

LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (this “*Agreement*”), made as of the 2nd day of November, 2015, is by and between Wilks Broadcast-Columbus LLC, a Delaware limited liability company (“*WBC*”), and Franklin Communications, Inc., a Delaware corporation (“*Programmer*”).

RECITALS

WBC is the parent of Wilks License Company-Columbus LLC, a Delaware limited liability company (“*License Co.*”, and, together with WBC, the “*WBC Entities*” or “*Licensee*”) which holds the FCC licenses for radio station WLVQ (FM) Columbus, Ohio (Facility ID# 11277) (the “*Station*” and said licenses being collectively the “*Licenses*”).

Licensee and Programmer are parties to an Asset Purchase Agreement, dated as of even date herewith (the “*Purchase Agreement*”), pursuant to which Licensee has agreed to sell and Programmer has agreed to purchase the Assets (as defined therein) on the terms and conditions set forth therein. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Purchase Agreement.

Licensee is also entering into or proposing to enter into an asset purchase agreement, and WBC is entering into or proposing to enter into a local marketing agreement, with Radio One, Inc., or a designee thereof (“*Radio One*”), relating to radio station WZOH(FM), licensed to Lancaster, OH (Facility ID No. 72311), and WHOK(FM), licensed to Circleville, OH (Facility ID No. 64717) (as the same may be in effect from time to time, the “*Radio One APA*” and the “*Radio One LMA*”, respectively, and such radio stations being the “*Radio One Stations*”).

Pending the Closing under the Purchase Agreement, Programmer desires to avail itself of broadcast time on the Station for its programming and advertising, subject to the terms and limitations set forth in this Agreement and in accordance with the rules, regulations and policies of the Federal Communications Commission (the “*FCC*”).

Therefore, for and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SALE OF TIME

1.1 **Broadcast of Programming.** During the Term (as defined below), WBC shall make available broadcast time on the Station for the broadcast of Programmer’s programming (the “*Programming*”), subject to the terms and limitations set forth in this Agreement, for no less than 168 hours a week except for: (a) downtime occasioned by routine maintenance materially consistent with prior practice and upon 48 hours prior notice to Programmer; (b) 2 hours between 5:00 a.m. and 9:00 a.m. on Sunday mornings on the Station and at other times reasonably agreeable to WBC and Programmer during which time Licensee may broadcast programming designed to address the concerns, needs and

interests of the Station's listeners; (c) times when Programmer's programs are not accepted or are preempted in accordance with this Agreement; and (d) times when the Station is not broadcasting because of a Force Majeure Event (as defined below); provided that, any and all Programming must be, and Programmer hereby covenants that all Programming shall be, in compliance in all material respects with all applicable laws, rules, regulations and orders, including without limitation, the Communications Laws. Any programming (other than the Programming) licensed, produced, selected or delivered by Licensee for broadcast on the Station during the Term, including programming described in **Section 2.2** below, shall hereinafter be referred to as "Licensee Programming."

1.2 Advertising and Programming Revenues. During the broadcast time on the Station made available to Programmer pursuant to the terms of this Agreement, Programmer shall have the authority to sell for its own account commercial time on the Station. During the Term, Programmer shall retain all revenues from the broadcast or sale of all advertising time on the Station and all other sources of revenue and advertising relating to the Station (including, without limitation, from the Station's website). Licensee shall not sell any advertising on the Station, except as otherwise contemplated by this Agreement.

1.3 Force Majeure. Any failure or impairment of facilities, any delay or interruption in broadcasting of any Programming, or any failure at any time to furnish any facilities, in whole or in part, for broadcasting, due to any of the following: acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, or any other causes beyond the reasonable control of Licensee or Programmer (collectively, "*Force Majeure Events*" and individually, a "*Force Majeure Event*"), shall not constitute a breach of this Agreement, and neither WBC nor Programmer, as the case may be, will be liable to the other party therefor.

1.4 Main Studio and Studio Equipment. Programmer may originate the Programming from WBC's existing office and studio facility for the Station (the "*Main Studio*"), using the studio equipment located in the Main Studio which is included in the Assets (the "*Studio Equipment*"). To enable Programmer to fulfill its obligations hereunder, Licensee shall make the Main Studio and Studio Equipment, including all production, programming, office, computer, telephone and other equipment and facilities of Licensee included in the Assets, reasonably available to Programmer for its use for the production of the Programming and sale of advertising on the Station under this Agreement, it being understood that Licensee will also make the Main Studio, and equipment covered by the Radio One APA and the Radio One LMA available to Radio One for purposes related to the Radio One Stations and the Radio One LMA. Programmer shall be entitled to locate any and all personnel as it reasonably deems appropriate at the Main Studio, it also being understood that Radio One will also be entitled to locate personnel in the Main Studio in connection with the Radio One LMA, and that Programmer will cooperate with Radio One in connection with all aspects of their joint use of the Main Studio. Programmer shall not allow any other persons (other than its employees, advisors, consultants or representatives, and employees, advisors, consultants and representatives of Radio One) to enter the Main Studio without the express prior

permission of WBC. Programmer agrees (i) to take good and proper care of the Main Studio in accordance with all lease requirements and obligations applicable to the Station, (ii) to take good and proper care of the Studio Equipment, subject to ordinary wear and tear, and (iii) to comply with all obligations, requirements, rules and regulations imposed by the landlord or sub-landlord for the location at which the Main Studio is located, including those under each lease applicable to such location. Programmer shall also have the right, but not the obligation, to deliver Programming to Station from Programmer's existing studios in the Columbus Radio Market.

1.5 **Payments.** In consideration of the rights granted under this Agreement, Programmer shall timely pay WBC the fees and pay and reimburse WBC for costs and expenses relating to the Station as provided in Schedule 1.5 hereto.

1.6 **Term.** The term of this Agreement (the "*Term*") shall commence at 12:01 a.m., local Station time (the "*LMA Effective Time*") as soon as commercially reasonable after the date of this Agreement, as determined by Programmer in its reasonable discretion, but in no event later than November 16, 2015. The date when the Term commences is referred to in this Agreement as the "*Commencement Date*". This Agreement shall terminate on the earlier of (a) 12:01 a.m. on the date of the Closing under the Purchase Agreement, (b) 12:01 a.m. on the date that is the last day of the first full calendar month following the date of the termination of the Purchase Agreement for any reason other than the Closing thereunder (provided, however, that, if the Purchase Agreement is terminated as described in this subsection (b), WBC shall have the option to terminate the Term earlier upon not less than 5 days written notice to Programmer), and (c) such time as this Agreement or the Term is terminated pursuant to **Article 7** hereof.

1.7 **License to Use Call Sign.** WBC hereby grants Programmer a limited license to use Licensee's call signs included in the Assets (the "*Call Sign*") for its broadcast and promotion of the Programming and the other activities of Programmer with respect to the Station permitted by this Agreement, in each case during the Term. Programmer agrees that the nature and quality of all activities, and services rendered by it in connection with the Call Sign shall conform to reasonable quality standards set by and under the control of Licensee consistent with past practice of the Station. If WBC becomes aware of any fact which in its opinion indicates that Programmer is using the Call Sign in a manner that does not conform with WBC's reasonable quality standards, WBC may notify Programmer in writing and request that Programmer conform its use of the Call Sign to WBC's reasonable quality standards. If Programmer does not so conform its use of the Call Signs with reasonable promptness, WBC may terminate the license granted hereby as to the Call Sign upon not less than 10 days prior written notice to Programmer, if such non-conformance is not corrected within such 10-day period. Programmer agrees to cooperate with WBC to control the nature and use of the Call Signs, to supply promptly WBC with audio recordings and uses of the Call Sign in accordance with WBC's reasonable request, and to use the Call Sign only in accordance with this **Section 1.7**. Programmer further agrees to notify promptly Licensee in writing of any legal action or claim commenced or threatened against it or any of its affiliates which relates to the Call Sign or to the quality of any of the Programming.

2. OBLIGATIONS AND RIGHTS OF WBC

Programmer acknowledges and agrees that Licensee is and shall remain responsible for operating the Station in the public interest and controlling the day-to-day operations of the Station in conformance with the Licenses. Without limiting the generality of the foregoing, it is agreed that:

2.1 **Absolute Right to Reject Programming.** Licensee shall have the absolute right to reject any Programming, including advertising announcements or other material, which WBC reasonably determines is contrary to the public interest, the Communications Act of 1934, as amended (the "*Communications Act*"), or any of the FCC's rules, regulations and policies (the "*Rules*," and together with the Communications Act, the "*Communications Laws*"). WBC reserves the right not to permit the broadcast of any Programming containing any matter that Licensee in its sole discretion believes is, or may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Station to be, violative of any third party intellectual property rights, defamatory, indecent, obscene, profane or otherwise in violation of law. Licensee may take any other actions necessary to ensure the Station's operations comply with the laws of the United States, the laws, rules and regulations of the State of Ohio, the Communications Laws (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. Licensee may suspend, cancel or refuse to permit the broadcast of any portion of the Programming pursuant to this **Section 2.1** without reduction or offset in the amounts payable by Programmer under this Agreement. If Licensee suspends, cancels or otherwise refuses to permit the broadcast of any Programming, and Licensee broadcasts substitute programming, Licensee shall promptly remit to Programmer any revenues received by Licensee in respect of such substitute programming.

2.2 **Right to Preempt Programming for Special Events and Public Interest Programming.** Licensee shall have the absolute right to preempt Programming in order to broadcast a program deemed by Licensee, in its sole discretion, to be of greater national, regional or local public interest or significance, or to provide public service programming, and to use part or all of the hours of operation of the Station for the broadcast of events of special importance. In all such cases, WBC will use commercially reasonable efforts to give Programmer reasonable advance notice of its intention to preempt the Programming. If Licensee preempts the broadcast of any Programming under this **Section 2.2**, (a) there shall be no reduction or offset in or on the payments obligations of Programmer under this Agreement, and (b) Licensee shall promptly remit to Programmer any revenues received by Licensee in respect of such substitute programming.

2.3 **Public Service Programming.** WBC shall have the right to preempt Programming in order for Licensee to broadcast public service programming at the times set forth in **Section 1.1** hereof.

2.4 **Political Advertising, Public File, Etc.** The parties acknowledge that Licensee is ultimately responsible for complying with the Communications Laws with respect to: (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (b) the broadcast and nature of public service programming; (c) the maintenance of political and public inspection files and the Station's logs; (d) the ascertainment of issues of community concern; and (e) the preparation of all quarterly issues/programs lists.

2.5 **Maintenance and Repair of Transmission Facilities.** Subject to Schedule 1.5 hereto, WBC shall use good faith efforts to maintain the Station's transmission equipment in its current operating condition, reasonable wear and tear and Force Majeure Events excepted, and WBC shall continue to contract with local utility companies for the delivery of electrical power to the Station's transmitting facilities. Subject to Schedule 1.5 hereto, if the Station suffers any loss or damage to its transmission facilities which results in the interruption of service or the inability of the Station to operate with maximum authorized facilities, WBC shall notify Programmer as soon as reasonably practicable and shall, as soon as reasonably practicable, undertake repairs to restore full-time operation of the Station with its maximum authorized facilities, after the occurrence of any such loss or damage. If WBC does not complete such repairs within a reasonable time, Programmer may cooperate with WBC by undertaking such repairs, subject to WBC's control and supervision. Subject to such requirement and limitations as shall be applicable under any lease or license agreement pertaining thereto, WBC shall make all transmitters, transmitter buildings, transmission services and tower sites of the Station available to Programmer for the purposes contemplated by this Agreement.

2.6 **Main Studio.** WBC shall maintain a main studio for the Station as required under the Communications Laws.

3. **OBLIGATIONS AND RIGHTS OF PROGRAMMER**

Programmer shall not take any action, or omit to take any action, inconsistent with Licensee's obligations under the Communications Laws to retain ultimate responsibility for the programming and technical operations of the Station. Whenever at the Main Studio or otherwise on any of the premises of the Station, all of Programmer's personnel shall be subject to the supervision and the direction of the Station Managers (as defined in Section 4.1(a) below). Without limiting the generality of the foregoing, Programmer agrees as follows:

3.1 **Compliance with Laws and Station Policies.** All Programming shall conform in all material respects to all applicable provisions of the Communications Laws, all other laws or regulations applicable to the broadcast of programming by the Station, and the programming regulations prescribed in Schedule 3.1 hereto. At no time during the Term shall Programmer or any of its employees, representatives or agents represent, hold out, describe or portray Programmer as the licensee of the Station.

3.2 **Cooperation with Licensee.** Programmer, on behalf of Licensee, shall furnish or insert within the Programming all Station identification announcements required by the Communications Laws, and shall, upon request by WBC, provide (a) such information about Programming that is responsive to the public needs and interests of the area served by the Station, so as to assist Licensee in the preparation of any required programming reports, and (b) all other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain, and upon Licensee's written request therefor, deliver to WBC, all records and information required by the FCC to be placed in the public inspection file of the Station, including all records and information pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Title 47 CFR Sections 73.1943 and 73.3526 and The Bipartisan Campaign Reform Act of 2002. Programmer additionally agrees that broadcasts of sponsored programming addressing political issues or controversial subjects of public importance shall comply with the provisions of Title 47 CFR Section 73.1212. Programmer shall consult with WBC and adhere in all material respects to all applicable provisions of the Communications Laws, with respect to the carriage of political advertisements and political programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to "equal opportunities") and the charges permitted for such programming or announcements. Programmer shall cooperate with WBC to ensure compliance with the Rules regarding Emergency Alert System tests and alerts.

3.3 **Payola and Plugola.** Programmer shall provide to WBC in advance any information known to Programmer regarding any money or other consideration which shall have been paid or accepted, or shall have been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Without limiting any of Programmer's other obligations, Programmer shall at all times comply in all material respects with the requirements of Title 47 USC Sections 317 and 507 and the related FCC Rules.

3.4 **Handling of Communications.** Programmer shall provide WBC with the original or a true and complete copy of any correspondence from a member of the public relating to any of the Programming to assist Licensee in its compliance with the requirements of the Communications Laws, including those regarding the maintenance of the public inspection file. Licensee shall not be required to receive or handle mail, facsimiles, e-mails or telephone calls in connection with any of the Programming unless WBC hereafter expressly agrees to do so in writing. WBC shall forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate exclusively to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers or other payments for services or advertising.

3.5 **Compliance with Copyright Act.** Programmer shall cause all music in the Programming to be (a) licensed by a music licensing agent such as ASCAP, BMI, or SESAC, (b) in the public domain, or (c) cleared at the source by Programmer. Programmer shall maintain and continue to maintain, on its own behalf, blanket licenses with each of the music licensing agencies, including, without limitation, SESAC, ASCAP and BMI. Licensee shall not be obligated to pay, and Programmer shall be solely responsible for, any music licensing fees or other similar fees, charges or expenses required in connection with the Programming.

4. **RESPONSIBILITY FOR EMPLOYEES AND EXPENSES**

4.1 **Responsibility for Employees and Expenses.**

(a) During the Term, the Station's manager (who shall have the duties and responsibilities of a "Chief Operator" under the Communications Laws), and the Production Manager shall be those persons employed or retained by WBC who are so designated by WBC (collectively the "*Station Managers*"), and they shall report and be solely accountable to Licensee. All of Programmer's personnel whenever at the Main Studio or any premises of the Station shall be subject to the supervision and direction of the Station Managers. As of the Commencement Date, the Station's manager and Production Manager shall initially be those persons identified on Schedule 4.1 hereto.

(b) Subject to Programmer's timely compliance with Schedule 1.5 hereto, WBC shall be responsible for paying: (i) lease payments under the Real Property Leases; (ii) utility costs (telephone, electricity, etc.) relating to the Station's transmitter sites and the Main Studio; (iii) maintenance and repair costs for the transmitting equipment to the extent WBC's responsibility under **Section 2.5**; (iv) all costs, including real estate and personal property taxes, insurance and maintenance, relating to its ownership of real property; (v) the salaries, taxes, insurance and related costs for WBC's personnel identified on Schedule 4.1 hereto; and (vi) FCC regulatory fees with respect to the Licenses.

4.2 **Programmer's Responsibility for Employees and Expenses.**

(a) Programmer shall provide any transmitter duty operators required for the operation of the Station during any period when the Programming is being broadcast. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all personnel and facilities used in connection with its rights and obligations under this Agreement.

(b) Programmer shall be responsible for timely paying all costs, including fees to ASCAP, BMI and SESAC, attributable to the Programming. Programmer shall obtain and maintain its own ASCAP, BMI and SESAC licenses from and after the Commencement Date and shall not use, operate under, or be responsible for the payment of any fees in connection with, the ASCAP, BMI or SESAC licenses held by Licensee.

(c) Programmer shall at all times maintain at its expense and with reputable insurance companies commercially reasonable coverage for broadcaster's liability insurance, worker's compensation insurance and commercial general liability insurance, and shall cause each entity comprising Licensee to be named as an additional insured with respect to the same.

(d) Programmer shall have sole responsibility for the following:

(i) Any and all costs and expenses incurred in connection with the production or distribution of or otherwise associated with the Programming;

(ii) Any and all costs and expenses for or in connection with any and all personnel used in connection with the Programming and/or marketing or advertising relating thereto, including but not limited to salary, commissions and benefits;

(iii) Any and all costs and expenses associated with any use or misuse of any facility, equipment, furnishings or fixtures of or used for the Station or any Programming or attributable to any negligence, act or omission of Programmer or any of the personnel, agents, representatives or contractors thereof; and

(iv) Any and all costs and expenses associated with the sales, operations and back office functions for the Station and/or the Programming.

5. ASSIGNMENT AND ASSUMPTION OF CERTAIN AGREEMENTS, RIGHTS AND OBLIGATIONS

5.1 **Assignment and Assumption.** On the Commencement Date, except to the extent provided in **Section 5.2** below (and without intending any double counting or double payment to the extent reimbursement obligations under Schedule 1.5 would also be deemed covered by this **Section 5.1**), WBC shall, and be deemed to, assign to Programmer, and Programmer shall, and be deemed to, assume and agrees to pay, discharge and perform all liabilities, obligations and commitments of Licensee under the LMA Period Assumed Station Contracts (as defined below) to the extent they arise or relate to any period or event from and after the LMA Effective Time. In addition, during the Term, Licensee shall endeavor to provide to Programmer the financial and business benefits of other Assigned Contracts (that is, other than the LMA Period Assumed Station Contracts) and to enforce, at the request, but only at the sole cost and expense, of Programmer, for the account of Programmer, the rights of Licensee arising under such Assigned Contracts, and Programmer shall perform the obligations under such Assigned Contracts to the extent they arise or relate to any period from and after the LMA Effective Time. The "*LMA Period Assumed Station Contracts*" means (i) all time sale agreements for the Station entered into in the ordinary course of business, and (ii) those agreements referred to in Schedule 1.4 to the Purchase Agreement.

5.2 **Receivables.** If WBC or any of its Affiliates shall collect or receive any payment in respect of any accounts receivable of Programmer, WBC shall remit the same to

Programmer, on or before the fifth Business Day following the end of the calendar month in which any such collection or receipt occurs.

5.3 Third-Party Consents. WBC and Programmer shall use their commercially reasonable efforts to obtain third-party consents necessary for the assignment of any LMA Period Assumed Station Contract. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any LMA Period Assumed Station Contract or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such LMA Period Assumed Station Contract. If such consent is not obtained prior to the Commencement Date (a) WBC and Programmer shall use their commercially reasonable efforts to (i) obtain such consent as soon as practicable after the Commencement Date, (ii) provide to Programmer the financial and business benefits of any such LMA Period Assumed Station Contract, and (iii) enforce, at the request of Programmer, for the account, but at the sole cost and expense, of Programmer, any rights of Licensee arising from any such Assumed Contract; and (b) Programmer shall be deemed to have assumed the obligations and liabilities under such LMA Period Assumed Station Contract in accordance with this Agreement. Notwithstanding the foregoing, neither Licensee nor any of its Affiliates shall be required to pay consideration (except as may be specifically contemplated by the relevant LMA Period Assumed Station Contract) to any third party to obtain any consent.

6. INDEMNIFICATION

6.1 Indemnification. From and after the LMA Effective Time, each of Programmer and WBC (each, in the appropriate case, the “*Indemnifying Party*”) shall indemnify, defend, protect and hold harmless the other, and the other’s Affiliates, from and against, and reimburse them for, all Losses arising from claims by third parties against the applicable indemnified party relating to (a) Programming (in the case of Programmer as the Indemnifying Party) or any content thereof, or Licensee Programming (in the case of WBC as the Indemnifying Party) or any content thereof, whether broadcast on the Station, posted on a Station website, or included in any Station Internet stream, including any Losses arising from any investigation initiated or fines or forfeitures imposed by the FCC arising out of the action or inaction by the Indemnifying Party and any Losses arising from any claim for libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right; (b) the use and/or occupancy of the Station, any of the Assets, the Main Studio or the Studio Equipment by the Indemnifying Party or any employee, agent or invitee of the Indemnifying Party, including any Losses arising from any claims for damages for injuries to or death of persons and for damages to property arising out of such use and/or occupancy; or (c) any breach by the Indemnifying Party of any representation, warranty, covenant or other agreement under this Agreement.

6.2 Procedure for Indemnification, Computation of Indemnifiable Losses and Sole Remedy. The provisions of Sections 7.3 and 7.4 and Article 11 of the Purchase Agreement shall apply with respect to matters covered by this **Article 6** as if the Indemnifying Party under this Agreement were the Indemnifying Party under said Sections

7.3 and 7.4 and Article 11, and as if the indemnified party under this Agreement were the Indemnified Party under said Sections, and as if such matters covered hereby were covered by said Sections.

7. **TERMINATION FOR ANY REASON OTHER THAN THE CLOSING**

7.1 **Termination.** This Agreement may be terminated as follows:

(a) By either WBC or Programmer, upon written notice to the other party, if, subject to **Section 9.4**, this Agreement shall have been declared invalid or illegal in whole or in material part by an order or a decree of the FCC or any other administrative agency or court of competent jurisdiction, and such order or decree shall have become final and shall no longer be subject to further administrative or judicial review;

(b) By the mutual written consent of both parties; or

(c) As provided in **Section 1.6** hereof.

The date that such termination becomes effective is herein referred to as the “*Termination Date*.”

7.2 **Effect of Termination.**

(a) If this Agreement expires or is terminated for any reason other than the occurrence of the Closing under the Purchase Agreement, the parties shall cooperate in good faith to immediately restore the *status quo ante*, except as otherwise expressly contemplated by this Agreement, including but not limited to the following:

(i) On the Termination Date, Programmer shall assign, transfer and convey to WBC all of Programmer’s rights in, to and under the LMA Period Assumed Station Contracts (as the same may have been renewed, modified or extended in the ordinary course of business on reasonable and customary terms), and all new contracts entered into (i) in the ordinary course of business (on reasonable customary terms and conditions) for Programming or advertising with respect to Station, or (ii) otherwise approved for such assignment by WBC, in each case pertaining exclusively to the Station that remain in effect on the Termination Date (collectively the “*Reassumed LMA Period Contracts*”). Programmer and WBC shall use commercially reasonable efforts to promptly obtain and deliver to WBC any necessary consents to the assignment of the Reassumed LMA Period Contracts to WBC.

(ii) WBC shall assume from Programmer those liabilities and obligations of Programmer first arising or accruing after the Termination Date pursuant to the Reassumed LMA Period Contracts, and Programmer shall be responsible for all liabilities and obligations under the Reassumed LMA Period Contracts arising or accruing at or after the LMA Effective Time until the Termination Date.

(iii) WBC and Programmer shall prorate to the Termination Date and promptly pay, as the case may be, thereafter the payments, reimbursements and fees provided for hereunder.

(iv) WBC shall cooperate reasonably with Programmer to the extent necessary to enable Programmer to fulfill all advertising commitments for periods after the Termination Date entered into in the ordinary course of business on reasonable and customary terms and conditions and then outstanding under the Reassumed LMA Period Contracts and Programmer shall timely pay or cause to be paid to WBC as compensation for the carriage of such advertising or programming all consideration which shall have already been paid to Programmer or any of Programmer's Affiliates, or which otherwise would have been paid to Programmer in respect of any of the foregoing.

(v) Programmer shall immediately return to WBC any equipment or property of the Station used by Programmer or any of its Affiliates, or any of the personnel or agents thereof, in the same condition, in all material respects, as such equipment existed on the date hereof, reasonable and ordinary wear and tear excepted.

(b) No expiration or termination of this Agreement shall terminate the indemnification obligations of Programmer or Licensee under this Agreement.

(c) If Programmer or any of its Affiliates shall collect or receive any payment on or after the Termination Date in respect of any accounts receivable of WBC, Programmer shall promptly remit the same to WBC without any right of setoff, on or before the fifth Business Day following the end of the calendar month in which any such collection or receipt occurs.

8. REQUIRED FCC CERTIFICATIONS

8.1 **Licensee's Certification.** Licensee hereby certifies that it shall maintain ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel, and programming.

8.2 **Programmer's Certification.** Programmer hereby certifies that this Agreement complies with the provisions of Section 73.3555(a) of the FCC's rules and regulations.

9. MISCELLANEOUS

9.1 **Amendment, Modification or Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

9.2 **No Waiver; Remedies Cumulative.** No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any

abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

9.3 **Governing Law; Waiver of Jury Trial.** The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without regard to its principles of conflict of law. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a Delaware state or federal court located in, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. The parties hereto hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

9.4 **Change in FCC Rules or Policies; Severability.** In the event that the FCC determines that this Agreement does not comply with the Communications Laws, the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws. In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect.

9.5 **Construction.** Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

9.6 **No Partnership or Joint Venture.** This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

9.7 **Entire Agreement.** This Agreement and the Purchase Agreement, and the

exhibits and schedules hereto and thereto, embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

9.8 **Benefit and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights under this Agreement, other than as collateral security to its institutional lenders, or upon the exercise by such lenders of their remedies in respect of such collateral security, without the other party's prior written consent, which consent may not be unreasonably withheld or delayed.

9.9 **Headings.** The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

9.10 **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing.

If to Programmer:

Franklin Communications, Inc.
c/o Saga Communications, Inc.
73 Kercheval Avenue, Suite 201
Grosse Pointe Farms, Michigan 48236
Attn: Samuel D. Bush, Treasurer
Facsimile: (313) 886-7150
Phone: (313) 886-7070
E-mail: sbush@sagacom.com

with a copy (which shall not constitute notice) to:

Smithwick & Belenduik, P.C.
5028 Wisconsin Avenue, NW
Suite 301
Washington, D.C. 20016
Attn: Gary S. Smithwick, Esq.
Facsimile: (202) 363-4366
Phone: (202) 363-4560
E-mail: gsmithwick@fccworld.com

and

Bodman PLC
201 W. Big Beaver Road, Suite 500
Troy, Michigan 48084

Attn: David C. Stone, Esq.
Facsimile: (248) 743-6022
Phone: (248) 743-6045
E-mail: dstone@bodmanlaw.com

If to WBC:

c/o Wilks Broadcast Group LLC
6470 E. Johns Crossing
Suite 450
Duluth, GA 30097
Attention: Mr. Jeffrey Wilks
Facsimile: (678) 240-8989

with copies, which shall not constitute notice, to:

The Wicks Group of Companies III, L.L.C.
400 Park Avenue
New York, NY 10022
Attention: Mr. Craig Klosk
Facsimile: (212) 223-2109

and

Golenbock Eiseman Assor Bell & Peskoe LLP
437 Madison Avenue
New York, NY 10022
Attention: Nathan E. Assor
Facsimile: (212) 754-0330

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile and received prior to 5:00 p.m. in the place of receipt (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

9.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Faxed or electronically delivered copies of this Agreement and faxed or electronically delivered signature pages shall be binding and effective as to each of the parties hereto and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever.

[Signature page follows]

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

Wilks Broadcast-Columbus LLC

By: Kevin Brady
Kevin Brady
Vice President

Franklin Communications, Inc.

By: _____
Name:
Title:

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

Wilks Broadcast-Columbus LLC

By: _____
Name: Kevin Brady
Title: Vice President

Franklin Communications, Inc.

By: Samuel D. Bush
Name: Samuel D. Bush
Title: Treasurer

SCHEDULE 1.5
PAYMENT SCHEDULE

1. From and after the Commencement Date, Programmer shall pay to WBC a monthly fee (the “*LMA Fee*”) as follows (subject to proration as described in the last sentence of this paragraph 1):

- (a) a prorated portion of \$90,000 for November 2015 equal to the portion of such month occurring from the Commencement Date through the end of the month;
- (b) \$90,000 for the month of December 2015;
- (c) \$50,000 for the months of January and February 2016;
- (d) \$70,000 for the month of March 2016;
- (e) \$80,000 for the month of April 2016;
- (f) 90,000 for the month of May 2016 and each month thereafter until termination of this Agreement.

The LMA Fee shall be due and payable in advance on or before the last day of each immediately preceding calendar month except that the payment due for November 2015 shall be paid within five (5) Business Days following the Commencement Date. The LMA Fee, if any, shall be prorated on a daily basis for any partial month of this Agreement.

2. Programmer shall also pay and reimburse Licensee for all direct and reasonable out-of-pocket costs and expenses incurred by any of the WBC Entities or any affiliate thereof associated with the ownership or operation of the Station or the use of the Assets (or any of them), and expressly excluding any allocation of corporate overhead or any other costs or expenses not directly resulting from operation of the Station or use of the Assets (“*Station Expenses*”), accruing at or after the LMA Effective Time (the “*Expense Reimbursement*”). The Expense Reimbursement shall be in addition to the fee payment described in paragraph 1 of this Schedule 1.5. Any Station Expenses included in the Expense Reimbursement that straddles the Term and any period beginning or ending before or after the Term that is not clearly allocable to periods before or after the Term shall be prorated between WBC and Programmer on the basis of the number of days elapsed or in such other manner as shall be equitable. Subject to the foregoing, the Station Expenses include but are not limited to the following, to the extent reasonable:

- (a) all lease and lease-related payment obligations for the Leased Real Property and all other direct costs incident thereto;
- (b) all utility costs (telephone, electricity, water, etc.) relating to the Station;

(c) all real estate and personal property taxes, if any, relating to any and all of the transmitter sites and the transmission equipment for the Station and the Studio Equipment or any of the foregoing;

(d) all costs associated with the employment and services, including salaries, taxes, insurance and related costs, of the Station manager and Production Director, hereto.

(e) all FCC regulatory fees and filing fees with respect to applications or other filings relating to the Station, excluding any filing fees arising out of any of the transactions contemplated by the Purchase Agreement, the obligation for which is set forth in the Purchase Agreement;

(f) all maintenance and repair costs for the transmission equipment and facilities for the Station, including without limitation the antennas, transmitters, transmission lines (including without limitation all costs of repairs or replacements as are necessary to maintain full time operation of the Station with maximum authorized facilities following the occurrence of any loss or damage), and for the Main Studio and Studio Equipment, including without limitation any casualty loss for which Programmer has assumed the risk under the Purchase Agreement;

(g) all costs for local engineering support for the Station;

(h) all other reasonable direct, out of pocket expenses of operation of the Station incurred by Licensee consistent with past practices;

(i) twenty-five percent (25%) of rental payment obligations for the Main Studio; provided that (i) Programmer would only be responsible for such percentage of the rental payment obligations for the Main Studio for the period that Programmer utilizes the Main Studio and (ii) Programmer will have no rental payment reimbursement obligations to Licensee or Radio One for the Main Studio for the first fifteen (15) days of the Term; and

(j) the costs and expenses of the web hosting, streaming and transitional services provided to Programmer— *e.g.*, streaming hosting fees, fees associated with hosting and operating the Web Sites and music licensing fees – to the extent historically allocated to the Station by WBC’s parent.

Programmer shall have the right to pay directly to the third party provider Station Expenses identified in (g) and (j) above to the extent permitted by applicable Law.

Without limiting any of the foregoing, attached as Annex 1.5 is a list of WBC’s estimates with respect to reasonable monthly Station Expenses contemplated by clauses (a) through (j) of this Section 2; it being acknowledged and agreed that such estimates are based on the previous two-month average of such Station Expenses.

3. Notwithstanding anything to the contrary contained in this Schedule 1.5 or in this Agreement, the Station Expenses shall not include, and Programmer shall not be responsible for, or be required to reimburse WBC for, any of the following:

(a) Licensee's income, sales and similar taxes based on or measured by Licensee's net income or revenues;

(b) interest on and principal of loans and/or indebtedness or extensions of credit and other fees, charges, costs and expenses relating to loans and/or indebtedness;

(c) legal, accounting and other professional fees and expenses, in connection with or arising out of this Agreement and/or the Purchase Agreement and/or the negotiation, administration, interpretation or closing of this Agreement and/or the Purchase Agreement;

(e) home office and corporate overhead costs of WBC's parent allocated or charged to the Station or Licensee; and

(f) Licensee's costs of insurance with respect to the Station.

4. Programmer shall pay the Expense Reimbursement to WBC within 10 days after invoicing for same by WBC to Programmer, which such invoice shall provide or be accompanied by reasonable detail and back-up documentation.

5. If Programmer fails to timely pay any amount within five days of the due date under this Schedule 1.5, such amount shall bear interest at 12% per annum until the date of actual payment.

Annex 1.5

<u>Station Expense Description</u>	<u>Monthly Estimate</u>
Wide Orbit Maintenance	\$78
Studio Lease ¹	\$3,106
Tower Rent	\$9,332
Tower Phones	\$242
WLWQ Call In Lines ²	\$553
Electricity	\$2,100
Voice Contracts	\$625
Nielsen	\$26,000
Marketron	\$743
Studio Phone/Internet ³	\$285
Cable ⁴	\$26
Amp Rewards for Wendy's	\$3,150
Second Street	\$250
LMA Employee Salaries	\$18,253
LMA Employee Benefits	\$1,200
LMA Employee Payroll Taxes	\$1,460
Total	\$67,403
One-time expenses	\$8,009

1 Represents Programmer's 25% pro rata portion to the extent the Main Studio is utilized by Programmer.

2 Expense only incurred if Programmer utilizes the Main Studio.

3 See footnote #1 above.

4 See footnote #1 above.

SCHEDULE 3.1
PROGRAM STANDARDS

Programmer agrees to cooperate with Licensee by providing Programming consistent with industry recognized commercially reasonable standards and in any event Programmer shall comply with the following in the preparation, writing, licensing, production, arranging for and broadcasting of all Programmer Programs:

1. Respectful of Faiths. The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.
2. No Denominational Attacks. Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.
3. Donation Solicitation. Requests for donations in the form of a specific amount, for example, "One Dollar to Five Dollars", shall not be made if there is any suggestion that such donation will result in miracles, cures, or prosperity. However, statements generally requesting donations to support a church or other charity are permitted.
4. Sale of Religious Artifacts. The offering for sale of religious artifacts or other items for which listeners would send money is prohibited unless such items are readily available in ordinary commerce or are clearly being sold for legitimate fund-raising purposes.
5. No Plugola or Payola. The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual advertising message or a commercial of a program sponsor, is prohibited.
6. No Lotteries. Announcements giving any information about lotteries or games prohibited by Federal, State or local law or regulation are prohibited.
7. No "Dream Books". References to "Dream Books", the "Straight Line", or other direct or indirect descriptions or solicitations relative to the "Numbers Game", or the "Policy Game", or any other form of gambling prohibited under local, State, or Federal law or regulation are prohibited.
8. Election Procedures. At least ninety (90) days before the start of any primary or regular election campaign, Programmer will clear with WBC the rate Programmer will charge for the time to be sold to candidates for the public office and/or their supporters to make certain that the rate charged conforms to the applicable laws and regulations and WBC's Station policy.
9. Required Announcements. Programmer shall broadcast on the Station (i) an announcement in a form satisfactory to WBC at the beginning of each hour to identify the Station, and (ii) any other announcement that may be required by any of the Communications Laws or WBC's Station policy.

10. Credit Terms Advertising. Pursuant to rules of the Federal Trade Commission, no advertising of credit terms shall be made beyond mention of the fact that, if desired, credit terms are available.

11. Commercial Record Keeping. Programmer shall not and shall not permit any of its Affiliates to, arrange for nor accept any consideration in money, goods, services, or otherwise, directly or indirectly, from any person or entity for the presentation of any programming over the Station without reporting the same in advance to and receiving the prior written consent of the Station manager. No commercial messages ("plugs") or undue references shall be made in programming presented over the Station to any business venture, profit making activity, or other interest (other than noncommercial announcements for *bona fide* charities, church activities, or other public service activities) in which Programmer (or anyone else) is directly or indirectly interested without the same having been approved in advance by the Station manager and such broadcast being announced as sponsored and logged.

12. No Illegal Announcements. No announcement or promotion prohibited by or inconsistent with any Federal, State or local law, rule or regulation pertaining to any lottery or game shall be made over the Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to WBC, which reserves the right in its sole discretion to reject any game, contest, or promotion.

13. Programmer shall cause to be included in all commercial contracts certification substantially as follows: *"Saga Communications, Inc. and all its subsidiaries and stations that it owns or operates prohibit all forms of discrimination in advertising contracts. We do not, and shall not, discriminate on the basis of race, ethnicity, or gender regarding advertising practices. All advertising agencies warrant, where applicable, that all radio and/or television commercials provided to our stations are properly licensed to be broadcast on radio and/or television stations and the associated internet streams."*

14. Discretion Paramount. In accordance with Licensee's responsibilities under the Communications Laws, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with WBC's Station policy or which in WBC's sole judgment would not serve the public interest.

15. Programming Prohibitions. Programmer shall not permit any Programming to possess or provide or give rise or be subject to any of the following:

- (a) False or unwarranted claims for any product or service.
- (b) Infringements of another advertiser's rights through plagiarism or unfair imitation of either a program idea or copy, or any other unfair competition.

- (c) Any disparagement of any competitor or competitive goods.
- (d) Any programming or announcement that is slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
- (e) Any price mentions except as permitted by WBC's then current policies.
- (f) Any testimonials which cannot be authenticated.
- (g) Any programming or advertising which describes in a repellent manner internal bodily functions or symptomatic results of internal disturbances, and any matters which are not considered acceptable topics in a social setting.
- (h) Any advertising matter or announcement which may, in the opinion of Licensee, be injurious or prejudicial to or inconsistent with the interests of the public or of the Station, principles of honest advertising, or reputable business in general.

16. Policy or Interpretation. In any case where questions of policy or interpretation arise, Programmer shall submit the same to WBC for decision before proceeding or making any commitment in connection therewith.

17. Waiver. WBC may waive any of the foregoing requirements in specific instances if, in WBC's opinion, good broadcasting in the public interest is served.

SCHEDULE 4.1
STATION MANAGERS

Gerald Elliot – Station manager (Chief Operator)

Robert Risher – Production Manager

WBC will have the right to reasonably replace any of the above persons from time to time upon prior notice to Programmer. Upon the prior consent of WBC, Programmer shall have the right to consult with, or seek assistance from, either or both of these persons, provided that Programmer acknowledges that these persons are solely employees of WBC and solely report to WBC, such consultation and/or assistance shall not interfere with their Station duties or obligations to WBC, and that WBC shall continue to have ultimate control over such employees.