

LOCAL MARKETING AGREEMENT

by and between

BAS BROADCASTING, INC.

and

TIFFIN BROADCASTING II, LLC

For a Local Marketing Agreement

Station WTTF(AM), Tiffin, Ohio and W227BJ Cool 93.3 FM translator

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LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (the "Agreement"), dated as of this 11th of April, 2014 is by and between Tiffin Broadcasting II LLC, an Ohio Limited Liability Company ("Licensee"), and BAS Broadcasting Inc, an Ohio Corporation ("Programmer").

Tiffin Broadcasting II LLC as (Licensee) of WTTF AM and W227BJ FM 93.3 both licensed to Tiffin, Ohio enters into a Local Marketing Agreement with BAS Broadcasting (Programmer) to sell airtime on WTTF AM/FM as outlined below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Sale of Station Air Time.

1.1. Term. The term of this Agreement (the "Term") shall commence at 12:01 a.m. on the date of this agreement, and shall continue in force for a period of three (3) years from such date unless otherwise terminated as set forth below.

1.2. Scope. On the Effective Date, Licensee Tiffin Broadcasting II LLC shall make the Station's facilities available to Programmer (BAS Broadcasting) for the broadcast of programming (including advertising) for broadcast on the Station 168 hours per week; provided, that, notwithstanding the foregoing, Licensee shall be entitled to broadcast programming (a) necessary to serve the needs and interests of the Station's service areas and (b) as may be required by applicable law, including but not limited to the Communications Act of 1934, as amended (the "Act"), and FCC rules and policies ("FCC Rules").

1.3. Consideration. Programmer shall be entitled to retain any and all revenue generated from the sale of advertising time in conjunction with programming broadcast on the Station.

1.4. Licensee Responsibilities.

Licensee will have ultimate control over the management and operations of the Station during the Term of this Agreement. Except as otherwise expressly provided in this Agreement, Licensee shall (a) have sole responsibility for the Station's compliance with all applicable provisions of the Act, the FCC Rules, and all other applicable laws and government regulations, (b) have sole responsibility for the timely payment of all operating costs of the Station (except those for which a good faith dispute has been raised with the vendor or taxing authority), including but not limited to maintenance of the studios and transmission facilities, (c) employ at its expense (i) a general manager who will direct the day-to-day operations of the Station, (ii) at least one non-management level employee, as required by the FCC, and (iii) such other personnel as may be necessary for the broadcast of Licensee's programs, and (d) subject to Section 1.5(b) below, be responsible for the payment of all salaries, taxes, insurance and other related costs and expenses for all Station personnel employed by Licensee. Whenever on the Station's premises, all personnel, including Programmer's employees and agents, shall be subject to the overall supervision of Licensee's general manager.

1.5. Programmer Responsibilities.

(a) **Programmer Expenses.** Programmer shall be solely responsible for any expenses incurred in the origination and/or delivery of programming provided by Programmer under this Agreement. Programmer shall employ and be solely responsible for the salaries, commissions, taxes, insurance and all other related costs and expenses for all personnel involved in the production and broadcast of its programs (including but not limited to on-air personalities, engineering personnel, sales personnel, traffic personnel, board operators and other programmers and production staff members).

(b) **Reimbursement of Licensee Expenses.** In addition to the payments required under subsection (a) of this section, Programmer shall reimburse Licensee for all reasonable expenses incurred by Licensee in the operation of the Station. Such reimbursement shall be made in accordance with the schedule in Attachment I annexed hereto. Such reimbursement shall be made once a month during the Term within ten (10) business days after Programmer's receipt of invoices and other documentation reflecting the expenses incurred by Licensee in the prior month: provided, that Licensee and Programmer may at any time jointly establish a schedule of payments to be made by Programmer to Licensee on another date each month to cover routine expenses which are incurred each month by Licensee. To the extent there is any dispute as to whether an expense should be reimbursed by Programmer under this subsection, the parties shall engage in good faith discussions to resolve such dispute. If such dispute cannot be resolved within 30 days after Licensee's presentation of an invoice for reimbursement, the parties shall refer the matter to a mutually agreeable third party (such as a certified public accountant or a broadcast consultant) whose decision shall be final and binding. A dispute over any particular item or items shall not relieve Programmer of its obligation under this subsection to make a timely payment to Licensee of those items which are not in dispute. Any payments required to be made by Programmer under this subsection that are not paid when due shall bear interest at the rate of 10 percent per annum from the date due until paid in full.

1.6. Contracts. Programmer has no authority to, and shall not, enter into any third-party contract, lease or agreement that will bind Licensee in any way. During the Term, Licensee shall make available to Programmer the rights and benefits under the Assumed Contracts, as defined in the Purchase Agreement. Programmer shall reimburse Licensee for its costs with respect to the Assumed Contracts, as provided in Attachment I, and shall perform Licensee's obligations under the Assumed Contracts.

Section 2. Operation of the Station.

2.1. Licensee Authority. Notwithstanding any other provision of this Agreement, Licensee shall retain ultimate responsibility to broadcast programming to meet the needs and interests the Station's service areas. Licensee therefore retains the right to broadcast specific programming on issues of importance to the service area and shall, to that end, cooperate with Programmer in scheduling such programming. Licensee shall also retain the right to interrupt Programmer's programming in case of an emergency or for programming which, in the good faith judgment of Licensee, is of greater local, regional or national public importance. Licensee shall coordinate with Programmer the hourly identification for the Station and any other announcements required to be aired by the Act and FCC Rules. Licensee shall continue to

maintain a main studio, as that term is defined by the FCC, within the Station's principal community contour, shall maintain the Station's local public inspection file in accordance with FCC Rules, and shall prepare and place in such inspection files all material required by of the FCC's Rules, including without limitation the Station's quarterly issues and program lists. Programmer shall, upon request by Licensee, provide Licensee with such information concerning Programmer's programs and advertising as is necessary to assist Licensee in the preparation of such material. Licensee shall also maintain the Station's logs, receive and respond to telephone inquiries, and control and oversee any remote control point which may be established for the Station.

2.2. Programmer Obligations. Programmer shall ensure that its actions under this Agreement, including all programs and advertising material broadcast on the Station, shall comply in all material respects with the Licensee's program policies, the Act and FCC Rules, and all other applicable federal, state and local laws and government regulations. If Licensee determines, in the exercise of Licensee's sole discretion, that any material supplied by Programmer for broadcast on any Station is for any reason contrary to those requirements or otherwise unsatisfactory, unsuitable or contrary to the public interest, Licensee may, upon prior written notice to Programmer (to the extent time permits such notice), suspend or cancel the broadcast of such material without incurring liability to Programmer. Programmer shall use reasonable efforts to notify Licensee 24 hours in advance of material changes in the programming provided by Programmer for broadcast on the Station.

2.3. Public Service Programming. Programmer shall cooperate as reasonably directed by Licensee to help Licensee ensure the broadcast of programming responsive to the needs and interests of the Station's service areas in compliance with the Act and FCC Rules. Upon reasonable request from Licensee, Programmer shall also provide Licensee other information to enable Licensee to prepare records and reports required by the Act and FCC Rules as well as other federal, state and local laws and government regulations.

2.4. Programmer Compliance with Copyright Act. Programmer represents and warrants to Licensee that Programmer has full authority to broadcast its programming on the Station and that Programmer shall not broadcast any material in violation of the Copyright Act. The right to use programming supplied by Programmer and to authorize its use in any manner shall be and remain vested in Programmer.

2.5. Sale Expenses. Programmer shall be responsible for payment of all expenses attributable to Programmer's sale of advertising time on the Station, including, but not limited to commissions due to any national sales representative engaged by it for the purpose of selling national advertising which is carried during the programming it provides to Licensee.

2.6. Payola. Neither Programmer nor its employees shall accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified as required by the Act and FCC Rules in the program for which Consideration was provided as having paid for or furnished such Consideration. On each anniversary date of this Agreement,

or more frequently at the request of the Licensee, Programmer shall provide Licensee with a Payola Affidavit executed by Programmer and separate Payola Affidavits executed by each of its employees involved with the Station, with each Payola Affidavit to be in the form attached hereto as Attachment II.

2.7. Control of the Station. Programmer shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of the Station. Such operations, including complete control and supervision of all of the programs, employees, and policies of the Station, shall be the sole responsibility of Licensee. To ensure that Licensee shall have the unfettered ability to control and supervise all programs, employees and policies of the Station, Licensee shall be permitted unrestricted access to and the right to use at all times the Station's transmitters and studio facilities. In performing its responsibilities hereunder, Licensee shall use commercially reasonable efforts to avoid interfering with Programmer's operations.

Section 3. Indemnification.

3.1. Programmer's Indemnification. Programmer shall indemnify and hold Licensee harmless from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description (collectively, "Damages") resulting from (a) Programmer's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) Programmer's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) violations of the Copyright Act, the Act or FCC Rules, and laws (including case law) concerning slander, defamation or other third-party claims relating to programming (including advertisements) provided by Programmer.

3.2. Licensee's Indemnification. Licensee shall indemnify and hold Programmer harmless from and against any and all Damages resulting from (a) Licensee's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) Licensee's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) violations of the Copyright Act, the Act or FCC Rules, and laws (including case law) concerning slander, defamation or other third-party claims relating to programming provided by Licensee.

3.3. Limitation. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this section unless such claim for indemnification is asserted in writing and delivered to the other party within the timeframe set forth in Section 3.6.

3.4. Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) **Notice.** The party claiming indemnification (the "Claimant") shall promptly give written notice to the party from which indemnification is sought (the "Indemnifying Party") of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Claimant, such notice shall be given by

Claimant no later than ten (10) business days after written notice of such action, suit, or proceeding was given to Claimant: provided, that the failure to timely give notice shall extinguish the Claimant's right to indemnification only to the extent that such failure materially adversely affects the Indemnifying Party's rights.

(b) Investigation. With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For purposes of such investigation, the Claimant shall make available to the Indemnifying Party or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree in writing at or prior to the expiration of the 30-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim or such amount as agreed to by the parties. If the Claimant and the Indemnifying Party do not agree within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek any remedy available to it at law or equity.

(c) Third Party Claims. With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right, at its own expense, to assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not assume control, it shall be bound by the results obtained by the Claimant with respect to such claim: provided, that the Claimant shall not settle any third party claim without first giving the Indemnifying Party ten (10) business days' prior notice of the terms of such settlement and provide the Indemnifying Party with an opportunity to continue or, as the case may be, resume the defense of the Claim.

(d) Expedition. If a claim, whether between the parties or by a third party, requires immediate action, the parties will use commercially reasonable efforts to reach a decision with respect thereto as expeditiously as possible.

(e) Scope. The indemnification rights provided herein constitute the parties' exclusive remedy against each other for any party subject to indemnification and shall extend to the partners, members, shareholders, directors, officers, employees, representatives and successors and permitted assigns of any Claimant: provided, that all indemnification claims by such parties shall be made by and through the Claimant.

3.5. Challenge to Agreement. Subject to the terms of Section 7.8, if this Agreement is challenged by or before the FCC, whether or not in connection with any Station's license renewal application, Licensee and Programmer shall jointly defend this Agreement and the parties' performance hereunder throughout all FCC proceedings. Each party shall bear any and all expenses incurred by it for such defense, including counsel fees. If the parties cannot reform

this Agreement as necessary to satisfy any adverse FCC decision, the parties shall seek reversal of the FCC's decision.

3.6. Survival Period. The representations and warranties of the parties under this Agreement shall survive for a period of two (2) years after termination of this Agreement in accordance with its terms. Any claim for indemnification under this section must be made on or before expiration of that two-year period.

Section 4. Access to Programmer Materials and Correspondence.

4.1. Confidential Review. Licensee shall be entitled to review at its discretion from time to time on a confidential basis any of Programmer's programming material it may reasonably request. Programmer shall promptly provide Licensee with copies of all correspondence and complaints received from the public (including any telephone logs of complaints called in) and copies of all program logs and promotional materials. Nothing in this section shall entitle Licensee to review the internal company or financial records of Programmer.

4.2. Political Advertising. Programmer shall assist Licensee in complying with provisions of the Act and FCC Rules regarding political broadcasting. Licensee shall promptly supply to Programmer, and Programmer shall promptly supply to Licensee, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with applicable law, including provisions in the Act and FCC Rules relating to the lowest unit rate, equal opportunities, reasonable access, and the Station's political files. Licensee, in consultation with Programmer, shall develop a statement which discloses its political broadcasting rates and policies to political candidates, and Programmer shall follow those rates and policies in the sale of political programming and advertising. In the event that Programmer fails to satisfy the political broadcasting requirements under applicable law, including the Act and FCC Rules, then, to the extent reasonably necessary to assure compliance with such requirements, Programmer shall either provide rebates to political advertisers or release broadcast time and/or advertising availabilities to Licensee at no cost to Licensee for use by the affected political candidates.

Section 5. Termination And Remedies Upon Default.

5.1. Bases for Termination. This Agreement may be terminated by either Licensee or Programmer by written notice to the other, if the party seeking to terminate is not then in material breach hereof, upon the occurrence of any of the following:

(a) subject to the provisions of Section 7.8, this Agreement is declared invalid or illegal in whole or material part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial reconsideration or review;

(b) by Licensee, if Programmer is in material breach of its obligations under this Agreement and has failed to cure such breach within thirty (30) days of notice from Licensee;

(c) by Programmer, if Licensee is in material breach of its obligations under this Agreement and has failed to cure such breach within thirty (30) days of notice from Programmer;

(d) the mutual consent of both parties;

(e) a material change in the Act or FCC Rules that would cause this Agreement to be in violation thereof, and (x) such change has become final and is no longer subject to further administrative or judicial reconsideration or review and (y) this Agreement cannot be reformed, in a manner reasonably acceptable to Programmer and Licensee, to remove and/or eliminate the violation: provided, that, in the event the Agreement is terminated pursuant to this paragraph, Licensee shall use commercially reasonable efforts (which shall not include the institution of litigation) to collect Programmer's accounts receivables for a period of one hundred twenty (120) days after the date of termination and shall remit payments to Programmer of at least once a month of any accounts receivable collected;

(f) upon consummation of the Purchase Agreement and assignment of the Station's FCC licenses and other authorizations to Programmer; or

(g) by Licensee, if the Purchase Agreement is terminated for any reason, upon thirty (30) days notice.

(h) In the event there is a change in control of BAS Broadcasting ownership or management.

5.2. Remedies. In the event that any party breaches or threatens to breach any provision of this Agreement, the other party shall be entitled to seek any remedy available at law or equity, including, if appropriate, specific performance. If Licensee does seek specific performance for Programmer's actual or threatened breach of Section 2.1 or 2.7, Programmer shall waive the defense that Licensee has an adequate remedy at law. If any party institutes litigation to enforce its rights under this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorney's fees.

Section 6. Representations and Warranties.

6.1. By Licensee. Licensee represents and warrants to Programmer that (a) it has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Licensee hereunder, (b) the execution, delivery, and performance by Licensee of this Agreement and the documents contemplated hereby have been duly authorized by all necessary limited liability company actions on the part of Licensee, (c) this Agreement has been duly executed and delivered by Licensee and constitutes the legal, valid, and binding obligation of Licensee, enforceable against Licensee in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, (d) the execution, delivery, and performance by Licensee of this Agreement and the documents contemplated hereby (with or

without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party, (ii) will not conflict with any provision of the certificate of formation, operating agreement or other organizational documents of Licensee; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any material agreement, instrument, license, or permit to which Licensee is a party or by which Licensee is bound.

6.2. By Programmer. Programmer represents and warrants to Licensee that (a) it has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Programmer hereunder, (b) the execution, delivery, and performance by Programmer of this Agreement and the documents contemplated hereby have been duly authorized by all necessary partnership actions on the part of Programmer, (c) this Agreement has been duly executed and delivered by Programmer and constitutes the legal, valid, and binding obligation of Programmer, enforceable against Programmer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, (d) Programmer has full authority to broadcast its programming on the Station without violating the Copyright Act or the rights of third parties, and (e) the execution, delivery, and performance by Programmer of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party, (ii) will not conflict with any provision of the partnership agreement or other organizational documents of Programmer; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any material agreement, instrument, license, or permit to which Programmer is a party or by which it is bound.

Section 7. Miscellaneous.

7.1. Assignment.

(a) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties.

(b) **Assignment to Unrelated Third Parties.** Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party.

7.2. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but both of which together will constitute one and the same instrument.

7.3. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties relating to the operation of the Station and supersede any and all prior and contemporaneous agreements and understandings of the parties with respect to the same subject matter. No amendment to this Agreement will be effective unless evidenced by an instrument in writing signed by the parties.

7.4. Taxes. Licensee and Programmer shall each pay its own ad valorem taxes, if any, which may be assessed on such party's respective personal property for the periods that such items are owned by such party.

7.5. Headings. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

7.6. Governing Law. The obligations of Licensee and Programmer are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Act and FCC Rules. The construction and performance of the Agreement will be governed by the laws of the State of Texas without regard to conflict of law principles.

7.7 Notices. All notices and other communications required or permitted under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, by commercial overnight delivery service, or by facsimile (with written confirmation of receipt), (c) 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 written confirmation, and (d) addressed as follows:

To Programmer:	BAS Broadcasting, Inc. Attn: Thomas W Klein 1281 North River Road Fremont, OH 43420
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To Licensee:	Tiffin Broadcasting II, LLC Attn: Tony Paradiso 121 East Iwp Rd 150 Tiffin, Ohio 44883
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7.8. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent by any court or governmental authority of competent jurisdiction, 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. In the event that the FCC raises a question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with the Act and FCC Rules while attempting to preserve, as closely as practical, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

7.9. No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between Licensee and Programmer.

7.10. Waiver. No waiver of any provision of this Agreement shall be effective unless contained in a writing signed by the party charged with the waiver. A waiver in any one instance shall not constitute a waiver of any other action or omission in any other instance, regardless of how similar to the action or omission covered by the waiver. No delay in any party's enforcement of any right hereunder shall, in and of itself, be deemed to be a waiver.

7.11. Post-Termination Operation. Upon occurrence of any action or event that is likely to result in a termination of this Agreement in accordance with its terms, Programmer and Licensee shall cooperate in good faith to ensure that Station's operations will continue, to the extent feasible, without disruption after the date of such termination.

7.12. Force Majeure. Any delay or interruption in the broadcast of Programmer's programs, or Licensee's failure at any time to make the Station's facilities available to Programmer, in whole or in part, for broadcast such programs, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Licensee, shall not constitute a breach of this Agreement, and such action shall not affect Programmer's obligation to reimburse Licensee for its expenses as provided herein (but will result in a pro rata diminution in the Monthly Fee to be paid by Programmer based on the number of days in any month when Licensee is unable to broadcast Programmer's programming).

7.13. Other Agreements. During the Term of this Agreement, neither Licensee nor Programmer will enter into any other agreement with any third party that would conflict with or result in breach of this Agreement by Licensee or Programmer.

7.14. Certifications.

(a) **License Certification.** Licensee hereby certifies that it maintains ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel and programming.

(b) **Programmer Certification.** Programmer hereby certifies that this Agreement complies with the provisions of paragraphs (a) through (d) of Section 73.3555 of the FCC Rules.

[Remainder of the Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

BAS BROADCASTING, INC.

By: 
Thomas W Klein CEO

TIFFIN BROADCASTING II, LLC

By: 
Anthony Paradiso Managing Member

ATTACHMENT I

STATION EXPENSES & OPERATIONS

Programmer shall reimburse Licensee for the following expenses incurred in the ordinary course of business for the Station: *

- (1) Lease Rents and Utility Payments
- (2) Property Insurance and Taxes
- (3) Fees Payable to Governmental Authorities
- (4) Administrative Expenses and Office Supplies
- (5) Equipment Maintenance and Repair
- (6) Salaries and Benefits for Employees
- (7) Professional Fees
- (8) Pay Bank loan to any bank who holds Tiffin Broadcasting LLC/ Tiffin Broadcasting II LLC note. Currently with Westfield Bank.

Attached hereto is a detailed listing of the types of expenses (including the estimated amounts thereof) that shall be reimbursable by Programmer.

* All payments pursuant to this Agreement shall be made by delivery of a check by overnight courier to Licensee at the address set forth in Section 7.7.