

## SECOND AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

This **SECOND AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT** (this "Amendment") is made and entered into as of December 20, 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, 2018, as amended by that certain First Amendment to Local Programming and Marketing Agreement made as of November 11, 2019 (collectively, 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 deleting the text of Section 11 in its entirety and replacing the text with the following:

**Expenses.** During the Term, Programmer shall be responsible for: (a) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs supplied to Licensee; (b) the costs of delivering the Programs to Licensee; and (c) the costs of maintaining the Station equipment in operating condition. Licensee shall be responsible for paying directly: (i) the salaries, taxes, insurance and related costs for the Station Employees ("Licensee Employee Expenses"); (ii) the costs of maintaining the Station's access to the Station's transmitter site, including any property taxes, rent and/or utilities at the transmitter site for the Station ("Transmitter Site Expenses"); (iii) the costs of maintaining the Station's access to the Station's studio site, including any property taxes, rent and/or utilities at the studio site for the Station ("Studio Site Expenses"); and (iv) expenses reasonably incurred to maintain the Station Licenses ("License Expenses"). Licensee shall be responsible for paying directly all income taxes relating to Licensee's earnings from this arrangement. *Licensee shall be responsible for paying directly all other station operating expenses, which such necessary and reasonable station operating expenses shall be deemed "Reimbursed Expenses" qualifying for reimbursement by Programmer pursuant to Schedule B of this Agreement.*

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 FOLLOWS]

SIGNATURE PAGE TO SECOND 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