

SECOND AMENDMENT TO LOCAL MARKETING AGREEMENT

THIS SECOND AMENDMENT TO LOCAL MARKETING AGREEMENT (this "Amendment") is made as of May 2, 2016 between Truth Broadcasting Corporation ("Licensee") and Southern Broadcast Media, LLC ("Programmer").

Recitals

Licensee and Programmer are parties to that certain Local Programming and Marketing Agreement (the "LMA") dated December 11, 2015 and as Amended on April 19, 2016, and desire to further amend the LMA as set forth herein.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties, intending to be legally bound, hereby agree as follows:

1. Licensee and Programmer hereby substitute Section 3.3 of the LMA with the following:

"Expenses. Licensee shall pay when due all fees and expenses relating to (i) the Station's transmission facilities, including rent, utilities, maintenance, repair and replacement expenses (regardless of whether such expenses is treated as an ordinary, extraordinary, or capital item for accounting purposes), (ii) mortgage payments, taxes, and insurance relating to all real property owned by Licensee, and rent and taxes under all real and personal property leases relating to the Station, including rent for the Facilities, (iii) casualty and liability insurance for all Station facilities, and (iv) FCC regulatory fees."

2. Licensee and Programmer hereby substitute Schedule B with the attached "Amended Schedule B".

3. Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in the LMA. Except as expressly set forth herein, the LMA has not been amended or modified and remains in full force and effect. This Amendment may be executed in separate counterparts.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO SECOND AMENDMENT TO LOCAL MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first set forth above.

PROGRAMMER:

SOUTHERN BROADCAST MEDIA, LLC

By: 

Name: Richard Miller
Title: Member

LICENSEE:

TRUTH BROADCASTING CORPORATION

By: 

Name: Stuart Epperson Jr.
Title: President, CEO

AMENDED SCHEDULE B: CONSIDERATION

Programmer shall pay to Licensee the “Basic Monthly Fee” during the term of this Agreement, which fee shall be pro-rated in any partial month. Basic Monthly Fee is:

Month 1-2: \$500

Month 3: \$1000

Month 4-6: \$1500

In the event that this LMA remains in effect after six months, the Basic Monthly Fee shall be \$3000 per month thereafter. In addition to the Basic Monthly Fee, Programmer shall reimburse Licensee for certain of Licensee’s expenses in operation of the Station. The reimbursable expenses are limited to the following (with approximate monthly charges for each):

1. Transmitter site and tower rent and utilities in connection therewith; (\$1150.00 per month);
2. Studio rent and utilities arising from Programmer’s use of Licensee’s studio for programming origination;
3. FCC regulatory fees (\$168.00 per month);
4. Licensing Fees (ASCAP/BMI/SESAC/AP) (\$1215.00 per month); and
5. Engineering fees: a one time fee of \$500 to be made for the initial use of Truth Network engineering and IT persons for transition of studio origination payable in the initial payment, and an ongoing charge of \$50 per hour for additional services of Truth Network engineering and IT persons.

Licensee shall provide Programmer with an itemized bill detailing the previous month’s charges by the 5th day of the month. Reimbursement will be due within 30 days of billing.

It is not intended that Programmer shall reimburse Licensee for the following expenses incurred by Licensee:

1. Licensee’s own corporate income or other tax obligations including, but not limited to, real property, personal property, gross receipts, and franchise taxes;
2. Licensee’s professional services, including its attorneys’ and accountants’ fees and any FCC costs related to the operation of the Station for which no provision is explicitly made in this Agreement;
3. The salaries and other costs related to Licensee’s employees supervising the operations of the Station, as described in Section 2.1.3; or

4. Non-operating expenses, including, but not limited to, postage, telephone, and delivery services.