LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT ("*Agreement*") is made January 12, 2018, by and between Prescott Broadcasting LLC, an Arizona limited liability company ("*Programmer*"), and Phoenix Radio Broadcasting, LLC an Arizona limited liability company ("*Licensee*"). Programmer and Licensee are collectively referred to herein as the "*Parties*."

RECITALS

WHEREAS, Licensee owns radio stations KYCA(AM), Prescott, Arizona (Facility ID No. 61433), and KAHM(FM), Spring Valley, Arizona (Facility ID No. 61510), and their related FM Translator stations (the "*Stations*");

WHEREAS, Licensee has agreed to make available to Programmer airtime on the Stations to broadcast the programs of Programmer on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1.   *Agreement Term.* The initial term of this Agreement will begin at 12:01 a.m. on January 12, 2018 (the "*Programming Commencement Date*") and continue until 11:59 p.m. on January 11, 2023 (the "*Initial Term*"). Programmer is granted the option to extend the Initial Term of this Agreement for one (1) additional period of five (5) years ("*Extended Term*") provided Programmer is not then in default hereunder. Programmer's shall give Licensee written notice of its decision to extend the term to Licensee at least ninety (90) days before expiration of the Initial Term. The Initial Term and the Extended Term together shall be referred to herein as the "*Term*"; provided, however, the Term may be earlier terminated in accordance with the provisions set forth in this Agreement.

2.   ***Programmer's Purchase of Airtime and Provision of Programming***. Beginning on the Programming Commencement Date, Programmer shall purchase from Licensee airtime on the Stations for the price and on the terms specified herein, and shall transmit or otherwise deliver to Licensee programming that it produces, owns or acquires that is consistent with the programming described on Schedule 2 (the "*Program*" or "*Programs*") for broadcast on the Stations for twenty-four hours a day, seven days a week, except for: (i) downtime occasioned by routine maintenance at times mutually agreeable to both Parties; (ii) up to two hours Sunday morning, during which time Licensee shall produce, at its own expense, public service programming designed to address the problems, needs, and issues relevant to the residents throughout the Stations' listening areas ("*Community Issue Programming*"); and (iii) times, if any, which Programmer's programs are not accepted or preempted by Licensee. Programmer will transmit its Programs to Licensee's transmitting facilities for the Stations via the mode of transmission currently available, or other reasonable means as determined by Licensee, and ensure that the Programs meet technical and quality standards at least equal to industry standards for a similar radio station. Programmer shall comply with, and shall cause all of its Programs to comply with, all rules, regulations, policies and guidelines of the Stations and all applicable laws, rules and

regulations, including those promulgated by the Federal Communications Commission (the "*FCC*"). During the Term, Licensee will not enter into any other time brokerage, joint sales, program provision, local marketing or similar agreement relating to the Stations with any person or entity other than Programmer, except with respect to Community Issue Programming.

3. ***Licensee's Broadcasting Obligations***. In return for the payments to be made by Programmer hereunder, Licensee shall, beginning on the Programming Commencement Date, broadcast, or arrange for the broadcast of, the Programs delivered by Programmer specified in Section 2 above, subject to (a) the provisions of Section 7 below, (b) the provisions of Section 2 above relating to Community Issue Programming, and (c) the right of Licensee to reject any Program or Programs which do not meet the technical and quality standards described in Section 2 above.

4. ***Advertising Sales***. Programmer will be exclusively responsible for the sale of advertising time on the Stations beginning on the Programming Commencement Date. Programmer shall be entitled to all revenue from the sale of advertising time on the Stations during the Programs provided by Programmer pursuant to this Agreement regardless of when or by whom such revenue is collected.

5. ***Payments***. For the rights granted to Programmer under this Agreement, Programmer agrees to pay Licensee the amounts in <u>Schedule 5</u> hereto in accordance with the payment terms included therein.

6. ***Delivery a Condition to Broadcast of Programs***. The Stations shall begin broadcasting the Programs in accordance with Section 3 above no later than the Programming Commencement Date; provided, however, that the Stations' obligation to broadcast the Programs shall be pre-conditioned on Programmer's prior delivery of such Programs to the Stations as required by Section 2 above and Programmer's payment of the first month's fee pursuant to <u>Schedule 5</u>.

7. ***Operation, Ownership and Control of the Stations***. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the owner of the Stations, Licensee will have full operational authority, power and control over the operation of the Stations (including finances, personnel and programming) during the Term, including determinations as to the Stations' compliance with all applicable provisions of the rules, regulations and policies of the FCC and all other applicable laws, rules and regulations. All employees of Programmer present at the Stations or on its premises must comply with the reasonable policies and rules promulgated by Licensee. In no event shall Programmer, or Programmer's employees, represent, depict, describe or portray Programmer as the licensee or operator of the Stations. Programmer shall cooperate with Licensee in promptly responding to all mail, email, cables, telegrams or telephone calls directed to the Stations in connection with the programming provided by Programmer or any other matter relevant to the responsibilities of a licensee of the Stations. Promptly upon receipt, Programmer shall provide copies to Licensee of all such correspondence and place a copy thereof in the Stations' public inspection file, which shall be located at Stations' main studio, until such rule is no longer in force, and online thereafter. Programmer shall promptly advise Licensee of any public or FCC complaint or inquiry known to Programmer concerning such programming, and shall provide Licensee with copies of any letters to Programmer from the public or the FCC,

including complaints concerning such programming. Licensee shall control all matters or inquiries relating to FCC complaints and any other matters required to be responded to by a licensee of a station under the rules and regulations of the FCC. Programmer will provide, at its own cost and expense, such assistance therefore as reasonably requested by Licensee. Without limiting the generality of the foregoing:

(a)   Licensee shall control the policies, finances, programming and operations of the Stations, including the right of discretion to preempt any programming or advertising. Licensee may (i) reject or refuse Programs which Licensee believes to be unsuitable or contrary to the public interest, or (ii) substitute a program (or programs) which Licensee believes to be of greater local or national importance. However, Licensee represents and agrees that preemption shall only occur to the extent necessary to comply with obligations imposed by the FCC on an FCC licensee and the right of preemption shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee;

(b)   Licensee hereby reserves the right to refuse to broadcast any Program containing matter which violates, which Licensee reasonably believes violates, or which a credible third party (as determined by Licensee) claims to violate, any right of any credible third party (as determined by Licensee), or which may constitute a personal attack, as that term has been defined by the FCC. Licensee also has the right to refuse to broadcast any Program which does not meet the requirements of the rules, regulations and policies of the FCC or in Licensee's sole discretion does not meet the public interest. Licensee further has the right to preempt any Program in the event of a local, state or national emergency. Licensee has the right to delete any commercial announcements that do not comply with the requirements of (i) the FCC's sponsorship identification rule set forth in 47 C.F.R. Section 73.4242, as this rule may be changed from time to time by the FCC, (ii) the Federal Trade Commission ("*FTC*") or (iii) any other government agency with jurisdiction;

(c)   Licensee shall control the Stations' compliance with the FCC's rules, regulations and policies with respect to (i) the ascertainment of community needs and problems, (ii) the broadcast of programming responsive to such needs and problems, (iii) FCC filings and the preparation and timely placement in the Stations' public inspection files of such material as required by FCC regulations, including, without limitation, programs broadcast that treat significant issues, (iv) political broadcasting and the maintenance of the Stations' public inspection files, and (v) the FCC's technical operating and posting requirements, and EAS compliance; and

(d)   Licensee shall control all steps necessary or appropriate to maintain the licenses, permits and other authorizations issued to the licensee of the Stations by the FCC relating to the Stations (the "*FCC Authorizations*"). In the event that Programmer shall cause to be broadcast on the Stations material the broadcast of which (i) subjects Licensee to a material risk of sanction, forfeiture or other penalty imposed by the FCC or other regulatory authority, or (ii) creates a material risk that the FCC Authorizations will not be renewed in the ordinary course or will be revoked, Licensee shall be entitled, at its discretion, to preempt such programming or terminate this Agreement upon two (2) days' notice to Programmer or both. It is expressly understood that the termination rights provided in this Section 7 are provided solely for the purpose of protecting the FCC Authorizations and accordingly Licensee hereby covenants that such termination rights

shall be invoked only to the extent necessary to protect the FCC Authorizations and shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee.

8.   *Maintenance of Signal*. Beginning on the Programming Commencement Date, subject to reasonable operational downtime consistent with customary engineering practices, Licensee shall maintain or cause to be maintained the operating power of the Stations at the levels authorized by the FCC for the Stations throughout the Term and shall repair and maintain the Stations' tower and transmitter sites and equipment in good working order.

9.   *Music Licenses*. During the Term, Licensee shall maintain in full force and effect and pay any costs associated with all music licenses with respect to the Stations, except with respect to Community Issues Programming.

10.   *Programs*.

(a)   Programmer agrees that the content of the Programs it transmits to the Stations shall conform to all FCC rules, regulations and policies, as well as the relevant rules of the FTC, the Federal Election Commission and any other government agency with jurisdiction. Licensee acknowledges that Licensee's right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever shall, as between Licensee and Programmer, be and remain vested in Programmer.

(b)   Programmer shall indemnify, defend and hold harmless Licensee, the Stations and Licensee's affiliates and subsidiaries, and their respective directors, officers, employees, agents, successors and assigns, from any and all claims, damages, expenses, costs and liabilities, including reasonable attorneys' fees (at trial and on appeal) and the cost of defense, arising from the actions of Programmer involving Programs broadcast on the Stations (or Programs or other information transmitted over the Internet) that are furnished by Programmer, including, without limitation, libel, slander, defamation, unlawful competition or trade practices, indecency, infringement of trademarks, trade names or program titles, violations of rights of privacy, infringements of copyright and proprietary rights and violations of the Communications Act of 1934, as amended (the "*Communications Act*"), or the rules and regulations of the FCC or the FTC.

(c)   Licensee shall indemnify, defend and hold harmless Programmer, its affiliates and subsidiaries, and their respective directors, officers, employees, agents, successors and assigns, from any and all claims, damages, expenses, costs and liabilities, including reasonable attorneys' fees (at trial and on appeal) and the cost of defense, arising out of any programming or other matter broadcast by the Stations other than the Programs, including, without limitation, libel, slander, defamation, unlawful competition or trade practices, indecency, infringement of trademarks, trade names or program titles, violations of rights of privacy, infringements of copyright and proprietary rights, and violations of the Communications Act or the rules and regulations of the FCC or the FTC.

(d)   Sections 10(b) and 10(c) will survive the termination of this Agreement for any reason.

(e)   Programmer shall cooperate with Licensee to comply with political broadcast matters and shall supply such information promptly as may be necessary to comply with the political time recordkeeping and public file filings, lowest unit charge requirements and other provisions of federal law, including the Bipartisan Campaign Reform Act, relating to political and issue advertising.

11.   ***Expenses***.   During the Term, each Party will be responsible for all expenses required for the performance of its obligations under this Agreement. Licensee shall pay all direct and indirect expenses of the Stations, including but not limited to taxes, filing fees and regulatory fees, subject to reimbursement per Schedule 5 hereof.

12.   ***Employees***.   Programmer shall be solely responsible for the hiring and compensation of its own employees.

13.   ***Stations Identification***. Programmer shall include in the Programs it broadcasts an announcement in a form satisfactory to Licensee at the beginning of each hour of such Programs to identify the call sign of the Stations, as well as any other announcements required by the rules and regulations of the FCC.

14.   ***Events of Default***.

(a)   The occurrence of any of the following may be deemed by Licensee to be an "Event of Default" by Programmer under this Agreement:

(i)   Programmer fails to make timely payments in full as provided for in Section 5 of this Agreement;

(ii)   Programmer fails to observe or perform any other covenant, condition, agreement or obligation contained in this Agreement in any material respect; or

(iii)   Any representation or warranty made by Programmer under this Agreement is determined to be untrue at the time of its making in any material respect.

(b)   The occurrence of any of the following may be deemed by Programmer to be an "Event of Default" by Licensee under this Agreement:

(i)   The Stations fails to broadcast the Programs under the terms of this Agreement (except that the Licensee shall be entitled to exercise all of its rights pursuant to Sections 3 and 7 above);

(ii)   Licensee fails to observe or perform any covenant, condition, agreement or obligation contained in this Agreement in any material respect; or

(iii)   Any representation or warranty made by Licensee under this Agreement is determined to be untrue at the time of its making in any material respect.

(c)   Notwithstanding the terms of Sections 14(a) and 14(b) above, except for payments due from Programmer described in <u>Schedule 5</u> or a breach by Programmer that entitles Licensee

to terminate this Agreement pursuant to Section 7(d), an Event of Default will not be deemed to have occurred until thirty (30) days after the non-defaulting Party has provided the defaulting Party with written notice specifying the Event of Default and such Event of Default remains uncured; provided, however, that if the default is not of a nature which through the use of reasonable diligence can be cured within the thirty (30) day period provided herein, the defaulting Party shall have a reasonable period of time to cure a non-payment default if the defaulting party is acting in good faith and such delay is not materially adverse to the other Party. With respect to payments due from Programmer described in Schedule 5, an Event of Default will not be deemed to have occurred until four (4) business days after Licensee has provided Programmer with written notice specifying the Event of Default and such Event of Default remains uncured.

15.   *Termination*.

(a)   Upon the occurrence of an Event of Default, and in the absence of a timely or applicable cure pursuant to Section 14(c), a Party that is not then in material default under this Agreement may terminate this Agreement effective immediately upon written notice to the defaulting Party.

(b)   If this Agreement terminates as a result of an Event of Default or otherwise, Programmer shall be responsible for all pro-rata liabilities, expenses, debts and obligations of Programmer arising from or related to the purchase of air time or transmission services and all Programmer's programming on the Stations through the date of termination, including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for Licensee's federal, state and local tax liabilities associated with Programmer's payments as provided for herein or other liabilities, debts and obligations which are the responsibility of Licensee as set forth herein. After the effective date of termination of this Agreement, in no event shall Licensee be under any obligation to make available to Programmer any broadcast time or broadcast transmission facilities.

(c)   Programmer shall indemnify, defend and hold Licensee, its affiliates and its officers, directors, shareholders, employees and agents harmless from and against any cost, damage, deficiency, liability and expense (including, without limitation, reasonable attorneys' fees and expenses) arising from Programmer's acts or omissions related to Programmer's programming of the Stations.

(d)   Section 15(c) will survive the termination of this Agreement for any reason.

16.   *Payola and Plugola*. Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Stations, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Act or the rules and regulation of the FCC. Programmer shall be required to have all on air staff execute Payola/Plugola affidavits upon hiring and annually thereafter. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy, except as required by the rules and regulations of

the FCC. Programmer shall at all times endeavor to proceed in good faith to comply with the requirements of Section 317 and 507 of the Communications Act.

17. *Authority*. Each of Licensee and Programmer represent and warrant to the other that (a) each has the power to enter into this Agreement and to consummate the transactions contemplated by this Agreement, (b) neither the execution, delivery nor performance of this Agreement conflicts with, results in a breach of or constitutes a default or grounds for termination under any agreement to which it is a party or by which it is bound (subject to obtaining consents required for contracts assigned hereunder), (c) the execution and delivery of this Agreement by it has been duly authorized by all necessary action, and (d) each has duly executed and delivered this Agreement, which constitutes a legally valid and binding obligation, enforceable against it in accordance with the terms of this Agreement, except as limited by bankruptcy and laws affecting the enforcement of creditors rights generally or equitable principles.

18. *Modification and Waiver; Remedies Cumulative; Survival*. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power operate as a waiver. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a Party may otherwise have. The rights of each Party hereunder shall survive the termination of this Agreement as to the covenants and obligation to pay, indemnify or reimburse as provided herein.

19. *Assignability; No Third Party Rights*. No Party may assign any of its rights or delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party hereto; provided, however, that Licensee, upon written notice to the Programmer, may assign its rights under this Agreement to any entity under common control or an entity acquiring the assets of the Stations. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

20. *Release of Licensee*. In exchange for Licensee's agreement to enter into this Agreement and for other good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Programmer, Programmer, for itself, and on behalf of all of its present and former members, managers, owners, parents, partners, affiliates, subsidiaries and divisions, as well as their respective officers, managers, directors, equity holders, employees, agents, representatives and the predecessors, successors and assigns of each of them (collectively, the "*Programmer Parties*"), hereby irrevocably and unconditionally releases and forever discharges Licensee and all of its present and former parents, partners, subsidiaries, divisions and affiliates, as well as its respective officers, managers, equity holders, directors, employees, agents, representatives, predecessors, successors and assigns (collectively, the "*Licensee Parties*") from any and all claims, actions, cause of action, suits, debts, covenants, contracts, controversies, agreements, promises, losses, damages, costs, expenses, attorneys' fees, judgments, obligations, demands, accountings and liabilities, of whatever kind, at law or in equity, direct or indirect, known

or unknown, suspected or unsuspected, matured or unmatured, that any of the Programmer Parties **had, has or may have prior to and as of the date hereof** against the Licensee.

21. ***Attorneys' Fees***. In the event of any dispute between the Parties to this Agreement, Programmer or Licensee, as the case may be, shall reimburse the prevailing Party for its reasonable attorneys' fees and other costs incurred in enforcing its rights or exercising its remedies under this Agreement. Such right of reimbursement shall be in addition to any other right or remedy that the prevailing Party may have under this Agreement.

22. ***Binding Arbitration of Disputes***. The Parties agree that any and all claims, disputes or controversies arising from or relating to this Agreement or the validity, enforceability or scope of this arbitration provision or any term or provision of this Agreement (collectively, "***Claims***"), shall be resolved by binding arbitration pursuant to this Section and the Commercial Arbitration Rules described below that are in effect at the time the Claim is filed. Arbitration shall be conducted with the American Arbitration Association (the "***AAA***") pursuant to and in accordance with the AAA's Commercial Arbitration Rules. If for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure and mutually acceptable to Provider and Licensee shall be substituted for the AAA. The forum for any Claim brought pursuant to this Agreement or this arbitration provision shall be in Phoenix, Arizona. The arbitrator(s) shall decide which Party is ultimately responsible for paying any arbitration expenses, including the arbitration filing fee and the arbitrators' fees. Unless inconsistent with Applicable Law, the arbitration shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16. The arbitrator(s) shall apply the substantive and procedural law of the State of Arizona consistent with the FAA, except that the arbitrators shall decide, in their sole discretion and without regard to Arizona law, upon issues regarding allowable discovery or the admissibility of evidence. The arbitrators shall observe applicable statutes of limitations and shall honor claims of privilege recognized by Arizona law. The decision of the arbitrator(s) will be accompanied by a reasoned opinion, which will be final, binding, conclusive and non-appealable. The prevailing party shall be entitled to reimbursement from the non-prevailing party of all reasonable expenses actually incurred to comply with this arbitration provision. The prevailing party shall mean the party that is successful in obtaining substantially all the relief sought. The decision, including any award, may be entered by judgment in any court of competent jurisdiction. This arbitration provision shall survive satisfaction of the Parties' contractual obligations and termination of this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable under the FAA, it shall not invalidate the remaining portions of this arbitration provision. This Agreement and arbitration provision shall be interpreted or severed as necessary in favor of enforceability. Notwithstanding the foregoing, either party may, without waiving any remedy under this Agreement, seek from any court having jurisdiction, any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the determination by the arbitrator(s) of the merits of the controversy.

23. ***Construction***. This Agreement will be construed in accordance with the laws of the State of Arizona without regard to principles of conflicts of laws.

24. ***Counterpart Signatures***. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

25.   *Notice*. Any notice required under this Agreement must be in writing. Any payment, notice or other communication will be deemed given when delivered personally, five (5) days after being mailed by certified mail, one (1) day after being sent by recognized overnight courier, postage prepaid, or on the date sent via facsimile or email, addressed as follows (or to such other address designated in writing upon due notice to the other Party):

If to Licensee:	Phoenix Radio Broadcasting, LLC 29700 Woodford Tehachapi Road P. O. Box 62 Keene, CA 93531 Attention: Bill Barquin Telephone: 602-269-3121 Facsimile: 602-269-3020 Email: billbarquin@chavezfoundation.org
With a copy to:	Garvey Schubert Barer 1000 Potomac Street, NW, Suite 200 Washington, DC 20007-3501 Attention: Brad C. Deutsch Telephone: 202-298-1793 Facsimile: 202-965-1729 Email: bdeutsch@gsblaw.com
If to Programmer:	Prescott Broadcasting LLC 510 Henry Street Prescott, AZ 86302 Attention: Jason Zinzilieta Telephone: 928-830-6723 Facsimile: 928-445-5365 Email: zinja2000@yahoo.com
With a copy to:	Cory Farley Farley & Holmes, PLLC 141 S. McCormick Street, Suite 212 Prescott, AZ 86303 Attention: Cory Farley Telephone: 928-445-6300 Facsimile: 928-445-6200 Email: cory@farleyholmes.com

26.   *Entire Agreement*. This Agreement embodies the entire agreement and supersedes all prior oral or written understandings between the Parties with respect to the subject matter of this Agreement.

27.   ***Relationships of Parties***. Neither Licensee nor Programmer will be deemed to be the agent, partner or representative of the other Party to this Agreement and neither Party is authorized to bind the other to any contract, agreement or understanding.

28.   ***Force Majeure***. The failure of any Party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof or a force majeure or due to causes beyond such Party's control will not constitute an Event of Default under this Agreement, and neither Party will be liable to the other Party therefore. Programmer and Licensee each agrees to exercise its best efforts to remedy the conditions of this Section as soon as practicable.

29.   ***Subject to Laws; Partial Invalidity***.

(a)   The obligations of the Parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The Parties agree that Licensee and Programmer shall promptly file or cause to be filed a copy of this Agreement with the FCC if required by FCC rules. If any provision in this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement will be construed as if it did not contain such invalid, illegal or unenforceable provision. The Parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for time brokerage agreements for radio stations and agree that they shall negotiate in good faith to meet any FCC concern with respect to this Agreement if they are incorrectly interpreting current FCC policy or if FCC policy as hereafter modified so requires.

(b)   In connection with the performance of this Agreement, Programmer shall comply with all applicable FCC rules and regulations.

30.   ***Headings***. The headings of the various provisions of this Agreement are included for convenience only and no such heading shall in any way affect or alter the meaning of any provisions.

31.   ***Certification – FCC Rules***. Pursuant to Section 73.3555 of the FCC's rules, the Parties certify as follows:

(a)   Licensee certifies that it shall at all times maintain ultimate control of the Stations' facilities, including, specifically, control over the Stations' finances, personnel and programming; and

(b)   Programmer certifies that this Agreement complies with the provisions of Section 73.3555 of the FCC's rules.

32.   ***Right of First Refusal***.   In the event that, during the term of this Agreement, Licensee receives and wishes to accept a *bona fide* offer from an unrelated third party to purchase the Stations, Programmer shall have the right to prompt written notice and a right of first refusal on any such proposed purchase. Licensee shall provide Programmer with written notice of such offer, including the purchase price for the Stations (the "Offer Price") and all material terms and conditions of such offer (the "Offer Notice"). Programmer shall have the right to purchase the assets for the Offer Price on the same terms as set forth in the Offer Notice. Programmer shall

exercise or decline its right of first refusal by giving notice to Licensee of its intention to purchase the Stations – at the same Offer Price and with all material terms and conditions of the offer – within five (5) business days of the receipt of the Offer Notice. If Programmer timely exercises its right of first refusal, Licensee and Programmer will then diligently and cooperatively work together to incorporate the Offer Price and all material terms and conditions of the offer, as well as other standard terms and condition into a definitive Asset Purchase Agreement to then be executed by Licensee and Programmer. A failure to respond within said 5 business days shall be deemed an election by Programmer not to exercise its right of first refusal hereunder. This right of first refusal may not be assigned by Programmer without the written consent of Licensee in its sole discretion. This right of first refusal will remain in effect throughout the Term of this Agreement and shall also be valid during any Extended Term of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Local Marketing Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

PRESCOTT BROADCASTING LLC

By: _____ 1-12-18
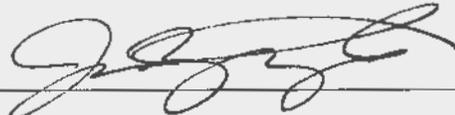
Title: _PRES·DENT_____

PHOENIX RADIO BROADCATING, LLC

By: _____

Title: _____

IN WITNESS WHEREOF, the Parties have caused this Local Marketing Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

PRESCOTT BROADCASTING LLC

By:_____

Title:_____

PHOENIX RADIO BROADCATING, LLC

By:_____
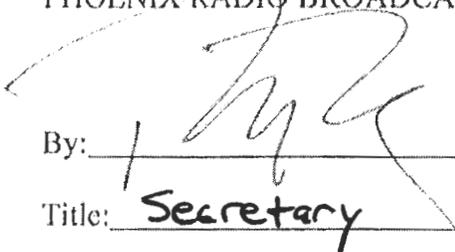
Title: Secretary

SCHEDULE 2

Description of Programs

RADIO STATION KAHM

KAHM is a 24/7 Beautiful Music format with public service announcements spanning the Prescott area, local weather forecasts and national, state and local news.

RADIO STATION KYCA

KYCA is a 24/7 News/Talk format, including nationally syndicated and locally-produced news and talk shows.