

LOCAL MARKETING AGREEMENT

ENTERED INTO BETWEEN

WJXR, INC.

[LICENSEE]

AND

NORSAN WJXR, LLC

[PROGRAMMER]

PERTAINING TO

RADIO STATION

WJXR (FM), MACCLENNY, FLORIDA

DECEMBER 16, 2014

LOCAL MARKETING AGREEMENT

16th This Local Marketing Agreement ("Agreement" or "LMA"), is entered into this day of December, 2014 by and between Norsan WJXR, LLC ("NORSAN") and WJXR, Inc., ("Licensee").

WITNESSETH:

WHEREAS, Licensee owns and or operates Radio Station WJXR (FM), MacClenny, Florida, (FCC Fac. # 73151) (the "Station") and desires to provide high-quality informational and entertainment programming in its service area; and

WHEREAS, NORSAN is an experienced broadcaster and desires to purchase the available schedule of the Station's broadcast time;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto have agreed and do agree as follows:

1. PROGRAMMING.

1.1. Subject to the rules and policies of the FCC and the limitations contained herein, Licensee agrees to provide broadcast assistance services to NORSAN, and to broadcast on the Station, or cause to be broadcast, a weekly schedule programming presented to it by NORSAN, including music and other entertainment programs, nonentertainment programs and commercials as selected by NORSAN in its sole discretion (the "Programming"), for Station's entire broadcast schedule except for those hours reserved by Licensee as set forth below.

1.2. Licensee may produce or present up to one (1) hour a week of programming to be aired on the Station between 5:30 a.m. and 6:30 a.m. on Sundays, or at such other times as Licensee reasonably deems necessary to meet the needs of the Station's listeners. Licensee's public affairs program shall respond to the issues, needs and interests of the MacClenny, Florida radio market of which Licensee has ascertained, and shall be presented at times deemed by Licensee to best meet its listeners' needs. Licensee shall maintain a complete public file and compile all required quarterly Issues/Programs Lists (as required by the Federal Communications Commission ("FCC")). NORSAN shall give Licensee copies on a weekly basis of all operating and programming information necessary to maintain those records required to

be kept by the FCC's rules and policies including, without limitation, EAS announcements and station operating logs.

1.3. NORSAN shall broadcast (a) an announcement in form satisfactory to Licensee, and in compliance with FCC rules and policies, at the beginning of each hour to identify the Station call signs, (b) an announcement at the beginning of each broadcast day or appropriate broadcast period to indicate that program time has been purchased by NORSAN, and (c) any other announcement that may be required by law, regulation, or Licensee policy.

1.4. NORSAN shall insert in each week's Programming, without charge to Licensee, up to ten (10) public service announcements ("PSAs") per week, each of which will not exceed sixty (60) seconds in duration. Such PSAs shall be selected by Licensee in its sole discretion to meet its community service obligations, and the insertion of such PSAs in the Programming shall not entitle NORSAN to any payment credits.

1.5. NORSAN will maintain the ability to deliver the Programming to Licensee's transmitter site by means acceptable to Licensee, and in accordance with FCC technical standards.

2. PAYMENTS. For broadcast of the Programming as provided hereunder, NORSAN hereby agrees to promptly pay Licensee the LMA Fee and other amounts specified in *Attachment 1*. Monthly payments for the Programming are due and payable on the fifteenth (15th) day of each broadcast month.

3. TERM. Subject to *Attachment 1*, the term of this Agreement shall be for a period of fourteen (14) years with a right to renew for an additional five (5) years at the option of NORSAN from the Effective Date of this Agreement.

4. PROGRAMMING STANDARDS; RECORD-KEEPING.

4.1. NORSAN shall furnish or cause to be furnished the artistic personnel and material in broadcast-ready form for the Programming. All Programming shall comply with all applicable statutes and FCC rules, policies and requirements, as announced from time to time by the FCC, and with Licensee's programming policies set forth in *Attachment 2*. NORSAN further agrees that Licensee may preempt any specific program which Licensee reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest.

4.2. During the term of this Agreement, NORSAN shall maintain and deliver to the Station such records and information required by the FCC to be placed in the public inspection files of the Station pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1930, 73.1940 - 73.1944, and 73.3526 of the FCC's rules, and pertaining to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules. NORSAN shall also consult with the Licensee and adhere strictly to statutes and the rules, regulations and policies of the FCC, as announced from time to time, and with the policies set forth in *Attachment 2*, with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to "equal opportunities" and the carriage of contrasting points of view as mandated by any "fairness" rules with respect to such "issue-oriented" advertising or programming as may be broadcast) and the charges permitted therefore. Specifically, at least ten (10) days before the start of any primary or regular election campaign, NORSAN will clear with Licensee's General Manager the rate NORSAN will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformance with applicable law and Licensee policy. Within twenty-four (24) hours of any request to purchase time in the Programming for or on behalf of a candidate for public office or to support or urge defeat of a ballot issue, NORSAN will report the request to the Station's General Manager so that appropriate records may be kept as to the request for such time and the disposition thereof. In general, NORSAN will provide to the Station such documentation relating to such programming as Licensee shall reasonably request and shall indemnify the Licensee for any claim, demand, cost or expense (including reasonable attorneys' fees) arising from the inclusion of any such material in the Programming provided to the Station during the term of this Agreement.

4.3. Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the NORSAN's programs but, in accordance with the provisions of Section 1.2 hereof, Licensee shall be advised promptly by NORSAN of any public or FCC complaint or inquiry concerning such programming, and Licensee shall be given the originals of any letters from the public,

including complaints, concerning such programming for inclusion in the Station's public records file as required by the FCC.

5. EXPENSES.

5.1. NORSAN shall be responsible for the costs, specified in *Attachment 3*, associated with the production and development of the Programming, and the sale of air time on the Station during hours in which the Programming airs.

5.2. All equipment necessary for broadcasting by the Station shall be maintained by Licensee in a condition consistent with good engineering practices and in compliance in all material respects with the applicable rules, regulations and technical standards of the FCC, and all capital expenditures reasonably required to maintain the technical quality of the Station's signal shall be made in a timely fashion at the sole expense and in the sole discretion of the Licensee. Licensee may elect to repair rather than to replace equipment if necessary. The parties agree and understand that NORSAN may wish to improve Station operations with new equipment and a possible relocation. The Licensee agrees to cooperate and approve such upgrades to the Station so long as these improvements are made under Licensee's general supervision, performed using good engineering practices and fully FCC compliant. All costs associated with said Station improvements are to be paid for by NORSAN.

5.3. Licensee will be solely responsible for payment of all the Station expenses necessary to fulfill Licensee's FCC obligations and to transmit the Programming, and will be responsible for the salaries, taxes, insurance and related costs for Licensee's personnel. Without limiting the generality of the foregoing, Licensee will be responsible for all costs associated with the maintenance of Station's tower, transmitter and antenna, electrical power at the main studio and from the studio to the transmitter sites, lighting, heating and cooling at the main studio and transmitter site, maintenance of the Station local public records files, rents, and all other expenses associated with maintaining the Licensee's main studio. NORSAN agrees to reimburse Licensee for any transmitter site rent, utilities at transmitter site, and maintenance and repair costs associated with the operation of the Station. Notwithstanding the foregoing, for the first six (6) months of the Agreement, NORSAN will not be responsible for reimbursements of transmitter site maintenance and repair. The parties agree and understand that all costs associated with salaries, taxes, insurance and related costs for

Licensee's personnel and all Licensee studio costs are the sole responsibility of the Licensee and shall not be subject to reimbursement by NORSAN.

6. OPERATION OF STATION.

6.1. Licensee shall retain full authority and power with respect to the operation of the Station during the period of this Agreement and warrants to NORSAN that it will take any and all steps necessary to faithfully and continuously do so throughout the term of this Agreement.

6.2. Licensee further warrants and agrees with NORSAN that this responsibility to retain control is an essential and material element of the continuing validity and legality of this Agreement.

6.3. Licensee shall provide and pay the costs of (a) a Manager for the Station, who shall report to Licensee and who shall direct the day-to-day operations of the Station, and (b) such other engineering, administrative and programming personnel as are necessary to fulfill its obligations to the FCC and under this Agreement, including but not limited to all costs of performing required meter readings and of manning any remote control facilities associated with the Station's main transmitting systems as necessary to meet FCC operating requirements.

6.4. Licensee shall maintain a meaningful management presence at the Station in full compliance with FCC requirements.

6.5. Licensee shall retain control over the policies, programming and operations of the Stations including, without limitation, the right to decide whether to accept or reject any of the Programming, the right to preempt any Programming in order to broadcast a program deemed by Licensee to be of greater national, regional or local interest, and the right to take any other actions necessary to comply with the laws of the United States, the State of Florida and the rules, regulations, and policies of the FCC, including its prohibition against unauthorized transfers of control.

6.6. Licensee shall be responsible for meeting all of its requirements with respect to its local service obligations including, but not limited to, compliance with station identification requirements, maintaining a fully operational main studio within the Station's principal community contour and broadcasting its own issue-responsive programming.



6.7. NORSAN shall not represent, warrant or hold itself out as the Licensee of the Station and shall sell all its advertising time and enter into all agreements in its own name. Licensee reserves the right to refuse to broadcast any program or programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third party claims to be, violative of any right of its or theirs or which may constitute a personal attack as the term is and has been defined by the FCC.

7. SPECIAL EVENTS. Licensee reserves the right, in its sole discretion and without liability, to preempt any of the Programming, and to use part or all of the time contracted for by NORSAN to broadcast events of special importance. In all such cases, Licensee will use its best efforts to give NORSAN reasonable notice of its intention to preempt such broadcast or broadcasts, and, in the event of such preemption, NORSAN shall receive any income received by Licensee from or with respect to programming aired by Licensee in lieu of such preempted broadcast or broadcasts.

8. FORCE MAJEURE. Any failure or impairment (*i.e.*, failure to broadcast at station's full authorized height and power) of facilities or any delay or interruption in broadcast programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof or *force majeure* or due to causes beyond the control of Licensee shall not constitute a breach of this Agreement and Licensee will not be liable to NORSAN, except to the extent of allowing, in each such case of a failure or interruption lasting forty-eight (48) hours or more, an appropriate payment credit for time or broadcasts not provided based upon a *pro rata* adjustment to amounts due as specified in *Attachment 1* based upon the length of time during which the failure or impairment exists.

9. RIGHT TO USE THE PROGRAMMING. The right to use the Programming and to authorize its use in any manner and in any media whatsoever shall be and remain vested solely in NORSAN.

10. PAYOLA. NORSAN agrees to execute and provide Licensee with annual Payola Affidavits, substantially in the form which is attached hereto as *Attachment 4*, and notify Licensee promptly of any violations it learns of relating to the Communications Act of 1934, as amended, including Sections 317 and 508 thereof.

11. COMPLIANCE WITH LAW. NORSAN agrees that, throughout the term of this Agreement, it will comply with all laws and regulations applicable to the conduct of its business.

12. INDEMNIFICATION; WARRANTY.

12.1. Each party warrants that it will indemnify and hold harmless the other party, and its directors, officers, employees, agents and affiliates, from and against any and all liability, including without limitation all consequential damages and attorney's fees, arising out of or incident to the programming furnished by the party or the conduct of the party, its employees, contractors or agents. Without limiting the generality of the foregoing, each party will indemnify and hold and save the other, and its directors, officers, employees, agents and affiliates, harmless against liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming furnished by it. NORSAN will maintain customary amounts of libel and slander insurance and name Licensee as an additional insured party.

12.2. Neither party shall be responsible to the other party for any damages occurring as a result of any FCC or other finding that implementation of this Agreement has resulted or will result in a violation of any statute, regulation or FCC rule or policy.

12.3. Each party warrants that it will indemnify and hold harmless the other party and its directors, officers, employees, agents and affiliates from and against any cost or liability (including reasonable attorneys' fees and court costs) arising out of the indemnifying party's misrepresentation under or violation of this Agreement or any portion hereof, or any related agreement between the parties, including costs of defending third party claims and costs of enforcement of this Agreement or such other, related agreement.

12.4. NORSAN will indemnify and hold harmless the Licensee in connection with any fines levied against the Licensee as a result of NORSAN's actions or inactions during the term of this Agreement.

13. EVENTS OF DEFAULT.

13.1. The following shall, after the expiration of the applicable cure period, constitute "Events of Default" under the Agreement:

(a) *Non Payment.* NORSAN's failure to timely pay the consideration provided for in Paragraph 2 and *Attachment 1* hereof within ten (10) business days of the due date;

(b) *Default in Covenants.* NORSAN's or Licensee's failure to observe or perform any material term, covenant, warranty, condition or agreement contained herein; or

(c) *Breach of Representation.* NORSAN's or Licensee's material breach of any representation or warranty herein, or in any certificate or document furnished pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

(d) *Denial of Access.* Licensee's refusal to provide NORSAN with access to the broadcast facilities of Station in violation of Licensee's obligations under this agreement, where such denial of access is not based on Licensee's good faith reasonable determination that the public interest, convenience and necessity requires such denial.

13.2. An Event of Default other than non-payment shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the other party with written notice specifying the event or events that is not cured would constitute an Event of Default and specifying the actions necessary to cure within such period. This period may be extended (only in writing and only by the non-defaulting party) for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the other party.

13.3. Either party shall have the right to terminate this Agreement immediately in the event of an uncured Event of Default by the other party, *provided*, that the terminating party is not also in material breach of this Agreement.