

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of September 1, 2017 between Alpha Media Licensee LLC, a Delaware limited liability company ("Licensee") and Dick Broadcasting Company, Inc. of Tennessee, a Tennessee corporation ("Programmer").

Recitals

A. Licensee owns and, along with Alpha Media LLC ("Alpha Media"), operates the radio stations attached hereto as *Exhibit A* attached hereto (collectively, the "Stations") pursuant to licenses issued by the Federal Communications Commission ("FCC").

B. Licensee desires to obtain programming for the Stations, and Programmer desires to provide programming for broadcast on the Stations on the terms set forth in this Agreement.

C. Licensee and Alpha Media (as Seller) and Programmer (as Buyer) are parties to an Asset Purchase Agreement (the "Purchase Agreement") of even date herewith with respect to the Stations.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin on September 25, 2017 (the "LMA Commencement Date") and will continue until (i) with respect to the Greenville/Myrtle Beach Stations (as defined on *Exhibit A*), the earlier of the date one (1) year after the LMA Commencement Date or closing under the Purchase Agreement with respect to such Stations and (ii) with respect to the Savannah/Hilton Head Stations (as defined on *Exhibit A*), December 31, 2019, in each case unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement).

2. Programming. During the Term, Programmer shall purchase from Licensee airtime on the Stations for the price and on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the "Program" or "Programs") for broadcast on the Stations twenty-four (24) hours per day, seven (7) days per week, excluding the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the "Broadcasting Period"). Programmer will transmit, at its own cost, its Programs to the Stations' transmitting facilities in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Stations' broadcasts prior to commencement of the Term. Notwithstanding anything herein to the contrary, the Stations shall continue to broadcast any programming required to be aired under the terms of the Station Contracts (as defined in the Purchase Agreement).

3. Broadcasting. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs, subject to the provisions of Section 6 below. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any Station Contracts and Programmer shall perform the obligations of Licensee thereunder.

4. Advertising. Licensee shall retain all of the Stations' accounts receivable existing on the LMA Commencement Date. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Stations and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all such collections. All contracts for advertising on the Stations which may be entered into by Programmer shall terminate upon the termination of this Agreement (other than a termination at closing under the Purchase Agreement).

5. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Exhibit B* attached hereto.

6. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term. Without limiting the generality of the foregoing, Licensee will: (a) employ a manager for each market in which the Stations operate, who will report to Licensee and will direct the day-to-day operations of the Stations, and who shall have no employment, consulting, or other relationship with Programmer, (b) employ a second employee for each market in which the Stations operate, who will report and be solely accountable to the manager, and (c) retain control over the policies, programming and operations of the Stations. Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Without limiting the preceding sentence, Licensee reserves the right to (A) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (B) preempt any Program in the event of a local, state, or national emergency, or (C) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions.

7. Music Licenses. During the Term, Licensee will obtain and maintain its current music licenses with respect to the Stations.

8. Programs.

(a) Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. On or before January 7, April 7, July 7 and October 7 of every year during the Term, Programmer shall provide to Licensee a list of significant community issues addressed in the Programs during the preceding quarter and the specific Programs that addressed such issues.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

9. Expenses. During the Term, Programmer will be responsible for (a) the salaries, taxes, insurance and other costs for all personnel used in the production of the Programs supplied to Licensee (including, without limitation, any obligations arising under any employment agreements of employees hired by Programmer on the LMA Commencement Date pursuant to the Purchase Agreement (such employment agreements being assigned to and assumed by Programmer on the LMA Commencement Date)), and (b) the costs of delivering the Programs to Licensee. Subject to Section 5 hereof, Licensee will pay for its employees contemplated by Section 6 hereof, maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Stations' broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites. Subject to Section 5 hereof, Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.

10. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters which may be assigned by the FCC for use by the Stations, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC.

11. Maintenance. During the Term, Licensee shall maintain the operating power of the Stations and shall repair and maintain the Stations' towers and transmitter sites and equipment consistent with its past practice.

12. Facilities. During the Term, Licensee shall provide Programmer access to and the use of Licensee's studios and offices for the Stations for purposes of performing its obligations under this Agreement and for no other purpose. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's management personnel, and shall not (a) act contrary to the terms of any lease for the premises, (b) permit to exist any lien, claim or encumbrance on the premises, or (c) interfere with the business and operation of Licensee on such premises. This Section 12 is subject and subordinate to Licensee's leases for such studio and office facilities and does not constitute a grant of any real property interest.

13. Representations. Programmer and Licensee each represent and warrant to the other that (a) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (b) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (c) it has duly authorized this Agreement, and this Agreement is binding upon it, and (d) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

14. Purchase Agreement. This Agreement shall terminate automatically upon closing under the Purchase Agreement with respect to the Stations subject to such closing. This Agreement may be terminated by either party by written notice to the other in the event of any expiration or termination of the Purchase Agreement with respect to the Stations subject to such termination.

15. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, (i) any non-monetary Event of Default will not be deemed to have occurred until fifteen (15) calendar 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, and (ii) a five (5) business day cure period (without need for notice of default) shall be permitted for a monetary Event of Default, but no more than two such cure periods for monetary defaults shall be permitted in any calendar year. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section 15(c), the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. Any termination of this Agreement for breach or default of this Agreement shall constitute a termination only with respect to the Stations to which such breach or default applies. If this Agreement is terminated for any reason other than at closing under the Purchase Agreement, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status *quo ante*. Failure of Licensee to broadcast the Programs due to facility maintenance, repair or modification or due to any reason out of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder.

16. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Stations, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Stations, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this Section 16 shall survive any termination of this Agreement.

17. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

18. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. 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 may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in

the Stations' public inspection files.

19. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or email transmission (without receipt of a delivery failure notification) or confirmed delivery by a nationally recognized overnight courier service, or on the third (3rd) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice in accordance with the terms of this Section 19):

If to Programmer: Dick Broadcasting Company, Inc. of Tennessee
192 East Lewis Street
Greensboro, NC 27406
Attention: J. Allen Dick, Jr.
E-mail: allend@dbcradio.com

with a copy (which shall
not constitute notice) to: Schell Bray PLLC
1500 Renaissance Plaza
230 North Elm Street
Greensboro, North Carolina 27401
Attention: Thomas C. Watkins
E-mail: tcwatkins@schellbray.com

If to Licensee: Alpha Media LLC
1211 SW 5th Avenue, Suite 750
Portland, OR 97204
Attention: Larry Wilson, Chairman
E-mail: Larry@alphamediausa.com
Attention: Donna Heffner, Chief Strategy Officer
E-mail: Donna.Heffner@alphamediausa.com

with a copy (which shall
not constitute notice) to: Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Attention: Kathleen A. Kirby
E-mail: KKirby@wileyrein.com

20. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This

Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. This Agreement (including the Exhibits hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

21. Certifications. Licensee certifies that it maintains ultimate control over the Stations' facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

22. Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Stations on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Programmer shall include a clause to such effect in all contracts for advertising on the Stations, and if requested shall provide written confirmation of compliance with such requirement.

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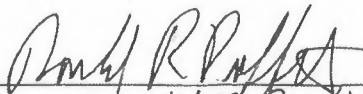
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SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE:

ALPHA MEDIA LICENSEE LLC

By: 
Name: Donald R. Proffitt
Title: PRESIDENT

PROGRAMMER:

DICK BROADCASTING COMPANY, INC. OF
TENNESSEE

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE:

ALPHA MEDIA LICENSEE LLC

By: _____
Name:
Title:

PROGRAMMER:

DICK BROADCASTING COMPANY, INC. OF
TENNESSEE

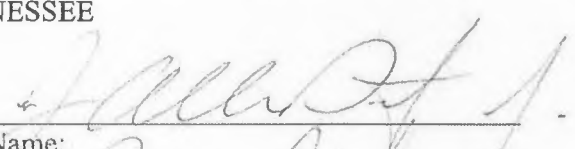
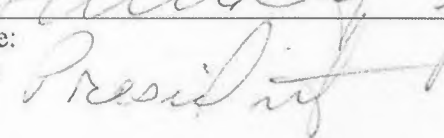
By:  _____
Name:
Title: 

EXHIBIT A

Stations

Following are the “Greenville/Myrtle Beach Stations”:

Greenville, NC:

WERO(FM), Washington, NC (FCC Facility ID 64609)
WRNS(AM), Kinston, NC (FCC Facility ID 36944)
WRNS-FM, Kinston, NC (FCC Facility ID 36950)
WXQR-FM, Jacksonville, NC (FCC Facility ID 28172)
WQSL(FM), Jacksonville, NC (FCC Facility ID 28171)
WQZL(FM), Belhaven, NC (FCC Facility ID 47883)
WANG(AM), Havelock, NC (FCC Facility ID 47108)

Myrtle Beach, SC:

WKZQ-FM, Forestbrook, SC (FCC Facility ID 13890)
WRNN(AM), Myrtle Beach, SC (FCC Facility ID 24775)
WRNN-FM, Socastee, SC (FCC Facility ID 53949)
WYAV(FM), Myrtle Beach, SC (FCC Facility ID 36947)
WMYB(FM), Myrtle Beach, SC (FCC Facility ID 27265)
W288DK, Myrtle Beach, SC (FCC Facility ID 153336)

Following are the “Savannah/Hilton Head Stations”:

WFXH-FM, Hilton Head Island, SC (FCC Facility ID 48367)
WGCO(FM), Midway, GA (FCC Facility ID 11674)
WHHW(AM), Hilton Head Island, SC (FCC Facility ID 48366)
WUBB(FM), Bluffton, SC (FCC Facility ID 16844)
WRWN(FM), Port Royal, SC (FCC Facility ID 72387)
WXYY(FM), Rincon, GA (FCC Facility ID 54805)
W228CI, Hilton Head Island, SC (FCC Facility ID 153405)

EXHIBIT B

Fees

1. Expense Reimbursement. In addition to the Greenville/Myrtle Beach Fee (defined below) and the Savannah/Hilton Head Fee (defined below), during the Term, Programmer shall reimburse Licensee for the operating and maintenance expenses of the Stations incurred by Licensee in the ordinary course of business (each such reimbursement due within twenty (20) days after invoice). Licensee shall provide Programmer with such reasonable supporting information for such invoices as Programmer may reasonably request.

2. Greenville/Myrtle Beach Fee. During the Term, with respect to the Greenville/Myrtle Beach Stations, Programmer shall pay Licensee a monthly fee (the "Greenville/Myrtle Beach Fee") in an amount equal to eighty percent (80%) of Licensee's projected Broadcast Cash Flow (defined below) for each month for the Greenville/Myrtle Beach Stations, in the following amounts:

September 2017	-	\$137,000
October 2017	-	\$157,000
November 2017	-	\$141,000
December 2017	-	\$93,000

If the Term with respect to the Greenville/Myrtle Beach Stations is expected to continue into 2018, then reasonably prior to December 31, 2017, Licensee and Programmer shall agree on the specific Greenville/Myrtle Beach Fees due in each month of 2018. Each Greenville/Myrtle Beach Fee payment shall be due in advance on the first day of each such month, and any partial period shall be prorated. As used herein, "Broadcast Cash Flow" means, for any month, the budgeted income from the Greenville/Myrtle Beach Stations, as reasonably determined in the ordinary course of business, after deducting operating expenses but before deducting interest, income taxes, corporate expenses, barter, depreciation and amortization, calculated on an accrual basis and determined in accordance with generally accepted accounting principles.

3. Savannah/Hilton Head Fee. During the Term, with respect to the Savannah/Hilton Head Stations, Programmer shall pay Licensee the following monthly fees (the "Savannah/Hilton Head Fee"):

(i) during the first six (6) months of the Term with respect to the Savannah/Hilton Head Stations, the Savannah/Hilton Head Fee shall be zero (\$0);

(ii) during months seven (7) through twelve (12) of the Term with respect to the Savannah/Hilton Head Stations, the Savannah/Hilton Head Fee shall be Five Thousand Dollars (\$5,000) per month; and

(ii) beginning on the first anniversary of the LMA Commencement Date and during each month of the Term thereafter with respect to the Savannah/Hilton Head Stations, the Savannah/Hilton Head Fee shall be Ten Thousand Dollars (\$10,000) per month.

Each such payment shall be due in advance on the first day of each such month, and any partial period shall be prorated.

4. Force Majeure. Notwithstanding anything herein to the contrary, during the pendency of any force majeure event (outside of Programmer's reasonable control) in which the Greenville/Myrtle Beach Stations or the Savannah/Hilton Head Stations are unable to broadcast for more than forty-eight (48) consecutive hours, the Greenville/Myrtle Beach Fee or the Savannah/Hilton Head Fee (as applicable) shall be reduced pro rata for the period such Stations are unable to broadcast.

FIRST AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS FIRST AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Amendment") is made as of October 31, 2017 between Alpha Media Licensee LLC, a Delaware limited liability company ("Licensee") and Dick Broadcasting Company, Inc. of Tennessee, a Tennessee corporation ("Programmer").

Recital

Licensee and Programmer are parties to a Local Programming and Marketing Agreement (the "LMA") dated September 1, 2017 with respect to the radio stations described on *Exhibit A* attached thereto and desire to amend the LMA as set forth herein.

Agreement

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Employees. Licensee and Programmer hereby amend Section 6 of the LMA to clarify that during the Term, Licensee will employ the two employees described in such Section on a full-time basis for each market in which the Stations operate, so long as required by FCC rules and regulations.
2. Miscellaneous. Capitalized terms used herein and not defined shall have the respective meanings set forth in LMA. Except as expressly set forth herein, the LMA has not been amended or modified. This Amendment may be executed in multiple counterparts.

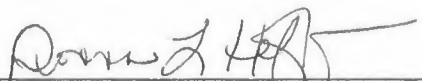
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO FIRST AMENDMENT TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE:

ALPHA MEDIA LICENSEE LLC

By: 
Name: Donna L. Altner
Title: CSO

PROGRAMMER:

DICK BROADCASTING COMPANY, INC. OF
TENNESSEE

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO FIRST AMENDMENT TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT

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


LICENSEE:

ALPHA MEDIA LICENSEE LLC

By: _____
Name:
Title:

PROGRAMMER:

DICK BROADCASTING COMPANY, INC. OF
TENNESSEE

By: 
Name: Dick Harlow
Title: COO
6/30/17

SECOND AMENDMENT TO LOCAL PROGRAMMING AND MARKETING
AGREEMENT

THIS SECOND AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Amendment") is made as of August 28, 2019 between Alpha Media Licensee LLC, a Delaware limited liability company ("Licensee") and Dick Broadcasting Company, Inc. of Tennessee, a Tennessee corporation ("Programmer").

Recitals

- A. Licensee and Programmer are parties to a Local Programming and Marketing Agreement (the "LMA") dated September 1, 2017, as amended October 31, 2017.
- B. The parties closed on Programmer's acquisition from Licensee of the Greenville/Myrtle Beach Stations on December 20, 2017, and accordingly only the Savannah/Hilton Head Stations are subject to the LMA.
- C. Licensee and Programmer desire to further amend the LMA on the terms set forth herein.

Agreement

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Amendments. Licensee and Programmer hereby amend the LMA as follows:
 - (i) Section 1 of the LMA is hereby amended to provide that the Term will continue until December 31, 2021, unless earlier terminated in accordance with the terms of the LMA;
 - (ii) *Exhibit B* to the LMA is hereby amended to provide that the Savannah/Hilton Head Fee shall be Twelve Thousand Five Hundred Dollars (\$12,500) per month, to be paid by Programmer to Licensee in addition to the expense reimbursement set forth on *Exhibit B*, all due as set forth in the LMA; and
 - (iii) Section 6 of the LMA is hereby amended to clarify that during the Term, Licensee will employ one employee on a full-time basis at the Savannah/Hilton Head Stations, unless otherwise required by FCC rules and regulations.
2. Miscellaneous. Capitalized terms used herein and not defined shall have the respective meanings set forth in LMA. Except as expressly set forth herein, the LMA has not been amended or modified and is in full force and effect in accordance with its terms. This Amendment may be executed in multiple counterparts and by electronic signature (which shall be considered an original).

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO SECOND AMENDMENT TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT**

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

LICENSEE:

ALPHA MEDIA LICENSEE LLC

By:

Name:

Title:


Name: John Grassi
Title: CFO

PROGRAMMER:

**DICK BROADCASTING COMPANY, INC. OF
TENNESSEE**

By:

Name:

Title:

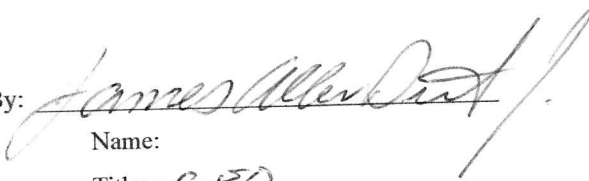
By:

Name:

Title:

PROGRAMMER: DICK BROADCASTING COMPANY, INC. OF TENNESSEE

By:



Name:

Title: CEO

THIRD AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS THIRD AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Amendment") is made as of September 23, 2020 between Alpha Media Licensee LLC, a Delaware limited liability company ("Licensee") and Dick Broadcasting Company, Inc. of Tennessee, a Tennessee corporation ("Programmer").

Recitals

- A. Licensee and Programmer are parties to a Local Programming and Marketing Agreement (the "LMA") dated September 1, 2017, as amended October 31, 2017 and August 28, 2019.
- B. The parties closed on Programmer's acquisition from Licensee of the Greenville/Myrtle Beach Stations on December 20, 2017, and accordingly only the Savannah/Hilton Head Stations are now subject to the LMA.
- C. Licensee and Programmer desire to further amend the LMA as set forth herein.

Agreement

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Unpaid Savannah/Hilton Head Fees. If not already paid, then concurrent with the execution of this Amendment, Programmer shall pay Licensee the total amount of all unpaid Savannah/Hilton Head Fees and expense reimbursements due to Licensee under the LMA. Receipt by Licensee of such payments is a condition to the effectiveness of the amendments described in Section 2 of this Amendment.

2. Amendment. Licensee and Programmer hereby amend *Exhibit B* to the LMA as follows:

(i) the Savannah/Hilton Head Fee shall be as follows, in each case to be paid by Programmer to Licensee in addition to the expense reimbursement set forth on *Exhibit B* to the LMA, all due as set forth in the LMA:

- (A) for each of July, August and September 2020 – \$0;
- (B) for each of October, November and December 2020 – an amount equal to fifty percent (50%) of the Broadcast Cash Flow (defined below) of the Savannah/Hilton Head Stations; and
- (C) for each month in calendar year 2021 – for each month, the greater of:
(1) the Minimum Payment set forth below for the applicable month or
(2) an amount equal to fifty percent (50%) of the Broadcast Cash Flow of the Savannah/Hilton Head Stations, but not more than a payment to Licensee of Twelve Thousand Five Hundred Dollars (\$12,500) per month.

<u>Fiscal Quarter</u>	<u>Minimum Payment</u>
Q1 2021	\$2,500/mo
Q2 2021	\$3,500/mo
Q3 2021	\$5,000/mo
Q4 2021	\$7,500/mo

(ii) The Purchase Price to be paid by Programmer to Licensee at Closing under the Purchase Agreement shall be increased by an amount equal to the difference between (A) One Hundred Fifty Thousand Dollars (\$150,000) and (B) the total amount of the Savannah/Hilton Head Fees paid to Licensee during calendar year 2021.

(iii) As used herein, "Broadcast Cash Flow" means, for any month, the income from the Savannah/Hilton Head Stations, after deducting operating expenses of the Savannah/Hilton Head Stations, but before deducting applicable interest, income taxes, corporate expenses, barter, depreciation and amortization, calculated on an accrual basis and as reasonably determined by Programmer in the ordinary course of business and in accordance with generally accepted accounting principles and as agreed to by Licensee.

(iv) Licensee and Programmer shall agree on the amount of any intercompany expenses allocable to the Savannah/Hilton Head Stations prior to October 1, 2020.

(v) Licensee shall have the right to review, verify and comment on all of Programmer's calculations, records and supporting documentation related to Broadcast Cash Flow. Licensee and Programmer shall use commercially reasonable efforts to promptly resolve any disputes as to the amount of Broadcast Cash Flow through good faith negotiations.

3. Miscellaneous. Capitalized terms used herein and not defined shall have the respective meanings set forth in LMA. Except as expressly set forth herein, the LMA has not been amended or modified and is in full force and effect in accordance with its terms. This Amendment may be executed in multiple counterparts and by electronic signature (which shall be considered an original).

[SIGNATURE PAGE FOLLOWS]

4819-9398-1388

SIGNATURE PAGE TO THIRD AMENDMENT TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE:

ALPHA MEDIA LICENSEE LLC

By:



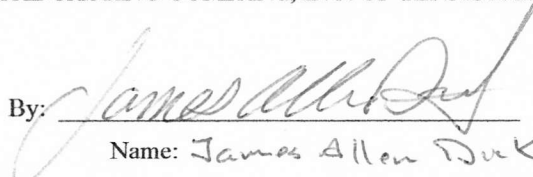
Name: Bob Proffitt

Title: President/CEO

PROGRAMMER:

DICK BROADCASTING COMPANY, INC. OF TENNESSEE

By:



Name: James Allen Duck

Title: Owner

FOURTH AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS FOURTH AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Amendment") is made as of September , 2021 between Alpha Media Licensee LLC, a Delaware limited liability company ("Licensee") and Dick Broadcasting Company, Inc. of Tennessee, a Tennessee corporation ("Programmer").

Recitals

A. Licensee and Programmer are parties to a Local Programming and Marketing Agreement (the "LMA") dated September 1, 2017, as amended October 31, 2017, August 28, 2019 and September 23, 2020.

B. The parties closed on Programmer's acquisition from Licensee of the Greenville/Myrtle Beach Stations on December 20, 2017, and accordingly only the Savannah/Hilton Head Stations are now subject to the LMA.

C. Licensee and Programmer desire to further amend the LMA as set forth herein.

Agreement

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Unpaid Savannah/Hilton Head Fees. If not already paid, then concurrent with the execution of this Amendment, Programmer shall pay Licensee the total amount of all unpaid Savannah/Hilton Head Fees and expense reimbursements due to Licensee under the LMA. Receipt by Licensee of such payments is a condition to the effectiveness of the amendments described in Sections 2 and 3 of this Amendment.

2. Amendment to LMA Fee. Licensee and Programmer hereby amend *Exhibit B* to the LMA to provide that the Savannah/Hilton Head Fee shall be as follows, in each case to be paid by Programmer to Licensee in addition to the expense reimbursement set forth on *Exhibit B* to the LMA, all due as set forth in the LMA:

(A) for each month between January 2022 and June 2022, Twelve Thousand Five Hundred Dollars (\$12,500) per month, and

(B) for each month between July 2022 and December 2022, Fifteen Thousand Dollars (\$15,000) per month.

3. Amendment to LMA Term. Licensee and Programmer hereby amend Section 1 of the LMA to provide that the Term will continue until December 31, 2022, unless earlier terminated in accordance with the terms of the LMA.

4. Miscellaneous. Capitalized terms used herein and not defined shall have the respective meanings set forth in LMA. Except as expressly set forth herein, the LMA has not been amended or modified and is in full force and effect in accordance with its terms. This Amendment may be executed in multiple counterparts and by electronic signature (which shall be considered an original).

[SIGNATURE PAGE FOLLOWS]

4829-8312-5754

SIGNATURE PAGE TO FOURTH AMENDMENT TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE:

ALPHA MEDIA LICENSEE LLC

By:

Name: *Bob Puffert*
Title: President/CEO

PROGRAMMER:

DICK BROADCASTING COMPANY, INC. OF TENNESSEE

By:

James A. Deaf
Name:
Title: *Owner*