

## **LOCAL MARKETING AGREEMENT**

(WMOV(AM) and W293AK)

This Local Marketing Agreement (the "Agreement") is made as of this \_\_\_ day of May, 2014, by and between Allen Media Stations, a Nevada limited liability company ("AMS"), Spiceman Radio, LLC ("Spiceman" collectively with AMS, the "Licensees"), and Vandalia Media Partners, LLC ("Broker").

WHEREAS, AMS holds the Federal Communications Commission ("FCC") license for Stations WMOV, Ravenswood, WV with FCC Facility ID Number 24585 and Spiceman holds the FCC license for W293AK, Ripley, WV with FCC Facility ID Number 41085 (collectively, the "Stations");

WHEREAS, Broker and Licensees have entered into that certain Asset Purchase Agreement (the "Purchase Agreement") of even date herewith, pursuant to which Licensee has agreed to sell to Broker certain of the assets of the Stations;

WHEREAS, Broker desires to broker time on the Stations pursuant to the provisions hereof and pursuant to and in accordance with the Communications Act of 1934, as amended (the "Communications Act") and applicable regulations of the FCC until the closing date under the Purchase Agreement, or the expiration of the term hereof, whichever occurs first; and

WHEREAS, Licensee desires to accept Broker's brokerage services and transmit programming supplied by Broker on the Stations while maintaining control over Licensee's finances, personnel matters and programming.

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto do hereby agree as follows:

### **ARTICLE 1** **PROGRAMMING AGREEMENT**

1.1 **Broker Programming.** During the term of this Agreement, Broker hereby agrees to provide and Licensee agrees to (subject, however, to the provisions of this Agreement, whereby Licensee retains ultimate control of the programming broadcast by the Stations) transmit on the Station news, sports, informational or entertainment programming and associated advertising, promotional, public service programming and announcement matter sufficient to program all of the Stations' broadcast day on a daily basis and in accordance with FCC requirements (the "Broker Programming").

1.2 **Advertising Sales.** Broker shall have the sole right to sell advertising to be placed in all Broker Programming broadcast on the Stations and shall retain all advertising revenues associated with the Broker Programming. Any programming broadcast by Licensee that is not Broker Programming, shall be on an advertising-free basis.

**ARTICLE 2**  
**PROGRAMMING STANDARDS**

2.1 Rights and Obligations of Licensee. Licensee shall remain responsible for the control of the day-to-day operations of the Stations and serving the needs of the WMOV's community of license and service areas in conformance with its FCC licenses, permits and authorizations. Without limiting the generality of the foregoing, Licensee shall retain the following rights and obligations with respect to programming and technical operations of the Stations:

2.1.1 Licensee's Absolute Right to Reject Broker Programming. Licensee shall retain the absolute right to reject any Broker Programming (including advertisements) that Licensee in its reasonable discretion deems contrary to the public interest.

2.1.2 Licensee's Right to Preempt Broker Programming for Special Events. Licensee shall have the right, in its reasonable discretion, to preempt the Broker Programming in order to broadcast a program deemed by Licensee to be of national, regional or local interest, and to use part or all of the hours of operation of the Stations for the broadcast of events of special importance. In all such cases, Licensee will give Broker reasonable advance notice of its intention to preempt any regularly scheduled programming. Licensee expressly agrees that its right of preemption shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee.

2.2 Rights and Obligations of Broker. Broker shall not take any action, or omit to take any action, inconsistent with Licensee's obligations under law to retain ultimate responsibility for the programming, finances and technical operations of the Station. Without limiting the generality of the foregoing, Broker agrees as follows:

2.2.1 Compliance with Laws and Station Policies. All Broker Programming shall conform in all material respects to the Communications Act and all applicable rules, regulations and policies of the FCC, and all other laws or regulations applicable to the broadcast of programming by the Station. All Broker Programming shall be prepared and presented in conformity with the programming regulations prescribed in Schedule A attached hereto.

2.2.2 Cooperation with Licensee. Broker, on behalf of Licensee, shall furnish within the Broker Programming all station identification announcements required by the FCC's rules, and shall, upon the reasonable request by Licensee, provide information with respect to any of the Broker Programming which is responsive to the public needs and interests of the area served by the Stations so as to assist Licensee in the preparation of any required programming reports, and will provide upon request other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Broker shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the files of the Stations pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Section 73.1943 of the FCC's rules, and agrees that broadcasts of sponsored programming will comply with the provisions of Section 73.1212 of the FCC's rules.

2.2.3 Payola and Plugola. Broker shall provide to Licensee in advance any information known to Broker regarding any money or other consideration, compensation, gift or gratuity which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Broker for broadcast on the Stations, unless the party making or accepting such payment is identified in the program as having paid or furnished such consideration for the programming, in accordance with FCC requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Broker shall at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act and the related rules, policies and regulations of the FCC.

2.2.4 Compliance with Copyright Act. Broker shall not broadcast any material on the Stations in violation of the Copyright Act or the rights of any person. All music supplied by Broker shall be (i) licensed by the program provider or by a music licensing agent such as ASCAP, BMI or SESAC, (ii) in the public domain, or (iii) cleared at the source by Broker. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Broker on the Stations.

2.2.5 Licensee's Trademarks, Slogans, Identifiers and Website. During the term of this Agreement, Licensee grants to Broker a limited license to use any of Licensee's trademarks or other identifiers, including the call sign "WMOV" and the Stations' website's domain name and website.

2.2.6 Political Advertising. Broker shall follow all FCC, Federal, State and local rules, regulations and procedures regarding requests for and the airing of Political Advertising. At least ninety (90) days before the start of any primary or regular election campaign, Broker will clear with Licensee's general manager the rate Broker will charge for the time to be sold to candidates for public office and to make certain that the rates charged conform to the applicable law and Station policy. Broker shall immediately provide Licensee via fax or email with a copy of any political advertising contracts, disclosure statement or other information required to be immediately placed in the WMOV public file. Broker shall also place such documents in a separate and immediately available location within Broker's main studio/office.

### **ARTICLE 3** **OPERATIONS**

3.1 Licensee states and agrees as follows:

3.1.1 Licensee's Main Studio and Personnel. Licensee shall maintain a main studio ("Station's Main Studio") consistent with the FCC rules and regulations and maintain normal business hours. Licensee shall maintain a receptionist at Licensee's Main Studio and employ a General Manager who will report to Licensee and direct the performance of Licensee's obligations hereunder. Licensee shall also designate its own chief operator of the Stations. None of Licensee's employees shall have any employment, consulting, or other material relationship to

Broker.

3.1.2 Licensee's Compliance with FCC Requirements. Licensee shall comply with the FCC rules and regulations with respect to the ascertainment of community problems, needs and interests and broadcast programming responsive thereto, timely prepare and place in the Station's public inspection files appropriate documentation thereof, and comply with all other FCC rules and regulations which may be applicable to the operation of the Station.

3.1.3 Responsibility for Transmission Facilities. Licensee shall maintain the Stations' transmission equipment and facilities (the "Stations' Facility"), including the antenna, transmitter, transmission lines and emergency alert system in good operating condition according to customary industry practices. Licensee shall provide for the delivery of electrical power to the WMOV and W293AK transmitting facilities. Licensee shall undertake such repairs as are necessary to maintain full-time operation of the Stations with its authorized facilities. Such repairs will be made with the minimal disruption to broadcast operations as is reasonably practical. Any such maintenance or repairs are subject Broker's responsibility to reimburse Licensee for the same.

3.1.4 Emergency Alert System. Licensee shall be responsible for the Stations' Emergency Alert System. Licensee shall automatically allow Required Monthly Tests, Emergency Action Notifications and other warnings that Licensee determines are in the public interest. The Licensee shall perform Required Weekly Test at Licensee's discretion between the hours of 8PM and 6AM. These tests shall preempt and/or be in addition to any tests sent in Broker's Programming. Licensee shall maintain the necessary documentation required by the FCC rules regarding the Emergency Alert System at Licensee's Main Studio.

3.1.5 Licensee Expenses. Licensee shall pay when due all fees and expenses relating to the Stations' Facility and Main Studio including, but not limited to, rent, utilities, maintenance and repair expenses, taxes and FCC regulatory fees as set forth in Schedule B attached hereto.

3.2 Broker agrees as follows:

3.2.1 Broker Programming Delivery. Broker agrees to provide a broadcast-quality feed to the transmitter input at the WMOV Facility from Broker's facility ("Broker's Facility"). Licensee or Broker (under Licensee's supervision) shall be responsible for connection of this feed to the WMOV Facility. Broker shall be responsible for the installation, maintenance and repair of Broker's equipment at Broker's Facility and as may be located at the WMOV Facility for the purpose of the delivery of Broker Programming. All such costs associated therewith shall be borne by Broker. All costs of Licensee to supervise the connection of Broker Programming to the WMOV Facility shall be reimbursed by Broker to Licensee.

3.2.2 Broker Expense. Broker shall be entirely responsible for all costs and expenses to produce and deliver its programming to the WMOV Facility including but not limited to: (i) salaries, taxes, insurance, and related costs for all personnel used in the production of programs supplied to the Station hereunder and all other costs incurred by Broker in the

production of such programs; (ii) the cost to maintain and operate Broker's Facility; (iii) all expenses incurred in the origination and/or delivery of its programming from Broker's Facility or any other remote location to the WMOV Facility; (iv) any publicity or promotional expenses incurred by Broker; (v) all telephone calls associated with program production and listener responses; (vi) for all fees to ASCAP, BMI and SESAC or for any other copyright fees attributable to its programming broadcast on the Stations; (vii) any website or streaming fees or licensing fees; and (viii) any other costs incurred by Broker that is not specifically agreed to by Licensee herein.

### 3.3 Miscellaneous Operational Issues:

3.3.1 Access. Licensee agrees to allow Broker's engineering personnel access to the Stations' Facility. Such access shall be limited to coordination in advance by Broker with Licensee or its authorized personnel and Broker shall provide Licensee with as much reasonable advance notice as practical.

3.3.2 Station's Facility Maintenance and Repair. Licensee shall be responsible for the routine maintenance and operation of the Stations' Facility. In the event that the Stations' Facility is unable to broadcast Broker's Programming, Licensee shall use its reasonable efforts to restore the operation of the Stations. Licensee may request assistance from Broker's authorized personnel. An emergency antenna or transmitter may be installed to resume operation under low power if desired by Broker and at Broker's expense. There shall be no offset or deduction from amounts due under this Agreement or the Purchase Agreement for any Station Facility failure or repair time. If Broker Programming fails to be delivered to the WMOV Facility, Licensee may turn the Station off or substitute programming with Licensee-provided programs until Broker Programming is available. The delivery of Broker Programming to the WMOV Facility is the total responsibility of Broker. All personnel, equipment repairs, parts and all other costs provided by Licensee shall be reimbursed by Broker.

## **ARTICLE 4**

### **CONSIDERATION**

As consideration of the brokerage of air time on the Station for the broadcast of the Broker Programming pursuant to the terms and conditions of this Agreement, Broker shall pay to Licensee the consideration provided for in Schedule B to this Agreement.

## **ARTICLE 5**

### **TERM AND REGULATORY REQUIREMENTS**

5.1 Term. The term of this Agreement shall commence effective on July 1, 2014. Subject to the provisions for early termination contained herein, this Agreement shall terminate on the earlier of (i) the closing date of the transaction contemplated by the Purchase Agreement, or (ii) six (6) months from the date hereof (the "Term"). The Term of this Agreement may be extended mutually agreed upon by the Licensee and Broker.

5.2 Assignability. Neither party shall assign or transfer its rights, benefits, duties or

obligations under this Agreement without the prior written consent of the other party.

5.3 Early Termination for Breach. Should either party be in breach of this Agreement for the nonperformance of a material obligation, the nonbreaching party may, in addition to pursuing any other remedies available at law or in equity, terminate this Agreement if such breach shall continue for a period of fifteen (15) days following the receipt of written notice from the nonbreaching party, which notice shall indicate the nature of such breach, except if: (a) the breaching party has commenced a cure of such breach within said fifteen (15) day period, and (b) the breach is capable of cure and the breaching party acts in good faith to cure the breach within a reasonable time, then the breaching party shall not be deemed to be in breach.

5.4 FCC Action.

5.4.1 Changes in FCC Policy or Rules. Should a change in FCC policy or rules make it necessary to obtain FCC consent for the continuation of any element of this Agreement, both parties hereto shall use their best efforts to diligently prepare, file and prosecute before the FCC all petitions, waivers, construction applications, amendments, rulemaking comments and other related documents necessary to secure and/or retain FCC approval of all aspects of this Agreement. Broker shall bear the cost of preparation of such documents and prosecution of such actions. Notwithstanding anything in this Agreement to the contrary, it is understood that no filing shall be made with the FCC with respect to this Agreement unless both parties hereto have reviewed said filing and consented to its submission.

5.4.2 Amendment if Inconsistent. If the FCC determines that this Agreement is inconsistent with Licensee's obligations or is otherwise contrary to FCC policies, rules and regulations, or if regulatory or legislative action subsequent to the date hereof alters the permissibility of this Agreement under the FCC's rules, policies, regulation or the Communications Act, the parties shall renegotiate this Agreement in good faith and recast this Agreement in terms that are likely to cure the defects perceived by the FCC and return a balance of benefits to both parties comparable to the balance of benefits provided by the Agreement in its current terms. If, after such good faith negotiations, either party reasonably determines that recasting this Agreement to meet the defects perceived by the FCC is impossible, either party may terminate this Agreement without further liability upon thirty (30) days prior written notice. If termination shall occur pursuant to this section, such termination shall extinguish and cancel this Agreement, subject to payment of any amounts due herein.

## ARTICLE 6

### REPRESENTATIONS AND WARRANTIES; COVENANTS

6.1 Licensee's Representations and Warranties. Licensee represents and warrants to Broker that Licensee has full power and authority to enter into and perform this Agreement and this Agreement constitutes a valid and binding Agreement of Licensee enforceable in accordance with its terms.

6.2 Broker's Representations and Warranties. Broker represents and warrants to Licensee that Broker has full power and authority to enter into and perform this Agreement, and

this Agreement constitutes a valid and binding Agreement of Broker enforceable in accordance with its terms.

### 6.3 Affirmative Covenants.

6.3.1 License Compliance with Laws. Licensee covenants and agrees that it will fully comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) and pertinent provisions of all contracts, permits and pertinent agreements to which Licensee is a party or otherwise bound relating to the Station or this Agreement.

6.3.2 Broker Compliance with Laws. Broker covenants and agrees that it will fully comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) in the provision of the Broker Programming to Licensee or in connection with its performance of obligations hereunder and pertinent provisions of all contracts, permits and pertinent agreements to which Broker is a party or otherwise bound relating to this Agreement.

6.4 Negative Covenants. Licensee covenants that during the term of this Agreement, Licensee shall not, without the prior written consent of Broker (which Broker may grant or refuse in its sole discretion) change the call letters or seek FCC consent to modify the Station's facilities which would specify a frequency change or have a material adverse effect upon the presently authorized coverage contour of the Station.

## **ARTICLE 7** **MISCELLANEOUS**

7.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies, including equipment failures, beyond the reasonable control of the parties (each an event of "Force Majeure"), and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such Force Majeure event which interferes with such performance.

7.2 Indemnification. From and after the date of this Agreement, Broker and Licensee shall indemnify, defend and hold harmless the other, its affiliates and their respective officers, directors, managers, members, employees and representatives, and the successors and assigns of any of them, from and against and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorney's fees and expenses, resulting from (i) any programming provided by such party for broadcast on the Station, and (ii) any material breach by such party of any representation, warranty, covenant or other agreement contained in this Agreement. Each party's indemnification obligations contained in this Section 7.2 shall survive for twelve (12) months from the date of the

termination of this Agreement.

7.3 Confidentiality. Each party shall hold in strict confidence all documents and information concerning the other and its business and properties and, if the transactions contemplated hereby should be terminated, such confidences shall be maintained.

7.4 Ratings Information. Broker shall be responsible for any and all fees charged by any ratings service for the use of ratings for the Station.

7.5 Notices. All notices required or permitted to be given under the provisions of this Agreement shall be in writing, delivered by personal delivery, or sent by commercial delivery service or certified mail, return-receipt requested. Properly made notices shall be deemed to have been given on the date of personal delivery, or the date set forth in the records of the delivery service or on the return-receipt. Notices shall be addressed as follows:

If to Licensee: Allen Media Stations, LLC  
Spiceman Radio, LLC  
c/o Todd Cinnamon, Manager  
558 Green Sage Way  
Las Vegas, NV 89138

With a copy (which shall not constitute notice) to:  
Scott C. Cinnamon  
Law Offices of Scott C. Cinnamon, PLLC  
1250 Connecticut Ave., NW  
Ste. 200-144  
Washington, DC 20036

If to Broker:

Vandalia Media Partners, LLC  
118 Capitol Street  
Charleston, West Virginia 25301  
Attention: Tom Susman

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

Spilman, Thomas & Battle, PLLC  
300 Kanawha Boulevard, East  
Charleston, West Virginia 25301  
Attention: Brian Helmick

7.6 Duty to Consult. Each party agrees that it will use its best efforts not to take any action that will unreasonably interfere, threaten or frustrate the other party's purposes or business activities, and that it will keep the other party informed of, and coordinate with the other party regarding, any of its activities that may have a material effect on such party.

7.7 Controlling Agreement. If there is a conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall be the controlling agreement.

7.8 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties agree to use their best efforts to negotiate a replacement article that is valid, legal and enforceable.

7.9 Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter, and constitutes (along with the recitals hereto and the schedules and documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

7.10 Payment of Expenses. Except as otherwise provided, Licensee and Broker shall pay their own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of their respective counsel.

7.11 Further Assurances. From time to time after the date of execution hereof, the parties shall take such further action and execute such further documents, assurances and certificates as either party reasonably may request of the other to effectuate the purposes of this Agreement.

7.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective on the date hereof.

7.13 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

7.14 Dealings With Third Parties. Neither party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other as its contracting broker (other than as a time broker of Station time), agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the name of the other party, or making any representations contractually binding such party. Broker shall at no time represent itself as Station's licensee or owner.

7.15 Default or Termination under Purchase Agreement. Breach of any of the terms or conditions of the Purchase Agreement by either Party shall be deemed to be a breach of this Agreement by such Party. Termination of the Purchase Agreement shall terminate this Agreement except for the payment of any amounts due herein.

7.16 Governing Law. This Agreement will be governed by the regulations of the FCC and laws of the State of West Virginia without regard to conflict of laws principles.

7.17 Required Certifications.

7.18.1 By Licensee. Licensee hereby certifies that it has, and shall maintain ultimate control over the Stations' facilities, including specifically control over the finances, personnel, and program content of the Stations. Licensee represents and warrants that this certification may be relied upon by the FCC, as well as by Broker.

7.18.2 By Broker. Broker certifies that the arrangement with Licensee as set forth in this Agreement and as contemplated in all aspects of operation is and shall remain in compliance with 47 C.F.R. § 73.3555 and 47 C.F.R. § 73.3556, concerning time brokerage agreements and duplicated programming, and that it will provide to the FCC any documents, exhibits, or other material necessary to demonstrate such compliance. Broker represents and warrants that this certification may be relied upon by the FCC, as well as by Licensee.

7.19 Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Broker shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Broker shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

*[CONTINUED TO NEXT PAGE FOR SIGNATURES]*

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

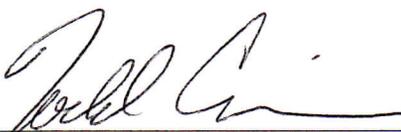
**Broker:**

**VANDALIA MEDIA PARTNERS, LLC**

By: \_\_\_\_\_  
Name: Tom Susman  
Title: Manager

**Licensee:**

**ALLEN MEDIA STATIONS, LLC**

By:  \_\_\_\_\_  
Name: Todd Cinnamon  
Title: Manager

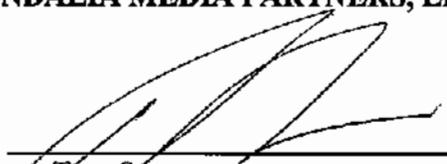
**SPICEMAN RADIO, LLC**

By:  \_\_\_\_\_  
Name: Todd Cinnamon  
Title: Manager

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

**Broker:**

**VANDALIA MEDIA PARTNERS, LLC**

By:   
Name: Tom Susman  
Title: Manager

**Licensee:**

**ALLEN MEDIA STATIONS, LLC**

By: \_\_\_\_\_  
Name: Todd Cinnamon  
Title: Manager

**SPICEMAN RADIO, LLC**

By: \_\_\_\_\_  
Name: Todd Cinnamon  
Title: Manager

## SCHEDULE A

### PROGRAMMING REGULATIONS

Broker agrees to observe the following regulations in the preparation, writing and broadcasting of its programs:

1. Religious Programming. The subject of religion and references to particular faiths, tenets and customs shall be treated with respect at all times. Programs shall not be used as a medium for attack on any faith, denomination or sect or upon any individual organization.

2. Controversial Issues. Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired.

3. No Plugola or Payola. The mention of any business activity or "plug" for any commercial, professional or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

4. Sponsorship Identification. Broker shall not receive any consideration in money, goods, services, or otherwise, directly or indirectly (including to relatives) from any person or company for the presentation of any programming over the Station without sponsorship identification.

5. No Lotteries. Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

6. Spot Commercial Limitations. With respect to any given segment of air time hereunder, the amount of commercial matter shall not exceed twenty (20) minutes during any sixty (60) minute segment. Broker will make available to Licensee a list of all commercial announcements carried during its programming.

7. Required Announcements. Broker shall broadcast (i) an announcement in a form reasonably satisfactory to Licensee to identify the Station pursuant to Section 73.1201 of the FCC's rules and (ii) any other announcement that may be required by law, regulation or the Station's policy.

8. Brokered Programming. Broker shall broadcast two (2) announcements randomly during the broadcast day, to indicate that program time has been purchased by Broker and Station is owned and operated by Licensee, and (iii) any other announcement that may be required by law, regulation, or Station policy.



9. Credit Terms Advertising. Pursuant to rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws.

10. No Illegal Announcements. No announcement or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Station. Any game, contest or promotion relating to or to be presented over the Station must be fully stated and explained in advance, and such explanation be presented to Licensee, which reserves the right, in its sole discretion, to reject any game, contest or promotion.

11. Programming in Which Broker Has a Financial Interest. Broker shall advise Licensee with respect to any programming (including commercials) concerning goods or services in which Broker has a material financial interest, and any announcements for such goods and services shall clearly identify Broker's financial interest.

12. Programming Prohibitions. Broker shall not knowingly and intentionally broadcast any of the following programs or announcements: (i) false or unwarranted claims for any product or service; (ii) infringements of another advertiser's rights through plagiarism or unfair imitation or either program idea or copy, or any other unfair competition; (iii) any disparagement of competitors or competitive goods; (iv) any programs or announcements that are slanderous, obscene or legally indecent; (v) any advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interests of the public, the Station or honest advertising and reputable business in general; or (vi) any advertising matter, announcement or claim which Broker knows to be fraudulent, misleading or untrue. Licensee may waive any of the foregoing regulations in specific instances if, in its reasonable opinion, good broadcasting in the public interest will be served thereby.

## SCHEDULE B

### CONSIDERATION

In consideration of the Deposit made by Broker under the Purchase Agreement, Licensee shall grant Broker the rights to broadcast Broker Programming on the Station under the terms and conditions contained herein, from the date hereof until the earlier of: 1) the Closing Date, as that term is defined in Section 4 of the Asset Purchase Agreement between the parties concerning the Stations, or 2) the termination of said Asset Purchase Agreement by either party in compliance with the terms thereof. If the Licensee and Broker agree to extend this Agreement beyond such period, Broker shall pay to Licensee a monthly fee of Five Thousand Dollars (\$5,000.00) per additional month for up six (6) additional months, at Broker's sole discretion, which may be prorated in any partial month.

In addition to the basic monthly fee set forth above, Broker shall reimburse Licensee for Licensee's expenses in operation of the Station during the term of this Agreement. The reimbursable expenses, include, but are not limited to the following:

1. Translator Transmitter site rent;
2. WMOV Studio/Transmitter Site mortgage and real property taxes;
3. Transmitter site utilities, telephone and internet (Main Studio and Translator sites);
4. Salaries, benefits, costs and expenses for up to two (2) full-time employees;
5. Currently due and payable property taxes for the WMOV tangible property;
6. Contract engineer services and travel expense for Stations' Facility repairs and maintenance, and parts and supplies for the repair and maintenance of the Station's Facility, provided, however, if, in the aggregate the costs related to this Item 6 exceed \$5,000 during the term hereof, and the transactions contemplated by the Asset Purchase Agreement do not consummate, then Broker shall be entitled to a refund/reimbursement of all such costs; and
7. FCC regulatory fees;
8. Business licenses; and
9. Music licenses (i.e., ASCAP, BMI, etc.).

In order to receive reimbursement of its costs, Licensee must present to Broker a tabulation and a copy of any documentation for any reimbursable expense permitted herein. Broker shall reimburse such expenses to Licensee within ten (10) days of Broker's receipt of such documentation.

