

SHARED SERVICES AGREEMENT

This Shared Services Agreement ("Agreement") is entered into as of _____, 2015 by and between **KAUZ, LLC**, a Delaware limited liability company and **KAUZ License Subsidiary, LLC**, a Delaware limited liability company (collectively referred to herein as "Licensee"), and **Raycom Media, Inc.** ("Provider"), a Delaware corporation.

WHEREAS, Licensee has entered into a contract to become the licensee of television station KAUZ-TV, Wichita Falls, Texas ("KAUZ") and following the grant of the consent of the Federal Communications Commission (the "FCC") and the consummation of the transactions contemplated thereby (the "Acquisition"), Licensee will own KAUZ;

WHEREAS, a subsidiary of Provider has entered into a contract to become the licensee of television station KSWO-TV, Lawton, Oklahoma ("KSWO");

WHEREAS, this Agreement will become effective as of the closing date of Licensee's acquisition of KAUZ and Provider's acquisition of KSWO (the "Effective Date"); and

WHEREAS, KAUZ and KSWO may be referred to individually as a "Station" and collectively as the "Stations;" and Provider and Licensee may be referred to individually as a "Party" and collectively as the "Parties".

NOW, THEREFORE, for their mutual benefit and in order to enhance the respective abilities of Provider and Licensee to compete with other media outlets serving the Wichita Falls, Texas market, Provider and Licensee agree as follows:

1. SHARING ARRANGEMENTS GENERALLY.

(a) **Sharing of Services.** From time to time, Provider and Licensee may agree to share the costs of certain services and procurements which they individually require in connection with the ownership and operation of the Stations. Such sharing arrangements may take the form of joint or cooperative buying arrangements, or the performance of certain functions relating to the operation of one of the Stations by employees of the owner and operator of the other Station (subject in all events to the supervision and control of personnel of the owner and operator of the Station to which such functions relate), or may be otherwise structured, and will be governed by terms and conditions upon which Provider and Licensee may agree from time to time. Such sharing arrangements may include non-managerial administrative and/or master control and technical facilities of the Stations and the sharing of grounds keeping, maintenance, security and other services relating to those facilities, subject to existing legal obligations of the parties. In performing services under any such sharing arrangement (including those described in Section 4), personnel of one Party will be afforded access to, and have the right to utilize, without charge, assets and properties of the other Party to the extent necessary or desirable in the performance of such services.

(b) **Leased Facilities.** As of the Effective Date, the Parties shall enter into the Lease attached hereto as Exhibit A.

2. CERTAIN SERVICES NOT TO BE SHARED.

(a) **Senior Management and Other Personnel.** At all times during the term of this Agreement, Licensee will maintain for the Station separate managerial and other personnel to carry out the selection and procurement of programming and exercise control over all financial, operational and personnel matters for the Station.

(b) **Programming and Sales.** Each Party will maintain for the Station owned and operated by it separate managerial and other personnel to carry out the selection and procurement of programming for such Station and the pricing and selling of commercial and advertising time on such Station, and in no event will the Parties or the Stations share services, personnel, retransmission consent negotiations, or information pertaining to such matters, except as set forth in Section 4(f)(i) below. Each Party will in all events have the exclusive right to sell advertising and commercial time on the Station owned and operated by it and receive all revenue from such sales.

3. GENERAL PRINCIPLES GOVERNING SHARING ARRANGEMENTS. All arrangements contemplated by this Agreement will be subject to, and are intended to comply in all respects with, the Communications Act of 1934, as amended (the "Act"), the rules, regulations and policies of the FCC, as in effect from time to time (the "FCC Rules and Regulations"), and all other applicable laws. The arrangements made pursuant to this Agreement will not be deemed to constitute "joint sales," "program services," "time brokerage," "local marketing," or similar arrangements or a partnership, joint venture, or agency relationship between the Parties or the Stations, and no such arrangement will be deemed to give either Party any right to control the policies, operations, management or any other matters relating to the Station owned and operated by the other Party. All arrangements contemplated by this Agreement, including the specific arrangements set forth in Sections 2 and 4, are subject to modification upon mutual agreement of the Parties so long as such arrangements, so modified, continue to be consistent with the principles set forth in this Section 3.

4. CERTAIN SPECIFIC SHARING ARRANGEMENTS. In furtherance of the general agreements set forth in Sections 1 through 3 above, Provider and Licensee have agreed as follows with respect to the sharing of certain services during the term of this Agreement:

(a) **Execution of Promotional Policies.** Provider personnel will implement and execute the promotional policy developed by Provider personnel for KSWO from time to time. Subject to direction and control by Licensee management personnel, Provider personnel will also implement and execute the promotional policy for KAUZ. Such implementation and execution will include such tasks as graphic design, production and media placement and buying.

(b) **Continuity and Traffic Support.** Provider personnel will carry out continuity and other tasks necessary to support traffic personnel and functions for KSWO.

Subject to direction and control by management personnel of Licensee, Provider personnel will also carry out continuity and such other tasks with respect to KAUZ.

(c) **Master Control.** Master control operators and related employees of Provider may carry out master control functions for KAUZ subject to the direction and control of Licensee management personnel.

(d) **Collections and Payable Support.** Subject to the direction and control of Licensee management personnel, Provider personnel will perform the tasks associated with the collection and application of proceeds of accounts receivable arising from the sale of advertising on KAUZ. However, Provider personnel will not perform any tasks or engage in any activities relating to the billing of purchasers of advertising or commercial time on KAUZ and will not engage in the payment of accounts payable of Licensee arising under contracts for the license of programming run or to be run on KAUZ, or the payment of Licensee's payroll, or other obligations of Licensee incurred in the normal course of business.

(e) **Transmission Facilities Maintenance.** Provider personnel will maintain and repair (as needed) the transmission facilities of KSWO. Subject to direction and control by Licensee management personnel, Provider personnel will also maintain and repair (as needed) the transmission facilities of KAUZ.

(f) **Newscast Production.**

(i) **Production and Delivery.** Utilizing both the management personnel and facilities of Provider, Provider will provide live-feed, fully-staffed and produced newscasts for broadcast on KAUZ at such times as Licensee may request from time to time by reasonable advance notice to Provider; provided that such newscasts will not comprise more than 15% (by duration) of the programming broadcast on KAUZ during any broadcast week. Provider will be responsible for delivering such newscasts to Licensee's broadcast facilities. If requested, Licensee shall make available to Provider (A) such space in the Licensee's studio and facilities as may be reasonably necessary to produce such newscasts, (B) such non-management-level news personnel as may be necessary to produce such newscasts, and (C) such technical facilities of KAUZ as may be necessary to produce such newscasts and to deliver such newscasts to Licensee's transmission facilities. Provider will use reasonable efforts to provide such newscasts that are of a quality appropriate to Licensee's market. Such newscasts will be produced exclusively for Licensee for broadcast on KAUZ, but may include non-exclusive videotape, graphics, news stories, field reports and other material. Licensee personnel will determine the title and format of such newscasts, and such newscasts will have an "on-air appearance" as if they had been originated by Licensee through KAUZ.

(ii) **Commercial, Advertising and Promotional Spots.** Licensee will determine the amount of commercial advertising time and promotional time to be provided for during such newscasts. Licensee will have the exclusive right to sell commercial advertising time during such newscasts and will retain all revenue from the sale of such commercial advertising time.

(iii) **Editorial Control and Responsibility.** Provider will use reasonable efforts to maintain a system of editorial review to ensure the accuracy, prior to broadcast, of all investigative reports and other stories prepared by Provider personnel and included in the newscasts which Provider provides to Licensee.

(iv) **Operating Conditions Agreement.** Provider and Licensee will collaborate to create a newscast operating conditions agreement or procedural memo which will provide the basis for daily operations, contingencies, Provider's access to breaking stories, procedures for compliance with FCC Rules and Regulations (including quarterly programs/issues requirements), regularly scheduled operations, editorial and ratings reviews and guidelines for access by Provider personnel to Licensee's facilities.

(g) **Services Fee.** In consideration for the services to be provided to Licensee by Provider personnel as described in Sections 4(a) through 4(f), Licensee will pay to Provider the fee (the "Services Fee") described in **Schedule 4(g).**

5. **INDEMNIFICATION; INSURANCE.** Without limiting any other provisions concerning indemnification contained in this Agreement, the Parties agree as follows:

(a) **Agreement to Indemnify by Provider.** Provider or any affiliated Provider entity hereby agrees, jointly and severally, to indemnify and save Licensee, its affiliates, and their respective shareholders, officers, directors, employees, successors and assigns, individually (each, a "Licensee Indemnitee"), harmless from and against, for and in respect of, any and all demands, judgments, injuries, penalties, damages, losses, obligations, liabilities, claims, actions or causes of action, encumbrances, costs, fines, expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) suffered, sustained, incurred or required to be paid by any Licensee Indemnitee (collectively, "Licensee Damages"), including, without limitation, any Licensee Damages related to a Licensee Indemnitee's obligations to any of its lenders or to a Licensee Indemnitee's licenses issued by the FCC arising out of or based upon or resulting from or in connection with or as a result of:

(i) the untruth, inaccuracy or breach of any obligation or agreement or any representation, warranty or covenant of Provider contained in or made pursuant to this Agreement, including in any Schedule or certificate delivered hereunder or in connection herewith;

(ii) the breach or nonfulfillment of any obligation or agreement of Provider contained in or made pursuant to this Agreement or in any other agreement, document or instrument delivered hereunder or pursuant hereto;

(iii) the assertion against a Licensee Indemnitee or Licensee's Assets of any liability or obligation of Provider (whether absolute, accrued, contingent or otherwise and whether a contractual, tort or any other type of liability, obligation or claim) not expressly assumed by Licensee pursuant to this Agreement;

(iv) any act or omission by Provider, or the untruth or inaccuracy of written or oral reports, data, financial materials, or information provided by Provider;

(v) any act or omission by Provider that subjects a Licensee Indemnitee to any complaint, investigation, suit, finding, consent decree or judgment or admission of liability under any law or regulation, including, without limitation, those governing (1) antitrust, unfair competition or unfair trade practices, (2) labor relations, (3) employment discrimination, (4) infringement of trademark, trade names, copyright, program titles or proprietary rights resulting from or relating to advertising or other material furnished by Provider for broadcast on the Station, (5) violation of rights of privacy, or (6) libel, slander, defamation, or other First Amendment rights;

(vi) any action or omission by Provider that directly or indirectly causes a Licensee Indemnitee to be in violation of (A) the FCC Rules and Regulations or the Act; or (B) any terms of Licensee's or a Licensee affiliate's agreements with its lenders; or

(vii) any violation or breach of a third party's right or harm to a third party as a result of the provision of any news content provided by Provider pursuant to Section 4(f) of this Agreement.

(b) **Agreement to Indemnify by Licensee.** Licensee agrees to indemnify and save Provider, its affiliates, and their respective shareholders, officers, directors, employees, successors and assigns (each, a "Provider Indemnitee") harmless from and against, for an in respect of, any and all demands, judgments, injuries, penalties, damages, losses, obligations, liabilities, claims, actions or cause of action, encumbrances, costs, fines expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) suffered, sustained, incurred or required to be paid by any Provider Indemnitee arising out of or based upon or resulting from or in connection with or as a result of the violation of any third party's rights as a result of the provision of any content by Licensee or its employees within any newscasts provided by Provider or its employees pursuant to Section 4(f) of this Agreement, or any variation by Licensee or its employees of any content provided by Provider or its employees in such newscasts.

(c) **Procedures Regarding Third Party Claims.** The procedures to be followed by Licensee and Provider with respect to indemnification hereunder regarding claims by third persons which could give rise to an indemnification obligation hereunder shall be as follows:

(i) Promptly after receipt of any Licensee Indemnitee or Provider Indemnitee, as the case may be, of notice of the commencement of any action or proceeding (including, without limitation, any notice relating to a tax audit) or the assertion of any claim by a third person, which the person receiving such notice has reason to believe may result in a claim by it for indemnity pursuant to this Agreement, such person (the "Indemnified Party") shall give notice of such action, proceeding or claim to the party against whom indemnification pursuant hereto is sought (the "Indemnifying Party"), setting forth in reasonable detail the nature of such

action, proceeding or claim, including copies of any written correspondence from such third person to such Indemnified Party.

(ii) The Indemnifying Party shall be entitled, as its own expense, to participate in the defense of such action, proceeding or claim, and, if (i) the action, proceeding or claim involved seeks (and continues to seek) solely monetary damages, (ii) the Indemnifying Party confirms, in writing, its obligations hereunder to indemnify and hold harmless the Indemnified Party with respect to such damages in their entirety, and (iii) the Indemnifying Party shall have made provision which, in the reasonable judgment of the Indemnified Party, is adequate to satisfy any adverse judgment as a result of its indemnification obligation with respect to such action, proceeding or claim, then the Indemnifying Party shall be entitled to assume and control such defense with counsel chosen by the Indemnifying Party and approved by the Indemnified Party, which approval shall not be unreasonably withheld or delayed. The Indemnified Party shall be entitled to participate therein after such assumption, the costs of such participation following such assumption to be at its own expense. Upon assuming such defense, the Indemnifying Party shall have full rights to enter into any monetary compromise or settlement which is dispositive of the matters involved; provided, that such settlement is paid in full by the Indemnifying Party and will not have any direct or indirect continuing material adverse effect upon the Indemnified Party.

(iii) With respect to any action, proceeding or claim as to which (i) the Indemnifying Party does not have the right to assume the defense or (ii) the Indemnifying Party shall not have exercised its right to assume the defense, the Indemnified Party shall assume and control the defense of and contest such action, proceeding or claim with counsel chosen by it and approved by the Indemnifying Party, which approval shall not be unreasonably withheld. The Indemnifying Party shall be entitled to participate in the defense of such action, proceeding or claim, the cost of such participation to be at its own expense. The Indemnifying Party shall be obligated to pay the reasonable attorneys' fees and expenses of the Indemnified Party to the extent that such fees and expenses relate to claims as to which indemnification is due. The Indemnified Party shall have full rights to dispose of such action, proceeding or claim and enter into any monetary compromise or settlement; provided, however, in the event that the Indemnified Party shall settle or compromise any claims involved in such action, proceeding or claim insofar as they relate to, or arise out of, the same facts as gave rise to any claim for which indemnification is due, it shall act reasonably and in good faith in doing so.

(iv) Both the Indemnifying Party and the Indemnified Party shall cooperate fully with one another in connection with the defense, compromise or settlement of any such action, proceeding or claim including, without limitation, by making available to the other all pertinent information and witnesses within its control.

(d) **Survival.** The indemnification obligations contained in this Section and in other provisions of this Agreement shall survive any termination of this Agreement.

(e) **Insurance.** Each Party will maintain the following types of insurance coverage for no less than the indicated amounts and will deliver to the other Party upon request a certificate of insurance showing the following: (1) comprehensive general liability insurance in

an amount of \$1,000,000; (2) worker's compensation and/or disability insurance; and (3) libel/defamation/First Amendment liability insurance in an amount of \$1,000,000, with a deductible of no more than \$100,000, as to which coverage each Party shall name the other Party as an additionally insured.

6. **FORCE MAJEURE.** If a *force majeure* event such as a strike, labor dispute, fire, flood or other act of God, failure or delay of technical equipment, war, public disaster, or other reason beyond the cause or control of Provider or Licensee prevents such Party or its personnel from performing tasks which it is required to perform under this Agreement during any period of time, then such failure will not be a breach of this Agreement and such Party will be excused from such performance during that time.

7. **UNENFORCEABILITY.** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability should change the basic economic positions of the Parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the Parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC Rules and Regulations, while attempting to preserve the intent of the Parties as embodied in the provisions of this Agreement. The Parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing. If the Parties are unable to negotiate a mutually acceptable modified Agreement, then either party may terminate this Agreement upon written notice to the other. Upon such termination, each Party shall be relieved of any further obligations, one to the other.

8. **TERM OF SHARING ARRANGEMENTS.**

(a) The term of this Agreement shall commence on the date of the Acquisition. The initial term of this Agreement is eight (8) years. Thereafter, the Agreement shall be extended for successive two-year renewal terms unless either Party provides written notice to the other of its desire to terminate this Agreement. Notwithstanding the foregoing, this Agreement and the sharing arrangements contemplated by this Agreement will terminate, at Provider's option and upon one hundred eighty (180) days' notice, if the Station is sold to a party other than Provider or its assignee.

(b) The following default and termination provisions shall apply to this Agreement:

(1) In addition to any other remedies available at law or equity, this Agreement may be terminated as set forth below by either Licensee or Provider, as applicable, by

written notice to the other, if the party seeking to terminate is not then in material default or breach of this Agreement, upon the occurrence of any of the following:

(i) By either party if the Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction, such order or decree has become final and no longer subject to further administrative or judicial review, and this Agreement cannot be reformed, in a manner reasonable acceptable to Provider and Licensee, to remove and/or eliminate the violation;

(ii) By Provider if Licensee is in material breach of its obligations hereunder and, in the event of a non-payment default only, such breach has not been cured by Licensee within thirty (30) days after notice thereof by Provider; provided, however, should Licensee fail to timely make the payments required in Schedule 4(g), Provider may terminate an Agreement without notice and without a cure period if any such payments are overdue by ten (10) days or more with termination under this Section 8(b)(1)(ii) being effective upon Provider's notice of termination, and upon such termination for non-payment Licensee and Provider shall have no further obligation to the other except for any sums due through the date of termination;

(iii) By Provider if Licensee is in material breach of its obligations hereunder and such breach has not been cured by Licensee within thirty (30) days after notice thereof by Provider;

(iv) The mutual written consent of the Parties;

(v) By Licensee or Provider if the other Party shall make a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which if filed against such party, has not been dismissed within one hundred eight (180) days thereof; and

(vi) By Provider if KAUZ, except due to an outage caused by a *Force Majeure* event or the negligence of Provider, fails to broadcast a reasonably acceptable signal for more than twenty-five (25) consecutive hours.

(2) Specific Performance. The Parties acknowledge that the subject matter of this Agreement is unique, the value thereof is not easily ascertainable, and breach of this Agreement by either Party would cause damages to the other that could not be adequately remedied through a judgment for money damages. Accordingly, the Parties agree that upon any material breach of this Agreement the non-breaching Party may elect to seek specific performance of this Agreement in lieu of filing an action for money damages.

(3) Attorneys' Fees. Should either Party institute any action or proceeding at law or in equity to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement by the

other party, or otherwise in connection with this Agreement, or any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable attorneys' fees and court costs in such action or proceeding

(c) No termination of this Agreement, whether pursuant to this Section 8 or otherwise, will affect Licensee's duty to pay any Services Fee accrued, or to reimburse any cost or expense incurred, prior to the effective date of that termination.

9. **AMENDMENT AND WAIVER.** This Agreement may be amended and any provision of this Agreement may be waived; *provided* that any such amendment or waiver will be binding upon a Party only if such amendment or waiver is set forth in a writing executed by such Party.

10. **NOTICES.** All notices, demands and other communications given or delivered under this Agreement will be in writing and will be deemed to have been given when personally delivered or delivered by express courier service. Notices, demands and communications to Provider or Licensee will, unless another address is specified in writing, be sent to the address indicated below:

To Licensee: KAUZ, LLC
KAUZ License Subsidiary, LLC
2131 Ayrsley Town Blvd., Suite 300
Charlotte, North Carolina 28273
Attention: President

To Provider: Raycom Media, Inc.
RSA Tower, 20th Floor
Montgomery, Alabama 36104
Attention: President

11. **ASSIGNMENT; BINDING AGREEMENT.** Licensee may not assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of Provider. Provider may assign any of its rights and obligations hereunder without the consent of Licensee. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

12. **NO STRICT CONSTRUCTION.** The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

13. **CAPTIONS.** The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.

14. **AUTHORITY; ENTIRE AGREEMENT.** Both Licensee and Provider represent that they are legally qualified and able to enter into this Agreement. This Agreement, the Sales Agreement, and the Option Agreement embody the entire agreement between the parties with respect to the subject matter hereof and thereof, and there are not other agreements, representations, or understandings, oral or written, between them with respect thereto.

15. **COUNTERPARTS.** This agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

16. **GOVERNING LAW.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware will control the interpretation and construction of this Agreement (and all schedules and exhibits hereto), even if under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

17. **PARTIES IN INTEREST.** Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties and their respective permitted successors and assigns any rights or remedies under or by virtue of this Agreement.

18. **WAIVER OF JURY TRIAL.** AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

19. **OTHER DEFINITIONAL PROVISIONS.** The terms "hereof," "herein" and "hereunder" and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term "including" is used in this Agreement (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) in connection with a listing of items within a

particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

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SIGNATURE PAGE TO SHARED SERVICES AGREEMENT

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

Licensee:

KAUZ, LLC

By: _____

Name: Thomas B. Henson

Title: President & CEO

KAUZ LICENSE SUBSIDIARY, LLC

By: _____

Name: Thomas B. Henson

Title: President & CEO

Provider:

RAYCOM MEDIA, INC.

By: _____

Name: Paul H. McTear, Jr.

Title: President & CEO

SCHEDULE 4(g)

Shared Services Agreement

Services Fee

Licensee will pay a Services Fee to Provider in accordance with the following:

1. Calculation of Services Fee. The Services Fee will be \$245,000.00 per month, adjusted annually on each anniversary of the Acquisition by a percentage equal to the change during the preceding twelve (12) months in the consumer price index for Dallas, Texas.

2. Payment Schedule. Services Fees shall be paid in arrears beginning on the 10th day of the month after the month when the Acquisition occurs, and will continue on the 10th day of each month thereafter during the term of this Agreement. For any partial portion of a month in which this Agreement is in effect, a pro rata payment shall be made.

[end of schedule]

LEASE

THIS LEASE (this "Lease"), is made and entered into on this _____ day of _____, 2015, between **KSWO, LLC**, a Delaware limited liability company ("Landlord") and **KAUZ, LLC** and its wholly owned subsidiary, **KAUZ LICENSE SUBSIDIARY, LLC**, both Delaware limited liability companies (collectively referred to as "Tenant").

ARTICLE I - LEASED PREMISES; OPTION TO PURCHASE

1.1 Demise of Leased Premises. Attached hereto as Exhibit A is a site plan of property located at 3601 Seymour Highway, Wichita Falls, Texas 76309, which includes the studio building (the "Building"), the transmission tower and equipment building (together, the "Tower"), which currently house the facilities of Stations KAUZ-TV ("KAUZ"), Wichita Falls, Texas (collectively, the "Leased Premises"). Landlord, in consideration of the rents and of the terms and conditions hereinafter contained, does hereby lease to Tenant, and Tenant, does hereby rent from Landlord: (i) the space in the Building outlined in red on the floor plan attached hereto as Exhibit A and incorporated herein; (ii) space on the Tower as described in Exhibit B; and (iii) the television broadcast equipment listed in Exhibit C (the "Leased Equipment"). Together, the Leased Premises and the Leased Equipment shall accommodate Tenant's business and the operations of KAUZ.

1.2 Condition of Leased Premises. Tenant accepts the Leased Premises in its "as is" condition as of the execution of this Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Tenant acknowledges that neither Landlord, any employee of Landlord, Landlord's property manager, nor any agent of Landlord has made any representation as to the condition of the Leased Premises or the suitability of the Leased Premises for Tenant's intended use. The taking of possession of the Leased Premises by Tenant shall be conclusive evidence that the Leased Premises were in good and satisfactory condition and suitable for the use intended by Tenant at the time such possession was taken. Upon request by Landlord, Tenant shall execute a commencement letter signifying such acceptance.

1.3 Leased Equipment. The Leased Equipment will be maintained by Landlord, but shall at all times be under the control of Tenant. Should repairs to or replacements of items of Leased Equipment be required in order for KAUZ to remain on the air with the facilities specified in its FCC licenses, Tenant will notify Landlord of the need for such repairs or replacements. If repairs or replacements are not made in a timely manner such that KAUZ must cease operations or operate with less than 80% of its FCC-authorized power, Tenant may make any needed repairs or equipment replacements itself and deduct the cost thereof, including labor costs, from the rent due under this Lease. Repairs or replacements of studio equipment will be similarly coordinated between Landlord and Tenant so as to assure continuity in the operations of KAUZ. Tenant may, at its own expense, add its own equipment to the operation of KAUZ provided such additions do not cause interference to Landlord's operations or those of other tenants and are compatible with the Tower and/or the Tenant's authorized use of the Building. Any changes or substitutions to the Leased Equipment as described in Exhibit C must be approved in writing by Tenant.

1.4 Option to Purchase. During the Term (defined below; herein, the “Option Term”), Tenant has an option (the “Option”) to purchase the Leased Premises and the Leased Equipment (together, the “Optioned Properties”) from Landlord on the following terms:

(a) The purchase price (the “Purchase Price”) under the Option shall be the fair market value of the Optioned Properties as of the date of the Exercise Notice (defined below). Fair market value will be determined by the parties in an arm’s length negotiation. Should the parties fail to agree to a fair market value within thirty (30) days after the date of the Exercise Notice, fair market value will be determined by an appraiser jointly selected by Landlord and Tenant within forty (40) days after the date of the Exercise Notice. If the parties fail to agree on the selection of an appraiser, each may appoint an appraiser and the two appraisers so appointed will appoint a third, independent appraiser and the average of the three resulting appraisals shall constitute the Purchase Price.

(b) To exercise the Option Tenant shall provide a written notice Landlord (the “Exercise Notice”) specifying the desired date of closing under the Option (the “Closing Date”), which shall be no later than ninety (90) days after the date of the Exercise Notice and no earlier than thirty (30) days thereafter, subject to reasonable adjustment to accommodate any appraisals required under the preceding subparagraph. Except for Landlord’s legal and other professional fees, Tenant agrees to pay all closing costs incurred in connection with Landlord’s purchase of the Leased Premises, including deed preparation, transfer taxes and tax stamps, recording fees, the Title Commitment (defined below), premiums for title insurance and other costs customarily imposed on the parties to a Texas real estate transaction. The parties will be jointly responsible for the fees and expenses of any appraisers used to assess the fair market value of the Optioned Properties.

(c) Tenant’s obligation to close under the Option is conditioned on the following: (i) the availability to Tenant of a reasonably acceptable commitment from a title company with offices in Wichita County, Texas, to issue to Tenant at standard rates an ALTA extended coverage owner’s title insurance policy, or policies, with respect to all of the Leased Premises with no exceptions other than non-material matters of record which do not impede the normal operation of KAUZ (a “Title Commitment”); (ii) at Tenant’s election, a Phase I environmental report (the “Phase I Report”) which demonstrates that no hazardous substances are present on the Leased Premises; and (iii) delivery by Landlord to Tenant on or before the Closing Date a certificate stating, to the extent such matters are not covered in the Phase I Report, that Landlord has no knowledge of: (x) any action that has been commenced or threatened regarding Landlord’s compliance with any federal, state, county and municipal law or regulation related to the Leased Premises; (y) any tanks used for storage of hazardous material on the Leased Premises; and (z) any polychlorinated biphenyls or friable asbestos on the Leased Premises or in the Leased Equipment; and (iv) as of the Closing Date, the Leased Equipment is good working order and may be conveyed to Tenant free of any liens or encumbrances.

(d) In the event either the Title Commitment or the Phase I Report are unsatisfactory to Tenant in its reasonable business judgement, Tenant may elect to postpone the Closing Date for up to one (1) year by giving written notice to Landlord of such postponement. In the event Tenant provides such a postponement notice, it shall be Landlord’s obligation to remedy any defects revealed in the Title Commitment or Phase I Report, as the case may be, during such postponement period, and to close the transaction as soon as possible within such period.

ARTICLE II - TERM

The term of this Lease shall be for a period of eight (8) years (the "Term"), commencing on _____, 2015 (the "Commencement Date"), and ending on _____, 2023 (the "Expiration Date"), unless sooner terminated pursuant to any provision hereof. The term of this Lease shall automatically renew for subsequent two (2) year terms (each, a "**Renewal Term**") and together with the Initial Term, the "**Term**") unless notice of termination is given by one of the Parties to the under hereunder.

ARTICLE III – RENT

3.1 Rent Tenant shall pay rent to Landlord starting with the Commencement Date of the Lease for the use and occupancy of the Leased Premises at an annual rate of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) ("Rent") payable in equal monthly installments of Fifteen Thousand and 00/100 Dollars (\$15,000.00) each, in advance, on the first day of each month during the Term hereof (except for the first payment due hereunder which shall be due seven (7) days after the Commencement Date). If the Term shall commence and end on a day other than the first day of a month, the monthly installment of Rent for the first and last partial month shall be prorated on a per diem basis. Rent and all other sums payable to Landlord under this Lease shall be payable in U.S. Dollars at the office of Landlord, or at such other place or places as Landlord may in writing direct. All Rent payable under this Lease shall be paid by Tenant without notice or demand, both of which are expressly waived by Tenant. Rent due under this Lease shall be paid by Tenant without offset or deduction.

Tenant will not be responsible for paying any additional rent or additional amounts for the following items, the estimated cost of which have been used in the determination of the Rent hereunder:

(a) Real Property Taxes. "Real Property Taxes" shall mean: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, government charge or tax imposed by any taxing authority against the Building or Property; (ii) any tax on the Landlord's right to receive, or the receipt of, rent or income from the Building or against Landlord's business of leasing the Building; (iii) any tax, or charge, or assessment, or any assessment for repayment of bonds for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Building for any governmental agency; (iv) any charge or fee replacing any tax previously included within the definition of real property tax; and (v) any costs incurred by Landlord in contesting such Real Property Taxes, whether successful or not. (Tenant shall, however, pay when due all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant).

(b) Insurance. Landlord shall maintain such insurance on the Building as Landlord reasonably deems appropriate.

(c) Common Expenses. "Common Expenses" shall mean all costs incurred by Landlord in cleaning, repairing, maintaining and operating the Tower, Building and the Common Areas (hereinafter defined) and shall include, but are not limited to, the following: gardening and landscaping; electrical, gas, water and sewer service and maintenance, repair and replacement of the facilities providing the same; maintenance; receptionists; mail room; security services; repair and replacement of signs; premiums for liability, property damage, fire and other types of casualty insurance on the Common Areas and worker's compensation insurance; all personal property taxes and assessments levied on or attributable to the Common Areas and all improvements thereon; all personal property taxes levied on or attributable to personal property used in connection with the Common Areas, the Tower and the Building; straight-line

depreciation on personal property owned by Landlord and consumed or used in the operation or maintenance of the Common Areas; rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Common Areas or the Building; fees for required licenses and permits; repairing, replacing, resurfacing, repaving, maintaining, painting, lighting, cleaning, refuse removal, security and similar items; reserves for roof replacement and exterior painting and other appropriate reserves; and any management fees. Notwithstanding the foregoing, any personal property taxes on Tenant's owned equipment, fixtures and other personal property shall be paid by Tenant, at Tenant's expense.

3.2 Annual Rent Increases. Commencing on the first day of the second Lease year after the Commencement Date, and on the first day of each Lease year thereafter during the Term (the "Adjustment Date"), the Rent Tenant shall pay to Landlord each month shall increase by an amount (the "Adjustment Amount") equal to the product of (i) the monthly Rent set forth in Section 3.1 and (ii) the percentage increase between the Price Index (hereinafter defined) in effect immediately preceding the Commencement Date and the Price Index in effect immediately preceding the Adjustment Date. The "Price Index" shall mean the revised Consumer Price Index for Urban Wage Earners and Clerical Workers (revised CPI-W), All Items, Dallas, Texas, metropolitan area, 1982-84=100, issued by the Bureau of Labor Statistics of the United States Department of Labor. If the Price Index is changed so that a base year other than 1982-84 is used, the Price Index used herein shall be converted in accordance with the conversion factor published by the Bureau of Labor Statistics. If the Price Index is discontinued during the Term, with no successor or comparable successor Price Index, Landlord shall have the right to select and substitute another similar index

3.3 Late Charges. Tenant's failure to pay Rent promptly may cause Landlord to incur unanticipated costs. The amount of such costs are difficult to ascertain, and therefore on any Rent payment not made within ten (10) days after it is due, Tenant shall pay Landlord a late charge equal to fifteen percent (15%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

3.4 Interest on Past Due Amounts. Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount, in addition to any late charges due under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

ARTICLE IV - COMMON AREAS

4.1 Common Areas. In this Lease, "Common Areas" shall mean all areas designated on Exhibit A and Exhibit B, which are available for common use and which are not part of the Leased Premises or the premises of Landlord or other tenants. Landlord may from time to time, at Landlord's sole discretion, change the size, location, nature and use of any of the Common Areas. Tenant acknowledges that such activities may result in occasional inconvenience and such activities and changes shall be expressly permitted if they do not materially affect Tenant's use of the Leased Premises.

4.2 Use of Common Areas. Tenant shall have the nonexclusive right (in common with all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Tenant shall abide by such rules and regulations and shall use its best effort to cause others who use the

Common Areas with Tenant's expressed or implied permission to abide by Landlord's rules and regulations. Tenant shall not, at any time, interfere with the rights of Landlord, other tenants, or any other person entitled to use the Common Areas.

4.3 Vehicle Parking. Tenant shall be entitled to use the vehicle parking spaces in the surface lot on the Property without paying any additional rent. Tenant's vehicle parking shall not be reserved and Tenant shall have access to spaces equal to the access of Landlord and other tenants. Unless specifically consented to in writing by Landlord, vehicles shall be parked only in striped parking spaces and not in driveways, loading areas or other locations not specifically designated for parking.

4.4 Common Area Maintenance. Landlord shall maintain the Common Areas in good order, condition and repair.

ARTICLE V - USE

5.1 Use. Tenant shall use the Leased Premises for the general operation of a television station and studio, and for no other purpose without the prior written consent of Landlord. Tenant will not use or occupy the Leased Premises for any unlawful purpose, and will comply with all present and future laws, ordinances, regulations, and orders of the United States of America, the state of Texas, and all other governmental units or agencies having jurisdiction over the Property and the Leased Premises. Tenant agrees to operate its business and the technical functions of KAUZ from the Leased Premises during the entire Term and to conduct its business in a reputable manner. Tenant shall not cause, maintain or permit any outside storage on or about the Leased Premises, shall not commit or suffer any waste upon the Leased Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building. No use shall be made or permitted to be made of the Leased Premises, nor acts done, which will increase the existing rate of insurance upon the Building or cause the cancellation of any insurance policy covering the Building, or any part thereof. Tenant shall not sell, or permit to be kept, used, in or about the Leased Premises, any article which may be prohibited by the standard form of fire insurance policy. Tenant shall, at its sole cost and expense, comply with any and all requirements, pertaining to the Leased Premises, of any insurance organization or company, necessary for the maintenance or reasonable fire and public liability insurance covering the Leased Premises, Building and appurtenances. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right to prescribe the weight, position and manner of installation of safes and other heavy equipment and fixtures.

5.2 ADA. Tenant shall at its expense make any improvements or alterations to the Leased Premises required to conform with the Americans With Disabilities Act of 1990 ("ADA") and any other laws, ordinances, orders or regulations of any governmental body or authority presently required or hereinafter enacted. Tenant represents and warrants that the use and occupancy of the Leased Premises as contemplated by this Lease comply or will comply fully with all such laws, ordinances, and other governmental requirements.

5.3 Mold. It is agreed and understood that mold spores are present essentially everywhere. Tenant acknowledges and understands that mold can grow in most moist locations including within the Leased Premises. Landlord places the burden on Tenant to properly prevent moisture in the Leased Premises, and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation and moisture control (especially in kitchens, bathrooms, beneath cabinets and

around outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the aforementioned Leased Premises, and certifies that Tenant has not observed mold, mildew or moisture within the Leased Premises. If Tenant observes mold/mildew and/or moisture conditions (from any source, including leaks), Tenant shall immediately notify Landlord and take, at Tenant's expense, appropriate corrective action. Tenant relieves, and shall indemnify and defend, Landlord from any liability for any personal injury or damages to property caused by or associated with moisture or the growth or occurrence of mold or mildew on or in the Leased Premises.

ARTICLE VI - SECURITY DEPOSIT

Landlord shall not require Tenant to pay a security deposit.

ARTICLE VII - OPERATIONS: UTILITIES: SERVICES

7.1 Operation. Landlord shall operate the Building consistent with standards customarily followed in the operation of comparable buildings, and in accordance with past practice.

7.2 Utilities and Services. Landlord shall provide Tenant with the following utilities and services during hours of operation:

(a) Central heat and air-conditioning, in season, at such temperatures and in such amounts as may be required to reasonably heat or cool the Leased Premises except in extreme temperature conditions or when limited by legal requirements.

(b) Hot and cold water to serve the Leased Premises as required for lavatory and drinking purposes and such other uses as are permitted pursuant to this Lease.

(c) Janitorial services if agreed upon by Landlord and Tenant on a daily basis, excluding holidays, in accordance with Landlord's janitorial contract.

(d) Electricity to the Leased Premises sufficient for standard consumption for general office lighting and the operation of typewriters, desktop personal computers, and other business machines of similar low electrical consumption.

7.3 Interruption of Services. Landlord shall not be in default under this Lease and shall not be liable to Tenant for failure to provide services pursuant to this Article if failure to provide the services is caused by factors outside of Landlord's control.

7.4 No Interference. Without Landlord's prior review and written consent, Tenant shall not install or operate any electrical, internet, satellite, microwave, or other systems that will or may necessitate any changes, replacements or additions to, or changes in the use of the Tower, Building, the water system, heating system, plumbing system, air-conditioning system or electrical system anywhere on the Leased Premises. Any changes, replacements or additions to those systems made necessary by Tenant's installation or operation of any such utility systems shall be made at Tenant's expense. Further, no such electrical, internet, satellite, microwave, or other systems will interfere with any other tenant in the Building or with any other buildings on the Property.

ARTICLE VIII - REPAIRS AND MAINTENANCE

In addition to its maintenance of the Leased Equipment, Landlord shall keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon the structural components and elements, and electrical, plumbing and mechanical systems, of the Building and all parts and appurtenances, which are required in the normal maintenance and operation of the Tower or the Building. Landlord shall also, at its sole cost and expense, keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance within and upon the Leased Premises, and all parts and appurtenances thereof, which are required in the normal maintenance and operation of the Leased Premises. The cost and expense of any maintenance or repair to the Building or Leased Premises necessary due to the acts or omissions of Tenant or Tenant's agents, employees, contractors, invitees, licenses or assignees, shall be reimbursed by Tenant to Landlord upon demand. Landlord shall not be obligated to make any repairs until notified in writing by Tenant, and Landlord shall then have a reasonable period of time to make such repairs. Landlord shall not be liable for any damage or loss occasioned by Landlord's failure to repair the Tower, Building or other portions of the Leased Premises unless it shall have failed to make such repair within a reasonable time following written notice from Tenant of the need for such repair.

ARTICLE IX - ALTERATIONS: TENANT'S PROPERTY

9.1 Alterations by Tenant. Tenant shall make no alterations, additions, replacements or improvements to the Leased Premises without the express written consent of Landlord which consent shall not be unreasonably withheld. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Tenant. All alterations, additions or improvements to the Leased Premises made by Tenant will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, by a contractor approved by Landlord, and shall become the property of the Landlord at the expiration of the Term of this Lease. Landlord reserves the right to require Tenant to remove any alteration, improvement or addition made to the Leased Premises by Tenant, and to repair and restore the Leased Premises to a condition substantially equivalent to the condition of the Leased Premises prior to any such alteration, addition or improvement. Tenant shall give Landlord at least ten (10) days' prior written notice of the commencement of any work on the Leased Premises. Landlord may elect to record and post notices of non-responsibility on the Leased Premises.

9.2 Contractors' Insurance Requirements. In the event Landlord gives its approval to Tenant pursuant to Section 9.1 hereof, Tenant shall require any third party vendor or contractor performing work on the Leased Premises to carry and maintain at no expense to Landlord: (a) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (\$2,000,000 for contractors who are

engaged to work on the Tower),bodily injury and property damage per occurrence; (b) Auto Liability insurance with a combined single limit of \$1,000,000; and (c) Workers' Compensation insurance in accordance with applicable state law and Employer's Liability insurance with limits of not less than \$100,000/\$100,000/\$500,000. Tenant shall obtain a Certificate of Insurance prior to commencement of work and Landlord and Tenant are to be additional insureds with respect to the liability coverages.

9.3 Tenant's Property. Provided Tenant is not in default under the terms of this Lease, Tenant, at its expense and at any time and from time to time, may install in and remove from the Leased Premises its trade fixtures, equipment, removable walls and wall systems, furniture and furnishings, provided such installation or removal is accomplished without damage to the Leased Premises or the Building and the installation does not interfere with the other tenants and their guests use of the Building. On or prior to the Expiration Date, Tenant shall remove all of Tenant's property from the Leased Premises and repair any damage to the Leased Premises caused by such removal. All property of Tenant remaining on the Leased Premises after the expiration of the Term of this Lease shall be deemed to have been abandoned and may be removed by Landlord and Tenant shall reimburse Landlord for the cost of such removal.

ARTICLE X - HAZARDOUS MATERIALS

10.1 Use of Hazardous Materials

(a) Tenant's Obligations and Liabilities: Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches this obligation, Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs or liabilities (including, without limitation, diminution in value of the Leased Premises, damages for the loss of restriction on use of rentable or usable space or of any amenity of the Leased Premises, damages arising from any adverse impact on marketing of space, and sum paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of Landlord by Tenant, includes, without limitation, costs incurred in connection with any investigations of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Premises. Without limiting the foregoing, if the presence of Hazardous Material on the Leased Premises caused by Tenant results in any contamination of the Leased Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Leased Premises to the conditions existing prior to the introduction of any such Hazardous Material in the Leased Premises, provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Leased Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

(b) Definition: As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 261) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

(c) **Inspection:** Landlord and its property manager or agents shall have the right, but not the duty, to inspect the Leased Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right to immediately enter upon the Leased Premises to remedy any contamination caused by Tenant's failure to comply, notwithstanding any other provisions of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for interference caused thereby.

(d) **Default:** Any default under this Paragraph shall be a material default enabling Landlord to exercise any of the remedies set forth in this Lease.

ARTICLE XI - ASSIGNMENT AND SUBLETTING

Tenant shall not assign, transfer or encumber this Lease or any part hereof and shall not sublet, grant licenses or concessions, nor allow any other occupant to come in, with or under Tenant, nor shall Tenant permit this Lease or the leasehold estate hereby created to become vested in or owned by any other person, firm or corporation by operation of law or otherwise without the prior written consent of Landlord.

Notwithstanding the above, any change in the ownership or power to vote a majority of Tenant's outstanding membership interests will not constitute a prohibited assignment for purposes of this Section. Acceptance of Rent by Landlord from anyone other than Tenant shall not be construed as a waiver by Landlord of the actions prohibited by this Section, nor as a release of Tenant from any obligation or liability under this Lease. In the event Landlord consents to an assignment or sublet by Tenant, Tenant, and any guarantor of Tenant, shall not be relieved from its obligations under this Lease.

One-half of any proceeds in excess of Rent which is received by Tenant pursuant to an assignment or subletting consented to by Landlord, less reasonable brokerage commissions actually paid by Tenant, and less other costs incurred by Tenant in connection with making the space available for lease, shall be remitted to Landlord within ten (10) days of receipt by Tenant. For purposes of this paragraph, all money or value in whatever form received by Tenant from or on account of any party as consideration for an assignment or subletting shall be deemed to be proceeds received by Tenant pursuant to an assignment or subletting.

In the event Tenant requests Landlord to consent to a proposed assignment, subletting, or encumbrance, Tenant shall pay to Landlord, whether or not such consent is ultimately given, all reasonable attorney's fees and costs incurred in connection with each such request.

ARTICLE XII - CASUALTY OR CONDEMNATION

12.1 Partial Damage of Leased Premises. Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Leased Premises. If the damage can be completely repaired within ninety (90) days from the date of such damage, and the cost of such repairs do not exceed fifty percent (50%) of the value of the Leased Premises, Landlord shall repair the damage as soon as reasonably possible. Otherwise, Landlord may elect either to (a) repair the damage as soon as reasonably possible, or (b) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage, whether Landlord elects to

repair the damage or terminate the Lease. If the damage to the Leased Premises occurs during the last six (6) months of the Lease Term, and if such damage or destruction is not the result of the act or omission of Tenant, Landlord or Tenant may elect to terminate this Lease. Notwithstanding the foregoing, any damage to the Leased Premises or the Building caused by Tenant, or its agents, employees or contractors, will be promptly repaired by Tenant, at Tenant's expense.

12.2 Total or Substantial Destruction. If the Leased Premises is totally or substantially destroyed by any cause whatsoever, or if the Tower or Building is substantially destroyed (even though the Leased Premises is not totally or substantially destroyed), this Lease shall, at the option of Landlord, terminate as of the date the destruction occurred. However, if the Leased Premises, or a comparable Tower or Building, can be rebuilt within one (1) year after the date of destruction to substantially the same condition as existed before the damage, Landlord may elect to rebuild the Leased Premises (or a comparable Tower or Building), at Landlord's own expense, in which case, this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election within thirty (30) days after the occurrence of the total or substantial destruction.

12.3 Temporary Reduction of Rent. If the Leased Premises is totally or substantially destroyed, or if the Leased Premises is damaged through no fault of Tenant's, and the Leased Premises is repaired pursuant to the provisions of this Article, Rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Leased Premises is impaired. Tenant shall not be entitled to any other compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Leased Premises.

12.4 Condemnation. If all or any portion of the Leased Premises is taken through eminent domain or sold under threat of such taking (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. All income, rent, awards or interest derived from any such taking or condemnation shall belong to and be the property of Landlord, and Tenant hereby assigns Tenant's interest, if any, in such award to Landlord.

ARTICLE XIII - INDEMNIFICATION AND INSURANCE

13.1 Indemnification by Tenant. The Landlord shall not in any event be responsible for loss of property from or for damage to person or property occurring in or about the Leased Premises, however caused, including but not limited to any damage from steam, gas, electricity, water, plumbing, rain, snow, leakage, breakage or overflow, whether originating in the Leased Premises, premises of other tenants, or any part of the Building whatsoever.

Tenant agrees to indemnify and hold harmless the Landlord from and against all claims of whatever nature arising from any accident, injury or damage to person or property during the Term of this Lease in or about the Leased Premises or arising from any accident, injury or damage to personal property occurring outside the Leased Premises but within the Building or any other property of which the Leased Premises is a part, where such accident, injury or damage results or is claimed to have resulted from an act, omission or negligence on the part of Tenant, or on the part of any of its licensees, agents, invitees, servants or employees. This indemnity agreement shall include indemnity against all costs, claims, expenses, penalties, liens and liabilities including attorney's fees incurred in or in connection with any such claims or proceedings brought thereon and the defense thereof.

13.2 Tenant's Insurance. Tenant will maintain Commercial General Liability insurance with respect to the Leased Premises naming Landlord as additional insured, with a combined single limit of \$1,000,000 bodily injury and property damage per occurrence and \$2,000,000 aggregate limit applicable to this location, and Auto Liability insurance with a combined single limit of \$1,000,000. This insurance coverage shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease. Landlord and its affiliates shall be named as additional insureds and the insurance shall be primary to any insurance maintained by Landlord. Tenant shall deliver to Landlord a Certificate of Insurance at least seven (7) days following to the commencement of the Term of this Lease and a renewal certificate at least seven (7) days prior to the expiration of the Certificate it renews. Said Certificate must provide thirty (30) days prior notice to Landlord in the event of material change or cancellation. Tenant also agrees to maintain broad form Commercial Property insurance coverage under ISO form CP1030 or like coverage under a non-ISO form covering all Tenant's personal property, improvements and betterments to their full replacement value and Worker's Compensation insurance in accordance with applicable state law and Employer's Liability insurance with limits of not less than \$100,000/\$100,000/\$500,000. Tenant agrees that if its use and occupancy of the Leased Premises cause the property insurer to raise premiums as a result of such use or occupancy, then Tenant will directly reimburse Landlord for the cost of such increased premium. Tenant agrees to comply with all reasonable recommendations from any insurer of the property that result as a direct result of the Tenant's use of the Leased Premises.

13.3 Survival of Indemnities. Each indemnity agreement and hold harmless agreement contained herein shall survive the expiration or termination of this Lease.

13.4 Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, if either party suffers a loss of or damage to property in the Leased Premises or related to this Lease, which is covered by valid and collectible insurance policies (or would be covered by policies which are required hereunder or which would be required but for any specific provisions for self-insurance or for a deductible), that party waives any claim therefor which it may have against the other party or its employees, regardless of whether negligence or fault of the latter party or its employees may have caused the loss or damage. Each party will have its appropriate insurance policies properly endorsed, if necessary, to prevent any invalidation of insurance coverage required hereunder due to these mutual waivers.

ARTICLE XIV - RIGHT OF ENTRY

The Landlord reserves the right to use the Building and every part thereof, and Tenant shall permit access to the Leased Premises to Landlord, Landlord's property manager or Landlord's agents or attorneys at all reasonable times for inspection and cleaning and from time to time to repair as provided in Article VIII, maintain, alter, improve and remodel, and to add additional offices to the Building and each part thereof; the Tenant shall not be entitled to any compensation, damages or abatement or reduction in Rent on account of any such repairs, maintenance, alterations, improvements or remodeling or adding of additional stories. The Landlord reserves the right at any time and from time to time to enter, and be upon the Leased Premises for the purpose of examining same. The Landlord shall have the right, at reasonable hours, and upon notice to Tenant, to enter upon the Leased Premises or exhibit the same to prospective tenants, lenders or insurers.

ARTICLE XV - PROPERTY LEFT ON THE LEASED PREMISES

Upon the expiration of this Lease or if the Leased Premises should be vacated at any time, or abandoned by Tenant, or this Lease should terminate for any cause, and at the time of such termination, vacation, or abandonment, Tenant or Tenant's agents, or any other person should leave any property of any kind or character on or in the Leased Premises, the property shall be deemed abandoned. Landlord, Landlord's property manager or Landlord's agents or attorneys, shall have the right and authority without notice to Tenant, Tenant's agents, or anyone else, to remove and destroy, or to sell or authorize disposal of such property, or any part thereof, without being in any way liable to the Tenant for the abandoned property. The abandoned property shall belong to the Landlord as compensation for the removal and disposition of said property.

ARTICLE XVI – Intentionally Left Blank

ARTICLE XVII - NOTICES

Any notice, demand, request, consent, approval or communication under this Lease shall be in writing and shall be deemed to have been duly given and received at the time and on the date when personally delivered, or one (1) day after being delivered to a nationally recognized commercial carrier service for next-day delivery or three (3) days after deposit in the United States mail, certified or registered mail with a return receipt requested, with all postage prepaid, addressed to Landlord or Tenant (as the case may be) as follows:

If to Landlord:

KSWO, LLC
201 Monroe St., 20th Floor
Montgomery, AL 36104
Attention: President

If to Tenant:

KAUZ, LLC
KAUZ License Subsidiary, LLC
2131 Ayrsley Town Blvd.
Suite 300
Charlotte, NC 28273
Attention: President

ARTICLE XVIII - MECHANIC'S LIENS

Tenant and any vendor, contractor or subcontractor performing work on behalf of Tenant shall keep the Building, the Leased Premises, and the improvements at all times during the Term of this Lease, free of mechanic's and materialmen's liens and other liens of like nature. Tenant at all times shall fully protect and indemnify Landlord against all such liens or claims and against all attorneys fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims.

Should Tenant fail fully to discharge any such lien or claim, Landlord, in its sole discretion, may pay the same or any part thereof, and Landlord shall be the sole judge of the validity of said lien or claim. All amounts so paid by the Landlord, together with interest thereon at the rate of fifteen percent (15%) from the time of payment by Landlord until repayment by Tenant, shall be paid by Tenant upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, payable monthly as Additional Rent.

ARTICLE XIX - SUBORDINATION; ATTORNMENT

19.1 Subordination. Landlord may, from time to time, grant first lien deeds of trust, security deeds, mortgages or other first lien security interests covering its estate in the Building (each a "Mortgage"). Tenant agrees that this Lease shall be subject and subordinate to each Mortgage, including any modifications, extensions or renewals thereof and advances thereunder from time to time in effect. The foregoing provisions shall be self operative, and no further instrument of subordination shall be required to make this Lease subject and subordinate to any Mortgage. Tenant shall, upon request, from time to time execute and deliver to Landlord or the holder of any Mortgage any instrument requested by Landlord or the holder of such Mortgage to evidence the subordination of this Lease to any such Mortgage.

19.2 Attornment. Tenant agrees to recognize and attorn to any party succeeding to the interest of Landlord as a result of the enforcement of any Mortgage (including the transferee as the result of a foreclosure or deed in lieu of foreclosure), and to be bound to such party under all the terms, covenants, and conditions of this Lease, for the balance of the Term of this Lease, including any extended term, with the same force and effect as if such party were the original Landlord under this Lease.

19.3 Confirming Agreement. Upon the request of Landlord, Tenant agrees to execute a subordination and attornment agreement incorporating the provisions set forth above and otherwise in form reasonably acceptable to Landlord.

19.4 Mortgagee Protection. Tenant agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise), of the address of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or, if such default cannot be cured within that time, then such additional time as may be necessary, if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

ARTICLE XX - COMPLIANCE WITH LAW AND RULES AND REGULATIONS

20.1 Compliance With Laws. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Tenant's use of the Leased Premises and with the recording covenants, conditions and restrictions, regardless of when they became effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinance pertaining to air and water quality Hazardous

Materials (as hereinafter defined), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of the Leased Premises.

20.2 Compliance with Anti-Terrorism Laws. Tenant is and shall at all times remain in compliance with (i) the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("OFAC"), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56 (the "USA PATRIOT Act"), as amended from time to time, and the rules and regulations promulgated thereunder from time to time and in any other enabling legislation or other Executive Orders in respect thereof; and (ii) other executive orders, laws, rules, regulations, legislations, or orders as may be enacted now or in the future relating to anti-terrorism measures (the Order and such other rules, regulations, legislation, or orders are collectively called the "Anti-terrorism Laws"). Tenant warrants that Tenant is not in violation of any Anti-terrorism Laws by virtue of entering into this Lease.

20.3 Rules and Regulations. The rules and regulations attached hereto as Exhibit D ("Rules and Regulations") are Landlord's Rules and Regulations for the Building. Tenant shall faithfully observe and comply with such Rules and Regulations and such reasonable changes therein (whether by modification, elimination, addition or waiver) as Landlord may hereafter make and communicate in writing to Tenant, which shall be necessary or desirable for the reputation, safety, care or appearance of the Building or the preservation of good order therein or the operation or maintenance of the Building or the equipment thereof for the comfort of tenants or others in the Building. In the event of a conflict between the provisions of this Lease and the Rules and Regulations, the provisions of this Lease shall control.

ARTICLE XXI - LANDLORD'S LIEN

Tenant hereby grants to Landlord, to secure payment by Tenant of all Rent and all other payments to be made by Tenant under this Lease and the performance by Tenant of all its other duties and obligations under this Lease, a first priority lien and security interest in all equipment, trade fixtures, goods and other tangible personal property now or hereafter owned by Tenant and located on the Leased Premises, and all substitutions, replacements, additions and accessions thereto and proceeds thereof. No such property shall be removed from the Leased Premises until all Rent and other amounts payable under this Lease have been paid and until Tenant has fully and completely performed all of the other duties and obligations of Tenant under this Lease. If Tenant is in default under this Lease, Landlord shall have, in addition to all other rights and remedies provided for herein or allowed by law or in equity, all rights and remedies of a secured party under the Uniform Commercial Code, including the right to sell any or all of the property described above at one or more public or private sales upon providing the notice required by the Uniform Commercial Code. Tenant agrees that ten (10) days' prior notice of any such sale will constitute commercially reasonable notice. Tenant shall, at the request of Landlord, execute and deliver such additional documents as may be reasonably required, including Uniform Commercial Code financing statements, to perfect the lien and security interest granted by Tenant to Landlord herein. Any statutory lien for rent is not waived, the express contractual lien and security interest herein granted being supplementary thereto.

ARTICLE XXII - ESTOPPEL CERTIFICATE

Tenant shall from time to time, upon not less than ten (10) days prior written notice by Landlord, execute, acknowledge and deliver to Landlord a statement in substantially the form attached hereto as Exhibit E:

(a) Certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications).

(b) Stating the dates to which the Rent and other charges hereunder have been paid by Tenant.

(c) Stating, to the best knowledge of Tenant, that Landlord is not in default in the performance of any covenant, agreement or condition contained in this Lease, and if Landlord is in default, specifying any such default of which Tenant may have knowledge.

(d) Stating the address to which notices to Tenant should be sent pursuant to Article XVII of this Lease.

Any such statement delivered pursuant hereto may be relied upon by any owner of the Tower, Building and/or the Leased Premises, any prospective purchaser of the Building and/or Leased Premises, any mortgagees or prospective mortgagee of the Tower, Building and/or Leased Premises, any prospective assignee of any such mortgagee, or any purchaser of Landlord, actual or prospective, of the underlying land upon which the Building and Leased Premises are located.

ARTICLE XXIII - HOLDING OVER

If Tenant retains possession of the Leased Premises or any part thereof after the termination of this Lease by lapse of time or otherwise without any modification of this Lease or other written agreement between the parties, Tenant shall be a month-to-month tenant at two hundred percent (200%) of the Rental rate in effect on the termination date. In addition, Tenant shall pay to Landlord all direct and consequential damages sustained by Tenant's retention of possession, including but not limited to lost rentals, leasing fees, advertising costs, marketing costs, Tenant finish expense and relocation costs. There shall be no renewal of this Lease by operation of law.

ARTICLE XXIV - TENANT'S STATUS

Tenant represents and warrants to Landlord that:

24.1 Power and Authority. Tenant has the right, power and authority to execute and deliver this Lease and to perform the provisions hereof, and is, to the extent required, qualified to transact business and in good standing under the laws of the State of Texas.

24.2 Authorization. The execution of this Lease by Tenant, or by the persons or other entities executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligations under this Lease in accordance with the provisions hereof have been, to the extent required, duly authorized by all necessary action of Tenant.

ARTICLE XXV - DEFAULTS AND REMEDIES

25.1 Default by Tenant. Tenant shall be in default under this Lease if:

(a) - Tenant shall fail to pay when due any Rent or other payment to be made by Tenant under this Lease.

(b) - Tenant violates or breaches, or fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Lease.

(c) - Tenant fails to take possession of or ceases to do business in or abandons any substantial portion of the Leased Premises.

(d) - Tenant becomes insolvent, or makes an assignment for the benefit of creditors; or any action is brought by Tenant seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property.

(e) - Tenant commences a voluntary proceeding under the Federal Bankruptcy Code, or any reorganization proceeding is instituted by Tenant for the settlement, readjustment, composition or extension of any of its debts upon any terms; or any action or petition is otherwise brought by Tenant seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or if any action is brought against Tenant seeking its dissolution or liquidations of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by Tenant or is not dismissed within 3 months after the date upon which it was instituted.

25.2 Landlord Remedies. On the occurrence of any default by Tenant, Landlord may, at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenant's right to Possession of the Leased Premises, in which case Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (a) the amount of the unpaid Rent and other charges which had been earned at the time of the termination; (b) the amount of the unpaid Rent and other charges which would have been paid for the balance of the Term after the termination; and (c) such other amounts as are necessary to compensate Landlord for the detriment caused by Tenant's failure to perform its obligations under the Lease, including, but not limited to, the cost of recovering possession of the Leased Premises, expenses of reletting, including necessary renovation or alteration of the Leased Premises, Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable. As used above, the "amount of the unpaid Rent and other charges" is computed by allowing interest on unpaid amounts at the rate of twelve (12%) per annum, or such lesser amount as may then be the maximum lawful rate;

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Leased Premises. In such event, Landlord shall be

entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent and other charges, as they become due hereunder;

(c) Elect to terminate the Lease. No such termination of this Lease shall affect Landlord's rights to collect Rent or other charges due for the period prior to termination. In the event of any termination, in addition to any other remedies set forth above, Landlord shall have the right to recover from Tenant upon such termination an amount equal to the excess of the Rent and other charges to be paid by Tenant during the remaining Term of this Lease over the then reasonable rental value of the Leased Premises for the remaining Term of this Lease, discounted to present value using a reasonable discount rate; and/or

(d) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Leased Premises is located. Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy. No action taken by or on behalf of Landlord under this section shall be construed to be an acceptance of a surrender of this Lease.

25.3 Landlord's Costs; Attorneys Fees. Tenant shall pay all costs and expenses incurred by Landlord as a result of any breach or default by Tenant under this Lease, including court costs and attorneys fees paid by Landlord.

25.4 Remedies Cumulative. The foregoing remedies are cumulative of, and in addition to, and not restrictive or in lieu of, the other remedies provided for herein or allowed by law or in equity, and may be exercised separately or concurrently, or in any combination, and pursuit of any one or more of such remedies shall not constitute an election of remedies which shall exclude any other remedy available to Landlord.

25.5 Non-Waiver. Landlord's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any default or any remedy, and no waiver by Landlord of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any right or remedy then or thereafter existing. No failure of Landlord to pursue or exercise any of its rights or remedies or to insist upon strict compliance by the Tenant with any term or provision of this Lease, and no custom or practice at variance with the terms of this Lease, shall constitute a waiver by Landlord of the right to demand strict compliance with the terms and provisions of this Lease.

ARTICLE XXVI - MISCELLANEOUS

26.1 No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

26.2 No Representations by Landlord. Neither Landlord, Landlord's property manager, or any agent or employee of Landlord has made any representations or promises with respect to the Leased Premises or Building except as set forth in this Lease, and no rights, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth.

26.3 Waiver of Jury Trial. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord

and Tenant hereunder, Tenant's use of occupancy of the Leased Premises, and/or any claim of injury or damage.

26.4 Severability of Provisions. If any clause or provision of this Lease shall be determined to be illegal, invalid or unenforceable under the present or future laws effective during the Term hereof, then and in that event it is the intention of the parties that the remainder of this Lease shall not be affected by the invalid clause and shall be enforceable to the fullest extent of the law, and it is also the intention of the parties to this Lease that in place of any such clause or provision that is illegal, invalid, or unenforceable there be added as a part of his Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

26.5 Benefits and Burdens. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, permitted successors and permitted assigns. Landlord shall have the right, at any time and from time to time, to freely and fully assign all or any part of its interest under this Lease for any purpose whatsoever. Neither Landlord nor any owner of any interest in Landlord whether disclosed or undisclosed, shall be under any personal liability with respect to any of the provisions of this Lease. If Landlord is in breach or default with Tenant's obligations under or in connection with this Lease or otherwise, Tenant shall look solely to the equity of Landlord in the Leased Premises for the satisfaction of Tenant's remedies.

26.6 Landlord's Liability. The Obligations of the Landlord under this Lease do not constitute personal obligations of Landlord or of the individual partners, joint venturers, directors, officers, shareholders or beneficial owners of the Landlord, and Tenant shall look solely to the Building and to no other assets of the Landlord for satisfaction of any liability in respect to this Lease. Tenant will not seek recourse against Landlord or such individual entities or such other assets for such satisfaction. As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Leased Premises or the leasehold estate under a ground lease of the Leased Premises at the time in question. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee, by actual transfer or appropriate credits, all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease.

26.7 Recording. Tenant shall not record this Lease without Landlord's prior written consent, and such recordation shall, at the option of Landlord, constitute a non-curable default of Tenant hereunder. Tenant shall upon request of Landlord, execute, acknowledge and deliver to Landlord a short-form memorandum of this Lease for recording purposes.

26.8 Surrender of Premises. Upon termination of this Lease, by expiration of Term, or otherwise, Tenant shall redeliver to Landlord the Leased Premises broom clean and in good order and condition, ordinary wear and tear excepted. Tenant shall remain liable for holdover rent until the Leased Premises shall be returned in such order to Landlord.

26.9 Interpretation. The captions of the Sections and Articles of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the contents of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents,

employees, contractors, invitees, successors or others using the Leased Premises with Tenant's expressed or implied permission.

26.10 Entire Agreement. It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understanding, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none hereof shall be used to interpret or construe this Lease. All amendments to this Lease shall be in writing and signed by all parties. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

26.11 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, the party taking the action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party; provided, however, in no event shall the foregoing apply to the financial obligations of either Landlord or Tenant to the other under this Lease, including Tenant's obligation to pay Rent or any other amount payable to Landlord hereunder.

26.12 Choice of Law. The laws of the State of Texas shall govern the validity, performance and enforcement of this Lease.

26.13 Time of Essence. Time is of the essence with respect to each of Tenant's obligations hereunder.

IN WITNESS WHEREOF, these presents have been executed as of the day and year first above written.

LANDLORD:

KSWO, LLC

By: _____

Name: Paul H. McTear, Jr.

Title: President & CEO

TENANT:

KAUZ, LLC

By: _____

Name: Thomas B. Henson

Title: President & CEO

KAUZ LICENSE SUBSIDIARY, LLC

By: _____

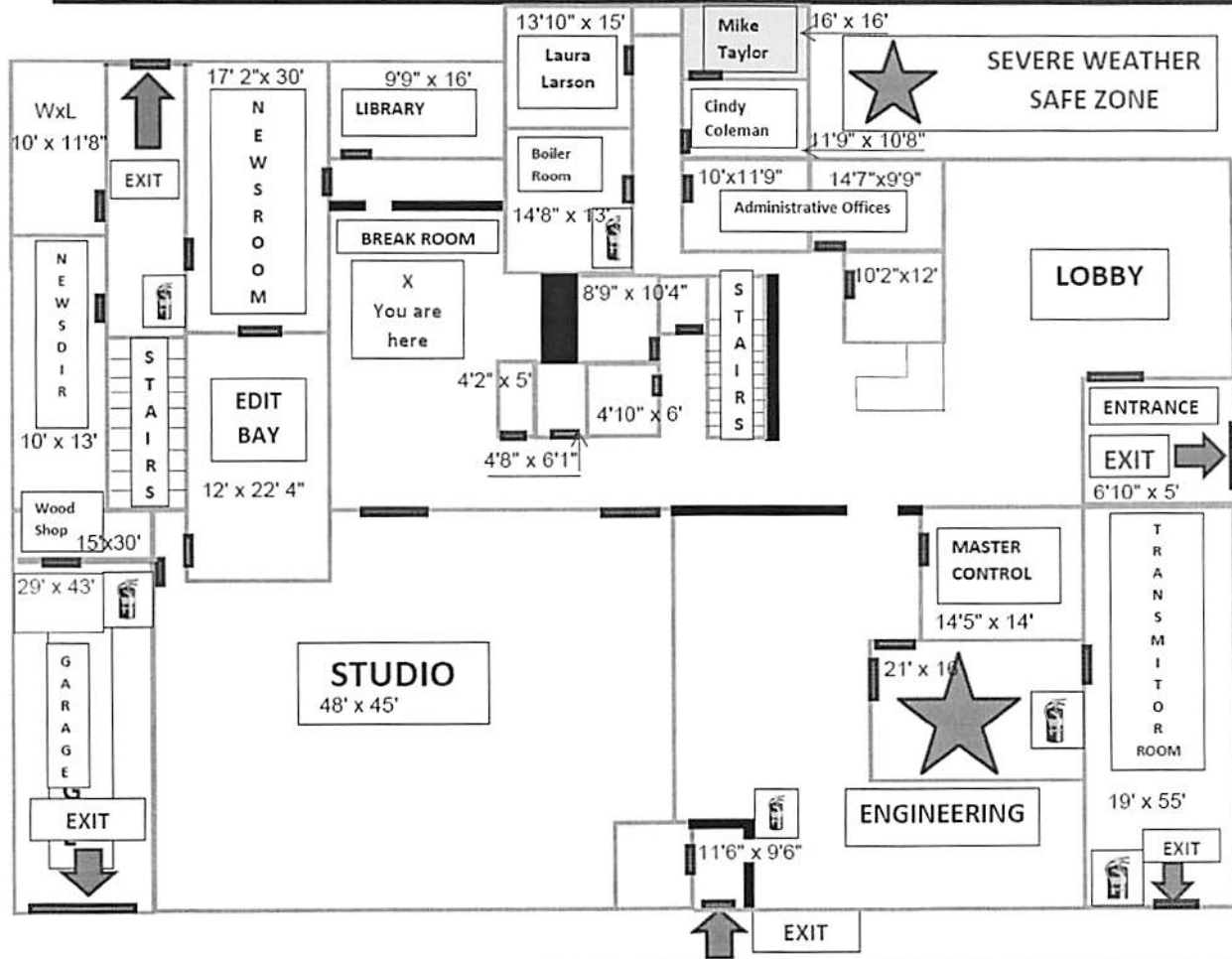
Name: Thomas B. Henson

Title: President & CEO

EXHIBIT A

RENTAL SPACE IN THE BUILDING

KAUZ GROUND FLOOR



KAUZ SECOND FLOOR

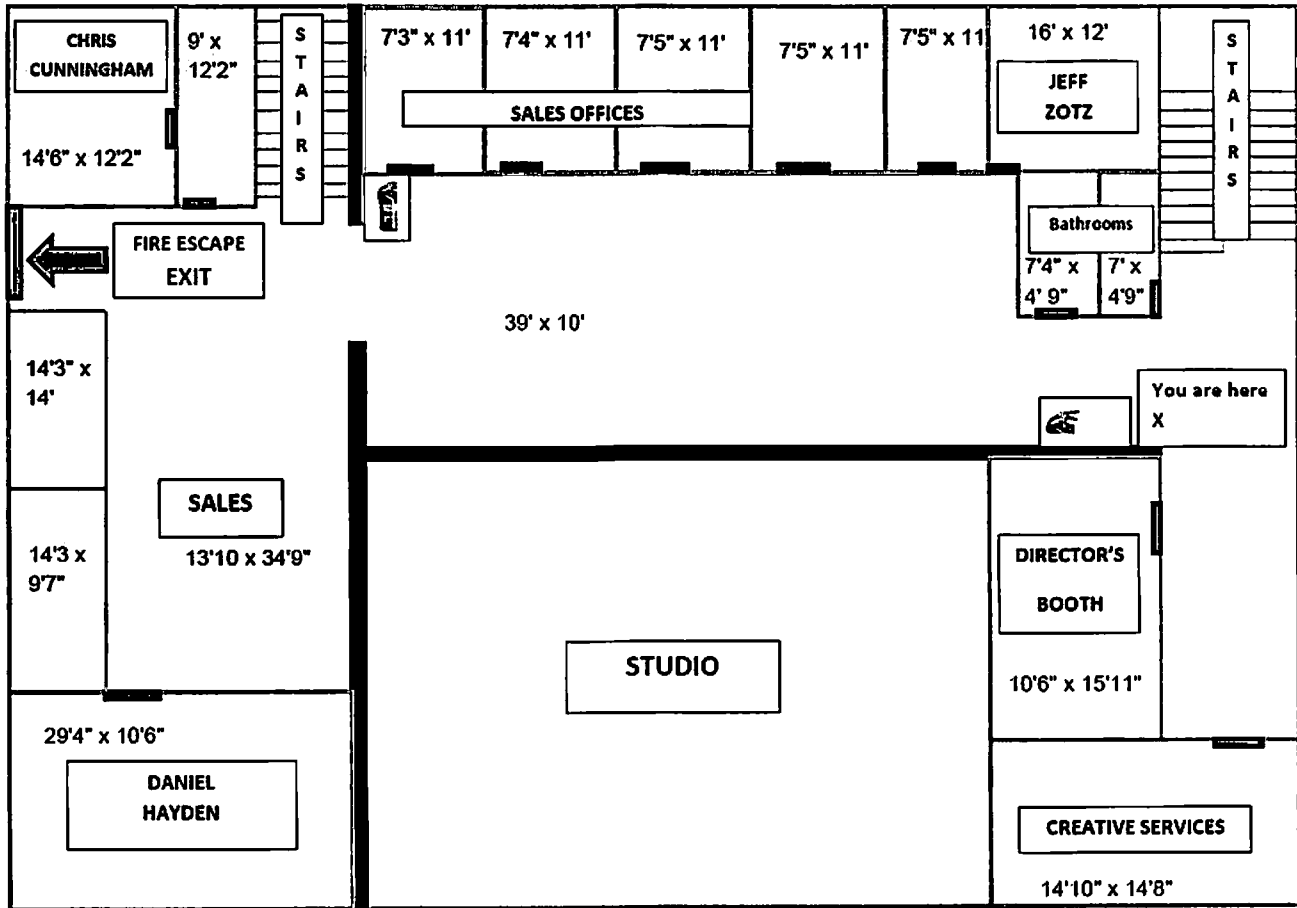


EXHIBIT B
DESCRIPTION OF THE TOWER

ASR Registration Search

Registration 1049789 [Map Registration](#)**Registration Detail**

Reg Number	1049789	Status	Constructed
File Number	A0658140	Constructed	01/01/1959
EMI	No	Dismantled	
NEPA	No		

Antenna Structure

Structure Type TOWER - Free standing or Guyed Structure used for Commu

Location (in NAD83 Coordinates)

Lat/Long	33-54-04.0 N 098-32-22.0 W	Address	3601 SEYMOUR HIGHWAY
City, State	WICHITA FALLS , TX		
Zip	76309	County	WICHITA
Center of AM Array		Position of Tower in Array	

Heights (meters)

Elevation of Site Above Mean Sea Level	Overall Height Above Ground (AGL)
309.4	314.5
Overall Height Above Mean Sea Level	Overall Height Above Ground w/o Appurtenances
623.9	291.8

Painting and Lighting Specifications

FCC Paragraphs 1, 3, 7, 16, 21

FAA Notification

FAA Study	98-ASW-0414-OE	FAA Issue Date	03/18/1998
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Owner & Contact Information

FRN	0019276534	Owner Entity Type	
Assignor FRN	0009510603	Assignor ID	L00735579

Owner

Texhoma Broadcasting LLC
Attention To: Mike Taylor
3601 Seymour Highway
Wichita Falls , TX 76309

P: (940)322-6957
F:
E: mtaylor@kswo.com

Contact

Senter , Meredith S Jr.
2000 K Street, NW, Suite 600
Washington , DC 20006

P: (202)429-8970
F:
E: msenter@lrmansenter.com

Last Action Status

Status	Constructed	Received	11/24/2009
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Purpose	Change Owner	Entered	11/24/2009
Mode	Interactive		

Related Applications

11/24/2009	A0658140	- Change Owner (OC)
02/12/2007	A0541220	- Change Owner (OC)
02/12/2007	A0541221	- Admin Update (AU)

Related applications (5)

Comments**Comments**

None

History

Date	Event
11/25/2009	Registration Printed
11/25/2009	Change of Ownership Letter Sent
11/24/2009	Change of Ownership Received

All History (12)

Automated Letters

11/25/2009	Authorization, Reference
11/25/2009	Ownership Change, Reference 637934
02/13/2007	Application Receipt, Reference 553307

All letters (8)

[CLOSE WINDOW](#)

<http://www.fcc.gov>

Licensing and Management System

FRN: 0014685564 | [Search \(/dataentry/public/tv...](#) [Log Out \(/dataentry/_spring_security_logout\)](#)[Applications \(/dataentry/secure/applications.html\)](#)[Authorizations \(/dataentry/secure/authorizations.html\)](#)[Facilities \(/dataentry/secure/facilities.html\)](#)

Schedule 381 Certification

Approved by OMB (Office of Management and Budget) 3060-0837

Application Submitted

[FAQ \(/dataentry/apl/download/faq\)](#)[Download Reference Copy \(/api/download/draftcopy/DTV/25076f914e1cdcc3014e2803e9aa19b3\)](#)

Your application has been submitted for processing.

- Please pay any **fees** associated with this application.
- Use the assigned **File Number** when referencing this application in the future.
- The progress of this application can be tracked on the **Applications** page.

Application Summary

File Number: 0000002203
Application Purpose: SCH
Status: SUB
Date Submitted: 2015-06-26

Applicant Information

Name: HOAK MEDIA OF WICHITA FALLS
LICENSE, LLC
Title:
Address: 3963 MAPLE AVENUE
SUITE 450
DALLAS, TX 75219
United States
Phone: +1 (972) 960-4896
Email: edv@hoak.net

[View Submitted Applications](#)Technical problems or trouble accessing the system? Submit Help Request (<https://esupport.fcc.gov/request.htm>) or Contact (877) 480-3201 TTY: (717) 338-2824

Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Phone: 1-888-225-5322

TTY: 1-888-835-5322

Fax: 1-866-418-0232

Contact Us (<http://www.fcc.gov/contact-us>)RSS (<http://www.fcc.gov/rss>)Privacy Policy
(<http://www.fcc.gov/encyclopedia/privacy-policy>)Moderation Policy
(<http://www.fcc.gov/comment-policy>)
Website Policies & Notices
(<http://www.fcc.gov/encyclopedia/website-notices>)Required Browser & Plug-ins
(<http://www.fcc.gov/encyclopedia/required-plugin-players-and-readers>)FOIA (<http://www.fcc.gov/foia>)No Fear Act Data
(<http://www.fcc.gov/encyclopedia/no-fear-act-data>)Open Government Directive
(<http://www.fcc.gov/open>)Plain Writing Act
(<http://www.fcc.gov/encyclopedia/plain-writing-fcc>)2009 Recovery and Reinvestment Act
(<http://www.fcc.gov/encyclopedia/american-recovery-and-reinvestment-act-2009>)



(REFERENCE COPY - Not for submission)

Schedule 381 Certification

File Number: 0000002203 | Submit Date: 06/26/2015 | Call Sign: KAUZ-TV | Facility ID: 6864 | FRN: 0014685564 | State: Texas | City: WICHITA FALLS
Service: DTV | Purpose: Schedule 381 | Status: Submitted | Status Date: 06/26/2015 | Filing Status: Active

General Information

Section	Question	Response
Attachments	Are attachments (other than associated schedules) being filed with this application?	Yes

Applicant Information

Applicant Name, Type, and Contact Information

Applicant	Address	Phone	Email	Applicant Type
HOAK MEDIA OF WICHITA FALLS LICENSE, LLC Applicant Doing Business As: HOAK MEDIA OF WICHITA FALLS LICENSE, LLC	3963 MAPLE AVENUE SUITE 450 DALLAS, TX 75219 United States	+1 (972) 960-4896	edv@hoak.net	Other

Authorization Holder Name

- ☐ Check box if the Authorization Holder name is being updated because of the sale (or transfer of control) of the Authorization(s) to another party and for which proper Commission approval has not been received or proper notification provided.

**Contact
Representatives
(2)**

Contact Name	Address	Phone	Email	Contact Type
Tom W. Davidson Akin Gump Strauss Hauer & Feld LLP	1333 New Hampshire Avenue, NW Washington, DC 20036 United States	+1 (202) 887-4011	tdavidson@akingump.com	Legal Representative
Joseph M. Davis , P.E. . Consulting Engineer Chesapeake RF Consultants, LLC	207 Old Dominion Road Yorktown, VA 23692 United States	+1 (703) 650-9600	Joseph.Davis@RF-consultants.com	Technical Representative

Schedule 381

Section	Question	Response
Database Certification	License File Number:	BLCDT-20090724ACR
	Licensee hereby certifies that it has reviewed its license authorization/construction permit and underlying Database Technical Information for its Eligible Facility as reflected in File Number BLCDT-20090724ACR and	It is accurate and complete to the best of its knowledge
Information on Licensed Facility	Transmitter Make:	Thales
	Transmitter Model:	DCX Millenium
	Transmitter Maximum Power Output:	20.0
	Transmitter Type:	Tube
Licensee's Primary Antenna	Antenna Type:	Slot
	Is the licensee's primary antenna capable of operating over multiple channels (e.g., broadband)?	No
	Is the licensee's primary antenna shared?	No
	Antenna Location:	Top Mount
Licensee's Primary Transmission Line	Transmission Line Type:	Rigid
	Section Lengths:	20 feet
Antenna Support Structure	Year of last structural analysis conducted on the structure:	2010
	Under what structural standard was the last structural analysis conducted:	Other
	Does the licensee own this antenna support structure:	No
	Name of the third-party entity that owns the antenna support structure:	Texhoma Broadcasting LLC

Certification

Section	Question	Response
General Certification Statements	<p>The Applicant waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by authorization or otherwise, and requests an Authorization in accordance with this application (See Section 304 of the Communications Act of 1934, as amended.).</p> <p>The Applicant certifies that neither the Applicant nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. §862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR §1.2002(b), for the definition of "party to the application" as used in this certification §1.2002(c). The Applicant certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.</p>	
Authorized Party to Sign	<p>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</p> <p>I certify that this application includes all required and relevant attachments.</p> <p>I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.</p>	<p>Yes</p> <p>Eric D Van den Branden <i>President</i></p> <p>06/26/2015</p>

Attachments

File Name	Uploaded By	Attachment Type	Description
KAUZ-TV Schedule 381.2(d) Exhibit.pdf	Applicant	All Purpose	Antenna Support Structure Exhibit

Hoak Media Of Wichita Falls License, LLC
Form 2100, Schedule 381
Exhibit to Question 2(d)(2)

Antenna Support Structure

The last structural analysis was conducted under the EIA RS-222-A Standard.

EXHIBIT C
LEASED EQUIPMENT

CORE EQUIPMENT

Vehicles

2004 Jeep Grand Cherokee
1999 Ford Van
2001 Ford Excursion SUV
2007 Toyota Yari HD
2010 Hyundai Accent
1998 Jeep Cherokee
2011 Toyota Yaris
2012 Mazda Sport
2013 Ford Fiesta
2014 Chev Spark

Tower&Transmitter

1080' Guyed Triangular Tower
100' Self-Supporting Sq Tower
1100' of 3" Transmission Line
Channel 22 Dipole TV Antenna
TV Test Receiver
249 KVA Auto Voltage Reg
Bypass Switch
Surge Suppressor
5 KW UHF Digital TV Transmitter
Harmonic Filter
Multiplexer
10 KWF UHF Digital TV Transmitt
2.0 Mtr Motorized Satellite Dish An
Doppler Radar Transmitter
Transport Stream Multiplexer
Satellite Receiver
190 AD Tec ASI MUX - Multiplexer
SPARE ENCODER - HD UPGRAD
MULTIPLEXER BOARD-BACKUP
Transformer Power Supply
Exciter Power Supply-Transmitter

Video Tape Equipment

Betacam SP Video Cassette Tape Player
Ross Video Frame/Pwr Supply/mux
7" LCD Video Monitor w/rack mount
7" LCD Video Monitor w/rack mount
Lex 3-Dual Channel Sys/Graphics
Lex 3 - Single Channel Sys
1 RU Converter

Video Tape Equipment (Con't)

Multiviewer W/Options
HD Caption Encoder

Audio Console Sys Production Switcher - Panel
Production Switcher - Main Frame 149 Leader Generator/Analysis/scripting
UPS Master Frame 155 HD Satellite Receiver #1
HD Satellite Receiver #2
ASI Receiver #1
ASI Receiver #2
ASI Receiver #3
Utah 400 Router Sys
Master Control Panel
SYNC Pattern Generator
Distribution Amplifier #1
Distribution Amplifier #2
AXON 3 Channel Control w/ up/down
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
1 RU Converter
Cap to EAS Converter
Desk Top Editor w/ Software Pkg
Portable Editor w/software pkg
1RU Converter, Frame Sync, WIT
1RU CONVERTER, FRAME SYNC
Selenio HD Encoder
Ruter Input Card
Router Output Card
5.1 Decoder
PSIP Couputer
5.1 Decoder
Audio Processing

Studio Tech Equipment

Camera Pedestal
Uninterruptible Power Supply
HD Keyer w/Monitor
ESP: Live HD Workstation
X-Vision Workstation

Studio Tech Equipment (Con't)

DCE Workstation
Studio Camera Package #1
Studio Camera Pkg #2

Studio Camera Pkg #3
17" Prompter System
Camera Pedestal - head, arm, pump
#1 -3D Live HD Fusion Workstation
#2-3D Live HD Fusion Workstation
Supermicrocast Workstation
Live: Wire HD Workstation
Metline Workstation
AXON 19" Slot Audio Board
Flex-17 Teleprompter 17" LCD

Microwave Equipment

Pan/Tilt Head
2 GHZ Microwave Receiver
2/5 GHZ Antenna
Generator

New Media Equipment

XTM 510 Firewall/Router
~~Dell Server #1~~
Dell Server #2
Dell Quad Core Computer #1
Dell Quad Core Computer #2
Server/Storage
Matrox Desktop Bundle
Dual Core 2.5G CPU #1
Dual Core 2.5G CPU #2
ICEWARP Mail Server Software
Video Encoder: MVA 1200-HD
MacBook Pro 13" RD2 (NM Dir) 12

Production Sets

News Set

Skycam Equipment

Tower CAM Equip-Switch & Conve

Remote Equipment

10 KW Gasoline Generator
40" Pneumatic Mast
17" LCD Monitor

News Camera w/Tripod Plate #1
News Camera w/Tripod Plate #2
News Camera w/Tripod Plate #3
News Camera w/Tripod Plate #4
News Camera w/Tripod Plate #5
News Camera w/Tripod Plate #6
News Camera w/Tripod Plate #7
Sony 2/3" XDCAM Camcorder w/ac

CW Equipment

Standard Definition Encoder

Office Equipment

Clearone RAV 600 Bus Con Sys w/2
Wide Orbit Software/Trng & Instl

EXHIBIT D

RULES AND REGULATIONS FOR THE BUILDING

The Rules and Regulations set forth in this Exhibit shall be and hereby are made a part of the Lease to which they are attached. Whenever the term "Tenant" is used in these Rules and Regulations, it shall be deemed to include Tenant, its employees or agents, and any other persons permitted by Tenant to occupy or enter the Leased Premises. The following Rules and Regulations may from time to time be modified by Landlord.

1. The sidewalks, entryways, passages, and other common facilities of the Building shall be controlled by Landlord and shall not be obstructed by Tenant or used for any purpose other than ingress or egress to and from the Leased Premises. Tenant shall not have the right to remove any obstruction or any such item without the prior written consent of Landlord. Landlord shall have the right to remove any obstruction or any such item without notice to Tenant and at the expense of Tenant.

2. Landlord may require identification of persons entering and leaving the Building and, for this purpose, may issue building and/or parking passes to Tenants of the Building.

3. The Landlord and/or Landlord's property manager may at all times keep a pass key to the Leased Premises, and shall at all times be allowed admittance to the Leased Premises; subject, however, to Tenant's reasonable security requirements which may prohibit access except when accompanied by Tenant's authorized security personnel.

4. Subject always to Tenant's reasonable security requirements, no additional lock or locks shall be placed by Tenant on any door in the Building and no existing lock shall be changed unless written consent of Landlord shall first have been obtained. A reasonable number of keys to the Leased Premises will be furnished by Landlord and Tenant shall not have any duplicate key made. At the termination of this tenancy, Tenant shall promptly return all keys to Landlord.

5. The delivery or shipping of merchandise and supplies to and from the Building and Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises.

6. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 PM and 8:00 AM, the following day, access to the Building, or to the Leased Premises may be refused unless the person seeking access is an employee of Tenant, known to the person or employee of the Building in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages or any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Leased Premises and Building during the continuance of the same by closing of the doors or otherwise, for the safety of the Tenants and protection of property in the Leased Premises and Building.

7. Landlord reserves the right to exclude or expel from the Leased Premises or Building any person who, in the judgment of Landlord is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

8. Landlord shall have the right, exercisable upon 90 days prior notice to Tenant and without liability to Tenant, to change the name and street address of the Building of which the Leased Premises are a part.

9. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

10. Landlord shall have the right to control and operate the public portion of the Building and any public facilities, as well as facilities furnished for the common use of the Tenants, in such manner as it deems best.

11. Landlord reserves the right to restrict, control or prohibit canvassing, soliciting and peddling on the Leased Premises. Tenant shall not grant any concessions, licenses, or permission for the sale or taking of orders for food, beverages, services or merchandise in the Building, nor install or permit the installation, use of any machine or equipment for dispensing food, beverages, services or merchandise, or permit the preparation, serving, distribution or delivery of food, beverages, services or merchandise without the approval of Landlord and in compliance with arrangements prescribed by Landlord.

12. Other than the type that exist on the Commencement Date, no sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord, and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name and notice without notice to and at the expense of Tenant. At all times and at its sole discretion, Landlord shall have the express right to control other signage outside the Building.

13. Except with the prior written consent of the Landlord, no personnel or persons other than those approved by Landlord shall be permitted to enter the Building or Leased Premises for the purpose of cleaning, maintaining, servicing, replacing or repairing the same. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.

14. Tenant shall see that the doors of the Leased Premises are closed and securely locked before leaving the Leased Premises and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Leased Premises.

15. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant who shall, or whose employees, agents, or invitees shall, have caused it.

16. If a Tenant desires additional telegraphic or telephonic connections, burglar alarms, or similar services, the Landlord, at the sole cost of Tenant, will direct the electricians approved by Landlord as to where the wires are to be introduced and without such direction no boring or cutting for wires shall be permitted.

17. No animal or bird shall be allowed in any part of the Leased Premises (except to assist the handicapped) without the consent of the Landlord.

18. Tenant and his employees shall not park cars on the street or internal drives of the Property of which the Leased Premises are a part or in any alley or court in the Property of which the Leased Premises are a part. Where there is a rear entrance, all loading and unloading of goods shall be made at the rear entrance. The Tenant agrees that upon written notice from Landlord, Tenant will, within five (5) days, furnish the state automobile license numbers assigned to the cars of all Tenant's employees.

19. Bicycles or other vehicles shall not be permitted anywhere inside the Building or on the sidewalks outside the Building, except in those areas designated by Landlord for bicycle parking.

20. Tenant shall not allow anything to be placed or stored on the outside of the Building, nor shall anything be thrown by Tenant out of the windows or doors.

21. No windows, shades, blinds, screens or draperies will be attached or detached by Tenant and no awnings shall be placed over the windows without Landlord's prior written consent. Tenant agrees to abide by Landlord's rules with respect to maintaining uniform curtains, draperies and linings at all windows and hallways so that the Building will present a uniform exterior appearance. Tenant will use its best efforts to have all curtains, draperies and blinds closed at the end of each day in order to help conserve energy. Except in case of fire or other emergency, Tenant shall not open any outside window because the opening of windows interferes with the proper functioning of the Building heating and air conditioning systems.

22. Tenant shall not install or operate any steam or gas engine or boiler, or carry on any mechanical business in the Leased Premises without Landlord's prior written consent, which consent may be withheld in Landlord's absolute discretion. The use of oil, gas or flammable liquids other than those supplied by the Landlord for heating, air conditioning, lighting or any other purpose is expressly prohibited. Explosives and other articles deemed extra hazardous shall not be brought into the Building.

23. Any repairs, maintenance and alterations required or permitted to be done by Tenant under the Lease shall be done only during the ordinary business hours of the Building unless Landlord shall have first consented to such work being done outside of such times. If Tenant desires to have such work done by Landlord's employees on Saturdays, Sundays, holidays or weekdays outside of ordinary business hours Tenant shall pay the extra cost of such labor.

24. Except as permitted by Landlord, Tenant shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the Leased Premises or of the Building, and any defacement, damage or injury caused by Tenant shall be paid for by Tenant, due and payable upon demand by Landlord.

25. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any

cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.

26. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Leased Premise, or permit or suffer the Leased Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other Tenants or those having business therein.

27. No cooking shall be done or permitted by any Tenant on the Leased Premises, nor shall the Leased Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper objectionable or immoral purposes.

28. Tenant will at all times cooperate with Landlord in preserving a first class image of the Building.

29. Landlord reserves the right to change these rules and to make such other and further reasonable rules and regulations either as it affects one or all tenants as in its judgment from time to time may be needed for the safety, care and cleanliness of the Leased Premises and the Building, or for the preservation of good order therein or for any other cause, and when changes are made, such modified or new rules shall be deemed a part hereof, with the same effect as if written herein, when a copy shall have been delivered to the Tenant or left with some person in charge of the Leased Premises.

INITIAL _____
Tenant

INITIAL _____
Landlord

EXHIBIT E
ESTOPPEL CERTIFICATE

_____, 20____

To:

Re: Lease Agreement with KAUZ, LLC and KAUZ License Subsidiary, LLC

Gentlemen:

The undersigned, KAUZ, LLC and KAUZ License Subsidiary, LLC as Tenant ("Tenant") under that certain Lease Agreement with KSWO, LLC as Landlord ("Landlord"), dated _____, 2015, (the "Lease"), hereby ratifies the Lease and states, represents, warrants, and certifies as follows:

1. Tenant entered into occupancy of those premises in _____ (the "Project"), as more particularly identified in the Lease (the "Premises"), and is in full and complete possession of the Premises.
2. All improvements, alterations or additions to the Premises to be made by Landlord, if any, have been completed to the satisfaction of Tenant. All contributions to be made by Landlord for improvements to the Premises, if any, have been paid in full to Tenant.
3. The term of the Lease commenced on _____, 2015, and expires on _____, 2020.
4. The Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (except by agreement(s) dated _____), and the Lease and such agreements, if any, represent the entire agreement between the parties with respect to the Premises.
5. Tenant has no right or option to (i) extend the term of the Lease, (ii) lease additional space in the Project, or (iii) purchase the Project or any part thereof (except for _____).
6. Rent in the amount of \$_____ per year is currently due and payable under the Lease.
7. Tenant has paid a security deposit under the Lease to Landlord in the amount of \$_____.
8. Rent for _____, 20____ has been paid.
9. No rent under the Lease has been paid more than thirty (30) days in advance.
10. There is no existing default on the part of either Landlord or Tenant in any of the terms or conditions of this Lease, and no event has occurred which, with the passage of time or delivery notice, or both, would constitute such a default.

11. All conditions and obligations under the Lease to be performed by Landlord have been performed and on this date Tenant has no existing defenses, counterclaims or offsets against the enforcement of the Lease by Landlord.
12. There are no actions, whether voluntary or, to its knowledge, otherwise, pending against Tenant (or any guarantor of Tenant's obligations pursuant to the Lease) under the bankruptcy or insolvency laws of the United States or any state thereof.
13. There is no apparent or likely contamination of the Premises by hazardous materials or toxic substances and Tenant does not use, nor has Tenant disposed of any such materials or substances in violation of Environmental Laws.
14. Tenant hereby acknowledges and agrees that this certificate may be relied upon by Landlord and any purchaser, mortgagee or beneficiary under a deed of trust, and their respective successors and assigns.

Very truly yours,

KAUZ, LLC
KAUZ LICENSE SUBSIDIARY, LLC

Attest:

By: _____
Name: _____
Title: _____