

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

THIS AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of April 17, 2018 between INGSTAD RADIO WASHINGTON, LLC, a North Dakota limited liability company ("Licensee") and STEPHENS FAMILY LIMITED PARTNERSHIP, an Oklahoma limited partnership ("Programmer").

### **RECITALS**

WHEREAS, Licensee and Programmer entered into that certain Local Programming and Marketing Agreement dated March 30, 2018 (the "LMA") with respect to the following radio broadcast stations:

KALE(AM), Richland, WA (FCC ID No. 63359);  
KARY-FM, Grandview, WA (FCC ID No. 53674);  
KBBO(AM), Yakima, WA (FCC ID No. 49875);  
KEGX(FM), Richland, WA (FCC ID No. 53140);  
KHHK(FM), Yakima, WA (FCC ID No. 36031);  
KIOK(FM), Richland, WA (FCC ID No. 12455);  
KJOX(AM), Kennewick, WA (FCC ID No. 53139);  
KKSR(FM), Walla Walla, WA (FCC ID No. 35717);  
KRSE(FM), Yakima, WA (FCC ID No. 49876);  
KTCR(AM), Selah, WA (FCC ID No. 7918);  
KUJ-FM, Burbank, WA (FCC ID No. 77777);  
KXDD(FM), Yakima, WA (FCC ID No. 7919);  
K291BS, Richland, WA (FCC ID No. 139173);  
K232CB, Pendleton, OR (FCC ID No. 12456);  
K295BT, Wapato, WA (FCC ID No. 156903);  
K291BV, Wapato, WA (FCC ID No. 156949); and  
K283BX, Wapato, WA (FCC ID No. 156894) (each a "Station" and together, the "Stations"); and

WHEREAS, Licensee and Programmer desire to amend the LMA to clarify the obligations set forth in Schedule A thereto;

### **AGREEMENT**

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Amendment. Schedule A to the LMA is hereby amended and restated in its entirety as specified in Attachment 1 hereto.

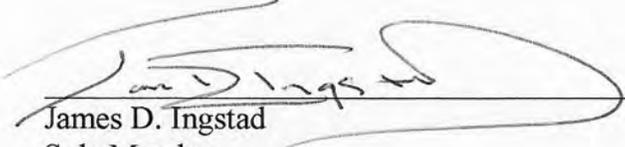
**Execution**

2. Limitation. Except as specifically stated herein, the LMA is not amended, modified or otherwise revised and the LMA remains in full force and effect.

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

**LICENSEE:**

**INGSTAD RADIO WASHINGTON, LLC**

  
James D. Ingstad  
Sole Member

**PROGRAMMER:**

**STEPHENS FAMILY LIMITED  
PARTNERSHIP**

by its General Partner

The David P. Stephens Trust

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David P. Stephens  
Trustee

**Execution**

2. Limitation. Except as specifically stated herein, the LMA is not amended, modified or otherwise revised and the LMA remains in full force and effect.

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

**LICENSEE:**

**INGSTAD RADIO WASHINGTON, LLC**

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James D. Ingstad  
Sole Member

**PROGRAMMER:**

**STEPHENS FAMILY LIMITED  
PARTNERSHIP**

by its General Partner

The David P. Stephens Trust



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David P. Stephens  
Trustee

SCHEDULE A

During the Term, and for the period thereafter as specified below, Programmer shall pay Licensee monthly an amount equal to fifty percent (50%) of the net revenues of the Stations for the preceding month (for purposes of this Agreement, net revenues shall be calculated as the Stations' collected revenues less (i) all reasonable operating expenses incurred by Programmer to program and sell advertising on the Stations, including the salaries, taxes, insurance and related costs of Programmer's employees during the Term, and (ii) the Reimbursable Expenses, defined below) (the "Fee"). The Fee due to Licensee shall be paid monthly beginning on the tenth (10<sup>th</sup>) business day of the month following the Commencement Date, and on the 10<sup>th</sup> business day of every month thereafter for the remainder of the Term and any additional months (not to exceed twelve (12) months) following the expiration of the Term until such time as fifty percent of the net revenues attributable to the operation of the Stations during the Term shall have been paid to Licensee. Programmer shall be responsible to provide Licensee with a statement of net revenues or other documentation that Licensee shall reasonably request to accompany payment of the Fee. In the event the FCC denies the Assignment Application, all accrued Fees under this Agreement shall be due and payable within fifteen (15) days of the FCC's order denying the Assignment Application. In the event this Agreement is terminated by either party upon the expiration or termination of the Purchase Agreement for a reason other than the FCC's denial of the Assignment Application, all accrued Fees under this Agreement, pro-rated through the termination date, shall be due and payable within fifteen (15) days of the termination of this Agreement (subject to the conditions of Section 14 above).

In addition to the Fee, during the Term, Programmer shall reimburse Licensee on a monthly basis in arrears for all reasonable operating expenses of the Stations incurred by Licensee in the ordinary course of business and consistent with industry custom (taking into account this Agreement, the services provided hereunder, and the Stations' expenses paid directly by Programmer in performing this Agreement) for which Licensee has submitted to Programmer a written reimbursement request supported by appropriate documentation of expenses (the "Reimbursable Expenses"). Such Reimbursable Expenses shall include, without limitation:

- (a) all maintenance, power, electric and other utility bills (*i.e.*, for gas and water) associated with the operation of the Stations' transmission and tower facilities;
- (b) maintenance, telephone, insurance, internet and cable expenses associated with the Stations' main studio;
- (c) income, gross receipts, excise, real estate, personal property and sales taxes related to the ownership of Licensee's assets or the Stations' programming;
- (d) all music licensing fees, including the fees of ASCAP, BMI,

SESAC and GMR; and

(e) salaries, taxes, insurance and related costs for the Licensee Personnel.

Programmer's payment to Licensee for the Reimbursable Expenses shall coincide with payment of the Fee (monthly, on the 10<sup>th</sup> business day of every month).

Licensee shall be solely responsible for any capital expenses, and Programmer shall have no obligation to reimburse such costs; however, Licensee shall not be required to reimburse or pay for any capital expenses made by Programmer

If requested by Programmer, Licensee shall submit to Programmer periodically (but no more often than once per calendar quarter) a budget which shall set forth the monthly operating expenses for the Stations, and which shall contain detailed line item categories of expenses.