensee shall promptly notify Broker.

8. Special Events. Licensee reserves the right in its discretion, and without liability, to preempt one or more of the broadcasts of the Programs and to use part or all of the time contracted for herein by Broker for broadcasts of special events of importance. In all such cases, Licensee will use its best efforts to give Broker reasonable notice of its intention to preempt such broadcast or broadcasts.

9. Condition of Broadcast Equipment. In conjunction and coordination with Broker, Licensee shall maintain all equipment necessary for broadcasting by the Station at Licensee's expense in operating condition and in compliance in all material respects with the applicable rules and regulations of the FCC.

10. Force Majeure. Any failure or impairment of facilities or any delay or interruption in broadcasting the Programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof or force majeure or due to

causes beyond the control of Licensee, shall not constitute a breach of this LMA and Licensee will not be liable to Broker with respect to facilities that failed or were impaired or not furnished.

11. Payola/Sponsorship Identification. Broker agrees that neither Broker nor its employees will accept any compensation or any kind of gift or gratuity of any kind whatsoever, regardless of its value or form including, but not limited to a commission, discount, bonus, materials, supplies or other merchandise, services, or labor, whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements.

12. Compliance with Law. The parties agree that throughout the term of this LMA each party will comply with all laws and regulations applicable in the conduct of Licensee's business, or otherwise use its best efforts to immediately come into compliance with such laws and regulations.

13. Insurance.

(a) Broker. Broker will obtain and maintain throughout the term of this LMA insurance with responsible and reputable insurance companies or associations covering all risks associated with the broadcast of the Programs to the public and use by Broker of the Station Facilities, (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims for personal injury or death or property damage, insurance for claims for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the Programs furnished by Broker, and such other insurance as may be required by law) and in such amounts and on such terms as is conventionally carried by broadcasters operating television stations with facilities comparable to those of the Station. With respect to such insurance, Broker shall provide Licensee with a certificate of insurance listing Licensee as an additional insured thereon. Any insurance proceeds received by Licensee in respect of property damaged by Broker will be used to repair or replace such property so that the operation of the Station conforms to this LMA.

(b) Licensee. Licensee shall maintain full replacement value insurance with respect to the Station's technical equipment and in the event of any loss or damage to such property, Owner shall use the proceeds of any applicable insurance policies to replace, restore, or repair the lost or damaged property as promptly as practicable in a manner such that the continued operation of the Station will conform to this LMA.

14. Indemnification; Warranty. To the extent not covered by Broker's insurance policies, Broker will indemnify and hold Licensee harmless against liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the Programs furnished by Broker, or failure to furnish records or information required to be supplied by Broker under Section 7.4 above. Further, Broker warrants that the broadcasting

of the Programs will not violate any rights of others and Broker agrees to hold Licensee harmless from any and all claims, damages, liability, costs and expenses, including attorney fees, arising from the production and/or broadcasting of the Programs or for failure of Broker to discharge any obligations arising under this LMA. Licensee reserves the right to refuse to broadcast any and all Programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third party claims to be violative of any right of theirs. To the extent not covered by Licensee's insurance, Licensee will indemnify and hold Broker harmless against any and all claims, damages, liability, costs, and expenses, including attorney fees, arising from advertising or programs sold by Licensee but aired on the Station after the Effective Date, or arising from Licensee's failure to fulfill any of its obligations under this LMA. The parties' obligation to hold each other harmless against the liabilities specified above shall survive any termination of this LMA.

15. Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default under this LMA:

15.1 Non-Payment. Broker's failure to timely pay the consideration provided for in Section 2 and *Schedule A* hereof.

15.2 Default in Covenants. Broker's or Licensee's default in the observance or performance of any material covenant, condition, or agreement contained herein.

15.3 Breach of Representation. Any breach of a material representation or warranty herein made by either party, or in any certificate or document furnished to the other party pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

15.4 Cure Periods. An Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured, would constitute an Event of Default and specifying the actions necessary to cure within such period. Except for default due to nonpayment of consideration by Broker, this period shall be extended by the non-defaulting party for a reasonable period (not exceeding 30 days) if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the non-defaulting party.

15.5 Termination Upon Default. In the event of the occurrence of an Event of Default, if Broker is the defaulting party, Licensee shall be under no further obligation to make available to Broker any further broadcast time or broadcast transmission facilities and may terminate this LMA, and all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable.

16. No Joint Venture. The parties hereto expressly agree that the relationship between them hereunder is that of two principals dealing with each other as independent contractors subject to the terms and conditions of this LMA. At no time, past, present or future, shall the relationship of the parties herein be deemed or intended to constitute an agency,

partnership, joint venture, or a collaboration for the purpose of sharing any profits or ownership in common. Neither party shall have the right, power or authority at any time to act on behalf of, or represent, the other party, but each party hereto shall be separately and entirely liable for its own debts in all respects, except as expressly set forth herein. Except as expressly permitted herein, Broker shall at no time link or associate itself with, or represent itself to be, the licensee or owner of the Station. Broker shall have no right or license to use Licensee's or its affiliates names, trademarks, copyrights, brands, or any Licensee intellectual property in association with the Programs or its business activities. Broker may use the Station's call letters to identify the Programs broadcast outlet to third parties, and for purposes of identifying the Station in accordance with FCC regulations.

17. Representations. Licensee and Broker represent and warrant as follows:

(a) each is legally qualified, empowered, and able to enter into this LMA, and that each has had the benefit of advice of counsel with respect thereto;

(b) in accordance with Section 73.3555(j) of the FCC's rules, Licensee certifies that it maintains ultimate control over the Station facilities, including specifically control over Station finances, personnel and programming; and

(c) the entering into of this LMA does not violate the FCC's multiple ownership rules, and the LMA complies with the provisions of paragraphs (b), (c), and (d) of Section 73.3555 of the Commission's rules.

18. Modification and Waiver. No alteration, modification, change, or waiver of any provision of this LMA shall in any event be effected unless the same shall be in writing and executed by both parties, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

19. No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Broker in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Broker herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

20. Station Call Letters. Unless required by law or final action of a court, agency or other governmental authority to cease using the Station current call letters, Licensee agrees to maintain such call letters during the Term. At any time during the Term, Licensee agrees, upon request from Broker, to consider changing the call letters of the Station and in connection therewith to consider suggestions for new call letters from Broker. Licensee shall have absolute control and discretion over whether to change the Station call letters based on Broker's request. Broker agrees to be responsible for all costs and expenses of Licensee in applying for and obtaining new call letters requested by Broker.



21. Construction. This LMA shall be construed in accordance with the laws of the State of Michigan, without giving effect to the conflict of law provisions thereof, and the obligations of Licensee hereunder are subject to the terms of the FCC Licenses held by Licensee and to all federal, state, county, or municipal laws or regulations now or hereafter in force and to the regulations of all commissions, including the FCC or other governmental bodies or authorities presently or hereafter to be constituted.

22. Headings. The headings of the provisions for this LMA are included for convenience only, and no such heading shall in any way alter the meaning of any provision.

23. Counterpart Signature. This LMA may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto; notwithstanding that the parties are not signatory to the original or the same counterpart. This LMA shall be binding when the executed counterparts are exchanged by the parties.

24. Notice. Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or mailed by certified mail (postage prepaid, with return receipt requested) or by Federal Express or other overnight courier, and addressed as follows:

If to Licensee:           MMMRC, LLC  
2080 Profit Place  
De Pere, WI 54115

With a Copy to:

If to Broker:           WZMQ, LLC.  
Attn: Kevin Lilly  
3514 State Street  
Erie, PA 16508

With a Copy to:       Joseph C. Chautin, III, Esq.  
Hardy, Carey, Chautin & Balkin, LLP  
1080 W. Causeway Approach  
Mandeville, LA 70471

25. Alternate Addresses. Notice, as provided by this Section, may be given to any other person or party, as any party hereto may in the future designate in writing, upon due notice to the other party.

26. Date of Notice, Action. The date of such notification or communication shall be deemed to be (a) if personally delivered, the date of delivery, (b), if sent via certified mail, three business days after the date of mailing and (c) if sent via Federal Express or other overnight courier service, on the date of delivery. For purposes of this LMA, the term "business day" means each day other than a Saturday, Sunday, a federal legal holiday or legal holiday by law in Michigan. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on other than a business day, the last day for such notification, communication or action shall be extended to the first date thereafter which is a business day.

27. Entire Agreement. This LMA embodies the entire understanding between the parties and there are no other representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof.

28. Severability. The event that any of the provisions contained in this LMA become or are held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this LMA shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

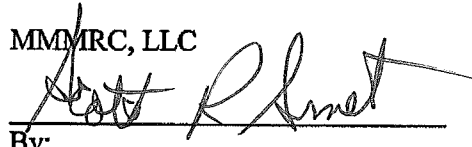
29. Assignment. Neither Party may assign this LMA without the prior written consent of other. No assignment shall relieve any Party of any liability under this LMA. The terms of this LMA shall bind and inure to the benefit of the parties' respective successors and assigns. Nothing in this LMA expressed or implied is intended to give any rights to any person or entity other than the parties hereto and their successors and assigns.

30. Nondiscrimination. Broker hereby certifies consistent with Paragraphs 49 and 50 of FCC Report and Order in MB Docket No. 07-294 et al, FCC No. FCC 07-217 and with the related FCC Third Erratum, FCC No. 10-49, that Broker shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Broker shall include a clause to such effect in all contracts for advertising on the Station and upon request, shall provide Licensee with written confirmation of compliance with such requirement.

[SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this LMA as of the date first above written.

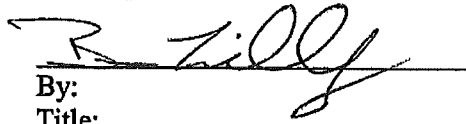
MMMRC, LLC

A handwritten signature in cursive script, appearing to read "Matt R. Hmet", is written over a horizontal line.

By:

Title:

WZMQ, LLC

A handwritten signature in cursive script, appearing to read "R. Hill", is written over a horizontal line.

By:

Title:

## **ATTACHMENT I**

### **PROGRAMMING REGULATIONS AND RESTRICTIONS**

Broker agrees to cooperate with Licensee in the broadcasting of programs of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programs.

I. **Respectful of Faiths.** The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

II. **Controversial Issues.** Any advertisement on an issue of national importance shall comply with current FCC rules and policies.

III. **Donation Solicitation.** Requests for donations in the form of a specific amount, for example, \$1.00 or \$5.00, shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the program broadcast or a church or ministry are permitted.

IV. **No Vending of Miracles.** Any exhortation to listeners to bring money to a church service is prohibited if the exhortation, affair, or service contains any suggestion that miracles, cures, or prosperity will result. This shall not preclude advertisements for legally authorized church or other non-profit bingos if permitted by FCC rules and regulations.

V. **No Plugola or Payola.** The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor with proper Sponsorship Identification, is prohibited.

VI. **No Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

VII. **Election Procedures.** At least ninety (90) days before the start of any primary or regular election campaign, Broker will clear with Licensee's General Manager the rates Broker will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and station policy.

VIII. **Required Announcements.** Under Licensee's ultimate supervision, Broker shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station and (ii) any other announcements that may be required by law, regulation or Station policy.

VIX. **No Illegal Announcements.** No announcements or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.

X. **Licensee Discretion Paramount.** In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Commissions, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the station which is in conflict with Station policy or which in Licensee's sole judgment would not serve the public interest.

XI. **Programming Prohibitions.** Broker shall not broadcast any of the following programs or announcements:

A. **False Claims.** False or unwarranted claims for any product or service.

B. **Unfair Imitation.** Infringements of another advertiser's rights through plagiarism or illegal imitation of program copy, or any other unfair competition.

C. **Obscenity/Indecency/Profanity.** Any program or announcement that is slanderous, obscene, profane, indecent or vulgar, either in theme or in treatment.

D. **Conflict Advertising.** Any advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interests of the public, or honest advertising and reputable business in general.

E. **Commercial Disparagement.** Any unfair disparagement of competitors or competitive goods.

Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

In any case where questions of policy or interpretation arise, Broker should submit the same to Licensee for decision before making any commitments in connection therewith.

## **SCHEDULE A**

### **REIMBURSEMENT OF LICENSEE COSTS**

Each month during the Term, Broker shall pay Licensee an amount equal to the monthly expenses of Licensee incurred in and necessary for the maintenance and operation of the Station during that period (the "Monthly Fee"). The first Monthly Fee shall be due no later than thirty (30) days after the Commencement Date, and subsequent Monthly Fees shall be due thereafter in thirty (30) day increments. The Monthly Fee shall include reimbursement, on an accrual, not cash basis, for the following expenses:

1. Utilities including electricity, heating, water, internet/phone;
2. Maintenance and repair of the Station equipment;
3. Transmitter site, tower space or studio rent, and any associated operating costs;
4. Insurance as required by Section 13(b) of the LMA;
5. The reasonable salaries, benefits and related expenses for the employment of the Station Personnel;
6. FCC Regulatory Fees and other governmental fees; and
7. Music licensing fees paid by Licensee for the Station.

It is not intended that the Monthly Fee will reimburse Licensee for the following expenses incurred by Licensee:

1. Licensee's own corporate income or similar tax obligations, such as gross receipts taxes or franchise taxes; or
2. Real estate taxes and personal property taxes for the Station property; or
3. Repair or replacement of any equipment for which insurance coverage is applicable and paid; or
4. Premiums for the insurance that Licensee elects to carry over and above the insurance coverage provided by Broker pursuant to Section 13 of the LMA.