

**FCC Assignment Application
Assignee – Good Karma Broadcasting, LLC
Local Programming and Marketing Agreement Exhibit**

Local Programming and Marketing Agreement Exhibit – WMVP(AM)

By this application, Sports Radio Chicago, LLC (“**SRC**”) proposes to assign the license of Station WMVP(AM), Chicago, IL (FIN 73303) to Good Karma Broadcasting, L.L.C. (“**GKB**”). GKB currently provides programming to Station WMVP(AM) pursuant to a Local Programming and Marketing Agreement dated as of August 28, 2019 between GKB and SRC (the “**WMVP LMA**”). A redacted copy of the WMVP LMA is attached hereto.

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS AGREEMENT is made as of August 28, 2019, by and between Good Karma Broadcasting, LLC, a Delaware corporation (“**Programmer**”) with offices at 310 W. Wisconsin Avenue, Suite 100, Milwaukee, Wisconsin 53203, and Sports Radio Chicago, LLC, licensee of WMVP(AM), a Delaware limited liability company (“**Licensee**” or “**ESPN**”) located at 190 N. State Street, Chicago, Illinois 60601.

RECITALS

WHEREAS, Licensee is authorized to own and operate radio station WMVP(AM), 1000 kHz, (Chicago, Illinois) (FCC Facility ID No. 73303) (the “**Station**”), pursuant to licenses issued by the Federal Communications Commission (the “**FCC**”);

WHEREAS, Licensee agrees to provide time on the Station exclusively to Programmer (except as otherwise set forth herein) on terms and conditions that conform with the rules, regulations, and published policies of the FCC and the Communications Act of 1934, as amended (collectively, the “**FCC Rules**”) for time brokerage arrangements and that are as set forth herein;

WHEREAS, contemporaneously with the execution of this Agreement, Programmer and Licensee shall enter into a Lease Agreement (as defined below in Paragraph 1.1) whereby Programmer agrees to utilize certain facilities of the Station to broadcast such programming of its selection that conforms with the FCC Rules;

WHEREAS, contemporaneously with the execution of this Agreement, Programmer and Licensee shall enter into an ESPN Affiliation Agreement (as defined below in Paragraph 1.2) whereby Programmer agrees to broadcast ESPN Programming as set forth herein; and

WHEREAS, ESPN Enterprises, Inc. (pursuant to an assignment from ESPN Internet Ventures), an affiliate of ESPN, and Good Karma Brands, LLC, an affiliate of Programmer, are parties to a Sales/Marketing Services Agreement dated as of October 20, 2015 (the “**ESPN Digital Sales Agreement**”) pursuant to which Good Karma Brands, LLC sells certain digital inventory on ESPN websites in local markets. The parties agree that contemporaneously with the execution of this Agreement pursuant to a separate addendum to the ESPN Digital Sales Agreement: (i) Chicago shall be added as a “Local Clubhouse Market”; and (ii) the term of the ESPN Digital Sales Agreement as it relates solely to GKB’s rights to sell digital inventory in Chicago as a “Local Clubhouse Market” shall be extended through September 30, 2026 in order to be co-terminus with this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, Licensee and Programmer, intending to be bound legally, hereby agree as follows:

1. **Scope.**

1.1. Except as otherwise set forth in this Agreement, Licensee agrees to make the studio equipment and broadcasting transmission facilities of the Station available to Programmer and Programmer agrees to broadcast the Programmer Programming, the Local

Programming and the ESPN Programming (each as defined below in Paragraph 1.2, and collectively referred to as, the “**Programming**”) on the Station. Programmer’s Programming shall originate from Licensee’s studios located at 190 N. State Street, Chicago, Illinois 60601 (the “**Studio**”) pursuant to a lease agreement that shall be entered into between Programmer and WLS Television, Inc., an affiliate of Licensee (the “**Lease Agreement**”) contemporaneously with the execution of this Agreement and the Programmer/ESPN Affiliation Agreement, or from other studios pre-approved by ESPN in writing for use by Programmer and contracted for and paid for solely by Programmer. Programmer will transmit the Programming to Licensee’s transmitter facilities located at 100 39th Street, Downers Grove, Illinois 60515 (the “**Transmitter Site**”) via a mode of transmission (e.g., satellite facilities, microwave facilities, and/or telephone lines) that will ensure that the Programming transmission signals meet technical and quality standards substantially equal to those of the Station’s broadcasts prior to the commencement date of this Agreement in material compliance with the Station’s license and the FCC Rules. The parties agree and acknowledge that Programmer shall be solely responsible for all costs, expenses and liabilities related to the Studio pursuant to the terms of this Agreement and the Lease Agreement, with the exception of the HVAC and Studio chiller equipment, which shall be maintained by Licensee. Programmer shall be solely responsible for all costs and expenses incurred to route the Programming to the Transmitter Site.

- 1.2. The parties acknowledge that Licensee is a party to an affiliation agreement by and between Licensee and ABC Radio Networks Assets, LLC (hereinafter the “**ESPN/ABC Agreement**”). Pursuant to such Agreement, Licensee broadcasts certain programs on the Station (the “**ESPN Programming**” or “**ESPN Programs**,” and each an “**ESPN Program**”), and in exchange for such ESPN Programming, Licensee provides to ABC Radio Networks Assets, LLC (“**ABC**”) certain commercial inventory to be sold by ABC and broadcast by the Station within the ESPN Programs. Moreover, the parties acknowledge herein that Licensee is a party to certain existing programming agreements set forth on **Schedule 1** hereof (the “**Local Programming Agreements**”, and such programs referred to therein shall be referred to herein as “**Local Programming**”). Licensee shall assign the Local Programming Agreements to Programmer as of the Effective Date of this Agreement, or within a reasonable time after the Effective Date, and Programmer hereby agrees and acknowledges Programmer’s obligation to accept the assignment of all Local Programming Agreements. If the respective third party vendor or provider of services under a Local Programming Agreement does not consent to such assignment, then during the Term of this Agreement (as defined in Paragraph 3), and for so long as the respective Local Programming Agreement remains in effect in accordance with its current term, Licensee shall make the benefits of such Local Programming Agreement available to Programmer, and Programmer shall continue to broadcast such Local Programming in accordance with their respective current terms and conditions and otherwise comply in all respects with the Local Programming Agreement. Notwithstanding the foregoing, Licensee makes no representation regarding whether third parties to the Local Programming Agreements will permit Licensee to

make the benefits of such Local Programming Agreements available to Programmer and elect to continue providing services under such Local Programming Agreements, and it shall not be a breach of the foregoing by Licensee if they elect to terminate their respective Local Programming Agreements. For the avoidance of doubt, Programmer shall be solely responsible for paying for all fees and expenses that may be due under the Local Programming Agreements set forth in Schedule 1 and that relate to time periods after the Effective Date, if assigned pursuant to the terms of this Paragraph 1.2. In addition, Programmer shall, as of the Effective Date, accept the assignment of and assume any and all obligations, payments, expenses and fees that relate to time periods after the Effective Date related to: (i) [REDACTED]

[REDACTED] (ii) the personal service agreements that remain in effect as of the Effective Date for the individuals set forth in **Schedule 2** including, but not limited to, employing or engaging, as applicable, each such individual in accordance with the terms and conditions of such individual's personal service agreement (the "**Personal Service Agreements**"); and (iii) [REDACTED]

[REDACTED] Licensee shall use good faith efforts to [REDACTED] [REDACTED] Programmer shall be under no obligation to renew the Local Programming Agreements, [REDACTED] [REDACTED] Personal Service Agreements or the [REDACTED] assigned to Programmer pursuant to this Agreement after expiration of such agreements in accordance with their terms. In the event that Programmer renews the Local Programming Agreements, [REDACTED] Personal Service Agreements, or the [REDACTED] such renewal shall not extend the term of the applicable agreement beyond the Term of this Agreement.

1.3. Programmer agrees that, contemporaneously with the execution of this Agreement, Programmer and Licensee shall execute the affiliation agreement attached hereto as Exhibit A (the "**Programmer/ESPN Affiliation Agreement**") and Programmer shall maintain such Programmer/ESPN Affiliation Agreement during the Term of this Agreement. Contemporaneously with the execution of the Programmer/ESPN Affiliation Agreement, Licensee and ESPN shall terminate the ESPN/ABC Agreement.

1.4. Upon the Effective Date, Licensee and Programmer shall enter into and execute the Bill of Sale attached hereto as Exhibit B in order to convey certain motor vehicles to Programmer.

2. **License Fees.**

2.1. In consideration for the air time provided by Licensee to Programmer pursuant to this Agreement, Programmer shall pay Licensee an annual license fee ("**License Fee**") as follows:

<u>Year</u>	<u>License Fee</u>
Year 1 of the Term	██████████
Year 2 of the Term	██████████
Year 3 of the Term	██████████
Year 4 of the Term	██████████
Year 5 of the Term	██████████
Year 6 of the Term	██████████
Year 7 of the Term	██████████

2.2. The License Fee shall be payable by Programmer to Licensee in equal quarterly installments on November 1, February 1, May 1, and August 1 of each year during the Term. For the avoidance of doubt, the first quarterly installment of the License Fee in Year 1 of the Term shall be due November 1, 2019.

2.3. Payment of the License Fee is contingent upon the parties executing the addendum to the ESPN Digital Sales Agreement attached hereto as Exhibit C whereby: (i) Chicago is added as a Local Clubhouse Market under the ESPN Digital Sales Agreement; and (ii) the term of the ESPN Digital Sales Agreement as it relates solely to GKB’s rights to sell digital inventory in Chicago as a “Local Clubhouse Market” shall be extended through September 30, 2026 in order to be co-terminus with this Agreement.

3. Term.

3.1. The term of this Agreement shall be for a period of seven (7) years, commencing on September 29, 2019 (the “**Effective Date**”) and ending on September 30, 2026, unless this Agreement is terminated earlier in accordance with provisions contained elsewhere in this Agreement; provided, however, that notwithstanding the foregoing, or anything else to the contrary herein, Licensee may terminate this LMA immediately upon the expiration or early termination of the Lease Agreement and/or the Programmer/ESPN Affiliation Agreement. For purposes of this Agreement, the period commencing on September 29, 2019 and ending on September 30, 2020 shall be designated as Year 1 of the Term; the period commencing on October 1, 2020 and ending on September 30, 2021 shall be designated as Year 2 of the Term; the period commencing on October 1, 2021 and ending on September 30, 2022 shall be designated as Year 3 of the Term; the period commencing on October 1, 2022 and ending on September 30, 2023 shall be designated as Year 4 of the Term; the period commencing on October 1, 2023 and ending on September 30, 2024 shall be designated as Year 5 of the Term; the period commencing on October 1, 2024 and ending on September 30, 2025 shall be designated as Year 6 of the Term; and the period commencing on October 1, 2025 and ending on September 30, 2026 shall be designated as Year 7 of the Term.

3.2. If this Agreement has not earlier terminated during the period commencing one (1) year prior to the expiration of the Term and ending ninety (90) days thereafter (i.e., September 30, 2025 through December 31, 2025), if requested by Programmer and if Licensee elects to have the Station's programming continue to be provided by a third party under a time brokerage agreement similar in scope to this Agreement, Licensee and Programmer shall negotiate exclusively for a period not to exceed ninety (90) days (the “**Exclusive Negotiation Period**”), with respect to the terms and conditions of any subsequent time brokerage agreement between the parties and related ESPN/ABC Agreement; provided, however, that neither party shall have any obligation to enter into any such subsequent agreement, and during such negotiations neither party will be obliged to change or compromise any position it does not wish to in its sole discretion. If the parties do not enter into a definitive agreement during the Exclusive Negotiation Period, Licensee shall be entitled to negotiate and enter into a time brokerage agreement with respect to the Station with any third party; provided, however, that the terms of such agreement are not, when considered collectively, less advantageous to Licensee than those contained in Programmer's best proposal offered to Licensee during the Exclusive Negotiation Period, as reasonably determined by Licensee considering its business objectives. If the terms of such agreement are less advantageous to Licensee than those contained in Programmer's best proposal offered to Licensee during the Exclusive Negotiation Period, Licensee shall notify Programmer of the offer and Programmer shall have five (5) business days to accept or reject the proposal. If Programmer rejects such offer, Licensee may accept the third party offer, or engage in additional negotiation to enter into a time brokerage agreement and accept any resulting third party offer, without further obligation to Programmer.

4. **Programming and the Public Interest.**

4.1. Programmer shall be solely responsible for the following as it relates to the Programming: (i) delivering programming provided by Programmer under this Agreement (the “**Programmer Programming**”) and the Local Programming, except as otherwise provided in Paragraph 1.2. above; (ii) the payment of any expenses incurred in the origination and/or delivery of the Programmer Programming and Local Programming; (iii) all Programmer promotional and marketing expenses incurred in connection with the Programming; and (iv) compliance with the FCC Rules or any law or regulation applicable to the Programmer Programming and Local Programming (to the extent that the Local Programming Agreements are assigned to Programmer). Notwithstanding the foregoing, the parties agree and acknowledge that the Programming shall at all times be subject to the ultimate control of Licensee to the extent required by the FCC Rules.

4.2. During the Term, and pursuant to the terms of the Programmer/ESPN Affiliation Agreement, Programmer shall continue to brand the Station as an “ESPN affiliate.” Programmer will include in its on-air imaging ESPN branding provided by Licensee and its Affiliates as well as a logo for the Station that incorporates the “ESPN” brand provided

that such logo shall be subject to ESPN's prior written approval, which may be withheld in ESPN's sole discretion.

- 4.3. In communications with third parties, Programmer will identify itself as the programmer of the Station pursuant to a time brokerage agreement and not as the licensee of the Station.
- 4.4. Programmer Programming shall consist of such materials as are determined by Programmer to be appropriate and/or in the public interest including, without limitation, such music, talk, entertainment, news, weather reports, sports, promotional material, commercial and advertising, public affairs programming and public service announcements as are determined and selected by Programmer. Such Programming shall include issue-responsive programs to respond to the problems, needs and issues facing the residents of the Station's service area. Licensee shall have the full and unrestricted right to preempt (including the right to interrupt Programming in process) and not broadcast any material contained in any part of the Programmer Programming which Licensee regards as being unsuitable for broadcast or the broadcast of which Licensee believes would be contrary to the public interest, or which otherwise is contrary to the FCC Rules or the Licensee's Advertising Standards and Guidelines, a copy of which can be found at the following link: (<http://www.espn.com/adspecs/US/tv/guidelines.html>). Programmer will promptly forward to Licensee a copy of any complaints it receives concerning any Programmer Programming, for Licensee's review.

5. Station Facilities.

- 5.1. Operation of Station. Licensee represents that the Station currently operates and will continue to operate throughout the Term of this Agreement in material compliance with the authorizations issued to it by the FCC and all applicable FCC Rules. Throughout the Term of this Agreement, and subject to Paragraph 9, Licensee shall make available to Programmer all of the Station's air time for the broadcasting of Programming, except that Licensee may set aside up to one (1) hour per week on the Station (during the hours of 5:00 a.m. to 6:00 a.m. CT on Sundays), for the broadcast of its own regularly scheduled news, public affairs, and other programming (the "**Licensee's Reserved Time**"). Licensee's Reserved Time shall be in addition to downtime occasioned by routine maintenance. Any routine or non-emergency maintenance work affecting the operation of the Station at full power shall be scheduled with at least forty-eight (48) hours prior notice to the Programmer.
- 5.2. Interruption of Normal Operations. If the Station suffers any loss or damage of any nature as a result of any damage to the Transmission Site, which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, Licensee shall notify Programmer as soon as reasonably practicable following Licensee's discovery of such loss or damage, and Licensee shall undertake such repairs

as are necessary to restore full-time operation of the Station with its maximum authorized facilities as expeditiously as possible following the occurrence of any such loss or damage. Licensee shall be responsible for any FCC filings that may be required in connection with such interruption (e.g. special temporary authority).

- 5.3. Transmitter Site Location. Licensee represents that the Transmitter Site is at a location that complies with the FCC Rules and that Licensee shall staff the Transmitter Site consistent with the FCC Rules.
6. **Online Public Inspection File; Handling of Mail.** Licensee shall comply with FCC rules, including those regarding the maintenance of the Station's online public inspection file (which shall at all times remain the responsibility of Licensee), but Programmer shall provide Licensee with all information about its Programming and any other information as requested by Licensee during the Term to assist Licensee in preparing quarterly issues program lists. Licensee shall also be required to receive or handle mail, and all other communications and inquiries in connection with Licensee's operation of the Station. Any mail or other communications received by Programmer that deal with operations of the Station shall be forwarded promptly by Programmer to Licensee.
7. **Responsibility for Employees; Operating Expenses; Performance Licenses.**
 - 7.1. Programmer's Responsibilities. Programmer shall employ and be solely responsible for the salaries, commissions, taxes, insurance and contractual obligations and other obligations of Programmer's employees in connection with the production, delivery for broadcast, and sale of Programming and commercial messages (both on-air and digital audio only, specifically excluding digital display and video, which is not subject to the terms of this Agreement) including, but not limited to, air personalities, salespersons, traffic personnel, etc. Programmer shall be solely responsible for the supervision and direction of its employees. Pursuant to the Lease Agreement (and without in any way limiting any of the terms and conditions of the Lease Agreement, Programmer shall have use of the Studio equipment (including, but not limited to, furniture, microphones, sound mixing boards, studio phone hardware, consoles, production equipment, televisions, audio processing, recording equipment, playback equipment, studio HVAC, UPS equipment, etc.) as set forth in the Lease Agreement and shall be responsible for the maintenance of such equipment, other than the HVAC and Studio chiller equipment which shall be maintained by Licensee at its sole cost and expense. Programmer shall maintain the Studio in good condition and repair and shall be solely responsible for all direct operating expenses of the Studio including, without limitation, maintenance and repair of Studio equipment, replacement of Studio equipment, Studio phone service and attached telecom circuits (collectively, the "**Programmer Operating Expenses**"). For the avoidance of doubt, Licensee shall have no obligation to operate, maintain, or support any technology or broadcasting equipment within the Studio or to provide any office phone hardware and

services (existing office phones and computers will be removed by Licensee), other than the HVAC and Studio chiller equipment.

7.2. Collective Bargaining Agreement.

7.2.1. Commencing on the Effective Date of the Lease Agreement, Programmer hereby accepts the assignment and assumes all obligations of Licensee’s existing collective bargaining agreements, including but not limited to the [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Programmer shall be solely responsible for any and all obligations related to the [REDACTED] regarding members of the Unit represented by [REDACTED] arising from their work for Programmer, including, without limitation, all fees, expenses, contributions, and obligations arising from the [REDACTED] during the LMA Term. For the avoidance of doubt, Licensee shall be solely responsible for any and all obligations related to the [REDACTED] regarding the members of the Unit represented by [REDACTED] arising from their work for Licensee, including, without limitation, all fees, expenses, contributions, and obligations arising from the [REDACTED] up to the Effective Date. For the avoidance of doubt, during the LMA Term, Programmer shall be solely responsible for all negotiations of any applicable collective bargaining agreements during their respective terms or after the expiration of such Agreements. For the avoidance of doubt, it is the understanding of both Parties that no particular benefits or level or type of benefits are required to be maintained by reason of [REDACTED] [REDACTED], except that Programmer will be obligated: (a) to make the payments provided in [REDACTED] and (b) to provide the same benefits, other than health and retirement benefits, to Staff employees in the [REDACTED] represented Unit as are provided to the non-represented employees at the Station by Programmer. Exhibit D attached hereto is a listing of all vacation or other paid time off which it is anticipated will be earned, under the [REDACTED] [REDACTED] but unused at the Effective Date. Regarding persons on Exhibit D who are employed by Programmer, Programmer shall provide such persons time off with pay, still due under the [REDACTED] as of the Effective Date. Licensee shall compensate Programmer for wages for such time off plus the federal, state and local taxes and the contributions to the [REDACTED] (the “Funds”) due thereupon solely for such wages earned in 2019 up to the Effective Date as set forth in Exhibit D. For the avoidance of doubt, Licensee shall have no further obligation to compensate Programmer for vacation or other paid time off earned during the Term other than as set forth in Exhibit D; and (ii) Programmer shall provide time off with pay as set forth on Exhibit D, only to the extent that Licensee has paid to Programmer the amounts set forth on Exhibit D. Programmer shall be

solely responsible for paying any vacation or other paid time off earned after the Effective Date through the remainder of the Term in accordance with any applicable collective bargaining agreements.

7.2.2. Programmer shall not take any action (or fail to take any action that it could take) that would impose withdrawal liability on Licensee or its affiliates with respect to a complete or partial withdrawal from a multiemployer pension plan. Programmer shall make all payments to the Funds required by [REDACTED] regarding work by any of its employees for whom contributions to the Funds are required under the [REDACTED]. Programmer shall provide Licensee with reasonable notice (in advance if practicable), including any related documentation, of (A) any action by Programmer subsequent to Programmer's assumption of the operation of the Station that could result in the imposition of withdrawal liability under the Employee Retirement Income Security Act of 1974 ("ERISA"), including termination of this Agreement and the return of the Programming function to Licensee, (B) the receipt of any notice or demand for a withdrawal liability assessment, and (C) any dispute or demand concerning a failure by Programmer to make a contribution to an employee benefit plan under [REDACTED] (each a "Liability Event"). If total or partial withdrawal liability results to Programmer due to Programmer's cessation of the programming function and/or the cessation of contributions to the Fund, Licensee shall indemnify Programmer for the amount of that withdrawal liability and any penalties or interest arising from Programmer's cessation of the programming function and/or such contributions. Programmer shall not extend the [REDACTED] beyond the Term of the LMA. If the LMA expires or is terminated early, then Licensee shall accept assignment of the then-existing [REDACTED]

7.2.3. In the event of a Liability Event, Programmer agrees to provide Licensee with reasonable advance notice of any intention on the part of Programmer or its affiliates not to fully satisfy the liability associated with the Liability Event. Licensee shall promptly furnish Programmer with a copy of any notice of withdrawal liability it may receive with respect to Licensee's obligations to contribute to a multiemployer pension plan pursuant to a [REDACTED] together with all the pertinent details, if it is reasonably expected that such liability would be imposed on Programmer. In such event, Licensee further agrees to provide Programmer with reasonable advance notice of any intention on the part of Licensee or its affiliates not to make full payment of any withdrawal liability when the same shall become due.

7.2.4. [REDACTED]

7.2.4.1. In the event that a staff [REDACTED] covered employee, employed by Licensee prior to the Effective Date, is thereafter terminated by Programmer on or before March 20, 2020, Programmer will pay the full severance earned from

the employee's original Licensee date of staff hire through the date of termination by Programmer, paid at the weekly base rates effective on the date of termination pursuant to the terms of [REDACTED]. Licensee shall compensate Programmer for wages for such severance plus the federal, state and local taxes due thereupon. To avoid any doubt, neither Licensee nor Programmer shall be responsible for any severance due to any part-time [REDACTED] covered employee, employed by Programmer on or after the Effective Date. Licensee dates of hire have been attached hereto as Exhibit E.

- 7.2.4.2. In the event that a staff [REDACTED] covered employee, employed by Licensee prior to the Effective Date, is thereafter terminated by Programmer after March 20, 2020, Programmer will be solely responsible for paying employee's full severance earned, which shall be calculated and paid from employee's original Licensee date of staff hire through the date of employee's termination by Programmer, paid at the weekly base rates effective on the date of termination pursuant to the terms of [REDACTED].
- 7.3. Non-Union Employees Programmer shall hire [REDACTED] of the part-time and full-time employees of the Station listed in Exhibit F (collectively, "**Employees**") as full time employees. The Employees hired shall be treated for compensation and benefits purposes consistently with Programmer policies.
- 7.4. Non-Union Employee Severance Payments. Programmer is not required to hire any specific persons employed by Licensee, except as provided by Paragraph 7.3. Programmer shall pay to any Employee listed in Exhibit F of this Agreement who is hired by Programmer but: (i) whose position is eliminated by Programmer within the ninety (90) day period after the Effective Date; or (ii) who is terminated by Programmer within such ninety (90) day period, absent manifest and provable employee underperformance and/or misconduct, a severance payment no less favorable than the amount calculated as severance pay under the Disney Severance Pay Plan as of the Effective Date for each individual Employee as listed in Exhibit G attached hereto. With respect to each Employee eligible for a severance payment as stated herein, Programmer shall furnish Licensee with: (a) a statement signed by an officer of Programmer certifying the following: (i) the name of the separated Employee(s); (ii) the reason for separation of said Employee(s); (iii) the amount of severance payment(s) made to said Employee(s) in accordance with this Paragraph 7.4. of this Agreement; (iv) completeness and accuracy of all substantiating documentation (e.g., letter of separation, copy of issued check, etc.); and (b) all reasonable necessary substantiating documentation requested by Licensee. Licensee shall compensate Programmer for wages for such severance paid to Employees pursuant to subparagraphs (i) or (ii), above, plus the federal, state and local taxes due thereupon. Programmer shall be solely responsible for paying severance to any Employee who is terminated after the expiration of the ninety (90) day period following the Effective Date using such Employee's date of hire with Licensee as set forth on Exhibit F. Programmer will pay such

Employee severance under Programmer's severance policy. Programmer shall have no severance obligation regarding Employees not hired by Programmer as of the Effective Date.

- 7.5. Licensee's Responsibilities. Licensee shall employ and be solely responsible for all salaries, commissions, taxes, insurance and contractual obligations and other obligations arising from the employment after the Effective Date of all persons employed by Licensee in connection with its operation of the Station. The parties acknowledge and agree that Licensee shall provide one (1) Station engineer during the Term to maintain the Transmitter Site as required hereunder. Licensee shall be fully responsible for the supervision and direction of its employees. During the Term, Licensee shall maintain the Station's Transmitter Site in good condition and repair to full operating specifications and Licensee shall make any repairs required to keep such Transmitter Site in good condition and repair as promptly as practicable. Licensee shall be responsible for paying all direct operating costs of the Station, including, but not limited to, the following (collectively, the "**Licensee Operating Expenses**"): (a) all real estate tax payments in connection with the Transmitter Site, and any and all payments (including, without limitation, lease payments, insurance premium payments, etc.) for use of the Transmitter Site; (b) utility bills for utility services at the Transmitter Site of the Station, with the exception of telecom services per this Paragraph 7.5; (c) maintenance of the Station's Transmitter Site and of all equipment required by the FCC for the operation of the Station in material compliance with the FCC Rules; (d) salaries, payroll taxes, employee benefits, workers compensation, insurance and all other costs related to all personnel employed by Licensee for the Station; (e) subject to Paragraph 7.1, costs of equipment repair and supplies at the Transmitter Site and for the HVAC and Studio chiller equipment; (f) costs of engineering or technical personnel necessary to assure material compliance with the FCC Rules and maintenance and repair only of the Transmitter Site; and (g) all insurance premiums on property and casualty insurance coverage of the Transmitter Site. For the avoidance of doubt, Licensee Operating Expenses shall not include any expenses related to non-broadcast or office telecom services, which shall be the sole responsibility of Programmer.
- 7.6. Performance Licenses. Programmer shall be solely responsible for obtaining and paying for all fees that may be due under all copyright licenses attributable to the Programmer Programming and the Local Programming broadcast on the Station pursuant to this Agreement. In addition, Programmer shall be responsible for the payment of all fees for all music performance licenses issued by ASCAP, BMI, SESAC or such other music performance society as are or hereafter may be in general use by radio broadcasting stations, to the extent that such music performance societies require that Licensee maintain its own music performance licenses attributable to Programmer's Programming. Programmer shall submit reports to ASCAP, BMI, SESAC, or such other music performance society. If any such music performance society permits Programmer to obtain its own music performance license with respect to the Station, Programmer shall obtain such licenses in its own name in which event Programmer shall be solely

responsible for the payment of all music performance license fees to such music performance society. If Programmer does so obtain such license, it shall notify Licensee of same.

8. **Advertising and Programming Revenue.** During the Term, and except as otherwise set forth in the Programmer/ESPN Affiliation Agreement or any Local Programming Agreement, [REDACTED] and shall be solely responsible for all taxes, sales and advertising agency commissions owed to any party in connection with such revenues. Licensee shall collect all revenues from the sale of advertising “billed” by Licensee prior to the Effective Date, and Programmer shall collect all revenues from the sale of advertising billed on and after the Effective Date during the Term. Each party shall retain all of the monies it collects. As used herein, “billed” means any advertising that has been sold, aired and invoiced.
9. **FCC Operational Requirements.** Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station during the Term of this Agreement, including, without limitation, control over Station finances, personnel (except as provided otherwise in Paragraph 7, above) and programming. The Station's manager shall direct the day-to-day operation of the Station. Licensee shall retain control 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 not in the public interest or 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 material compliance with federal, state and local laws, the Communications Act and the FCC Rules (including the prohibition against unauthorized transfers of control) and the rules, regulations and policies of other federal government entities, including the Federal Trade Commission and the U.S. Department of Justice. Licensee shall at all times remain ultimately responsible for meeting all of the FCC's requirements with respect to public service programming, for ascertaining the problems, issues, needs and interests of the Station's community of license and its surrounding area, maintaining the political and online public inspection files and the operating (transmitter) log (based on data provided by Programmer to Licensee), and for the preparation of the Station's quarterly issues/programs lists. Licensee shall also retain the right to break into and preempt Programming in case of an emergency, and Licensee shall be solely responsible for the maintenance, operation and material compliance with all regulations with respect to the Emergency Alert System. Upon request by Licensee, Programmer shall: (i) provide Licensee with information with respect to such of Programmer's Programming which is responsive to the problems, needs and issues facing the residents of the Station's service area, so as to assist Licensee in the preparation of required quarterly programming reports; and (ii) cooperate with Licensee and provide to Licensee upon request such other information which may be necessary to enable Licensee to prepare other records and reports required by the FCC or other local, state or federal

government entities or to meet any other obligations imposed upon Licensee by such governmental authorities including, without limitation, providing to Licensee on a daily basis all materials necessary to enable Licensee to comply with FCC political broadcast requirements with respect to programming broadcast by Programmer. Without limiting the generality of the foregoing, Programmer shall cooperate with Licensee to enable Licensee to ensure that all readings of the Station's transmitter parameters required by FCC Rules are duly taken in the manner prescribed by the FCC Rules. Licensee certifies that it maintains ultimate control over the Station's facilities, including finances, personnel and programming, and Programmer certifies that this Agreement complies with the provisions of Section 73.3555(a) of the FCC's rules.

- 9.1. **Station Identification**. Licensee will be responsible for the proper broadcast of FCC-required Station identification announcements; however, Programmer shall cooperate with Licensee to ensure that all required Station identification announcements are broadcast in full material compliance with the FCC Rules and shall include in Programming the Station call sign at least once an hour, at the top of the hour or as close as possible thereto at a break in Programming.
- 9.2. **Political Advertising**. Programmer shall take such action to enable Licensee to comply with the Political Broadcasting Requirements as defined herein, including but not limited to supplying such information promptly to Licensee as may be necessary to enable Licensee to comply with the lowest unit charge and equal opportunities requirements of Section 315 of the Communications Act, the [REDACTED] [REDACTED] with all FCC rules and any present or future statute relating to the provision of air time to political candidates (collectively, the “**Political Broadcasting Requirements**”). With respect to any political advertising time sold or reasonable access request received by Programmer for any Programming broadcast by Programmer, Programmer represents and warrants to Licensee that it shall comply with the Political Broadcasting Requirements. To the extent that Licensee believes necessary in Licensee’s sole discretion, Programmer shall release advertising availabilities to Licensee to permit Licensee to comply with the Political Broadcasting Requirements; provided, however, that all revenues realized by Licensee as a result of such release of advertising time shall promptly be remitted to Programmer.
10. **Licensee’s Responsibility for Compliance with FCC Technical Rules**. Licensee shall be responsible for ensuring material compliance by the Station with the technical operating and reporting requirements established by the FCC. Licensee shall be responsible for ensuring that qualified control operators monitor and control the Station's transmissions at all times, in full conformity with FCC requirements, and Licensee shall make available the services of an engineer to meet such requirements. Licensee shall maintain the operating parameters of the Transmitter Site within the terms of the FCC license and all applicable FCC Rules and Programmer shall maintain the operating parameters of the Studio in accordance with all applicable FCC Rules. Licensee shall be responsible for the performance of all routine

maintenance at the Transmitter Site and shall make its personnel available at the Transmitter Site so that Licensee may make all adjustments in accordance with the FCC license and all applicable FCC Rules and other regulations. Programmer shall be responsible for all capital and equipment expenditures, except for those relating to equipment and tangible personal property at the Transmitter Site, and those relating to the HVAC and Studio chiller equipment.

11. **Force Majeure**. Any failure or impairment of facilities or any delay or interruption in the broadcast of Programming, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to causes beyond the reasonable control of Licensee (including any equipment failure, any labor disputes, labor strikes, or other labor issues) (a “**Force Majeure Event**”), shall not constitute a breach of this Agreement and Licensee shall not be liable to Programmer. In the event that the Station remains off the air for a period of more than five (5) consecutive days due to the gross negligence or willful misconduct of either party, the non-breaching party shall have the right, upon five (5) days’ prior written notice to the breaching party, to terminate this Agreement, provided that no Event of Default shall then be in existence hereunder as a result of a breach by the non-breaching party of its obligations under this Agreement. In the event that the Station remains off the air for a period of more than five (5) consecutive weekdays only (i.e., Monday-Friday, excluding holidays) due to a Force Majeure Event that impairs Licensee’s obligations under this Agreement, Programmer shall be entitled to a proration of the sums owed or paid to Licensee pursuant to Paragraph 2 for any time periods when the Station is off air due to such Force Majeure Event. For the avoidance of doubt, Programmer shall not be entitled to a proration of sums owed or paid to Licensee if the Force Majeure Event impairs Programmer’s transmission of the Programming as required under this Agreement.
12. **Right to Use the Programmer’s Programming**. The right to use the Programmer’s Programming and to authorize its use in any manner and in any media whatsoever shall be, and remain, vested solely in Programmer, subject, however, to the rights of others (including, without limitation, copyright rights, trademark and service mark rights and other intellectual property rights) in and to the Programmer’s Programming.
13. **Payola**. Programmer agrees that neither it nor any of its employees will accept any consideration, compensation or gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively, “**Consideration**”), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, in consideration for the broadcast of any matter on the Station unless the payor is identified, in the broadcast for which Consideration was provided, as having paid for or furnished such Consideration, to the extent such identification is required pursuant to Sections 507 and 317 of the Communications Act and the FCC Rules. Licensee reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification rules, policies, and written orders, as such rules and policies may be changed from time to time by the FCC.

14. **Compliance with Law.** Programmer agrees that, throughout the Term of this Agreement, Programmer will comply in all material respects with all applicable laws, rules, regulations and policies of all governmental bodies, including, without limitation, all FCC Rules. Licensee agrees that, throughout the Term of this Agreement, Licensee will comply in all material respects with all applicable laws, rules, regulations and policies of all governmental bodies, including, without limitation, all FCC Rules.

15. **Indemnification.**

15.1. **Indemnification.** Each party (relatively, the “**Indemnifying Party**”) shall indemnify, defend and hold the other party, its parent companies and all of its or their affiliated companies and the respective officers, directors, employees and agents of each (relatively, the “**Indemnified Party**”) harmless against all liability for libel, slander, unfair competition or trade practices, infringement of trademarks, service marks, trade names or program titles, violation of rights of privacy and infringement of copyrights and other proprietary rights resulting from or caused by the actions or inactions of the Indemnifying Party, and from and against any and all other claims, damages and causes of action resulting from the broadcast or distribution of Programming furnished by the Indemnifying Party and/or any breach or alleged breach by the Indemnifying Party of its representations, warranties and obligations under this Agreement. In addition, Programmer shall indemnify, defend, and hold harmless Licensee, its parent company and all of its affiliated companies and their respective officers, directors, employees and agents against any and all claims, demands, causes of action, damages, or judgments arising out of or resulting from Programmer’s obligations related to the applicable collective bargaining agreements, including, without limitation, all penalties, fees, unpaid wages, or other arrears that result from the [REDACTED]. In addition, Licensee shall indemnify, defend, and hold Programmer harmless against all claims related to severance payment obligations made by Employees who are not hired by Programmer as of the Effective Date. In the interest of clarity and for the avoidance of doubt, the foregoing indemnity does not apply to any severance payment obligations which are the responsibility of Programmer under Paragraphs 7.2.4 and 7.4 of this Agreement. The Indemnifying Party's obligation to hold the Indemnified Party harmless against the liabilities specified above shall survive the expiration or any termination of this Agreement until the expiration of all applicable statutes of limitation. Programmer acknowledges and agrees that Programmer's obligations under this Paragraph 15.1 shall not be diminished or otherwise affected by Licensee's right to control the broadcast of Programmer's Programming on the Station, and Licensee's approval or failure to reject the broadcast of Programmer's Programming shall not operate as a waiver of Licensee's rights under this Paragraph 15.

15.2. **Notice of Claim.** The Indemnified Party shall notify the Indemnifying Party in writing as soon as practicable in sufficient time to avoid a default in responding to any

complaint to any governmental body and in any event within thirty (30) days of the occurrence of any event, or of its discovery of any facts, which in its opinion entitle or may entitle it to indemnification under Paragraph 15.1; provided, however, that failure to give such notice within such thirty (30) day period shall not affect the liability of the Indemnifying Party under Paragraph 15.1 unless such failure materially adversely affects the Indemnifying Party's ability to defend itself against the claim giving rise to the Indemnified Party's claim for indemnification or to cure the default giving rise to such claim. With respect to threatened or asserted claims of third parties, the Indemnifying Party shall promptly defend such claim by counsel of the Indemnifying Party's own choosing. The Indemnified Party shall reasonably cooperate in such defense. An Indemnified Party shall at all times have the right to employ separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless: (a) the employment of counsel by the Indemnified Party has been authorized by the Indemnifying Party; (b) the Indemnifying Party has not in fact employed counsel to assume the defense of the action within a reasonable time following receipt of notice; or (c) the Indemnified Party reasonably believes that the counsel selected by the Indemnifying Party has a conflict of interest in representing the Indemnified Party, in which instances the fees and expenses of such counsel shall be at the expense of the Indemnifying Party.

- 15.3. Cooperation. If the Indemnifying Party, within a reasonable time after notice of a claim hereunder, fails to defend such claim, the Indemnified Party shall be entitled to undertake the defense, compromise or settlement of such claim subject to the right of the Indemnifying Party to assume the defense of such claim at any time prior to the settlement, compromise or final determination thereof. Anything in this Paragraph 15 to the contrary notwithstanding: (i) if there is a reasonable probability that a claim may adversely affect the Indemnified Party, the Indemnified Party shall have the right (but not the obligation) to defend, at the Indemnified Party's cost, or to compromise or settle such claim; (ii) if the facts giving rise to indemnification hereunder shall involve a possible claim by the Indemnified Party against a third party, the Indemnified Party shall have the right, at its own cost and expense, to undertake the prosecution, compromise and settlement of such claim; (iii) the Indemnifying Party will not, without the Indemnified Party's written consent, settle or compromise any claim or consent to any entry of judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect to such claim; and (iv) the Indemnifying Party shall not be liable for any settlement or compromise to which it did not consent, which consent shall not be unreasonably withheld. If a claimant is willing to settle a claim and give an unconditional general release to the Indemnified Party, the Indemnifying Party is willing to pay the settlement, but the Indemnified Party refuses to consent, then the Indemnifying Party may not settle but may tender the agreed upon settlement amount and thereafter be relieved of the obligation to defend the claim further.

16. **Events of Default; Cure Periods and Remedies.**

16.1. Events of Default. The following shall, after the expiration of the applicable cure periods (if any) set forth in Paragraph 16.2 (Cure Periods), each constitute an “**Event of Default**” under this Agreement:

16.1.1. Non-Payment. Programmer's failure to pay when due the License Fees and other amounts payable by Programmer under this Agreement, if any; or

16.1.2. Default in Covenants. Either party defaults in the material observance or performance of any material covenant, condition or agreement contained herein; or

16.1.3. Bankruptcy. Either party: (i) shall make a general assignment for the benefit of creditors; (ii) files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party has not been dismissed or discharged within sixty (60) days thereof; or

16.1.4. Breach of Representation. Any material representation or warranty herein made by either party hereto, or in any certificate or document furnished by either party to the other pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished and such misrepresentation materially prejudices the other party.

16.2. Cure Periods. An Event of Default (except where such Event of Default arises from Programmer's failure to fully and timely make payments provided for in Paragraph 2) shall 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 or events that if not cured would constitute an Event of Default and specifying the action necessary to cure the Event of Default within such period to the reasonable satisfaction of the non-defaulting party. This period may be extended for a reasonable period of time, if the defaulting party is acting in good faith to cure the default and such delay is not materially adverse to the other party. Where an Event of Default arises from Programmer's failure to fully and timely make payments provided for in Paragraph 2 hereof, such an Event of Default shall not be deemed to have occurred until five (5) business days after Licensee shall have provided the Programmer with written notice specifying the non-payment or lateness in payment that if not cured would constitute an Event of Default. Upon the expiration of the five (5) business day period following date of such notice, the occurrence of an Event of Default by Programmer pursuant to Paragraph 16.1.1 hereof shall be deemed to exist, unless, within such five (5) business day period, payment in full shall have been made by Programmer to Licensee of all sums due to Licensee pursuant to Paragraph 2 hereof. Upon the occurrence of such an

Event of Default pursuant to Paragraph 16.1.1 hereof, Licensee shall have the right to terminate this Agreement pursuant to Paragraph 16.3 hereof.

- 16.3. Termination Upon Default; Remedies. Upon the occurrence of an Event of Default, as defined above, the non-defaulting party may terminate this Agreement provided that it is not also in material default hereunder. If Programmer has defaulted in the performance of its obligations hereunder, Licensee shall be under no further obligation to make available to Programmer any further broadcast time or broadcast transmission facilities following the calendar month in which such Event of Default shall have occurred and any Local Programming Agreements shall be re-assigned to Licensee, subject to Licensee's rights to accept or reject any assignment pursuant to Paragraph 19.3.

17. Termination Upon Order of Governmental Authority.

- 17.1. In the event that a federal, state or local government authority (including, without limitation, the FCC) orders, or takes or announces other action which would require, in the written opinion of FCC counsel to each of Programmer and Licensee, the termination of this Agreement and/or the curtailment, in any materially adverse manner, of the transactions contemplated by this Agreement or, the relationship between the parties hereto or the provision of programming by Programmer hereunder, either party, at its option, may: (a) seek administrative or judicial relief from such order in which event the parties shall cooperate with each other, provided that the party seeking such relief shall be responsible for legal fees and costs incurred in such proceedings; or (b) elect to terminate this Agreement upon ten (10) days' prior written notice to the other party. In the event of termination of this Agreement by either party pursuant to clause (b) of the preceding sentence, and in the event that the effective date of termination of this Agreement shall occur in the middle of a calendar month, Programmer shall be entitled to a proration of the sums owed to or paid to Licensee pursuant to Paragraph 2 hereof provided that Programmer is not in default under this Agreement as of the effective date of such termination of this Agreement. If the FCC designates the license renewal application of the Station for a hearing as a consequence of this Agreement or for any other reason, or initiates any revocation or other proceeding with respect to the authorizations issued to Licensee for the operation of the Station, and Licensee elects to contest the action, then Licensee shall be responsible for its expenses incurred as a consequence of the FCC proceeding; provided, however, that Programmer shall at its own expense cooperate and comply with any reasonable request of Licensee to assemble and provide to the FCC information and/or testimony relating to Programmer's performance under this Agreement. In the event of termination of this Agreement as the consequence of any government order, Licensee shall cooperate reasonably with Programmer to the extent permitted to enable Programmer to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such Programming the consideration which otherwise would have been paid to Programmer by such advertisers or program suppliers. In the event of termination of

this Agreement as the consequence of any government order, Programmer shall be entitled to pursue collection of its own accounts receivable accrued from any advertiser which has contracted directly with Programmer for the purchase of advertising time on the Station. In the event that the validity of any portion of this Agreement is called into question by the FCC or as the result of any change in FCC Rules, the parties hereto shall consult with the FCC and its staff concerning such matters and shall negotiate in good faith a modification to this Agreement which would obviate any such FCC questions as to validity while preserving, to the extent possible, the intent of the parties and the economic and other benefits of this Agreement and the portion thereof whose validity is called into question. If the parties cannot agree within a reasonable time to a modification or modifications deemed necessary by either party to meet FCC requirements, either party may terminate this Agreement upon ten (10) days' written notice to the other party.

17.2. Notwithstanding the provisions of Paragraph 17.1, in the event a change in FCC Rules requires that Programmer or Licensee apply for a waiver or approval of the FCC in order to enter into or perform this Agreement, Programmer and Licensee agree to cooperate in making the necessary application and further agree that, if required, the Effective Date of this Agreement shall be postponed to the date that the FCC takes favorable action on such application.

18. **Representations and Warranties.** Both Licensee and Programmer represent and warrant to the other that they are legally qualified, empowered and able to enter into this Agreement, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which either party is subject or by which it is bound. Each party hereto represents and warrants that it has taken all necessary corporate and other necessary action to make this Agreement legally binding on such party, and that the individual signing this Agreement on behalf of such party has been fully authorized and empowered to execute this Agreement on behalf of such party. Each party further represents and warrants to the other that such party has unrestricted authority to broadcast any Programming provided by it for broadcast on the Station, and that neither party shall broadcast any material in violation of the Copyright Act, 17 V.S.C. §101 et seq. Each party further represents and warrants that the broadcasting or other distribution of Programming provided by it shall not violate any applicable laws or the rights of others, including without limitation, any copyright, trademarks, patent, service marks or other intellectual or proprietary rights. Each party hereto further represents and warrants to the other that it is in material compliance with all FCC Rules or other governmental regulations regarding station ownership rules including, without limitation, rules regarding local marketing or time brokerage agreements of radio stations.

19. **Liabilities Upon Termination.**

19.1. Upon the effective date of termination, Programmer shall be responsible for all debts and obligations of Programmer to third parties based upon the purchase of air

time on the Station and, except as described in Paragraph 1.1, use of Licensee's transmission facilities including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for Licensee's federal, state and local income and business franchise tax liabilities or taxes levied upon Licensee's real estate or personal property. Any and all tax obligations with respect to Licensee's employees are the sole responsibility of Licensee, and any and all tax obligations with respect to the employees of Programmer are the sole responsibility of Programmer.

19.2. If Programmer terminates this Agreement pursuant to the terms hereof, Programmer shall have no further obligations or liabilities to Licensee under this Agreement, except for those provisions which expressly survive the expiration or sooner termination of this Agreement, and the obligation to immediately pay in full to Licensee all sums owed by Programmer to Licensee under this Agreement through the effective date of termination.

19.3. Upon termination of this Agreement for any reason: (i) Programmer shall promptly vacate any portion of the Station's facilities used by Programmer, if any, leaving them in the condition in which they were found, reasonable wear and tear excepted; and (ii) Programmer and Licensee shall cooperate with each other in order to ensure an orderly transition of programming from Programmer to Licensee, including, without limitation, assignment of any programming or advertising agreements as determined by Licensee at its sole discretion. For the avoidance of doubt, Licensee shall have the option to accept or reject any assignment of an agreement from Programmer to Licensee.

20. **Right of First Offer; Right to Match**. If at any time during the Term, Licensee intends to transfer the Station's assets and FCC license to any third party (a "**Station Sale**") other than to an "Affiliate" (as defined below), Licensee shall notify Programmer of such intention as soon as reasonably practicable under the circumstances (the "**Purchase Notice**"). Programmer shall have fifteen (15) business days following the receipt of the Purchase Notice to deliver a written non-binding offer to Licensee containing the terms and conditions of a Station Sale to Programmer (a "**Purchase Offer**"). Any Purchase Offer shall be for all cash paid at closing, including assumption of any real property leases and with a commitment to file for the FCC's consent within ten (10) business days of signing and close within ten (10) business days of receiving FCC consent (provided that all other closing conditions are satisfied or waived). Licensee may reject or accept the Purchase Offer in its sole discretion. If Licensee accepts the Purchase Offer, Programmer and Licensee shall have thirty (30) days to enter into a definitive agreement reflecting the Purchase Offer terms. If Programmer and Licensee fail to enter into a definitive agreement, and Licensee receives an offer for a Station Sale from any bona fide third-party purchaser, Programmer will have fifteen (15) business days to match the collective terms of any such third party offer ("**Right to Match**"). In the event Programmer decides to decline its Right to Match in writing within the designated period, and Licensee completes a Station Sale to the same third-party purchaser, Licensee shall, at Licensee's option, either (a) pay Programmer a fee in the amount of [REDACTED] which shall be due

and payable by Licensee within sixty (60) days of the closing of the Station Sale and assignment or transfer of the FCC license for the Station; or (b) extend the then-remaining term of the ESPN Digital Sales Agreement for a period of an additional four (4) years; provided however, in no event shall the term of the ESPN Digital Sales Agreement be extended beyond September 30, 2029. For the avoidance of doubt, Licensee shall have no obligation to issue a Purchase Notice, accept a Purchase Offer or otherwise notify Programmer of any sale of the Transmitter Site (“**Transmitter Site Sale**”). In the event Licensee executes a Transmitter Site Sale, Licensee shall sell and Programmer shall accept the sale and transfer of Licensee’s FCC license in exchange for the FCC License Sales Price (as defined herein), provided that any such sale and transfer of Licensee’s FCC license shall be subject to receipt of prior FCC approval. “**FCC License Sale Price**” means the greater of: (a) the total amount of License Fees due Licensee during the term of the Agreement but not paid to Licensee as of date of the Transmitter Site Sale; or (b) an amount equal to six (6) times Cash Flow (as defined herein) of the Station during the twelve most recent complete months prior to the date of execution of the documents authorizing the Transmitter Site Sale divided by two (2). “**Cash Flow**” means the gross revenues of Licensee from operations of the Station (excluding License Fees) minus the aggregate amount of all amounts paid or payable by Licensee in respect to the reasonable operating and business expenses of the Station, including but not limited to, expenditures for: (i) Licensee Operating Expenses; (ii) salaries and benefits for Licensee’s employees; and (iii) Licensee’s compliance with FCC rules and regulations. Programmer shall be solely responsible for securing a tower location, studio space, equipment, and other material required for broadcasting pursuant to the FCC license. Any Transmitter Site Sale shall provide Programmer with at least twenty-four (24) months to relocate the Station. As used herein, the term “Affiliate” means, with respect to any person (including legal entities), any other person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the person specified. The term “control” (including the terms “controlling,” “controlled by” and “under common control with”) means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

21. **Notices.** All necessary notices, demands and requests permitted or required under this Agreement shall be in writing and shall be delivered by overnight courier, addressed as follows:

If to Licensee:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

With a copy to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to Programmer:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

With a copy to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

or such other address as the respective addressee may indicate by written notice. Each notice, demand, request or communication which shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the delivery receipt, or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is intentionally refused by the individual named addressee upon presentation.

- 22. **Modification and Waiver.** No modification of any provision of this Agreement shall in any event be effective unless the same shall be in writing and executed by the parties hereto and then such modification shall be effective only in the specific instance and for the purpose for which given.

- 23. **Construction.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the choice of law rules utilized in that state, and the obligations of the parties hereto are subject to all federal, state and local laws and regulations now or hereafter in force and to FCC Rules and the rules, regulations and policies of all other applicable government entities or authorities presently or hereafter to be constituted. All actions or proceedings arising out of or relating to this Agreement shall be brought in a state or federal court sitting in New York, New York County.

- 24. **Headings.** The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

25. **Assignment.** Licensee may assign this Agreement to any party. Programmer may assign this Agreement to any party, provided that any such assignment of this Agreement shall be subject to Licensee's prior written consent. Furthermore, in the event Programmer experiences a Change of Control (as defined below) without receiving Licensee's prior written consent to the assignment of this Agreement, Licensee shall have the right to immediately terminate this Agreement. A "Change of Control" shall have occurred when any person or entity has acquired, in a single transaction or series of related transactions and whether by way of merger, consolidation, purchase or otherwise, either: (i) at least fifty percent (50%) of the outstanding equity securities of Programmer or its Affiliates; or (ii) Control of the Programmer or its Affiliate successor.
26. **Entire Agreement.** This Agreement and its attachments constitute the entire agreement between the parties and supersede any and all prior agreements, whether written or oral, regarding the subject matter herein. All prior negotiations between the parties have been merged into this Agreement, and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein.
27. **No Partnership or Joint Venture Created.** Nothing in this Agreement shall be construed to make Licensee and Programmer partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.
28. **Severability.** In the event any provision contained in this Agreement is held to be invalid, illegal or unenforceable, such holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
29. **Survival.** The provisions of Paragraphs 7.2.2., 7.2.3., 14, 15, 20, 21 and 25 shall survive the expiration or earlier termination of this Agreement (as well as any other provision of this Agreement that by its terms explicitly or impliedly survives the expiration or earlier termination of this Agreement).
30. **Legal Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, personal representatives, successors and assigns.
31. **Nondiscrimination.** In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, neither party shall discriminate in any contract for advertising on the Station on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Both parties shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

32. **Confidentiality.** The terms of this Agreement shall be confidential; Licensee and Programmer shall not disclose to any third party (other than to Licensee, Programmer, or ABC's respective employees, auditors, attorneys and agents in their capacity as such who are under a similar obligation of confidentiality) any information respecting the terms of this Agreement except: (a) to the extent necessary to comply with law, legal process or the valid order of a court of competent jurisdiction; (b) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys (and said parent company, auditors and attorneys agree to be bound by the provisions of this subsection); and/or (c) in order to enforce its rights hereunder. Any party disclosing such information hereunder shall give the other party hereto notice of the nature and scope of such disclosure, and the justification therefore pursuant to this section, as promptly as possible and in any event reasonably prior to any such disclosures being made.

ACCEPTED AND AGREED TO:

GOOD KARMA BROADCASTING, LLC

By: _____

Craig Karmazin
Chief Executive Officer

SPORTS RADIO CHICAGO, LLC, LICENSEE OF WMVP-AM

By: _____

Traug Keller
Senior Vice President
Production Business Divisions