

**FIRST AMENDMENT TO  
LOCAL PROGRAMMING AND MARKETING AGREEMENT**

This **FIRST AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT** (this "Amendment") is made and entered into as of November 11, 2019, by and between MITTEN MEDIA, LLC, a Michigan limited liability company ("Licensee") and 45 NORTH MEDIA INC, a Michigan corporation ("Programmer").

WHEREAS, the Licensee and Programmer entered into that certain Local Programming and Marketing Agreement made as of October 31, 2019 (the "Agreement") whereby Programmer was granted by Licensee certain rights to purchase airtime from Licensee for the broadcast of programs and advertisements on FM radio station WMTE-FM, 101.5 MHz, Manistee, Michigan, FCC Facility ID No. 4109 (the "Station"). Capitalized terms used and not otherwise defined herein are used with the meaning set forth in the Agreement.

WHEREAS, the Parties wish to amend the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Programmer agree as follows:

1. The Agreement is hereby amended by replacing Schedule A with the attached "Amended and Restated LMA Schedule A."
2. This Amendment, together with the Agreement, constitutes the entire agreement between Licensee and Programmer governing this subject matter. Unless specifically modified or superseded by the terms of this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
3. This Amendment may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Delivery of an executed counterpart signature page to this Amendment by facsimile or e-mail shall be deemed sufficient to render this Amendment effective.

SIGNATURE PAGE TO FIRST AMENDMENT TO  
LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE:

MITTEN MEDIA, LLC

By: 

Name: Todd Mohr

Title: Member

PROGRAMMER:

45 NORTH MEDIA INC

By: 

Name: Bryan D. Hollenbaugh

Title: President and Chief Executive  
Officer

Amended and Restated LMA Schedule A

LMA Monthly Payment

Beginning on February 1, 2019, and continuing through October 31, 2019, Programmer shall pay to Licensee monthly, pro-rated for any partial months, the “LMA Monthly Fee,” in the amount of TWO THOUSAND DOLLARS (\$2,000.00). The LMA Monthly Fee shall be due by the seventh (7<sup>th</sup>) day of each calendar month, provided that, if the LMA Monthly Fee is not delivered by Programmer by the fifteenth (15<sup>th</sup>) day of each calendar month, then Programmer will owe Licensee a late fee of ten percent (10%) (due with the next month’s payment). As provided in the Amended and Restated Option and Asset Purchase Agreement (the “OAPA”), these LMA Monthly Fees up to the amount of EIGHTEEN THOUSAND DOLLARS (\$18,000.00), shall be credited to the Purchase Price at the Closing of the OAPA.

If the OAPA is not closed by May 31, 2020, and the OAPA has not otherwise been terminated, then during the remaining Term of this LMA, Programmer shall resume being obligated to Licensee in the amount of TWO THOUSAND DOLLARS (\$2,000.00) per month, pro-rated for any partial months, for the LMA Monthly Fee, provided that such post May 31, 2020 LMA Monthly Fees shall be paid by Buyer into an escrow account, or other mutually agreeable bank account not controlled by Seller (for which escrow or bank account Seller and Buyer shall share equally any costs), to ensure that Seller does not receive payment in excess of eighty percent (80%) of the Purchase Price prior to the Closing of the OAPA.