

## **EXHIBIT A**

### **Reimbursement of Expenses – TBA Fee**

A. At the conclusion of each calendar month during the Term, the Broker will pay the Owner an amount equal to all of the costs reasonably incurred during such calendar month by the Owner in connection with its ownership and operation of the Station in accordance with the terms and conditions of this Agreement and the Purchase Agreement other than the Employee Costs (as defined below) (the "Monthly Costs"). The Monthly Costs shall be equal to the sum of all such expenses (including, but not limited to, all reasonable operating expenses resulting from broadcasting programming provided by Broker and all reasonable operating expenses otherwise incurred by Owner in connection with the operation of the Station and the performance of its obligations hereunder), for each calendar month incurred by Owner in connection with providing air time to Broker. The Monthly Costs shall be prorated pursuant to Section 2.7 of the Purchase Agreement. After each calendar month during the Term, the Owner will submit to the Broker an invoice for the Monthly Costs incurred during such month, and the amount of such costs reflected on any such invoice to the extent not previously advanced to the Owner will be due and payable on the 10th Business Day after the date upon which such invoice is received.

B. Broker shall pay Owner at least three (3) business days in advance of each payroll date during the Term, (i) the estimated Total Direct Payroll Costs (as defined below) payable for such payroll period, and (ii) the estimated Premiums (as defined below) for such payroll period. Owner shall provide an invoice to Broker for such estimated costs at least six (6) business days in advance of each payroll date during the Term. At least on a monthly basis Owner shall invoice and Broker shall pay Owner within ten (10) days of receipt of such invoice (i) the difference between the actual Total Direct Payroll Costs and Premiums and the amounts advanced (ii) all Insurance Costs, and (iii) all Out of Pocket Expenses. If any amount paid by Broker exceeds the actual Employee Costs, Owner shall reimburse Broker within three (3) business days of determining such actual costs. Buyer acknowledges that there will be a run out period on the Insurance Costs, and invoices for Insurance Costs and Out of Pocket Expenses shall extend for six (6) months beyond the end of the Term.

"Employee Costs" shall mean the sum of the Total Direct Payroll Costs, Premiums, Insurance Costs and Out of Pocket Expenses; provided, however, that notwithstanding anything to the contrary contained herein, Employee Costs shall in no event include any costs or expenses of any nature to the extent related to Control Employees.

"Insurance Costs" shall mean the cost of all claims incurred by Loaned Employees and their dependents ("Covered Individuals") under the Owner's medical, dental, prescription drug and vision plans ("Owner Health Plan") during the Term (whenever reported) in excess of the premiums paid by the Owner and the Covered Individuals for coverage under the Owner Health Plan.

"Out of Pocket Expenses" shall mean all actual out-of-pocket ancillary fees, costs or expenses incurred by Seller in connection with providing the Loaned Employees, including a pro rata share of any fees payable to third parties.

"Premiums" shall mean the employer portion of any premium payable with respect to Covered Individuals for coverage under the Owner Health Plan.

"Total Direct Payroll Costs" shall mean all payroll compensation amounts (wages, salaries, bonuses, incentive, severance and other payments, including expense and relocation reimbursements, if any) paid to Loaned Employees during the Term, as well as, all employer paid employment taxes payable thereon.

C. Notwithstanding anything in this Agreement or the Purchase Agreement to the contrary, the Broker shall not be responsible for reimbursing the Owner for compensation paid to employees of the Owner in excess of rates paid by Owner as of the date hereof and such increases after the date hereof made in the ordinary course of business.

D. If the Broker determines that an item appearing on an invoice submitted by the Owner is not properly payable by the Broker to the Owner under this Agreement, then the Broker shall nonetheless timely pay to the Owner all other items appearing on such invoice which the Broker does not object to, and the Broker shall submit with such timely payment a written objection to the disputed item which sets forth the specific basis for the Broker's objection. The Broker's opportunity to object to an item appearing on an invoice will be lost if the written objection of the disputed item is not provided within 30 calendar days after the date up on which the applicable invoice is received. With respect to any item subject to a written objection timely submitted by the Broker to the Owner, the Broker and the Owner agree to negotiate in good faith to reach a mutually agreeable resolution within the 10 calendar day period following the Owner's receipt of such objection. If no resolution is reached within such period, then each party may thereafter pursue its remedies as permitted by applicable law and this Agreement.

E. If the Closing has not been consummated by the 6 month anniversary of the date hereof, then in addition to the other amounts set forth on this Exhibit A, Broker shall pay to Owner a monthly fee of Eighty Thousand Six-Hundred Eighty-Two Dollars (\$80,682) for each calendar month, starting with and including March 2014, until the Closing has been consummated. Such payment shall be made in arrears, by wire transfer of immediately available funds not later than the third business day of the month immediately following the month to which such payment relates, and shall be prorated for any partial month.