

**APA SCHEDULES
(SCHEDULES ATTACHED)**

SCHEDULE A

FCC LICENSES

WOKR Renewal of License (BR-20140117AAR) (see attached authorization)

W238DG License (BLFT-20181102AAR) (see attached authorization)

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE, BR-20140117AAR, WAS GRANTED ON 05/23/2014 FOR A TERM EXPIRING ON 06/01/2022.

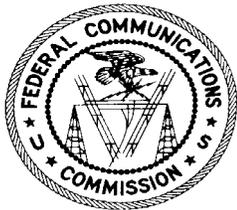
THIS IS YOUR LICENSE RENEWAL AUTHORIZATION FOR STATION WOKR.

FACILITY ID: 88676

LOCATION: CANANDAIGUA, NY

THIS CARD MUST BE POSTED WITH THE STATION'S LICENSE CERTIFICATE AND ANY SUBSEQUENT MODIFICATIONS.

GENESEE MEDIA CORPORATION
195 MAIN STREET
DANSVILLE, NY 14437



United States of America
FEDERAL COMMUNICATIONS COMMISSION
AM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

GENESEE MEDIA CORPORATION
 195 MAIN STREET
 DANSVILLE NY 14437

Son Nguyen
 Supervisory Engineer
 Audio Division
 Media Bureau

Facility Id: 88676

Call Sign: WOKR

License File Number: BL-19970418AA

Grant Date: May 05, 1998

This license expires 3:00 a.m.
 local time, June 01, 2006.

This license covers Permit No.: BP-840515AF

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Hours of Operation: Unlimited

Average hours of sunrise and sunset:
 Local Standard Time (Non-Advanced)

Jan.	7:45 AM	5:00 PM	Jul.	4:45 AM	7:45 PM
Feb.	7:15 AM	5:45 PM	Aug.	5:15 AM	7:15 PM
Mar.	6:30 AM	6:15 PM	Sep.	5:45 AM	6:15 PM
Apr.	5:30 AM	6:45 PM	Oct.	6:15 AM	5:30 PM
May	4:45 AM	7:30 PM	Nov.	7:00 AM	4:45 PM
Jun.	4:30 AM	7:45 PM	Dec.	7:30 AM	4:30 PM

Callsign: WOKR

License No.: BL-19970418AA

Name of Licensee: GENESEE MEDIA CORPORATION

Station Location: CANANDAIGUA, NY

Frequency (kHz): 1310

Station Class: B

Antenna Coordinates:

Night

Latitude: N 42 Deg 53 Min 20 Sec

Longitude: W 77 Deg 19 Min 09 Sec

Transmitter(s): Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Nominal Power (kW): Night: 1.0

Antenna Input Power (kW): Night: 1.3

Antenna Mode: Night: DA

(DA=Directional Antenna, ND=Non-directional Antenna; CH=Critical Hours)

Current (amperes): Night: 5

Resistance (ohms): Night: 50

Antenna Registration Number(s):

Night:

Tower No.	ASRN	Overall Height (m)
1	1025933	
2	1025934	
3	1025935	
4	1025936	

DESCRIPTION OF DIRECTIONAL ANTENNA SYSTEM

Theoretical RMS (mV/m/km): Night: 345.2

Standard RMS (mV/m/km):

Augmented RMS (mV/m/km): Night: 363.13

Q Factor: Night: 20.65

Theoretical Parameters:

Night Directional Antenna:

Tower No.	Field Ratio	Phasing (Deg.)	Spacing (Deg.)	Orientation (Deg.)	Tower Ref Switch *	Height (Deg.)
1	1.0000	48.300	0.0000	0.000	0	93.5
2	1.8100	-95.400	90.0000	333.000	0	93.5
3	1.9180	105.500	180.0000	333.000	0	93.5
4	0.9950	-48.800	270.0000	333.000	0	93.5

* Tower Reference Switch

0 = Spacing and orientation from reference tower

1 = Spacing and orientation from previous tower

Augmentation Parameters:

Aug No.	Central Azimuth (Deg. T)	Span (Deg.)	Radiation at Central Azimuth (mV/m @ 1 km)
1	35.5	10.0	45.00
2	270.5	10.0	40.00

Night Directional Operation:

Twr. No.	Phase (Deg.)	Antenna Monitor Sample Current Ratio
1	152	
2	0	
3	-161	
4	48	

Antenna Monitor: POTOMAC INSTRUMENTS AM-19(204)

Sampling System Approved Under Section 73.68 of the Rules.

Monitoring Points:

Night Operation:

Radial (Deg. T)	Distance From Transmitter (kM)	Maximum Field Strength (mV/m)
35.5	4.75	
87.5	6.12	
134.5	4.75	
171.5	5.15	
218.5	3.93	

Special operating conditions or restrictions:

- 1 The authority granted herein is subject to the conditions that (a) the fundamental field strength, as determined by Commission measurements, in the immediate vicinity of the location described by the geographical coordinates 42 degrees 54' 48" N. Latitude, and 77 degrees 15' 59" W. Longitude, shall not exceed 34 mV/m at any time; (b) additionally, in the event of any interference to monitoring, direction finding, or related operations of the Commission's Canandaigua, New York Monitoring facility caused by either spurious or harmonic radiation, the licensee shall take prompt corrective action as necessary to eliminate the interference, including provision, installation, and adjustments of suitable filter circuits, shielding or other appropriate devices which may be required to eliminate the transmitted interference; (c) if at any time this station fails to comply with the requirements of either (a) or (b) above, the station shall immediately either reduce power or cease operation or take such corrective action as necessary to comply.

*** END OF AUTHORIZATION ***



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER
STATION LICENSE

Authorizing Official:

Official Mailing Address:

GENESEE MEDIA CORPORATION
195 MAIN STREET
DANSVILLE NY 14437

Nazifa_Sawez
Assistant Chief
Audio Division
Media Bureau

Facility Id: 202662

Call Sign: W238DG

License File Number: BLFT-20181102AAR

Grant Date: November 23, 2018

This license expires 3:00 a.m.
local time, June 01, 2022.

This license covers permit no.: BNPFT-20181004AAH

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Name of Licensee: GENESEE MEDIA CORPORATION

Principal community to be served: NY-CANANDAIGUA

Primary Station: WOKR (AM) , Frequency 1310 kHz, CANANDAIGUA, NY

Via:

Frequency (MHz): 95.5

Channel: 238

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 42 deg 53 min 20 sec
West Longitude: 77 deg 19 min 09 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: kW

Antenna type: (directional or non-directional): Directional
Description: SCA CA2-FM

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.25	0.25
Height of radiation center above ground (Meters):	37	37
Height of radiation center above mean sea level (Meters):	305	305

Antenna structure registration number: 1025934

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

Special operating conditions or restrictions:

- 2 ursuant to Revitalization of the AM Radio Service, Notice of Proposed Rule Making, 28 FCC Rcd 15221, 15227, para. 14 (2013), and First Report and Order, 30 FCC Rcd 12145, 12154, para. 17 and n. 43 (2015), the permittee and any successor in interest (licensee, transferee, or assignee) shall be subject to the following restrictions: (1) this facility may only, in perpetuity, be used to rebroadcast the authorized facilities of the AM primary station set forth in this construction permit, except that it may also originate nighttime programming if the AM primary station set forth in this construction permit is not authorized regular nighttime service, and then only during periods of the broadcast day when the primary AM station is not regularly authorized to operate; (2) if the AM primary station is operating with reduced facilities, this cross-service FM translator facility may only operate if its coverage contour conforms to the limits set forth in 47 CFR Section 74.1201(g) as applied to the reduced facilities of the AM primary station; (3) the authorization for this facility may not be assigned or transferred except in conjunction with the primary AM station set forth in this construction permit; and (4) if the authorization of the AM primary station set forth in this construction permit is rescinded, revoked, surrendered, subject to special temporary authorization (STA) to remain silent, or is otherwise suspended from operation, the authorization of this cross-service FM translator station shall likewise be rescinded, revoked, surrendered, silent for the duration of the AM primary station's STA to remain silent, or suspended from operation. Minor modifications of this authorization are permitted, provided that the translator meets all of the preceding conditions. Grant of this authorization is conditioned on the common ownership, in perpetuity, of this facility and the specified AM primary station. Any violation of this condition shall result in the rescission of the grant of this authorization and the dismissal, with prejudice, of the associated application and, if applicable, cancellation of the associated construction permit.

*** END OF AUTHORIZATION ***

Schedule B

BE 2.5KW Transmitter	Transmitter Site
Gates Tube Transmitter	Transmitter Site
Armstrong Phasor Cabinet	Transmitter Site
4 Tower Transmitter Array	Transmitter Site
Transmitter Building	Transmitter Site
CRL SMP950 Stereo Matrix Processor	Transmitter Site
CRL SEC800 Stereo Multiband Processor	Transmitter Site
Extra AM Contactor	Transmitter Site
Potomac AM Monitor	Transmitter Site
Sine Remote Controller (telephone)	Transmitter Site
Optimod 8100 FM Processor	Transmitter Site
Isocoupler for FM	Transmitter Site
Isocoupler for STL	Transmitter Site
Scala PR950 STL Antenna	Transmitter Site
Nicom NT 30	Transmitter Site
Nicom NA500 500W Amplifier	Transmitter Site
QEI 675 FM Exciter	Transmitter Site
Cisco RV042 Internet Router	Transmitter Site



AMERICAN BROADCASTING COMPANIES, INC.,
dba ABC RADIO



Affiliation License Agreement

Licensee: Genesee Media Corporation

Radio Station: WOKR-AM

Street Address 16 W Main St Ste 741

City: Rochester State: NY

Zip Code: 14614-1604

City of License: Canandaigua, NY

AGREEMENT made this July 31, 2018, between American Broadcasting Companies, Inc., dba ABC RADIO ("Network" or "ABC Radio"), and Genesee Media Corporation ("Licensee"), owner and operator of radio station WOKR-AM ("Station") which is licensed Canandaigua, NY. In the event that the parties hereto have entered into a prior agreement for the affiliation of ABC News Now, this Agreement shall, as of its Effective Date, August 16, 2018 (as defined in Paragraph 3 below), supersede and replace such prior agreement in its entirety.

WITNESSETH

WHEREAS, Network produces the program service set forth in Attachment A (the "Program(s)") and desires that the Program(s) be broadcast over Station's facilities; and

WHEREAS, Licensee desires to license from Network the right to broadcast the Program(s) over the facilities of the Station, and Licensee has the ability to cause the Station to broadcast the Program(s), and otherwise to perform all acts necessary to enable Licensee to fulfill its obligations under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, each intending to be legally bound, hereby agree as follows:

1. **OWNERSHIP AND CONTROL OF STATION; NO VIOLATION**

This Agreement is expressly conditioned on the existence of an ownership relationship between Licensee and Station. Licensee expressly represents and warrants that it has the ability to, and agrees to, cause Station to undertake and perform all acts necessary for Licensee to fulfill Licensee's obligations under this Agreement. Licensee additionally agrees not to allow Station to act in any manner inconsistent with Licensee's obligations hereunder. Licensee further represents that the execution and delivery of this Agreement by Licensee and the performance of the transactions contemplated by this Agreement by Licensee and the Station will not violate, conflict with, or result in the breach of any terms, conditions, or provisions of any agreement or instrument to which Licensee or the Station is a party, or by which Licensee or the Station, or any of their respective properties may be bound.

2. **GRANT**

Network hereby grants to Licensee and Licensee accepts the non-exclusive limited right and license to broadcast the Program(s) on radio, solely over the broadcast radio facilities of Station, in Station's Primary Market Area. For the purposes of this Agreement, Station's "Primary Market Area" will be deemed to be the Station's broadcast area as licensed by the FCC. Licensee agrees to cause Station to broadcast the Program(s) in their entirety, without any deletions or alterations (except for the inclusion of local announcements in the periods designated by Network for that purpose), unless authorized in advance in writing by Network, including, without limitation, all Network commercials, identifications, and Program promotional or credit announcements. It is a material term of this Agreement that Station broadcast the Program(s) and all Network commercials in accordance with the terms of this Agreement and the Attachments.

3. **TERM**

The Initial Term of this Agreement shall be for a period of one (1) year commencing on August 16, 2018 ("Effective Date"), and expiring on August 16, 2019 (the "Initial Term"). The Initial Term and renewal term(s), if any, shall be referred to collectively as the "Term".

This Agreement shall be automatically renewed on the same terms and conditions for successive periods of one (1) year. Upon the conclusion of the Initial Term, either party may terminate this Agreement during the Term thereafter, effective at any time, upon not less than ninety (90) days' prior written notice to the other party. Network shall have the right to terminate this Agreement at any time during the Term, upon not less than thirty (30) days' prior written notice, in the event it ceases to produce or provide the Program(s). In the event of termination under this Paragraph, the rights, duties and responsibilities of each party shall continue through the applicable notice period, provided, however, that those obligations that

expressly survive or by their nature are meant to survive the termination of this Agreement (including, without limitation, Paragraphs 9, 10, 11, 13 and 14), shall remain in full force and effect.

This Agreement is binding on both parties when fully executed. This Agreement shall be deemed "fully executed" when it has either been signed by Licensee and an officer of Network, or has been signed by an officer of Network and Licensee has commenced broadcasting the Program(s).

4. **NETWORK COMMERCIALS**

In exchange for Network's furnishing the Program(s) to Station, Licensee agrees to cause Station to broadcast all Network commercials, which are fed to Station by Network and/or Network's distribution representative (the "Network Commercial(s)"), unless Station reasonably believes that a commercial is unsuitable for broadcast in its Primary Market Area, and so advises Network in writing no later than forty-eight (48) hours prior to scheduled broadcast. Such commercials shall be broadcast in accordance with Attachment B ("Commercial Inventory by Daypart"), where applicable. Network agrees that Licensee may refuse to broadcast any commercial(s) submitted by Network hereunder, subject to the notice provision above, if such commercial(s) violate Licensee's normal broadcast standards applied to all commercial advertisers, as communicated in writing to Network and/or Network's distribution representative. In this event, Licensee will promptly notify Network and/or Network's distribution representative of its refusal to broadcast and Network will supply or authorize a replacement commercial.

In addition to the foregoing, if there is an Attachment to this Agreement requiring the payment of affiliation fees ("Affiliation Fees"), then in further consideration for Network's furnishing the Program(s) to Station, Licensee agrees to pay Network said Affiliation Fees in accordance with the terms of such Attachment.

5. **RESERVATION OF RIGHTS**

All licenses, rights and interest in, to and with respect to the Program(s) not specifically granted to Licensee herein shall be and are reserved to Network including, without limitation, the right to distribute the Program(s) audio by any and all means of exhibition, display, transmission, distribution, duplication, playback and performance via all forms of radio, television, computer and all other media devices, methods and improvements now known or hereafter devised, including, but not limited to, cable transmission, satellite-to-home transmission, DBS (including DARS), closed circuit distribution, distribution over networked telecommunications systems, including, but not limited to, the Internet, exhibition by means of audio cassettes, compact discs and computer storage and playback devices, and transmission and distribution by means of audio-on-demand, on-line and all other forms of interactive and digital media.

6. **LICENSEE'S RIGHTS AND OBLIGATIONS**

(a) The Program(s) shall be delivered to Station via satellite or an Internet-based mode of delivery as provided herein. The cost of delivering the signal to Station's satellite earth station receiver shall be borne by Network. Licensee shall have sole responsibility for the construction, installation, operation and maintenance of all facilities necessary to receive and broadcast the Program(s), including satellite receiving dishes, and the cost of delivering the signal from Station's satellite earth station receiver to its transmitter and/or studio facilities. Network will arrange for either a minimum of one (1) basic satellite receiver, not including any spare or backup receivers, to be provided to Licensee by a Network vendor ("Vendor") or for such other satellite or Internet-based mode of delivery as Network deems appropriate. If delivery is to be made by satellite receiver, Network will pay the purchase price for such receiver including any sales and/or use tax, if applicable, to the Vendor on behalf of Licensee, and the receiver will be delivered by Vendor directly to Licensee. Licensee acknowledges and agrees that title, and risk of loss with respect to the receiver will pass directly from Vendor to Licensee. As the legal owner of the receiver, Licensee further acknowledges and agrees that it will be responsible for (i) any personal property taxes on the receiver that may apply in Licensee's jurisdiction and (ii) the costs of maintaining and insuring the receiver.

(b) Notwithstanding anything to the contrary in this Agreement, and consistent with Licensee's obligations pursuant to the applicable provisions of the Communications Act of 1934, as amended. Licensee shall have the right, with respect to any particular Program, to delete any material that it reasonably believes unsuitable for broadcast or to preempt for a program of immediate and greater local, regional or national importance, excluding local sports. Licensee agrees to give Network prompt written notice of any such preemption and to broadcast the Network Commercials contained within the pre-empted Program within fourteen (14) days or the flight of the Network Commercial whichever is shorter. Time is of the essence for the fulfillment of Licensee's obligations contained in this Paragraph 6(b).

(c) Network or Network's distribution representative will provide Licensee with, Declaration of Clearance and Affidavit of Performance forms for completion by Licensee to verify the dates and times that each of the Program(s) and Network Commercials hereunder were broadcast. Licensee agrees to submit the completed forms to Network no later than ten (10) days after Licensee's broadcast thereof. Licensee is responsible for the strict accuracy of these forms.

(d) Licensee shall submit such other reports as may be reasonably requested by Network concerning the broadcast of the Program(s) by Station, including, but not limited to electronic forms if Network implements electronic verification. Upon request, Licensee shall submit an additional affidavit provided by Network, which will be used to generate ratings information for RADAR Surveys or other ratings services. In order to supply the requested information (which generally covers a one-week period), Licensee agrees to maintain records

noting the exact date and time when Network Commercials were broadcast by Licensee. Such records must be maintained by Licensee for at least one (1) year following the broadcast.

(e) Licensee shall be solely responsible for maintaining all necessary radio station licenses, including music performance rights licenses, as now are or hereafter may be in general use by radio broadcasting stations and necessary for Station to broadcast the Program(s) and for the payment of any public performance music licenses or other payments which may be required to be paid to any party or organization, such as BMI, ASCAP, SESAC, or any other like organization on account of the broadcast of the music contained in the Program(s).

(f) In the event that Licensee at any time files an application to change Station's City of License or its transmitter location, or power or direction/configuration of its antenna thereby affecting its signal contour, or changes its frequency or hours of operation, Licensee agrees to notify Network, in writing within five (5) business days of any such application for such change, and if such change causes a degradation in quality of transmission or changes the reach of the transmission, in Network's good faith estimation, Network shall have the right at any time from the date of such notice until sixty (60) days thereafter, to terminate this Agreement, effective upon thirty (30) days' prior written notice.

(g) Licensee agrees not to authorize, cause, permit or enable anything to be done (including, but not limited to, cablecasting, and distribution or transmission over the Internet) whereby the Program(s) may be used for any purpose other than over-the-air radio broadcasting by Station in its Primary Market Area, which broadcast is intended for reception by the general public in places to which no admission is charged, provided, however, that solely in accordance with the terms and conditions of the attached Internet Addendum, Licensee may stream a live simulcast stream of the Programs. Under no circumstances may the Program(s) be excerpted for distribution, retransmission, caching, downloading or otherwise archived or offered as a product separate from Licensee's broadcast of the Program(s). In addition, Licensee may not specifically market, promote, or otherwise advertise the Program(s) separate from Licensee's broadcast content. Moreover, Licensee may not permit indexing of its content for digital access by third parties so that the Program(s) can be played or replayed on demand. Licensee further agrees not to authorize, cause, permit, or enable anything to be done whereby the Program(s) is/are rebroadcast over a translator outside the community to which Station is licensed, even if such translator was carrying Station's signal prior to the commencement of this Agreement.

(h) Licensee shall have the right to advertise and publicize and authorize others to advertise and publicize by means customary in the broadcast industry Station's broadcast of the Program(s), provided that Station shall first obtain Network's written permission. No advertisement shall be in the form of an endorsement, direct or indirect, of any product, service or advertiser.

(i) No portion of any Program(s), whether live or recorded, may be edited, altered, deleted or juxtaposed in any manner at any time, without Network's prior written approval in each instance.

(j) Subject to the terms and conditions of this Agreement, Licensee agrees to use commercially reasonable efforts to promote the Program(s) in Station's Primary Market Area, and further agrees not to disclose any Confidential Information obtained by Licensee as a result of its affiliation with Network. For purposes of this Agreement, "Confidential Information" shall mean:

(i) the terms of this Agreement; and

(ii) any information pertaining to the Program(s), including, without limitation, research, development and business plan information other than information that is generally available to the public, as provided by Network .

(k) Licensee shall not be responsible for failure to perform due to causes beyond its control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes.

(l) If there is an Attachment to this Agreement requiring the payment of Affiliation Fees, then Licensee shall be responsible for the prompt payment of all such Affiliation Fees in accordance with the terms of said Attachment.

7. NETWORK'S RIGHTS AND OBLIGATIONS

(a) All decisions regarding content, format and length of the Program(s) shall be made by Network; provided, however, that Station shall not be required to air the Program for any greater length of time than provided for in this Agreement. Network may, in its sole discretion, change the name or any element associated with the Program(s) including, but not limited to, the number of Network Commercials and format clocks, or may discontinue the Program(s) in their entirety. In the event Network discontinues the Program(s), it shall give Licensee at least ninety (90) days prior written notice or as much notice as is practicable under the circumstances. This Agreement shall terminate on the last transmission date.

(b) Network shall not be responsible or incur any liability whatsoever for interruptions or discontinuance of the Program(s) due to causes beyond its control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes.

(c) Network shall not be responsible for any signal loss or degradation of any kind in the transmission of the Program(s) to Licensee, which is due to atmospheric conditions, failure of satellite or common carrier facilities, third party interference, or other circumstances beyond Network's control.

(d) Network will have the right to terminate this Agreement or suspend Licensee's

rights to broadcast the Program(s), upon not less than on ten (10) days' prior written notice and Licensee's failure to cure within such notice period, upon the occurrence of any of the following:

(i) Licensee's failure to perform any of its obligations in any material respect as set forth herein;

(ii) Licensee's failure to make any payment, including payment of any applicable Affiliation Fees, when due; Licensee's failure to broadcast any Network Commercials (other than as expressly permitted herein or Commercials which are unsuitable for broadcast in Station's Primary Market Area); Licensee's failure to return accurate Declarations of Clearance and Affidavit of Performance forms in accordance with Subparagraph 6(c) herein; provided that, Licensee's failure to perform pursuant to this Subparagraph 7(d)(ii) is not due to causes beyond its control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes;

(iii) A change in Station's transmitter location, power, frequency or hours of operation in accordance with Subparagraph 6(f) herein;

(iv) Except as set forth in Paragraph 12, loss, abandonment, assignment or transfer of Station's license or commencement or termination of an approved "LMA" arrangement at Station;

(v) Cessation of operations by Licensee over Station facilities for more than twenty-four (24) hours for any reason, or failure to maintain the equipment necessary to receive the Program(s), provided that, such cessation is not due to causes beyond Licensee's control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes, and further provided that Licensee has resumed its normal broadcast operations within seven (7) days of the cessation of such operations;

If Network exercises its right to terminate under this Paragraph 8(d) other than under clause (d)(iii) above, Licensee shall also become liable for payment of (i) an amount equal to the total amount of Affiliation Fees (if any) which Licensee was obligated to pay Network under this Agreement during the Term and which Licensee both has not paid prior to termination and would have been required to pay during the remainder of the Term, and (ii) an amount equal to the value of the commercial time on Station which Licensee was obligated under this Agreement to provide for Network's Commercials during the Term and which it both has not provided prior to termination and would have been required to provide during the remainder of the Term. Such value will be determined by Network based on that month's prevailing cost per point (CPP) rate as determined by the Network multiplied by the Licensee's most recently reported monthly AQH multiplied by the inventory units licensee failed to run.

(e) If Station has the capability to broadcast radio programming in high-definition ("HD"), Network reserves the right to require Station to broadcast any HD Programs licensed hereunder in HD radio.

8. **USE AND OWNERSHIP OF THE PROGRAM(S)**

(a) As between Network and Licensee, Licensee acknowledges that the copyrights and all other proprietary rights in and to the Program(s), format and/or logos are exclusively owned by and reserved to Network. Licensee shall neither acquire nor assert copyright ownership or any other proprietary rights in the Program(s), format, and/or logos, or in any derivation, adaptation, variation or names thereof. Without limiting the foregoing, Licensee hereby assigns to Network all of Licensee's worldwide right, title and interest in the Program(s), format, and/or logos, and in any material objects consisting of or incorporating any artwork or other copyrightable materials relating to the Program(s), format, and/or logos, created by or for Licensee.

(b) As a condition to the grant of rights hereunder, all approved printed materials used by Licensee in connection with the Program(s), including but not limited to, advertising and promotional materials, shall bear a properly located copyright notice and/or such other notices as Network specifies to Licensee in writing.

(c) All uses of the names of the programming and format and the trademarks and service marks associated therewith (collectively, the "Marks") by Licensee hereunder shall inure to Network's benefit. Licensee acknowledges that, as between Licensee/Station and Network, Network is the exclusive owner of all the Marks and the trademark rights created by such uses.

(d) It is expressly understood that Licensee must receive prior written approval from Network for each use of the Network name and any other format element or logos or other Marks. Whenever possible, Licensee agrees to use advertising and promotional materials supplied to it by Network. It is expressly understood and agreed that Licensee shall not have the right to use the Marks or any program elements for merchandising purposes.

(e) Upon expiration or other termination of this Agreement, Licensee shall immediately cease all uses of the Marks, the Program(s), the format and all other materials associated therewith and shall not thereafter adopt any other mark or other designations confusingly similar to the Marks.

(f) Licensee shall perform, at Network's expense, all acts reasonably required by Network to control and monitor the use of the Marks. Licensee shall notify Network promptly of any other broadcast owners or other entities or persons who are using the Marks in Licensee's Primary Market Area and will assist Network, at Network's expense, in

terminating any such unauthorized uses. Licensee shall cooperate, at Network's expense, in any legal action that Network deems necessary to resolve any potential infringing uses by third parties. If Licensee is sued in an action claiming that Licensee's use of the Marks (provided such use is in strict accordance with the terms of this Agreement) constitute an infringement of a third party's rights, Licensee shall not challenge Network's right to intervene in the action, provided that Network deems such intervention is necessary, and Network shall indemnify and hold harmless Licensee from any resulting damages, costs, and expenses, including, without limitation, reasonable attorneys' fees.

9. **TAXES**

(a) In the event and to the extent that any sales, use, consumption, value-added, gross receipts, excise or similar taxes, fees or surcharges ("Transaction Tax(es)") are properly applicable to any of the transactions contemplated by this Agreement, the party responsible for collecting the Transaction Taxes shall bill and collect the Transaction Taxes from the other party from whom the Transaction Taxes are due. Transaction Taxes shall include those taxes, fees or surcharges that the other party has an obligation to pay to the billing party and/or otherwise remit directly to an imposing governmental authority if not billed by the billing party. If appropriate, the party collecting the Transaction Taxes may separately invoice the other party for the Transaction Taxes. The party to whom the Transaction Taxes are billed shall timely pay to the other party the full amount of such Transaction Taxes. Such other party shall timely remit the collected Transaction Taxes to the appropriate taxing authority or authorities. If the party from whom the Transaction Taxes are to be collected provides the other party with a properly-completed and executed exemption certificate, the other party shall neither bill nor collect such Transaction Taxes as may be covered by the certificate.

(b) A party (the "Tax Indemnifying Party") that (i) is primarily responsible as a matter of law for a Transaction Tax or (ii) has entered into a transaction with its own customers to which a Transaction Tax is applicable, shall indemnify, defend, and hold harmless the other party and any of its affiliates and subsidiaries (the "Tax Indemnified Party") from and against any and all claims, losses, damages, expenses and taxes, including interest and penalty, imposed, assessed or levied against the Tax Indemnified Party that are attributable to the failure of the Tax Indemnifying Party to pay any such Transaction Tax either under subparagraph 9 (a) above, or directly to the appropriate tax authority if not billed by the Tax Indemnified Party, that arises out of or in connection with any (A) transactions between the parties that are contemplated by this Agreement or (B) transactions between the Tax Indemnifying Party and its own customers or third parties.

(c) The provisions of this Paragraph 9 shall survive any expiration or sooner termination of this Agreement.

10. **INDEMNIFICATION**

Licensee agrees to indemnify and hold Network and Network's, parent and affiliated companies, and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including

reasonable attorneys' fees) arising out of any breach or non-performance by Licensee/Station of this Agreement or the broadcast or use of any programs, commercials or other materials provided by and/or broadcast by Licensee/Station which were not supplied by Network. Network agrees to indemnify and hold Licensee/Station and Licensee's parent and affiliated companies and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any breach or non-performance by Network of this Agreement or the broadcast or use of any Program(s), commercials or other materials provided by Network hereunder, except for any claims arising out of Licensee's/Station's breach of its obligations hereunder, including, without limitation, its obligations under Subparagraph 7(e) above. The indemnitee in each instance will promptly notify the indemnitor in writing of any claim, demand, or action of which it becomes aware which may be covered by this indemnity. The indemnitor will promptly assume the defense of such claim, demand or action at its expense; however, the indemnitee will not be precluded from continuing the defense of its own interests at its own expense. The indemnification provisions contained in this Paragraph shall survive any expiration or sooner termination of this Agreement.

11. **GOVERNING LAW AND VENUE**

THIS AGREEMENT AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE, AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, PROVISIONS CONCERNING LIMITATIONS OF ACTION), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, NOTWITHSTANDING CONFLICT-OF-LAWS DOCTRINES OF ANY STATE OR OTHER JURISDICTIONS TO THE CONTRARY. The sole and exclusive venue of any suit or proceeding involving this Agreement shall be any federal, state or local court of competent jurisdiction located in New York, New York, and Network, Licensee and Station agree to submit to the personal jurisdiction of such courts.

12. **ASSIGNMENT**

Network reserves the right to assign this Agreement to any party. Licensee may not assign or transfer any of the rights or privileges granted to Licensee under this Agreement unless Network shall have first consented in writing, which consent shall not be unreasonably withheld, conditioned, or delayed. In the *event* Network refuses to consent to such assignment or transfer, Network shall have the right to terminate this Agreement immediately. Licensee further agrees that if any application is made to the Federal Communications Commission pertaining to any assignment or transfer of control of Station's license, or any majority interest therein, Licensee will notify Network, in writing, promptly. Licensee also agrees that if Network consents to such transfer following such notice from Licensee, and Licensee assigns or transfers control of Station's license, Licensee will procure and deliver to Network, in form satisfactory to Network, the agreement of the proposed

assignee or transferee to assume and perform this Agreement in its entirety without limitation of any kind. Licensee further agrees that it will require as a condition of such assignment or transfer agreement that any of its permitted assignees or transferees must fulfill Licensee's obligations under this Agreement in full for a period of at least ninety (90) days from the date of transfer or assignment, unless otherwise agreed upon in writing by Network. In the *event* Network refuses to consent to an assignment or transfer or if there is a change in the controlling interest of Licensee and/or Station, either party shall have the right to terminate this Agreement, with prior written notice, upon the effective date of such assignment, transfer or change in controlling interest. Notwithstanding any provision in this Paragraph, this Paragraph shall not apply to any assignment or transfer of control of Licensee or Station considered to be pro forma by the Federal Communications Commission.

13. **EQUITABLE RELIEF**

Licensee acknowledges that Network may have no adequate remedy at law in the *event* of Licensee's breach of this Agreement. Licensee therefore agrees that Network, at its option, shall be entitled to seek equitable relief, including, without limitation, an injunction and/or specific performance of this Agreement in the *event* of any breach or threatened breach of this Agreement.

14. **MISCELLANEOUS**

(a) No waiver by either party hereto of any breach of this Agreement by the other shall be deemed to be construed as a waiver of any preceding or subsequent breach thereof or any rights or remedies hereunder.

(b) A judicial determination of the invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

(c) Any notice given in connection with this Agreement must be in writing to be effective and shall be deemed to have been given on the earliest to occur of (i) hand delivery to the receiving party; (ii) the next day after deposit with a recognized nationwide overnight delivery service; (iii) the same day after transmittal via facsimile (provided a copy is deposited and sent via first class mail); or (iv) the third business day after it is enclosed in an envelope, addressed to the party to be notified at the address stated below (or such other address as may have been designated by written notice) properly stamped, sealed and deposited in the United States Mail, certified mail, return receipt requested:

If to Network:

ABC Radio
47 West 66th Street
New York, NY 10023
Attn: Steve Jones, Vice President & General Mgr.
Phone: (212) 456-5101
Fax: (212) 456-5581

With a copy to:

ABC, Inc.
77 West 66th Street
New York, NY 10023
Attn: Deputy Chief Counsel,
Legal Affairs
Phone: (212) 456-7760
Fax: (212) 456-7753

If to Licensee:

WOKR
195 MAIN ST
DANVILLE NY 14437

With a courtesy copy to:

(d) This Agreement constitutes the entire agreement between the parties concerning the matters set forth herein and supersedes all prior communications and understandings between the parties. This Agreement may not be modified, waived, renewed, or discharged, in whole or in part, except as provided herein, or by written agreement between the parties. The sales representative of Network, if any, has no authority to make any representations or warranties of any kind, nor is said sales representative empowered to execute this Agreement.

(e) The section headings included in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

THIS AGREEMENT INCORPORATES THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON ATTACHMENTS A AND B AND THE INTERNET ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF (THE "ATTACHMENTS").

In the event of a conflict between the terms of this Agreement and the terms of any of the Attachments, the terms of the Attachment shall control, with respect to the subject matter thereof.

[Signature page immediately follows]

The signatory signing on behalf of each party below hereby represents and warrants that it has the right and authority to sign on behalf of, and to bind, such party to this Agreement.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

AMERICAN BROADCASTING
COMPANIES, INC., dba ABC Radio

Genesee Media Corporation
WOKR-AM,

By: _____

By: 

Name: Steve Jones

Name: EDWIN W TREFZGER III

Title: Vice President & General Manager

Title: GM

Date: _____

Date: 7/31/18

ATTACHMENT A

This is an Attachment to the Agreement between American Broadcasting Companies, Inc., dba ABC RADIO ("Network" or "ABC Radio"), and Genesee Media Corporation ("Licensee"), owner and operator of radio station WOKR-AM ("Station"), dated July 31, 2018 (the "Agreement").

Network has granted Licensee the right to broadcast the following ABC Radio program service (defined under the Agreement as "Program(s)") over Station's broadcast radio facilities in accordance with the terms and conditions of the Agreement:

ABC NEWS NOW

ATTACHMENT A
ABC News Now
Broadcast Inventory

This is an Attachment to the Agreement between American Broadcasting Companies, Inc., dba ABC RADIO ("Network" or "ABC Radio"), and Genesee Media Corporation ("Licensee"), owner and operator of radio station WOKR-AM ("Station"), dated July 31, 2018 (the "Agreement").

Program(s): Licensee has the right to broadcast the ABC News Now newscast on radio over Station's broadcast radio facilities in accordance with the terms and conditions of the Agreement.

Network Commercial(s): The Network Commercial(s) that Licensee shall cause Station to and Station shall broadcast, in accordance with the terms and conditions of the Agreement shall consist of a 15-second commercial, to be aired by Station adjacent to each Program newscast, as follows:

NEWSCAST		NUMBER OF AIRPLAYS
Monday - Friday	6AM - 10AM	
	10AM - 3PM	1
	3PM - 7PM	2
	7PM - 12AM (Midnight)	
Saturday - Sunday	6AM - 10AM	
	10AM - 3PM	
	3PM - 7PM	
	7PM - 12AM (Midnight)	
Monday - Sunday	6AM - 10AM	3
	10AM - 3PM	
	3PM - 7PM	
	7PM - 12AM (Midnight)	

All times shown are local broadcast times.

INTERNET ADDENDUM

This is an Attachment to the Agreement between American Broadcasting Companies, Inc., dba ABC RADIO ("Network" or "ABC Radio"), and Genesee Media Corporation ("Licensee"), owner and operator of radio station WOKR-AM ("Station"), dated July 31, 2018 (the "Agreement").

WHEREAS, Network has granted Licensee the right to broadcast the ABC Radio program service set forth in Attachment A to the Agreement ("Program(s)") over Station's broadcast radio facilities in accordance with the terms and conditions of the Agreement; and

WHEREAS, Licensee has requested that Station be allowed to simultaneously transmit the Program(s) over Station's website; and

WHEREAS, Network has agreed to allow the Program(s) to be simultaneously transmitted over Station's website, in accordance with the terms and conditions below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Subject to the terms and conditions of this Internet Addendum, Network hereby grants to Licensee and Licensee accepts a limited, non-exclusive, non-transferable license to simulcast the Program(s) airing on the Station via the Internet only through Station's website <http://www.wokr1310.com> (the "Designated Website"). The Program(s) must be available for "real-time" listening simultaneously with the radio broadcast of the Program(s) on the Station. Station may only transmit the Program(s) via the Designated Website if Station is also transmitting all of the programming then being broadcast on the Station via the Designated Website.

2. Neither Station nor Licensee shall transmit or distribute or permit any third party to transmit or distribute any part of the Program(s) via or from any other website other than the Designated Website. For example, and without limiting the foregoing, neither Station nor Licensee shall permit any part of any of the Program(s) to be accessible by a third party website nor shall they permit any part of any Program(s) to be accessible from the Designated Website if Station has permitted a third party to "frame" or create a co-branded version of the Designated Website.

3. Licensee and Station shall not archive any of the Program(s) or create a data base of audio content available at the Designated Website that contains all or any portion of the Program(s).

4. Licensee and Station shall be responsible for removing all commercials contained in the Program(s). Additionally, Licensee and Station shall be responsible for removing any music designated by Network to be removed from the Programs. Licensee and Station further agree to remove any other materials from the Program(s)

upon written notice from Network.

5. Licensee and Station shall be solely responsible (i) for obtaining any and all clearances and waivers required; and (ii) for the payment of all fees required for Station to transmit the Program(s) via the Designated Website, including, without limitation, any music licensing fees, talent fees and union fees, if applicable. Licensee and Station shall maintain ASCAP, BMI, and SESAC licenses covering the Station's radio broadcasts and the Station's website.

6. Network disclaims, and Licensee and Station hereby waive, any and all warranties with respect to the transmission of the Program(s) via the Designated Website. Network shall have no liability, whether in contract, tort or otherwise, and Licensee and Station hereby waive all claims for any loss, injury, damage or expenses of any kind, arising either directly or indirectly from the transmission of any of the Program(s) or any portion thereof via the Designated Website.

7. Licensee and Station hereby agree to indemnify and hold Network, its parent companies and their respective affiliated and subsidiary companies and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonably attorneys' fees) arising out of Station's distribution or transmission of the Program(s) over the Designated Website and/or the breach of any of the Licensee's and/or the Station's obligations, representations or warranties contained in this Internet Addendum.

8. Network shall have the right to terminate this Internet Addendum, with the rights granted herein, at any time, for any reason, upon written notice to Licensee, and in such event, Station shall immediately cease any transmission of the Program(s) over the Designated Website.

9. For the avoidance of doubt, in the event of a conflict between the terms of this Internet Addendum and the Agreement, the terms of this Internet Addendum shall prevail with respect to the subject matter hereof.

RADIO SERVICE AGREEMENT
The Weather Source™ Weather Radio Network
Format Exclusive Agreement

February 21, 2014
Date of Agreement

Parties and Statement of Terms:

A. Your Name and Address and Ours:

1. MWX, INC., 385 Science Park Road, State College, Pennsylvania 16803
(814) 235-8500 ("MWX", "Seller", "Us")
2. Genesee Media Corporation, licensee of radio stations WASB and WRSB, 20 Office Park Way, Pittsford, New York, 14534 (585)698-2758 ("Buyer", "You")

B. Start Date: March 3, 2014

C. Length of Agreement: One Year Two Years

D. City of Use: Rochester, New York

E. Format: Sports

F. Service Details (check one)

1. Weather Service: Monday through Sunday

Early Morning - One (1) Recorded Feed

Afternoon - One (1) Recorded Feed

Overnight - One (1) Recorded Feed

2. In addition to the service specified herein, AccuWeather shall host weather information on your Web site URL for www.theteam.fm. You shall also receive one (1) subscription to AccuWeather.com Professional Service.

G. Advertising Requirements: Three (3) minutes per day, Monday through Sunday, to be aired as follows:

-One (1) minute to air between 6:00 A.M. and 10:00 A.M

-One (1) minute to air between 10:00 A.M. and 3:00 P.M.

-One (1) minute to air between 3:00 P.M. and 7:00 P.M.

How To Accept This Agreement: This document is an offer by MWX to you. You may accept this offer by: (a) proper execution of this Agreement or (b) acceptance or use of the Service hereunder or any part of it. Acceptance of this Agreement by us, if required, shall occur, at our election, upon the occurrence of either of the two events mentioned in the sentence immediately preceding or upon proper execution of this Agreement by MWX. No person has the authority to make representations or warranties on behalf of MWX or to bind MWX in any manner, except as provided for in this Agreement. So please do not rely on any understanding not clearly explained in this Agreement.

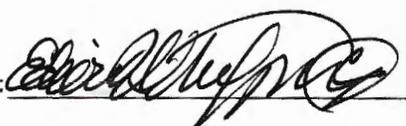
BY ACCEPTING THIS AGREEMENT YOU ARE (1) ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT; (2) THAT YOU ARE INTENDING TO BE LEGALLY BOUND BY THE AGREEMENT; AND, (3) THAT YOU HAVE FULL AUTHORITY TO SIGN THE AGREEMENT. IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT PLEASE CONSIDER HAVING IT REVIEWED BY YOUR LEGAL COUNSEL.

THANK YOU FOR CHOOSING MWX AS YOUR PROVIDER OF WEATHER INFORMATION AND GIVING US THE PRIVILEGE TO SERVE YOU AND YOUR BUSINESS.

SELLER: MWX, INC.

BUYER:

DATE: _____ BY: _____

DATE: 2/24/14 BY: 

RADIO SERVICE AGREEMENT
The Weather Source™ Weather Radio Network
Format Exclusive Agreement

GENERAL TERMS AND CONDITIONS

A. The Service, Access, Use and Delivery

1. **The Service.** The term Service is defined above in Section G.
2. **Accessing the Service.** We will provide the Service to you through the delivery system we may from time to time select and you shall have access rights to the Service. Access to the Service will begin upon the Starting Date and end upon termination of this Agreement. You agree to receive the Service only at the single location listed in this Agreement.
3. **Delivery System.** The delivery system will consist of electronic links to provide direct machine to machine communications, which may include, among other things, data transmission direct to your computer. Delivery of the Service shall take place at MWX's office by deposit of same with the telephonic, electronic, satellite or other carrier or carriers specified herein, selected by MWX, or as otherwise mutually agreed upon by the parties. Unless otherwise stated herein the Service shall be transmitted by Internet with no associated communications charges to you.
4. **Use of the Service.** You agree that the Service is furnished to You, and shall be used by You, solely for broadcast to the general public in the English language over Your present single radio station or any single substituted radio station licensed to You. You shall use the Service only for such broadcast on the radio station(s) specified on the front hereof. You shall also be authorized to stream by simulcast transmission over the internet via the internet Your radio broadcast which contains the Service. Except as provided in the immediately preceding sentences, You shall not directly or indirectly transmit, broadcast, redistribute, forward or deliver the Service or any part of the data, information, images or other products which constitute the Service to any other person or entity, in any format, or by any means. You agree to take all necessary precautions to prevent unjust, incorrect or improper discussion on the airwaves or elsewhere of the Service. The weather forecasts provided under this Agreement will expire six (6) hours after such forecast was received by You or upon the receipt by You of a new forecast message, whichever period is shorter. For discussions and Q & A's, this time shall be three (3) hours or upon the receipt of new discussion of Q & A respectively, whichever period is shorter. You shall not broadcast over the air any message once expired.

B. Legal Details

1. **Information about the Term.** This Agreement shall remain in full force and effect for the period specified above, beginning on the specified Starting Date and it shall remain and continue in full force and effect for subsequent periods equal in length to one year, unless written notice of termination is received by one party from the other party at least ninety (90) days prior to the initial expiration date or any subsequent expiration date. Time is of the essence of this paragraph. MWX, Inc. shall have the option to terminate this Agreement at anytime if (1) You change Your format or (2) an advertising sponsor drops its support of the programming.
2. **Advertising Requirements and Fees.** You shall run the advertising requirements listed in this Agreement. Any prices stated herein are in U.S. dollars. A service charge of one and one half percent per month may be assessed against cash invoices, if any, over thirty (30) days old. MWX may insert within forecasts, discussions and feeds a "billboard" sponsorship of AccuWeather.com or other branding in the intro or outro of approximately five seconds. Failure to run the advertising requirements or failure to submit the affidavits to MWX or its designee in a timely way shall render You liable for the rate card value thereof or triple the standard commercial cash rate for MWX services, whichever is greater. You agree to provide Your assignment of advertising time in the same manner afforded to cash purchasers of broadcast time and in accordance with broadcast orders submitted. Commercial units due to MWX, Inc. are not preemptible. Timeliness requires immediately after the end of each week, You shall furnish to MWX through forms, electronic transfer or other instructions, complete and accurate affidavits by You setting forth proof of broadcasting of the advertising requirements. You and MWX agree to accept and rely on facsimile transmitted or electronically signed documents as if they bore original signatures. Advertising requirements and time not used by MWX, Inc. may be accrued by MWX, Inc. throughout the term of this Agreement and the renewal thereof and for a period of one year thereafter.
3. **Check with Us if You Want to Assign the Agreement.** Neither this Agreement nor any rights or obligations hereunder may be assigned by You without the express written consent of MWX, Inc. and written acceptance of the contract by the Assignee. Agreement to assignment, as may from time to time be granted by MWX, Inc. shall be construed as consent for the assignee to be the primary person to perform Your obligation hereunder but shall not relieve You from its obligations hereunder unless expressly otherwise agreed to in writing.
4. **Sending Us Notice.** Any notices herein required which are to be sent to MWX, Inc. must be addressed to MWX, Inc. at 385 Science Park Road, State College, Pennsylvania 16803-2215, or such other location as MWX, Inc. may from time to time direct in writing. Notices addressed to any other person, entity or location shall be considered of no effect hereunder whether actually received or not.
5. **The Agreement and Settling Disputes.** This Agreement constitutes the entire Agreement between the parties. No collateral or prior statements, representations, understandings or agreements survive or are a part of this Agreement. No modifications to this Agreement shall be made except by written addendum signed by both parties hereto. The invalidity of any paragraph, subparagraph or portion of this Agreement shall not affect the validity of any other paragraph, subparagraph or portion hereof. The failure of MWX to require the performance of any term of this Agreement or the waiver by MWX of any breach under this Agreement shall not prevent any subsequent enforcement of such term by MWX nor be deemed a waiver of any subsequent breach. The parties agree to submit to the Pennsylvania Courts only, any dispute arising out of this Agreement or related thereto, and consent to the jurisdiction of said Courts and further agree that any and all matters of dispute shall be adjudicated, governed and controlled under and by Pennsylvania law and this paragraph shall supersede any conflicting choice of law rules.
6. **Performance.** You hereby agree that You will well and truly indemnify and save harmless MWX, Inc. from all manner of suite, actions, damages, charges and expenses, including attorney and counsel fees which in the case of breach by You shall equal twenty-five percent of such other damages, that MWX, Inc. may sustain by reason of Your failure to so perform this Agreement unless higher actual costs are provable, Your breach of any of the terms, covenants or conditions of this Agreement or other claims against MWX, Inc. arising from this Agreement. Failure or refusal of You to use the trademark as required herein shall render You liable in an amount equal to the sum of payments or advertising time value due by You to MWX from the time of such breach until the expiration date of the Agreement, this sum constituting liquidated damages for Your breach. Any manner of suit, action or claim of any nature of kind against MWX, Inc. by You or third parties shall be brought within one year from the date of occurrence of the earliest event giving rise to such suite, action or claim. MWX, Inc. shall have no responsibility to retain records of transmissions by or between MWX, Inc. and You or records of forecasts, data, graphics or products in whatever form or nature, that may have been produced or supplied under this Agreement and MWX, Inc. shall not be required to produce same by any adverse party. You are hereby notified of restrictive covenants not to compete and prohibitions regarding the disclosure of trade secrets which MWX maintains in its employment contracts with its employees and you promise not to directly or indirectly interfere with the contractual rights of MWX regarding these restrictions.

7. **Headings and Captions – Just for Convenience:** The heading and captions used in this Agreement are for convenience only, they are not to be considered a part of this Agreement, they in no way define, limit, construe or describe the scope or intent of such paragraphs of this Agreement nor in any way effect this Agreement.
8. **Your Promise.** During the term of this Agreement, you promise not to engage in, use or support, a business that is in competition with MWX except as otherwise provided herein.

C. Intellectual Property Rights

Exclusivity.

1. You are hereby granted the non-transferable, limited right to use the trademark The Weather Source in conjunction with Our Service and for the sole purpose of identifying the origin of the weather information supplied by MWX, Inc. This trademark shall be used by You only in connection with the weather reports, forecasts, data, briefings, and information constituting the Service supplied hereunder. The right to use the trademark MWX shall terminate upon failure to use the mark as specified in this Agreement or upon termination of this Agreement, whichever first occurs.
2. This grant is exclusive to You but only with regard to commercial airwaves radio in the Format specified herein, in the English language, and only in the City of Use and as otherwise limited herein. MWX, Inc. will not authorize another radio station on the City of Use and in the exact same Format to use the trademark The Weather Source in connection with such radio broadcast weather services for English language radio broadcasts,, by other than You during the term of this Agreement; however, MWX, Inc. shall not be restricted from providing its services to other users nor to the use of its trademarks, including the trademark MWX, in any other manner. This exclusive grant does not include, among other things, cablecasting, teletext, videotext, electronic publishing, internet, mobile device or wireless broadcasts, or any uses of televisions, television monitors, television programming simulcast, CRT's, sideband transmission or uses other than standard commercial radio airwaves programming originating from individual local radio stations as that concept is presently understood by the listening public. There is no exclusivity with respect to authorized uses by Your such as web site, mobile device or other use.
3. You shall use the MWX Service exclusively when presenting weather information to the public, except that government prepared forecasts may be used as appropriate, especially releases from the National Weather Service such as non-routine forecasts, special advisories, watches, warnings or other information concerning the preservation of life and property, and such government originated information shall be clearly identified to the public as to its source.

D. Trademarks and Copyrights.

1. MWX, Inc. and You agree that all reports, forecasts, graphics, data, and information constituting the Service supplied by MWX, Inc. shall be identified prominently on the air of Your station, on Your distribution system and wherever else You are authorized to use the Service or reference to the Service under this Agreement as originating from MWX, Inc. and by use of the trademark MWX, as part of the consideration for MWX, Inc. entering into this Agreement.
2. Licensee is hereby granted the nontransferable, non-exclusive right to use the trademarks AccuWeather and AccuWeather.com, and the AccuWeather logos, for the purpose of attribution to AccuWeather as the provider of Content. AccuWeather may terminate Licensee's right to use the AccuWeather trademarks upon Licensee's failure to use the marks as specified in this Agreement. No other rights are granted herein to AccuWeather intellectual property unless specifically stated herein or in a separate written license agreement.
3. AccuWeather retains all rights, title and interest, including rights of trademark, copyright, and patent, in those things defined herein as "Property of AccuWeather". "Property of AccuWeather" is hereby defined to include all intellectual property rights, title and interest in (a) the Content, any reports, forecasts, graphics, data, equipment, distribution rights, and information furnished pursuant hereto; the trademark AccuWeather, identifiers embodying "ACCU" as all or a portion thereof; any tradenames, trademarks, service names, symbols, identifiers, URL's, formats, designs, devices, patents or other proprietary products, information or distribution rights owned by or licensed to AccuWeather, Inc. and (b) any other tradenames, trademarks, service marks, symbols, identifiers, URL's, formats, designs, devices, distribution rights, identifiers embodying "ACCU" as all or a portion thereof; any other tradenames, trademarks, service names, symbols, identifiers, URL's formats, designs and devices, or distribution rights; as any may be used to designate the products and services furnished by AccuWeather, Inc. or used in connection with the products and services by either party. Licensee agrees to disclose to AccuWeather any uses of the Property of AccuWeather of which it becomes aware which fall outside the scope of the license granted hereunder and to either terminate the unlicensed use or work to secure a license from AccuWeather, Inc. for the use.
4. When the Property of AccuWeather is displayed or used in publications of any kind or through any media, it shall be indicated that such is owned by AccuWeather by placing a small "R" in a circle proximate to such property in the form of trademarks or by affixing other proper registration, copyright or proprietary notice.
5. Following termination of this Agreement, Licensee shall not use the Property of AccuWeather, whether protectable under law or not, and Licensee shall not duplicate or imitate same in any manner.

E. Some Things We Cannot Control.

1. **Events Beyond Our Control.** MWX, Inc. shall not be held responsible for any failure or malfunction in power or communications nor the failure or refusal of third parties to perform, continue or renew their contractual arrangements with MWX, Inc. nor inability to perform occasioned by such or by labor strife, war, riot or other events beyond the control of MWX, Inc. The unavailability of data from MWX's source suppliers shall not be considered a disruption of services and shall not affect the obligation of You hereunder. If the Service or delivery thereof is disrupted by any such event(s), MWX, Inc.'s obligations hereunder shall be suspended during the period of occurrence of such disrupting event(s); however, MWX, Inc.'s obligations hereunder shall be extended for one day for each full day of interruption. MWX, Inc.'s failure to perform this Agreement, resulting from any event(s) not specified above, shall cause it to be liable to You in a maximum aggregate amount not to exceed the cost of service paid for by You at the time of failure, if any, and still unused by You. This shall be the exclusive remedy hereunder. YOU ARE ADVISED AND INFORMED THAT THE GOVERNMENT ISSUES OFFICIAL WATCHES, WARNINGS, ADVISORIES, BULLETINS AND OTHER COMMUNICATIONS. YOU SHOULD KEEP ADVISED OF SAME. YOU AND THIRD PARTIES ARE SOLELY RESPONSIBLE FOR ACTION OR LACK OF ACTION TAKEN TO PRESERVE LIFE OR PROPERTY You agree to indemnify and hold harmless MWX, Inc. from any and all claims arising from any source.
2. **Warranties.** MWX, Inc. makes no express or implied warranties, guaranties or affirmations that weather will occur or has occurred as the reports, forecasts, graphics, data, briefings or information comprising the Service state, represent or depict and it shall have no responsibility or liability whatsoever to You or any other person or entity, parties and non-parties alike, for any inconsistency, inaccuracy, or omission for weather or events predicted or depicted, reported, occurring or occurred. MWX, Inc. takes no responsibility for data and information supplied to it by third parties. MWX, Inc. shall have the right to pass on such data and information to You or withhold same, in its sole discretion. There may be times when data from third parties which MWX, Inc. normally uses as the basis of its forecasts, graphics or other products is unavailable or disregarded and MWX, Inc. shall have the right to continue to issue such products without informing You of the changed basis or source of such products and to change sources from time to time. MWX, INC. MAKES NO WARRANTIES HEREUNDER, AND THIS DISCLAIMER OF WARRANTIES INCLUDES, BUT IS NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

AFFILIATION AGREEMENT

THIS AGREEMENT, dated June 29, 2018 (the "**Agreement**") is made and entered in to by and between LOCAL RADIO NETWORKS, LLC ("**LRN**"), and **Dansville Media Inc.**

("Broadcaster"), the owner and operator of radio broadcast station **WOKR-AM 1310** ("**Station**"), whose business address is 195 Main Street, Dansville, NY 14437-1611 and telephone number is 585-855-9369 Station is licensed by the Federal Communications Commission ("**FCC**") to Canadaigua (City), NY (State) ("**City of License**"). LRN and Broadcaster may be individually referred to herein as a "**Party**" or collectively referred to as the "**Parties**".

ARTICLE I BROADCAST OF LRN PROGRAMMING

1.1 Subject to the terms and provisions hereof, LRN hereby grants to Broadcaster the right to publicly perform LRN's **Mix** radio programming (the "**Format**") by means of broadcasting over the air from the Station's present transmitting facilities, in analog or digital format, including on an "**HD Radio**" multicast channel.

1.1.1 LRN states and Broadcaster understands and agrees that this agreement shall include **ten (10) customized breaks per day** so long as Broadcaster submits custom content.

1.1.2 Initial start-up Customized Image Package provided limited to 1 page of Content.

1.2 Exclusive Area: LRN will not grant the right to broadcast the Format to any other radio station, specifically described as follows:

1.2.1 Any other radio station whose primary coverage contour overlaps Station's primary coverage contour. If Station is an FM station, its primary coverage contour, for purposes of this sub-paragraph, shall be its predicted 1.0 mV/m contour, as computed pursuant to Section 73.313 of the FCC's rules [47 C.F.R. § 73.313]. If Station is an AM station, its primary coverage contour, for purposes of this sub-paragraph, shall be its predicted 2 mV/M daytime groundwave contour, as computed in accordance with Section 73.183 of the FCC's rules [47 C.F.R. § 73.183].

1.3 Except as otherwise specified in this Agreement, Broadcaster shall be solely responsible for the construction, operation and maintenance of all technical and other facilities necessary or appropriate to receive and broadcast the programming and commercial announcements covered by this Agreement.

1.4 Broadcaster shall not transmit LRN's programming by a translator, booster or synchronous transmitter station without LRN's prior written approval, which may be withheld at LRN's discretion. None of the LRN products described herein, including the Format, may be used by Broadcaster on any other station, including other stations owned or programmed by Broadcaster.

ARTICLE II TERM

2.1 The initial term of this Agreement shall be for a period of **24** months, July 23, 2018, or as adjusted in writing in accordance with the actual on-air date (the "**Term**").

2.1.1 Subject to the other provisions hereof, this Agreement shall be automatically renewed for successive terms of **12** months (each a "**Renewal Term**"), unless and until either Party shall give written notice to the other Party not less than ninety (90) days prior to the expiration of the then current term that it elects not to renew this Agreement. During each Renewal Term, the terms and conditions of this Agreement shall apply. Notwithstanding the foregoing, this Agreement is voidable at the sole discretion of LRN if Broadcaster does not commence broadcasting the Format on the Station within sixty (60) days of the date of this Agreement.

2.2 Notwithstanding anything to the contrary set forth herein, LRN shall have the right to terminate this Agreement upon ninety (90) days prior written notice should LRN cease to produce and/or distribute the Format.

ARTICLE III CONSIDERATION

3.1 In consideration of the rights granted herein and the services to be provided to Broadcaster by LRN, Broadcaster shall furnish to LRN, free of any cost or expense, **three (3)** minute(s) of commercial time ("**NETWORK COMMERCIALS**") per hour on **Station** . The Station shall broadcast said network commercials only in accordance with a log or schedule provided by LRN, which LRN will make available to Station via the Internet). If Broadcaster does not broadcast some portion of the Format on the Station and therefore does not broadcast some network commercials on the Station during the time they were scheduled by LRN, Broadcaster shall broadcast all such network commercials on the Station on a delayed basis, at times approved by LRN. LRN will deliver the commercials to Broadcaster in a generally accepted format no less than three (3) business days prior to their scheduled airdate. If Station's broadcasts are licensed for daytime only and Station does not achieve nighttime broadcasts by means of a translator station or a digital multicast signal on another station, then Station need only broadcast network commercials for those hours during which Station broadcasts.

ARTICLE IV INTERNET STREAMING

4.1 LRN grants to Broadcaster the right to use the Format as part of Broadcaster's full-time Internet streaming of Station's broadcasts, subject to the terms and conditions of this Agreement and conditioned on Broadcaster's compliance with all applicable laws with regard to said Internet streaming, including royalties for sound performances fees. LRN may terminate Station's right to transmit the materials licensed hereunder over the Internet upon thirty (30) days written notice.

4.2 Broadcaster agrees that on all Internet transmissions of Station's programming, Broadcaster will cover and preempt network commercials included in the Format. Any fees charged to or actions taken against LRN for failure by Station to cover and preempt network commercials as specified by LRN shall be the sole responsibility of Broadcaster to pay and/or defend.

4.3 LRN has the right to provide Broadcaster with means that will allow LRN to deliver substitute commercials to Station so if Broadcaster streams the Format on the Internet, Broadcaster will not have to cover and preempt network commercials as specified in **Section 4.2** above. If LRN provides Broadcaster with such means (or if Broadcaster otherwise has or obtains such means), Broadcaster will utilize it and include LRN's substitute commercials in any Internet streaming of Station's broadcasts, and will not substitute its own content in place of any commercials provided by LRN.

ARTICLE V ADDITIONAL TERMS AND CONDITIONS

5.1 LRN shall make all network programming decisions and may make such additions, deletions or adjustments to its programming offerings of the Format as it deems desirable and consistent with good program practices. Broadcaster agrees that LRN shall not be liable for any damages, losses, costs, or expenses of any nature whatsoever which Broadcaster may incur because of LRN's network programming decisions.

5.2 Notwithstanding anything contained in this Agreement to the contrary, Broadcaster agrees and acknowledges that, in addition to the network commercials furnished to Station by LRN herein, LRN shall have the right to include in-content sponsorship billboards and live sponsor mentions, free of any cost or expense to LRN, or offset by Broadcaster, and such material shall be broadcast by Broadcaster as set forth herein without any alterations, edits or deletions.

5.3 Within ten (10) days after each standard broadcast week, Broadcaster agrees to deliver to LRN, on forms provided by LRN via the Internet or otherwise, complete, accurate and duly executed reports and affidavits ("**Affidavits**") with respect to Station's broadcasting or Internet streaming of LRN's programming and/or LRN-provided commercials during the preceding broadcast week.

5.4 Except as specifically described herein, neither Broadcaster nor LRN shall incur any liability to the other hereunder because of LRN's inability to deliver, or Station's inability to broadcast, any or all of LRN's programs and/or network commercials due to an act of God, force majeure, failure of facilities, labor disputes, governmental or court order, or any other causes beyond the reasonable control of the Party so failing to broadcast or deliver programming. Broadcaster shall nonetheless be responsible for maintaining the Station as fully operational in accordance with the Station's FCC authorizations and shall notify LRN in writing of any omitted broadcast or significantly reduced or impaired broadcast transmissions within ten (10) days of said event. LRN reserves the right to extend this Agreement for the length of time of such nonperformance.

5.5 Broadcaster agrees that in the event Station ceases its radio broadcast operations or suffers a significant interruption of such operations for any reason (other than isolated, non-recurrent temporary cessation of operation due to equipment failure or causes beyond Station's reasonable control which do not materially affect Station's market share or ongoing business), Broadcaster will promptly notify LRN, and LRN shall have the right upon ten (10) days prior written notice to Broadcaster to terminate this Agreement.

5.6 Except as specified in **Article IV** above, Broadcaster agrees not to authorize, cause, permit or enable any programming or network commercials which LRN supplies to Station to be used for any purpose other than broadcasting by Station in a manner solely intended for reception by the general public in places where no admission charges are made. In addition, Broadcaster agrees that any printed or hard copy materials supplied to Broadcaster or Station by LRN will be used only in connection with the transmission of the Format to and broadcast of the Format by Station.

5.7 Except for programs which LRN provides to Station with the express written authorization that Station may record them for subsequent broadcast, Broadcaster shall not cause or permit any reproduction, duplication, recording, rebroadcasting or any other copying of any portion of the Format, nor may Broadcaster create derivative works based on the Format or make any other use of the Format except as otherwise expressly provided in this Agreement. Broadcaster shall not alter or remove any copyright management information from the Format.

5.8 Upon request of LRN, Broadcaster will install and maintain the necessary equipment so that Station's signal will include the encoding necessary for Station to be monitored by Nielsen Audio's "**Portable People Meter**" system (or any other comparable technology) so long as said equipment is provided at no additional cost or expense to Broadcaster.

5.9 Broadcaster represents and warrants that it shall acquire and maintain for Station all FCC and intellectual property licenses necessary for Station to lawfully broadcast the Format and the commercials supplied by LRN and to publicly perform any copyrighted work embodied in the Format, including, but not limited to, performing rights licenses such as ASCAP, BMI, and SESAC. Broadcaster acknowledges that the Format is a collective work of which LRN is the author and owner and in which the copyright shall inure solely to LRN without Broadcaster acquiring any rights therein. Notwithstanding LRN's transmission or other distribution of the Format to Broadcaster, LRN shall retain and own all rights, title

and interest in and to the Format, including, without limitation, any copyright in the Format as a compilation separate from any copyrights in any pre-existing material embodied in the Format, and including all service marks, trademarks and other proprietary rights relating to the Format, subject only to Broadcaster's license to broadcast the Format as provided in this Agreement. Broadcaster agrees to take all actions necessary or requested by LRN to protect and preserve LRN's copyright in the Format and LRN's service marks, trademarks and other proprietary rights with regard to the Format.

5.10 Both parties understand and agree that, in the event Station is sold during the term of this Agreement, both LRN and Buyer shall have the one-time option to terminate this Agreement effective ninety (90) days AFTER the twelve (12) or (24) month anniversary of date Station first aired LRN format and/or Network Commercial Inventory as referred to in this Agreement. Notice of early termination must be received by either party via Certified Mail, return receipt requested, within a thirty (30) day window beginning after the official date of transfer of the license. The minimum possible length of this Agreement is fifteen (15) months.

ARTICLE VI **DEFAULT AND REMEDIES**

6.1 In the case of default, the non-defaulting Party shall have all rights and remedies specified in this Agreement and those available under applicable law or in equity to enforce this Agreement and its rights hereunder including, without limitation, all rights and remedies relating to damages, injunction, and specific performance. In addition to such rights and remedies, LRN shall have the right, at its option, to terminate this Agreement or to suspend all services provided to Broadcaster hereunder, five (5) business days after written notice to Broadcaster upon the occurrence of any of the following:

- 6.1.1 Broadcaster's failure to perform any of its obligations under this Agreement, however, if the only default is the non-payment of money due LRN, Broadcaster shall have ten (10) business days after receipt of written notice of such non-payment in which to cure such failure (including any interest upon the overdue amount) prior to being deemed to be in default hereunder.
- 6.1.2 Broadcaster changes Station's transmitter location, antenna height, power, frequency, and/or usage of translator or booster stations, without the prior written consent of LRN, which shall not be unreasonably withheld.
- 6.1.3 Broadcaster's failure to broadcast the commercials provided by LRN as provided herein or failure to submit Affidavits to LRN within the time period specified herein.

6.2 In case of any termination of this Agreement or service suspension, Broadcaster shall immediately cause Station to cease broadcasting of the Format and any other LRN programming material. If LRN terminates this Agreement because of Broadcaster's breach of or default under any provision of this Agreement, Broadcaster shall remain liable for payment of all accrued Affiliation Fees (if any) due LRN, in addition to payment in full of \$1,500.00 per month for each month remaining in the current unexpired term of this Agreement, plus any damages of any nature whatsoever suffered by LRN, directly or indirectly, as a result of Broadcaster's breach or default. All remedies of LRN hereunder are cumulative and may be exercised concurrently or separately. No failure on the part of LRN to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof. Termination or suspension of this Agreement by LRN shall not affect or waive outstanding amounts due from Broadcaster to LRN, or constitute an election of remedies. Any extension of time to pay amounts due by Broadcaster shall not constitute either a waiver of rights by LRN or the right to any future extension. In addition to any other remedies LRN may have, in the event of termination due to a breach or default by Broadcaster hereunder, LRN may terminate any other affiliation agreements between LRN and Broadcaster, in which event Broadcaster shall immediately cease broadcasting all LRN programming subject to such other affiliation agreements.

6.3 In any action, suit or proceeding relating to this Agreement, the prevailing Party shall be entitled to collect from the other Party all of its costs and expenses in such action, suit or proceeding, including, without limitation, reasonable attorneys' fees and disbursements.

ARTICLE VII
INDEMNITY; DISCLAIMER

Each Party hereby agrees to indemnify, defend and hold harmless the other Party hereto and its directors, officers, employees and agents from any and all claims, demands, suits, judgments, awards, settlements or other costs or damages, including reasonable attorneys fees, arising from such Party's breach of any of its representations, warranties, covenants or obligations contained in this Agreement, subject to the following limitations: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECULATIVE, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING THOSE ARISING FROM NEGLIGENCE, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER. This **Article VII** shall survive termination or earlier expiration of this Agreement.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Notices. All notices, requests, demands and other communications in connection with this Agreement shall be made in writing and shall be deemed to have been given when delivered by hand or 48 hours after mailing at any general or branch United States Post Office, by registered or certified mail, postage prepaid, addressed as follows, or to such other address as shall have been designated in writing by the addressee:

If to LRN:

Local Radio Networks, LLC
Attn: Steve Swick
PO Box 999
Angola, IN 46703

If to Broadcaster:

Ed Trefzger
Genesee Media Corp.
195 Main Street
Dansville, NY 14437

8.2 FCC Rules. This Agreement is subject to all applicable rules and published policies of the FCC now or hereafter in force and neither Party shall be required to furnish any performance hereunder which would be a violation of any such rule or policy.

8.3 Benefit; Assignment. This Agreement will be binding on and inure to the benefit of LRN and Broadcaster and their respective successors and permissible assigns. Neither this Agreement, nor any of the rights and privileges granted to Broadcaster pursuant to this Agreement, may be assigned by Broadcaster without the prior written consent of LRN. Broadcaster shall immediately notify LRN at such time as any application is made to the FCC for consent to a transfer of control of the Station or any assignment of the Station's license, except for "pro forma" transfers or assignments for which FCC approval is required on FCC Form 316 (or any successor "short-form" procedure). Broadcaster

acknowledges and agrees that if LRN consents to an assignment of Station's license or transfer of control of Station, a failure of Broadcaster to cause the transferee or assignee to assume and perform Broadcaster's obligations hereunder shall constitute a breach of this Agreement by Broadcaster as to which LRN shall be entitled to the remedies specified herein and otherwise available at law or in equity.

8.4 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof, and this Agreement shall not be modified or amended except by written agreement of LRN and Broadcaster.

8.5 Amendment. No term or provision of this Agreement shall be amended, changed, modified, waived or discharged except by an instrument in writing signed by an authorized representative of each of the Parties hereto.

8.6 Severability. If any paragraph, clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under any applicable law, such event shall not affect or render invalid or unenforceable the remainder of this Agreement and shall not affect the application of any paragraph, clause, provision, or portion hereof to other persons or circumstances.

8.7 Jury Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR OTHER PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH OR RELATING TO THIS AGREEMENT.

8.8 Relevant Law. This Agreement shall be construed and enforced in accordance with the laws of the United States and State of Michigan without regard to principles of conflicts of law, including all matters of construction, validity and performance, regardless of where this Agreement was negotiated and signed, regardless of where Broadcaster is located or performs under this Agreement, and regardless of where the cause of action arises. The Parties agree that, should any litigation arise out of, in connection with, or relating to this Agreement, such litigation will be commenced in the Circuit Court for Branch County, Michigan, or in the United States District Court for the Western District of Michigan, provided such court has subject matter jurisdiction. The Parties specifically agree; however, that either of these courts shall have personal jurisdiction and venue.

8.9 Construction. All headings or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement. Although this Agreement was prepared by LRN, the Parties acknowledge and agree that the Agreement accurately reflects the intent and understanding of each Party and should not be construed against LRN if there is any dispute over the meaning or intent of any provisions.

8.10 Execution. The Parties represent and warrant that in entering into this Agreement: (A) the entity is a validly existing entity of good standing and with the authority to enter into this Agreement; (B) they willingly and voluntarily execute this Agreement for the purposes expressed herein; (C) they have read and understand this Agreement and intend to be bound thereby; (D) they have the full power, right and authority to execute the Agreement and take all steps necessary to implement its terms and conditions; (E) they are under no constraint, duress, coercion or undue influence in entering this Agreement, and they unconditionally and irrevocably waive any defenses or challenges to this Agreement based upon any claim of undue influence, duress, coercion, or other similar concept; (F) they have had the opportunity to be fully advised and represented by counsel of their own selection, are familiar with the circumstances surrounding the Agreement, and they are relying wholly on their own judgment and/or advice of counsel; and (G) they enter this Agreement in good faith, and that they in no way have been influenced by any statement or representation made by any person or corporation or any agent, employee, or servant thereof, who is a Party to this Agreement, or any person representing them.

No Partnership, Joint Venture, Etc. Nothing contained in this Agreement shall create or be deemed to create any partnership, employer/employee relationship, association or joint venture, fiduciary or agency between LRN and Broadcaster.

8.11 No Reliance. The Parties represent and warrant that in entering into this Agreement: (A) they are sophisticated regarding agreements of this type and/or they have had the opportunity to be fully advised and represented by legal, financial and other advisers of their own selection; (B) they are familiar with the circumstances surrounding the Agreement, and they are relying wholly on their own judgment and/or advice from legal, financial and other advisers of their own selection; and (C) other than those expressly set forth in this Agreement, that they in no way have been influenced by nor are they entering this Agreement in reliance upon any statement, promise, representation or warranty, written or oral, made by any Party to this Agreement or any agent, employee, servant, or any person representing a Party.

8.12 Counterparts. This Agreement may be executed in separate counterparts (including facsimile signatures, electronic transmissions, or signatures in compliance with the Michigan Uniform Electronic Transactions Act, the Electronic Signatures in Global and National Commerce Act, and other applicable laws) each of which shall be deemed an original and shall have the same effect as if the Parties simultaneously executed a single document. "**Electronic Transmission**" means the transmission of information in electronic form or the transmission of the exact visual image of a document by way of electronic equipment. Electronic Transmission includes, but is not limited to, transmission by email, facsimile machine, scanned PDF, JPEG, or other format, or other similar transmission by computer link, modem, network, or other communication via electronic or digital means. This Agreement shall be binding on the Parties at the time the last of them executes it below.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

AFFILIATE

LOCAL RADIO NETWORKS, LLC



By: Ed Trefzger
Its: General Mgr./ Presi. -----

By: Steve Swick
Its: President & CEO

AFFILIATION

AGREEMENT

ATTACHMENT 1

Station Contact Information:

Station call sign and address:

WOKR
195 MAIN ST
DANVILLE NY 14437

Traffic:

RHONDA GILES 585-335-9369
traffic@dansvillemedia.com

(include name, email address and telephone number)

Streaming Media (if different):

ED TREFZGER 585-335-9369
ed.trefzger@dansvillemedia.com

(include name, email address and telephone number)

Programming:

ED TREFZGER
(same)

(include name, email address and telephone number)

Engineering:

ED TREFZGER
(same)

(include name, email address and telephone number)

SYNDICATION NETWORKS CORPORATION
 616 N. North Court
 Suite 200
 Palatine, IL 60067
 tel 847.583.9000
 fax 847.583.9025
 web www.syndication.net
 email info@syndication.net



YES! We Want SPLAT Imaging (as checked below) Start Our FREE Service.

- PopSPLAT! RockSPLAT! StreetSPLAT! ClassicRockSPLAT!
 CountrySPLAT! AC/SPLAT! SportsSPLAT! TalkSPLAT! TRIL

CALL LETTERS (s) _____ AM FM Dial Position(s) _____

City of License _____ Street Address _____

City, State, and Zip _____

Telephone Number _____ Fax Number _____ Email Address _____

Syndication Networks Corporation (SNC) shall furnish for broadcasting by Station audioclips from the Splat! Imaging Service designated above (Splat! Imaging) provided by Prodzilla Productions, LLC (Prodzilla). Station shall have access to the designated Splat! Imaging audioclips (the Splat! Material), including:

- Sweepers, IDs, promos, montages, promos, audio cues, and bridges - more than 2,500
- Production FX - more than 3,000
- Music beds, "incidental" background music used in announcement/promotions, music segments, and song 'hooks' registered with BMI, ASCAP and SESAC - more than 1,500
- Artist ID's, listener voices, sourced voices, and narration - more than 500
- *Splat! Drops* - more than 15,000 audio and pop culture sound bites
- Splat! proprietary audio, fully-licensed sound effects, and music, various
- Uploads with new, fresh imaging totaling monthly at least 30 sweepers/IDs, etc., 40 production fx or workparts, and 15 music beds or segments, plus more listeners, drops, artists and assorted other imaging essentials each month.

Splat! Material shall be used only (a) in accordance with Station's BMI, ASCAP and SESAC blanket licenses, (b) in Station's imaging production, and (iii) in no commercials or paid advertiser announcements. Station agrees that all proprietary rights, including copyrights, in the Splat! Material are retained by Prodzilla and its licensees, and this Agreement does not grant station ownership rights to any Splat! Material.

In exchange for each Splat! Imaging package, Station agrees to broadcast one (1) minute per day of barter commercial inventory, Monday through Sunday, between 6am and Midnight. Station shall complete certificates of performance, as provided, showing Station's carriage of commercials.

The term of this Agreement shall begin on _____ (start date). This Agreement has no specific end date; however, either party may terminate it with thirty (30) days written notice.

Station shall have exclusive broadcast rights to Splat! Material in Station's metro area during the term of this Agreement. In the event of termination, Station agrees to remove all Splat! Material from its air and website(s) and destroy all Splat! Material, including all voices, drops and other audio clips and track sheets, within ten (10) days of the termination date. Station agrees that it will be subject to legal action, including but not limited to liability for monetary damages, for the unauthorized use, duplication, storage, or other use of SPLAT! Material following termination of this Agreement.

Station shall hold harmless and defend SNC and Prodzilla from any claims, costs or damages resulting from any breach of this Agreement, and agrees that SNC and Prodzilla shall not be liable for any consequential damages. SNC and Prodzilla shall bear no responsibility for any failure or delays in providing Splat! Imaging, whether resulting from technical difficulties, force majeure, or any other cause. The parties agree that Prodzilla is a third party beneficiary of this Agreement and can require compliance herewith.

For Station
 By: _____
 Printed Name: _____
 Title: _____
 Company: _____
 Date: _____

For Syndication Networks Corporation
 By: _____
 Title: _____
 Date: _____

SEND THE AGREEMENT TO info@syndication.net (or fax 847-583-9025) Call Us! 1-800-743-1988



TSF Radio Network, LLC BARTER AGREEMENT

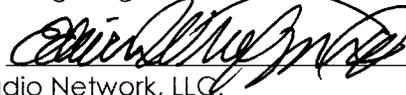
THE PARTIES:

(a) TSF Radio Network, LLC (NETWORK)

Michael J. Sinnott
1516 Lytell Johne's Path
Williamston, MI 48895
(P) 517-927-4570
(F) 517-655-1761
E-Mail: TheSportsFlash@aol.com or mike@TheSportsFlash.com

(b) Genesee Media Corporation (AFFILIATE)

Station Contact: Ed Trefzger
20 Office Park Way
Pittsford, NY 14534
PHONE: 585-698-2758
E-Mail: ed.trefzger@genesee-media.net

Signature:  agrees to the provisions of this barter contract with TSF Radio Network, LLC.

NETWORK agrees to the following:

1. NETWORK agrees to deliver six (6) sports reports Monday – Friday, three (3) sports reports Saturday and Sunday for AFFILIATE;
2. NETWORK will deliver three (3) morning reports Monday – Sunday and (3) afternoon reports Monday – Friday for AFFILIATE;
3. NETWORK will deliver the updates as a self-contained feature with the commercial included in the update.
4. AFFILIATE has the right to sell local sponsors to the NETWORK reports, and NETWORK anchors will include the AFFILIATE sponsors in the opening and closing billboards of our NETWORK reports. AFFILIATE is responsible for providing accurate copy to the NETWORK.



1516 Lytell Johne's Path
Williamston, MI 48895
(517) 927-4570
F: (517) 655-1761
mike@TheSportsFlash.com

5. NETWORK agrees to a 1:1 commercial to update ratio and to no more than six (6) 60-second commercials on AFFILIATE station Monday – Friday and three (3) on Saturday and Sunday.
6. After AFFILIATE airs NETWORK commercial the required minimum, then AFFILIATE can replace NETWORK commercial with its own commercial.

AFFILIATE agrees to the following:

1. Air NETWORK sports reports and NETWORK commercials six (6) times Monday – Friday and three (3) times Saturday and Sunday.
2. NETWORK commercials will air as a self-contained element of the NETWORK sports reports;
3. AFFILIATE agrees to provide NETWORK with affidavit of performance for airing of NETWORK updates and commercials.
4. NETWORK will include AFFILIATE sponsors in NETWORK updates, but AFFILIATE is responsible for providing NETWORK with accurate copy and releases NETWORK from any fiduciary responsibility for AFFILIATE commercial.

NETWORK and AFFILIATE agree to a ONE-YEAR contract with the start date of December 9, 2013. Either party can terminate the contract with a written notification, including via e-mail, 30 days prior to contract's termination.

NETWORK agrees to abide by AFFILIATE'S commercial policies, provided that the AFFILIATE provides those policies to the NETWORK.

NETWORK agrees to the guidelines contained in this BARTER AGREEMENT. With the above signature of the designated AFFILIATE representative, the AFFILIATE agrees to the terms of this BARTER AGREEMENT.

**"The Sports Flash" Radio Network - Your teams. Your scores.
Mike Sinnott - 517-927-4570 - TheSportsFlash@aol.com - www.TheSportsFlash.com**



1516 Lytell John's Path
Williamston, MI 48895
(517) 927-4570
F: (517) 655-1761
mike@TheSportsFlash.com

Schedule D

WOKR1310.com Web Address

WOKR1310 Wordpress Data

All rights to WOKR 1310 and WOKR 95.5

LAND/GROUND LEASE AGREEMENT

This Land/Ground Lease Agreement (this "Lease Agreement") is entered into as of the 1st day of September, 2019, (the "Effective Date") by and between Genesee Media Corporation, ("Landlord") and Stratton Broadcasting ("Tenant"). Each Landlord and Tenant may be referred to in this Lease Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to a certain Asset Purchase Agreement between the Parties, Landlord sold ownership of the AM towers and the transmitter building for Station WOKR, 1310 AM (Facility ID #88676) and FM translator W238DG, 95.5mhz (FCC Facility ID #202662) (the "Assets") to **Tenant**;

WHEREAS, **Tenant** desires to lease the underlying real property on which the Assets are located (the "Site") as shown on Exhibit "A" from Landlord; and

WHEREAS, Landlord desires to grant to **Tenant** the right to use the Site for purpose of operating, replacing, modifying and/or maintaining, at its expense the AM towers and the transmitter building for Station WOKR, 1310 AM and related fixtures

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and 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. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the "Site"): land located at LOT "B" of the Joel Dobbs Subdivision situated on Buffalo Street Extension in Canandaigua, New York and all improvements thereto as described in EXHIBIT A.

2. Purpose. The Site may be used and occupied only for the following purpose (the "Permitted Use"): The operation, maintenance, modification and management of transmission equipment necessary to operate 1310 AM (FCC facility 88676) and 95.5 FM (FCC facility 202662). Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.

3. Term. This Lease Agreement will be for a term on ten (10) years beginning on September 1, 2019 and ending on August 31, 2029 (the "Term"). The Parties hereto may elect to extend this Lease Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

4. Rent. Tenant will pay Landlord rent in the amount of Nine Hundred Ninety Dollars (\$990.00) payable on the 1st day of month with the first months rent to be paid at the time of signing of this Lease Agreement. Rent which is not paid by the fifth (5th) of the month shall be considered late and shall be subject to a Seventy-Five Dollar (\$75.00) late fee. Rent shall increase at the rate of three percent (3%) each year on the anniversary of this Lease Agreement.

5. Additional Rent. There may be instances under this where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Lease Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

6. Taxes. Tenant shall pay all taxes or assessments which are levied or charged on the Site during the Term and any holdover period, including all town and county taxes (January each year) and school taxes (September each year) on the Site. Taxes shall be considered Additional Rent. Landlord shall notify Tenant of such taxes upon receipt of the tax bills and Tenant shall pay the same when due and provide proof of such payment to Landlord. In the alternative, Landlord may pay the taxes as assessed and bill Tenant for said taxes as additional rent. In such case Tenant shall have thirty(30) days from the date billed to reimburse Landlord. Failure to timely pay taxes or reimburse Landlord for payment of taxes shall be a material breach of this lease and the associated APA Agreement.

7. Utilities. Tenant shall pay the cost of all utility services during the Term, including but not limited to gas, water, and electricity used on the Site.

8. Delivery of Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Lease Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant.

9. Holdover Tenancy. Unless this Lease Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Lease Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 200% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.

10. Condition of the Site. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition. tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Lease Agreement.

11. Use of the Site. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site along with all towers, buildings, broadcast equipment and related property and equipment owned by Tenant and located on the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

12. Improvements and Alterations. Tenant may not make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Lease Agreement. Tenant shall not have the right to erect any sign related to its business.

13. Leasehold Mortgage. Tenant does not have the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Lease Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term. In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.

14. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

15. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

16. Compliance with Laws. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

17. Hazardous Substances. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Insurance. At all times during the Term, Tenant will maintain insurance for the Site covering:

I. Property Insurance. Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.

II. General Liability. Commercial liability insurance covering bodily injury, death, or property damage in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence.

All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

19. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance

or would be covered by insurance as required under this Lease Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

20. Indemnification. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Lease Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

21. Access to Site. Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospecting lenders or buyers, and as otherwise needed to perform its obligations under this Lease Agreement.

22. Default. The following shall each constitute an "Event of Default" by Tenant:

- A. Tenant fails to make any required payment due under this Lease Agreement.
- B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Lease Agreement.
- C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

23. Termination by Landlord. Upon the occurrence of an Event of Default by Tenant which continues for a period of thirty (30) days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Lease Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

24. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Lease Agreement which continues for a period of thirty (30) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Lease Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Lease Agreement pursuant to this section.

25. Surrender of the Site. Tenant shall return the Site to Landlord upon termination of this Lease Agreement in good condition and repair, ordinary wear and tear excepted. Within one hundred twenty (120) days following the termination of this Lease Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after one hundred twenty (120) days following the termination of this Lease Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

26. Registration of the Lease. The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the relevant Land Registry Office, and any other relevant government

office that may serve as a place for registering or recording leases, within 45 days from the date that this Lease Agreement is executed.

27. Subordination. This Lease Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

28. No Partnership. Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

29. Condemnation. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Lease Agreement shall terminate on the date of such taking, and all rent under this Lease Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Lease Agreement shall remain in full force and effect; provided however, the rent due under this Lease Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

30. Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

31. Assignment and Subletting. Tenant will not assign this Lease Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.

32. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Lease Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

33. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

34. Notices. All notices given under this Lease Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or

registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

35. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Lease Agreement and each Party's rights and interests in this Lease Agreement.

36. No Waiver. No Party shall be deemed to have waived any provision of this Lease Agreement or the exercise of any rights held under this Lease Agreement unless such waiver is made expressly in writing.

37. Severability. If any provision of the Lease Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Lease Agreement.

38. Successors and Assignees. This Lease Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

39. Governing Law. The terms of this Lease Agreement shall be governed exclusively by the laws of the State of New York, without regard to its conflicts of laws rules.

40. Disputes. In the event that Landlord must file an action against Tenant for unpaid Rent or Additional Rent, Landlord may choose to file such action in the Courts of Ontario County New York. Landlord shall be entitled to costs and attorney's fees in any action to recover unpaid Rent or Additional Rent. Any other dispute arising from this Lease Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

41. Amendments. This Lease Agreement may not be modified except in writing signed and acknowledged by both Parties.

42. Counterparts. This Lease 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 document.

43. Headings. The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Lease Agreement.

44. Entire Agreement. This Lease Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site. The terms and conditions of the APA Agreement between the parties are incorporated herein and made a part of this Lease Agreement.

45. Right of First Refusal of Purchase. During the initial term of this Lease Agreement (for a period of ten (10) years), Tenant will have a right of first refusal for the purchase of the Site for the sum of One Hundred Thousand and 00/100 Dollars (\$100,000). In the event that Landlord desires to sell the Site,

Landlord shall notify Tenant of his intent to sell in writing and the Tenant shall have Thirty (30) days from the date of the notice to enter into a contract to purchase the Land from Landlord.

46. Miscellaneous. Tenant must maintain illumination on broadcast towers per FCC and FAA regulations.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Lease Agreement as of the Effective Date.

Landlord Signature

_____ Genesee Media Corporation

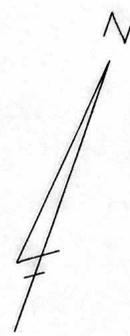
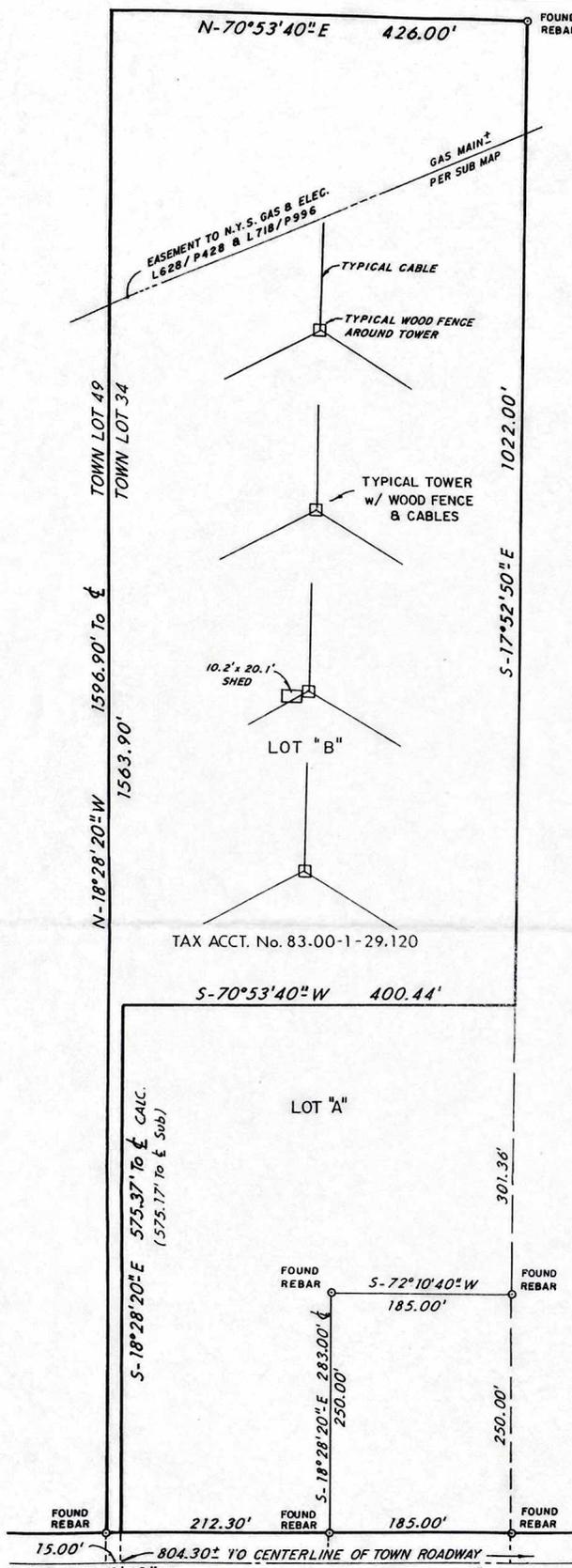
Landlord Full Name

Tenant Signature

_____ Stratton Broadcasting

Tenant Full Name





INSTRUMENT SURVEY MAP
 SHOWING LANDS TO BE CONVEYED
 BEING LOT "B" OF THE JOEL DOBBS SUBDIVISION
 SITUATE IN
 TOWN OF CANANDAIGUA, COUNTY OF ONTARIO, STATE OF NEW YORK
 Scale: 1" = 120'
 June 12, 2013

THOMAS H. DeYAGER
 New York State Professional Land Surveyor
 P.O. Box 1493 Webster, New York 14580
 Tel/Fax 585 671-0420

References
 Liber 857 of Deeds, page 154 - Robert R & Bonnie M Schreck to Joel Dobbs
 Liber 972 of Deeds, page 735 - Joel P. Dobbs to Canandaigua Broadcasting, Inc.
 Liber 1264 of Deeds, page 725 - Canandaigua Broadcasting, Inc. to Marilyn Wolfe
 Webtitle Agency Order No. WTA-13-2012-NY dated January 8, 2013.
 O.C.C.O. Map No. 13644 - Land To Be Conveyed by Robert R. & Bonnie M. Schreck
 O.C.C.O. Map No. 14131 - Land To Be Conveyed by Robert R. & Bonnie M. Schreck
 O.C.C.O. Map No. 23241 - Joel Dobbs Subdivision prepared by LaBella Assoc., P.C.

Premises Subject To
 Liber 437 of Deeds, page 246 - Easement to RG&E, RTC; poles, wires, conduits
 Liber 452 of Deeds, page 514 - Easement to RG&E, RTC; poles, wires, conduits
 Liber 655 of Deeds, page 657 - Easement to RTC; cables, conduits, appurtenances
 Liber 718 of Deeds, page 996 - Easement to NYS Gas & Electric; underground gas line

804.30' ± TO CENTERLINE OF TOWN ROADWAY
 S-72°10'40"W
BUFFALO STREET (66.00 FEET WIDE) EXTENSION

S of TOWN ROADWAY TO N.Y.S. RTE 5 & 20



I, hereby, certify to the following that this map was made from the notes of an instrument survey completed by me on June 12, 2013.
 1. Genesee Media Corporation;
 2. John W. Vogel, Esq.

Signed Thomas H. DeYager Date August 7, 2013
 THOMAS H. DeYAGER NEW YORK STATE PROFESSIONAL LAND SURVEYOR NO. 49850

**SCHEDULE 2A
PROMISSORY NOTE
(FORM ATTACHED)**

PROMISSORY NOTE

\$195,000.00

[DATE]_____, 2019

FOR VALUE RECEIVED, the undersigned ("Maker"), _____, hereby promises to pay to the order of [The Trust of Marilyn Wolfe or such other designee as indicated by Mrs. Wolfe and Seller] _____, ("Holder"), at _____, or at such other place or to such other party, including a bank or other lending institution, as the Holder of this Note may from time to time designate in writing, the principal sum of ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000.00) together with interest at the rate of SIX percent (6 %) on the balance of principal remaining unpaid from time to time as follows:

Payment of principal and interest hereunder shall commence on _____, 2019. Payments shall be made in equal monthly installments of \$_____, representing principal and interest amortized over ten years. Payments are to be made on the first (1st) of each month. Any payment made after the 10th of any month shall be considered late. A late payment fee of 5% will be charged against any late payment. At the end of Forty-Eight (48) months, Maker will pay the full principal balance owed (balloon payment). Upon payment in full, this Note will be satisfied.

This note may be assigned by Holder. This note may be assigned by Maker only upon written consent of Holder.

The term "Applicable Interest Rate" as used in this Note shall mean ___% per annum.

Upon default in payment of any sum when due under this Note, which default continues for three (3) months, the entire principal sum hereof and accrued but unpaid interest hereon may, at the sole option of the Holder hereof, be declared at once due and payable, time being of the essence of this obligation.

If this Note is placed in the hands of an attorney for collection, whether suit be brought or not, reasonable attorneys' fees and expenses in addition to the amount due hereon shall, to the extent permitted by law, be collectible herewith upon demand by the Holder of this Note.

Overdue payments of interest or principal hereunder shall bear interest at the rate of five percent (5%) per annum in excess of the Applicable Interest Rate, or the maximum rate permitted by law, whichever is less, until paid.

All parties to this Note, whether principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, notice of protest and notice of dishonor.

This Note shall be construed in accordance with the laws of the State of New York.

In the event any one or more of the provisions contained in this Note or any other document executed in connection herewith shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Note, or any other such document; and this Note and such other document shall be construed as

if such invalid, illegal, or unenforceable provision had never been contained herein or therein.

This Note may not be changed orally, but only by an agreement in writing signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

IN WITNESS WHEREOF, Maker has duly executed this Note as of the day and year first above written.

1310 FLX RADIO, INC,
MAKER

By _____
Timothy A. Stratton, President

Timothy A. Stratton hereby personally guarantees this note.

Timothy A. Stratton

Form of Note approved by Marilyn Wolfe.

Marilyn Wolfe

**SCHEDULE 2B
STOCK PLEDGE
(FORM ATTACHED)**

STOCK PLEDGE AGREEMENT

THIS AGREEMENT made this ___ day of _____, 201_, by and between 1310 FLX RADIO, INC., a New York Corporation (herein called the "Licensee Corporation"); Timothy A. Stratton and Stratton Radio Broadcasting Company, jointly and severally (herein called "Pledgor"); and [Marilyn Wolfe Trust], jointly, or their assigns (herein called "Pledgee");

WITNESSETH

WHEREAS, the Licensee Corporation is duly indebted to Pledgee in the aggregate principal amount of ONE HUNDRED NINETY FIVE THOUSAND DOLLARS (\$195,000.00), evidenced by the promissory note of Pledgor, dated _____, 20__ (the "Note"); and

WHEREAS, in order to induce Pledgee to enter into a certain Agreement dated _____ (the "Agreement"), providing for the purchase by the Licensee Corporation of the assets and license of AM broadcast Station WOKR, 1310 AM (Facility ID #88676) and FM translator W238DG, 95.5mhz (FCC Facility ID #202662), Canandaigua, NY (hereinafter, the "Station"), Pledgor has agreed to pledge 100% of the Stock in the Licensee Corporation (the "Stock") as security for the prompt payment of the Note in accordance with its terms:

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

PLEDGE OF STOCK

Pledgor hereby pledges, grants a security interest in, and deposits with the Escrow Agent as agent for Pledgee, 100% of the stock owned by the Pledgor in the Licensee Corporation, certificates for which have been delivered to the Escrow Agent together with an assignment separate from certificate duly endorsed by Pledgor in Blank), and hereby assigns, transfers and sets over to Pledgee all of the Pledgor's right, title and interest in and to such Stock (and in and to such certificates), to be held by the Escrow Agent upon the terms and conditions set forth in this Pledge Agreement as security and collateral (herein called the "collateral") for the due performance and compliance by Pledgor with all of the terms and provisions of this Pledge Agreement and for the payment, when and as due and payable, of any and all of Licensee Corporation's liabilities under the Note.

VOTING

Unless an Event of Default (as hereinafter defined) shall have occurred and be continuing, Pledgor shall be entitled to vote its shares of the Stock of the Licensee Corporation. **The Pledgor shall retain voting rights even in the event of default unless and until such time as the Commission grants a transfer of control of the Licensee Corporation pursuant to an application to the Commission requesting said transfer.** All such rights of Pledgor to vote shall cease in case of an Event of Default shall occur and be continuing, provided, however, that the Federal Communications Commission ("Commission"), if required by the Communications Act of 1934, as amended, and applicable rules and policies of the Commission, shall have first granted its consent to transfer of control of the Licensee Corporation. Notwithstanding any provision of this

Pledge Agreement to the contrary, neither the Pledgee nor the Escrow Agent shall be entitled to vote the Stock, or exercise control of the Licensee Corporation, without the prior consent of the Commission, if required by the Communications Act of 1934, as amended, and applicable rules and policies of the Commission.

ADDITIONAL SHARES

Pledgor will not permit or approve the issuance of any additional shares of the Licensee Corporation's stock or the declaration, order or setting apart of any sum or any property or assets by the Licensee Corporation for any dividend on account of any shares of the Licensee Corporation's stock without the written consent of Pledgee.

EVENTS OF DEFAULT

The following shall constitute an event of default: If Pledgor fails to pay any sum when due or to perform any of its obligations under this Pledge Agreement or the Note.

REMEDIES UPON DEFAULT

If an event of default shall have occurred and be continuing, the Escrow Agent shall be entitled to exercise, and shall exercise, all of the rights, powers and remedies (whether vested in it by this Pledge Agreement or by law or otherwise, including, without limitation, those of a secured party under the Uniform Commercial Code) for the protection and enforcement of Pledgee's rights in respect of the collateral, and the Escrow Agent shall be entitled, subject to the prior consent of the Commission when and as necessary, and without other limitation in such event, as follows:

- (i) to receive all amounts payable in respect of the collateral otherwise payable to Pledgor;
- (ii) to transfer all or any part of the Stock into Pledgee's name or the name of his nominee or nominees; and to receive the cooperation of the Pledgor with respect to the expedient preparation and filing of an application with the Commission requesting consent to the transfer of control of the Licensee Corporation to Pledgee;
- (iii) subject to the prior receipt of any necessary Commission approvals, to act with respect to the collateral as though the Pledgee were the outright owner thereof, Pledgor hereby irrevocably constitutes and appoints the Escrow Agent the proxy and attorney-in-fact of the Pledgor with full power of substitution to do so, such appointment being coupled with an interest;
- (iv) to the extent permitted by law, sell, assign, and deliver or grant options to purchase, all or any part of the collateral at public or private sale, and on such terms as Pledgee may determine in its sole discretion, without notice or advertisement, and bid and become a purchaser at any such sale, and if notice to the Pledgor is required, written notice mailed to Pledgor (as provided herein) at least five (5) days prior to the date of sale of the Stock shall constitute reasonable notice. Pledgor hereby waives and releases to the fullest extent permitted by law any right or equity or redemption with respect to the Stock, whether before or after sale hereunder, and all rights, if any, of marshaling the Stock. At any such sale, unless prohibited by applicable law, Pledgee may bid for and purchase all or any part of the Stock so sold free and clear from any such right or equity of redemption.

TERMINATION AND RELEASE

Upon satisfaction of Pledgor's repayment obligations in all respects as specified in the Note, this Pledge Agreement shall terminate and the Escrow Agent and Pledgee, at the request and expense of the Pledgor, shall execute and deliver to the Pledgor a proper instrument or instruments acknowledging the satisfaction and termination of this Pledge Agreement, and Pledgee and Escrow Agent will duly assign, transfer and deliver to Pledgor such of the collateral as has not theretofore been sold or otherwise applied or released pursuant to this Pledge Agreement, together with any moneys at the time held by the Escrow Agent as security hereunder.

DUTIES AND OBLIGATIONS OF THE ESCROW AGENT

Acceptance by the Escrow Agent of his duties as agent for Pledgee under this Pledge Agreement is subject to the following terms and conditions:

(a) The duties and obligations of the Escrow Agent shall be determined solely by the provisions of this Pledge Agreement, and he shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Pledge Agreement;

(b) Pledgee will indemnify the Escrow Agent for, and hold him harmless against, any loss, liability or expense, including, but not limited to, attorneys' fees, incurred without bad faith or willful misconduct on the part of the Escrow Agent arising out of and in connection with his acceptance of, or the performance of, his duties and obligations under this Pledge Agreement, as well as the costs and expenses of defending against any claim or liability arising out of or relating to this Pledge Agreement;

(c) The Escrow Agent, as Pledgee's agent, shall be fully protected by Pledgee in acting on and relying on any written notice, instruction, direction, or other document which he in good faith believes to be genuine and to have been signed or presented by the proper party or parties;

(d) The Escrow Agent shall not be liable to Pledgee or Pledgor for any error of judgment, or for any act done or step taken or not taken by it in good faith or for any mistake in fact or law or for anything which he may do or refrain from doing in connection herewith, except his own gross negligence or misconduct;

(e) The Escrow Agent, as Pledgee's agent, may seek advice of legal counsel in the event of any dispute or question as to his duties hereunder, and he shall incur no liability to Pledgee and shall be fully protected by Pledgee in respect of any action taken or suffered by him in good faith in accordance with opinion of counsel.

NOTICES

All notices hereunder shall be in writing and shall be delivered or mailed by certified mail, return receipt requested, postage prepaid, addressed to the respective parties as follows:

(a) If to Pledgor:

(b) If to Pledgee:

(c) If to Escrow Agent:

or at such other address as the parties may from time to time designate by written notice to the other parties.

MISCELLANEOUS

The terms of this Pledge Agreement shall inure to the benefit of and be enforceable by Pledgee and the Escrow Agent and any successors or assigns. This Pledge Agreement may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. This Pledge Agreement shall be governed by the laws of the State of _____. In the event any one or more of the provisions contained in this Pledge Agreement or Note shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Pledge Agreement or Note, but this Pledge Agreement and Note shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein.

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be executed and delivered as of the date first above written.

1310 FLX RADIO, INC.

By _____
Timothy A. Stratton, President

STRATTON RADIO BROADCASTING COMPANY

By _____
Timothy A. Stratton, LLC Member

[Marilyn Wolfe Trust]

By _____
Marilyn Wolfe, Trustee?

**SCHEDULE 2C
SECURITY AGREEMENT
(FORM ATTACHED)**

SECURITY AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 201_, by and between 1310 FLX RADIO, INC. (hereinafter referred to as "Debtor") and [name of Marilyn Wolfe Trust] (hereinafter referred to as "Secured Party").

WHEREAS, Secured Party is the assignee of the rights of _____, licensee of AM broadcast Station WOKR, 1310 AM (Facility ID #88676) and FM translator W238DG, 95.5mhz (FCC Facility ID #202662), Canandaigua, NY (hereinafter, the "Station"), which has entered into a Purchase Agreement with Genesee Media Corporation, dated August ____, 2019 for sale of the Station, including certain physical assets as listed in Schedule B to the Purchase Agreement.

WHEREAS, Debtor has executed a Promissory Note ("Note") of even date herewith in the principal sum of \$195,000.00 to the Secured Party;

NOW THEREFORE, in order to secure the payment of the principal and interest on the Note, as and when due and payable and to secure the performance and observance of the provisions contained in the Note, the Purchase Agreement, and this Security Agreement, and for and in consideration of the debt above described, Debtor hereby grants and conveys to Secured Party a security interest in, and a continuing lien on, the following described property:

All personal property tangible or intangible now owned by Debtor or hereafter acquired and used or intended to be used in the operation and conduct of the business of AM broadcast Station WOKR, 1310 AM (Facility ID #88676) and FM translator W238DG, 95.5mhz (FCC Facility ID #202662),

Canandaigua, NY (hereinafter, the "Station"). Together with all proceeds, accessories, attachments, parts, special tools, equipment, accessions, renewals, increases, repairs, improvements, and replacements of all or any part thereof (collectively referred to herein as the "Collateral").

1. Debtor's Warranties And Covenants:

(a) The Collateral is used or bought for use primarily for business purposes other than farming operations and is being acquired with the proceeds of the Note referenced in this Security Agreement. **The Collateral does not include the FCC licenses and authorizations.**

(b) The Debtor is a New York corporation, with its principal place of business located at (address).

(c) The Collateral will be kept at (address).

(d) Debtor will promptly notify Secured Party of any change of Debtor's principal place of business or in the location of the Collateral, and Debtor will not remove the Collateral from the State of New York ("State") without the written consent of Secured Party.

(e) Except for the security interest granted hereby, Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance, and Debtor will defend the Collateral against all claims and demands of all persons at anytime claiming the same or any interest therein..

(f) No financing statement covering any of the Collateral or any proceeds thereof is on file in any public office and, at the request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements in form satisfactory to Secured Party.

(g) Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of the Secured Party.

(h) Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire, including extended coverage, theft and such other risks as Secured Party may

require.

(i) Debtor will keep the Collateral free from any adverse liens, security interest or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof. Debtor will not use the Collateral in violation of any statute or ordinance and Secured Party may examine and inspect the collateral, wherever located, upon five (5) days' notice to Debtor.

(j) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Security Agreement or upon any Notes evidencing the obligations secured thereby. At its option, Secured Party may discharge taxes, liens, other security interest, or any other encumbrances at any time levied or placed on the Collateral and may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment or any expense incurred by Secured Party pursuant to the foregoing authorization. Until default, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Security Agreement and not inconsistent with any policy of insurance thereon.

2. Events of Default:

Any one of the following shall constitute an event of default:

(a) Failure by Debtor to pay any installments of principal or interest due under the Note, as and when due and payable.

(b) Failure by Debtor to pay any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Debtor hereunder as and when due and payable, or to duly keep, perform and observe any other covenant, condition or agreement in this Security Agreement.

(c) Sale except routine dispositions of assets typical of ordinary transactions in the radio

broadcast industry, or encumbrance of any of the Collateral, or the making of any levy, seizure or attachment therefor or thereon;

(d) Dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Debtor or any guarantor or surety for Debtor.

3. Remedies:

(a) Upon such default, and after notice of nonpayment in whole or in part of any installment of principal or interest due under the Note and the passing without cure of the deficiency of the period for cure provided in the Note, or, as to defaults specified in Sections 2(b), (c), or (d) hereof, after thirty (30) days' written notice specifying the default to the Debtor by certified or registered mail, return receipt requested, postage prepaid, and Debtor's failure to cure the noticed default within the thirty (30) day period, the entire amount of indebtedness secured hereby shall, at the option of Secured Party, become due and payable, and Secured Party shall have the remedies of a Secured Party under applicable law. Any proceeds recovered shall be applied to the outstanding balance owing on the Notes in the manner allowed by State law.

(b) Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party, which is reasonably convenient to both parties.

(c) The requirements of reasonable notice of sale shall be met if such notice is mailed, certified or registered mail, return receipt requested, postage prepaid, at least thirty (30) days before the time of the sale or disposition.

(d) Expenses of retaking, holding, preparing for sale, selling or the like shall include

Secured Party's reasonable attorneys' fees and legal expenses.

4. Miscellaneous Provisions:

(a) This Security Agreement may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each party hereto.

(b) This Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State, including its conflict of laws rules.

(c) Should any of the provisions of this Security Agreement be found to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Security Agreement operate or would prospectively operate to invalidate this Security Agreement, then and in either of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of the Security Agreement and the remaining provisions of this Security Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

(d) The headings of the Sections and paragraphs contained in this Security Agreement are included for convenience of reference only and do not form a part hereof and in no way modify, interpret, or construe the meaning of the parties hereto.

(a) As used in this Security Agreement, the singular shall include the plural and vice versa and any gender shall include any other gender as the text shall indicate.

7. Notwithstanding anything to the contrary contained in herein, or in any other agreement, instrument, or document executed by Debtor and delivered to Secured Party, Secured Party will not take any action pursuant to this Security Agreement which would constitute or result in a change in control of the Debtor requiring the prior approval of the Federal Communications Commission ("FCC") without first obtaining such prior approval of the FCC.

8. Except as otherwise specifically provided herein, all notices, requests or other communications required or permitted to be given hereunder shall be deemed duly given if mailed by certified or registered mail, return receipt requested, postage prepaid and, subject to the designation by the addressee of another address, addressed as follows:

(a) If to Debtor

If to Secured Party:

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