

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of June 28, 2019 between **MAPLETON LICENSE OF MEDFORD, LLC and SMG-MEDFORD, LLC** (for the Medford Stations); **MAPLETON LICENSE OF MERCED, LLC and SMG-MERCED, LLC** (for the Merced Stations); **MAPLETON LICENSE OF MONTEREY, LLC and SMG-MONTEREY, LLC** (for the Monterey Stations); **MAPLETON LICENSE OF REDDING, LLC and SMG-REDDING, LLC** (for the Redding Stations); **MAPLETON LICENSE OF SPOKANE, LLC and SMG-SPOKANE, LLC** (for the Spokane Stations); **MAPLETON LICENSE OF ALEXANDRIA, LLC and SMG-ALEXANDRIA, LLC** (for the Alexandria Stations); and **MAPLETON LICENSE OF MONROE, LLC and SMG-MONROE, LLC** (for the Monroe Stations), (each of the Mapleton entities a “*Licensee*” for the identified Stations, and each of the SMG entities a “*Programmer*” for the identified Stations).

RECITALS

WHEREAS, Licensee owns and operates the following commercial radio broadcast stations pursuant to certain authorizations issued by the Federal Communications Commission (the “*FCC*”):

<i>Station</i>	<i>Svc</i>	<i>Fac. Id.</i>	<i>Community of License</i>
KAKT	FM	17573	Phoenix, OR
KCMX-FM	FM	57434	Ashland, OR
KCMX	AM	60314	Phoenix, OR
KTMT	AM	57733	Ashland, OR
KTMT-FM	FM	60313	Medford, OR
KBOY-FM	FM	33678	Medford, OR
K284AE	FMT	17572	Ashland, OR
K296DA	FMT	179	Grants Pass, OR
K221CP	FMT	60310	Grants Pass, OR
K227AA	FMT	60311	Ashland, etc. OR
K241AG	FMT	17571	Grants Pass, OR
K258DB	FMT	60309	Phoenix, OR
K284AF	FMT	17570	Grants Pass, OR
K241CA	FMT	138438	Ashland, OR
K236CI	FMT	138950	Grants Pass, OR

(the “*Medford Stations*”)

<i>Station</i>	<i>Svc</i>	<i>Fac. Id.</i>	<i>Community of License</i>
KABX-FM	FM	41173	Merced, CA
KYOS	AM	41174	Merced, CA
KHTN	FM	20334	Planada, CA
KBRE	AM	87180	Merced, CA
KLOQ-FM	FM	65374	Winton, CA

KUBB	FM	7707	Mariposa, CA
K297BU	FMT	88155	Merced, CA

(the “Merced Stations”)

<i>Station</i>	<i>Svc</i>	<i>Fac. Id.</i>	<i>Community of License</i>
KCDU	FM	54621	Carmel, CA
KHIP	FM	9858	Gonzales, CA
KHIP-FM1	FMB	9862	Carmel Valley, CA
KKHK	FM	29337	Carmel, CA
KPIG-FM	FM	54745	Freedom, CA
KWAV	FM	7714	Monterey, CA
K291AE	FMT	84889	Seaside, CA

(the “Monterey Stations”)

<i>Station</i>	<i>Svc</i>	<i>Fac. Id.</i>	<i>Community of License</i>
KNRO	AM	51639	Redding, CA
KQMS	AM	87171	Redding, CA
KWLZ	FM	54039	Shasta Lake City, CA
KRDG	FM	41620	Shingletown, CA
KRRX	FM	41241	Burney, CA
KSHA	FM	51641	Redding, CA
KALF	FM	40919	Red Bluff, CA
K285DD	FMT	41240	Burney, CA
K280GP	FMT	71798	Bridgeport, etc. CA
K289BT	FMT	156510	Anderson, CA
K285FE	FMT	154828	Redding, CA

(the “Redding Stations”)

<i>Station</i>	<i>Svc</i>	<i>Fac. Id.</i>	<i>Community of License</i>
KGA	AM	11234	Spokane, WA
KZBD	FM	11243	Spokane, WA
KJRB	AM	11235	Spokane, WA
KEYF-FM	FM	53147	Cheney, WA
KDRK-FM	FM	11242	Spokane, WA
KBBD	FM	36488	Spokane, WA
K278CY	FMT	202782	Spokane, WA
K231CU	FMT	143870	Spokane, WA

(the “Spokane Stations”)

<i>Station</i>	<i>Svc</i>	<i>Fac. Id.</i>	<i>Community of License</i>
KBBK	FM	86913	Ball, LA

KEZP	FM	51078	Bunkie, LA
KLAA-FM	FM	8166	Tioga, LA

(the “Alexandria Stations”)

<i>Station</i>	<i>Svc</i>	<i>Fac. Id.</i>	<i>Community of License</i>
KMYT	FM	34016	Rayville, LA
KNNW	FM	67283	Columbia, LA
KXRR	FM	50405	Monroe, LA
KZRZ	FM	52510	West Monroe, LA

(the “Monroe Stations”)

(also each a “Station” and each reference to “Stations” herein correlating to and meaning, for the applicable Licensee and Programmer, those Stations in the identified Station group noted in the preamble hereof);

WHEREAS, Licensee desires to obtain programming for the Stations and Programmer desires to provide programming for broadcast and sell advertising time on the Stations on the terms and conditions set forth in this Agreement; and

WHEREAS, the parties hereto are also parties to an Asset Purchase Agreement (“Purchase Agreement”) of even date herewith for the sale and purchase of substantially all of the assets used or held for use in the business and operation of the Stations, subject to the prior approval of the FCC.

AGREEMENT

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows, with each Licensee and Programmer (for the respective Station groups) appearing when the singular of those terms are used herein, and each reference to “Stations” hereinafter correlating to and meaning, for the applicable Licensee and Programmer, those Stations in the identified Station group noted in the preamble hereof:

1. Term. The term of this Agreement (“Term”) will begin on July 1, 2019 (“Commencement Date”) and will continue for twelve (12) months thereafter, unless earlier terminated in accordance with the terms of this Agreement (or by mutual written agreement).

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on the Stations (including the primary and all secondary program streams and ancillary uses) for programming provided by Programmer (“Programs”) for broadcast twenty-four (24) hours per day, seven (7) days per week, excluding at Licensee’s option the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (“Broadcasting Period”) during which Licensee may broadcast public affairs programming. During the Term, subject to the reimbursement rights set

forth in **Schedule A**, Licensee agrees to continue in effect the current programming on the Stations, which shall be and constitute the Programs supplied by Programmer hereunder.

3. Advertising; Accounts Receivable. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Stations and for the collection of accounts receivable (“*Receivables*”) arising therefrom, and Programmer shall be entitled to all revenues of the Stations (including without limitation all revenues from the Stations’ websites, tower income and ancillary revenue), subject to the payment terms set forth on **Schedule A** attached hereto. For a period of One Hundred Fifty (150) days from the Commencement Date, Programmer shall collect all Receivables attributable to Licensee (existing prior to the Commencement Date) and remit such Receivables to Licensee as specified in Section 7.4 of the Purchase Agreement.

4. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on **Schedule A** attached hereto. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any of the Stations’ contracts and agreements and Programmer shall perform the obligations of Licensee thereunder, to the extent of the benefits received.

5. Control.

5.1 Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term. Licensee shall bear responsibility for the Stations’ compliance with all applicable provisions of the Communications Act of 1934, as amended, and the rules, regulations and published policies of the FCC promulgated thereunder (collectively, “*Communications Laws*”) and all other applicable laws. Without limiting the generality of the foregoing, Licensee will, subject to reimbursement pursuant to **Schedule A** hereof, retain and continue the regular pay and benefits of all employees of the Stations (excluding employees classified as corporate or headquarters personnel) as of the Commencement Date to ensure continuation of all Station operations in the ordinary course of business for the mutual benefit of Programmer and Licensee hereunder (“*Licensee Personnel*”). The foregoing notwithstanding, at no time during the Term shall the Licensee Personnel consist of less than a full-time manager for each Station, who will report to Licensee and will direct the day-to-day operations of the Stations. Licensee shall retain control over the policies, programming and operations of the Stations during the Term.

5.2 Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Licensee reserves the right to (x) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (y) preempt any Program in the event of a local, state, or national emergency, or (z) delete any commercial announcements that do not comply with the Communications Laws. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall consult with Programmer to broadcast substitute programming.

5.3 Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions and Part 11 of the FCC's Rules. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to a Station and Licensee shall upload such letters to such Station's online public inspection file as appropriate.

6. Programs.

6.1 Licensee acknowledges that it is familiar with the type of programming Programmer intends to include in the Programs and has determined that the broadcast of such programming on the Stations would serve the public interest. Programmer shall ensure that the contents of the Programs conform to all Communications Laws in all material respects. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that for any Programmer produced content included in the Programs, ownership of or license rights in such content shall be and remain vested in Programmer.

6.2 Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the Communications Laws relating to political broadcasts. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee and take such other actions as may be necessary to comply with the Communications Laws relating to political broadcasts and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the Communications Laws relating to political broadcasts; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

6.3 Programmer shall consult with Licensee in the selection of the Programs to ensure that the content of the Programs contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. On or before January 7, April 7, July 7 and October 7 of every year during the Term, Programmer shall provide to Licensee a list of significant community issues addressed in the Programs during the preceding quarter and the specific Programs that addressed such issues, except that Programmer shall not be responsible for providing such list on July 7, 2019 for Licensee's programming during the 2nd quarter of 2019. Such lists provided by Programmer hereunder may include issues addressed in any Licensee program aired on any of the Stations during the Broadcasting Period.

6.4 During the Term, Licensee and Programmer will maintain music licenses with respect to the Stations and the Programs, as appropriate.

7. Expenses. All income and expenses of each Station shall be prorated between the parties as of the Commencement Date. During the Term, Programmer will be responsible for: (a)

the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs supplied to Licensee, and (b) the costs of delivering the Programs to Licensee. Licensee will pay for the maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain each Station's broadcast operations in accordance with the Communications Laws and other applicable law. Licensee will also pay for all utilities supplied to its main studio and transmitter sites. Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all Licensee Personnel. Licensee will maintain throughout the Term appropriate liability, fire and extended coverage insurance on the Stations' main studio and transmitting sites in such amounts as it reasonably deems appropriate or as is required by the terms of any lease agreements applicable to such sites.

8. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters that may be assigned by the FCC for use by the Stations, and will ensure that proper station identification announcements are made with such call letters in accordance with the Communications Laws. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the Communications Laws. Programmer is authorized to use such call letters in its Programs and in any promotional material in any media used in connection with the Programs.

9. Maintenance. During the Term, Licensee shall maintain the operating power of each Station within the tolerances permitted by the FCC for such Station (except for KGA's and KJRB's authorized temporary reduced power operations, but only until such time as new facility construction is completed) and shall repair and maintain the Stations' towers and transmitter sites and equipment in good operating condition. Licensee shall use commercially reasonable efforts to provide at least forty-eight (48) hours prior notice to Programmer in advance of any maintenance work affecting the operation of the Stations and to schedule any such maintenance work at hours other than 6:00 A.M. to 12:00 Midnight (Monday to Sunday). If any Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of such Station to operate, Licensee shall immediately notify Programmer and shall undertake such repairs as are necessary to restore full-time operation of the Station within seven (7) days from the occurrence of any such loss or damage. In the event of any such interruption of service, other than for routine, scheduled maintenance, the parties agree the Fee will be reduced by the number obtained by multiplying the Fee by a fraction, the numerator of which is the number of hours during which service was interrupted, and the denominator of which is the total number of hours in the year in question.

10. Facilities. During the Term, Licensee shall provide Programmer access to and use of Licensee's studio and office facilities located in the various Stations' markets (for purposes of providing the Programs). When on Licensee's premises, Programmer shall not (a) act contrary to the terms of any lease for such premises, (b) permit to exist any lien, claim or encumbrance on the premises or (c) interfere with the business and operation of the Stations or Licensee's use of such premises.

11. Representations. Programmer and Licensee each represent and warrant to the other that (a) it has the power and authority to enter into this Agreement and to consummate the

transactions contemplated hereby, (b) it is in good standing in the jurisdiction of its organization and is qualified to do business in the states where the Stations are located, (c) it has duly authorized this Agreement, and this Agreement is binding upon it, and (d) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

12. Termination. This Agreement shall terminate upon closing of the transactions contemplated in the Purchase Agreement. This Agreement may be terminated by either party in the event of the expiration or termination of the Purchase Agreement. In the event of termination of either this Agreement or the Purchase Agreement for any reason, any payments made by Programmer hereunder to Licensee shall not be refundable. If this Agreement is terminated for any reason, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the *status quo ante*.

13. Events of Default.

13.1 The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement:

(a) Programmer fails to observe or perform any obligation contained in this Agreement or the Purchase Agreement in any material respect;

(b) Programmer breaches any representation or warranty made by it under this Agreement or the Purchase Agreement in any material respect;

(c) if Programmer shall: (i) make an assignment for the benefit of creditors, (ii) generally not be paying its debts as they mature, (iii) admit its inability to pay its debts as they mature, (iv) become insolvent or bankrupt (howsoever such insolvency or bankruptcy may be evidenced), (v) petition, consent or acquiesce to a petition by any other party by any tribunal for the appointment of any receiver, custodian, liquidator or trustee of or for it or any substantial part of its assets, (vi) commence, consent or acquiesce to any proceeding relating to it under any bankruptcy, reorganization, readjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, or (vii) have commenced against it, any of the foregoing proceedings and the same shall not be dismissed within sixty (60) days or an order, judgment or decree approving the petition in any such proceeding shall be entered against Programmer.

(d) Programmer fails to make any payment under this Agreement within three (3) business days of the date on which such payment is due.

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

13.3 Notwithstanding the foregoing, a non-monetary Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has

provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

14. Remedies Upon Default.

14.1 Upon termination of this Agreement by Licensee in the Event of Default by Programmer, Licensee shall have no further obligation to Programmer, including without limitation, (a) no obligation to return any amounts paid by Programmer under this Agreement and no obligation to make available to Programmer any further broadcast time or broadcast transmission facilities at the Stations, and (b) the right to declare immediately due and payable all amounts accrued or payable to Licensee by Programmer but not yet paid in full under this Agreement up to the termination date, plus all of Licensee's costs of collection, including without limitation, Licensee's reasonable attorneys' fees and expenses. A default by Programmer under this Agreement shall also constitute a default under the Purchase Agreement, for which Licensee shall be entitled to liquidated damages as set forth in Section 12.4 of the Purchase Agreement.

14.2 Upon termination by Programmer in the Event of Default by Licensee, Programmer shall have no further obligation to make payments under this Agreement except for amounts due and owing for obligations or liabilities incurred prior to the date of Programmer's notice of termination.

15. Indemnification.

15.1 Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Stations, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third-party rights or any Communications Law or other applicable law.

15.2 Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Stations, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or any Communications Law or other applicable law.

15.3 The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "Claim"), but a failure to give or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby materially prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and

conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim, (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment, unless (x) the indemnifying party pays all amounts in full and (y) such judgment, settlement or compromise includes the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim, and (z) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

(d) The obligations under this Section shall survive any termination of this Agreement.

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

17. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the Communications Laws and all other applicable laws. The parties agree that Licensee shall upload a copy of this Agreement to each Station's online public inspection file.

18. Notices. Any notice pursuant to this Agreement shall be in writing and shall be delivered as set forth in the Purchase Agreement.

19. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment, modification or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Oklahoma without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

20. Certifications. Licensee certifies that it maintains ultimate control over the Stations' facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Section 73.3555(a). With respect to sales of commercial advertising on the Stations, Programmer shall adhere to the Licensee's policy that Licensee does not accept advertising contracts that impermissibly discriminate on the basis of race or ethnicity, and that this non-discrimination provision is a condition of each advertising contract for each Station, whether verbal or written.

21. Payola. Programmer agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or from including, without limitation, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such requirements. Programmer agrees to annually, or more frequently at the request of Licensee, execute and provide Licensee with a Payola Affidavit. Programmer further agrees to: (a) complete any training required by Licensee on the subjects of payola, plugola and/or sponsorship identification, (b) obtain Licensee's prior written approval before accepting any item of value received from a record label, artist and/or independent promoter, and (c) provide to Licensee notice of any item of value received by Programmer from a record label, artist and/or independent promoter, along with any details or other information requested by Licensee with respect to such item(s). Failure by Programmer to provide Licensee with a Payola Affidavit or comply with items (a)-(c) above shall constitute a material breach by Programmer, for which Licensee may immediately terminate this Agreement.

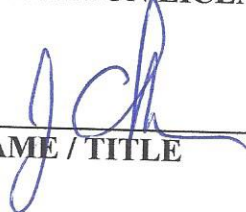
[Signature Pages Follow]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE:

MAPLETON LICENSE OF MEDFORD, LLC
MAPLETON LICENSE OF MERCED, LLC
MAPLETON LICENSE OF MONTEREY, LLC
MAPLETON LICENSE OF REDDING, LLC
MAPLETON LICENSE OF SPOKANE, LLC
MAPLETON LICENSE OF ALEXANDRIA, LLC
MAPLETON LICENSE OF MONROE, LLC



NAME / TITLE

PROGRAMMER:

SMG-MEDFORD, LLC
SMG-MERCED, LLC
SMG-MONTEREY, LLC
SMG-REDDING, LLC
SMG-SPOKANE, LLC
SMG-ALEXANDRIA, LLC
SMG-MONROE, LLC

David P. Stephens, Manager

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

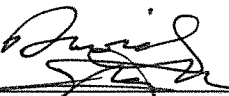
LICENSEE:

**MAPLETON LICENSE OF MEDFORD, LLC
MAPLETON LICENSE OF MERCED, LLC
MAPLETON LICENSE OF MONTEREY, LLC
MAPLETON LICENSE OF REDDING, LLC
MAPLETON LICENSE OF SPOKANE, LLC
MAPLETON LICENSE OF ALEXANDRIA, LLC
MAPLETON LICENSE OF MONROE, LLC**

NAME / TITLE

PROGRAMMER:

**SMG-MEDORD, LLC
SMG-MERCED, LLC
SMG-MONTEREY, LLC
SMG-REDDING, LLC
SMG-SPOKANE, LLC
SMG-ALEXANDRIA, LLC
SMG-MONROE, LLC**



David P. Stephens, Manager

SCHEDULE A

During the Term, and for the period thereafter as specified below, Programmer shall pay Licensee monthly an amount equal to fifty percent (50%) of the “Net Collected Revenues” of the Stations for the preceding month (“Fee”). For purposes of this Agreement, “Net Collected Revenues” shall be calculated as the Stations’ collected revenues less (i) all reasonable operating expenses incurred by Programmer to program and sell advertising on the Stations, including the salaries, taxes, insurance and related costs of Programmer’s employees during the Term, and (ii) the Reimbursable Expenses, defined below.

The Fee due to Licensee shall be paid monthly beginning on the tenth (10th) business day of the month following the Commencement Date, and on the tenth (10th) business day of every month thereafter for the remainder of the Term and any additional months (not to exceed twelve (12) months) following the expiration of the Term until such time as fifty percent (50%) of the Net Collected Revenues shall have been paid to Licensee. Programmer shall be responsible to provide Licensee with a statement of Net Collected Revenues or other documentation that Licensee shall reasonably request to accompany payment of the Fee. In the event this Agreement is terminated prior to the expiration of the Term, all accrued Fees under this Agreement shall be due and payable within fifteen (15) days of the effective date of such termination, pro-rated through the termination date, subject to the conditions of Section 14 above.

In addition to the Fee, during the Term, Programmer shall reimburse Licensee on a weekly basis in arrears for all reasonable operating expenses of the Stations incurred by Licensee in the operation of the Stations during the Term in the ordinary course of business and consistent with industry custom (taking into account this Agreement, the services provided hereunder, and the Stations’ expenses paid directly by Programmer in performing this Agreement) for which Licensee has submitted to Programmer a written reimbursement request supported by appropriate documentation of expenses (“Reimbursable Expenses”). Such Reimbursable Expenses shall include, without limitation:

- (a) all maintenance, power, electric and other utility bills (*i.e.*, for gas and water) associated with the operation of the Stations’ transmission and tower facilities during the Term;
- (b) maintenance, telephone, insurance, internet and cable expenses associated with the Stations’ studios or offices during the Term;
- (c) income, gross receipts, excise, real estate, personal property and sales taxes related to the ownership of Licensee’s assets or the Stations’ programming during the Term;
- (d) all music licensing fees, including the fees of SoundExchange, ASCAP, BMI, SESAC and GMR for Station operations during the Term; and
- (e) salaries, taxes, insurance and related costs for the Licensee Personnel during the Term.

Programmer's payment to Licensee for the Reimbursable Expenses shall be paid once per week, on each Friday during the Term.

Notwithstanding anything herein to the contrary, all costs associated with Licensee Personnel, including salaries, taxes and benefits, will be paid by Programmer to Licensee no later than two (2) days prior to the date on which Licensee pays such Licensee Personnel (*i.e.*, every other Wednesday during the Term.)

Licensee shall be solely responsible for any capital expenses, and Programmer shall have no obligation to reimburse such costs; however, Licensee shall not be required to reimburse or pay for any capital expenses made by Programmer.

If requested by Programmer, Licensee shall submit to Programmer periodically (but no more often than once per calendar quarter) a budget which shall set forth the monthly operating expenses for the Stations, and which shall contain detailed line item categories of expenses.

For purposes of the computation and payment of the Fee due hereunder, Net Collected Revenues and expenses of all LMA Stations shall be considered together, and a single overall payment shall be made. To the extent that Licensee makes available to Programmer the rights to program commercial FM station KEDG, Alexandria, Louisiana (Fac. Id. 86925) and commercial FM translator K289CB, Los Banos, CA (Fac. Id. 150261) during the Term, the revenue and expenses of such stations shall be included in the calculations set forth in this Schedule A.

Notwithstanding anything herein to the contrary, (i) during the Term, Reimbursable Expenses shall not include the salary and benefits of _____ and _____ shall not be included in the Licensee Personnel retained for the benefit of Programmer unless and until Programmer provides notice to Licensee of its intention to retain _____, at which time a total equal to one-half (1/2) of the salary and benefits payable to _____ as of the effective date of the notice shall be included in the Reimbursable Expenses, and (ii) Reimbursable Expenses shall not include the salaries and benefits set forth on the below chart ("*Chico Employees Expenses*") until such time as Licensee and Bustos Media Holdings, LLC have consummated the transaction set forth at FCC File No. BAL-20190501AAM ("*Chico Closing Date*"). On the day after the Chico Closing Date, the Chico Employees Expenses shall become Reimbursable Expenses.

Redding Employees for Chico:
Weekly Cost

Name	Position	Hours/week	Rate	Total
		10	\$ 24.04	\$ 240.38
		4	\$ 20.00	\$ 80.00
		10	\$ 15.00	\$ 150.00
		20	\$ 12.00	\$ 240.00
		10	\$ 14.00	\$ 140.00
		4	\$ 17.25	\$ 69.00
		4	\$ 14.00	\$ 56.00
		Subtotal		\$ 975.38
		Employer Taxes		\$ 74.62
		Workers Comp		\$ 13.90
		TOTAL		\$ 1,063.89