

## LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (this "Agreement") is made as of June 21, 2018, between **STAR OVER ORLANDO, INC.**, a Florida corporation ("Licensee"), and the company(ies) set forth as iHeartMedia on the signature page hereto ("Programmer").

### RECITALS

A. Licensee owns and operates the following radio broadcast stations (each a "Station" and collectively, the "Stations") pursuant to authorizations issued by the Federal Communications Commission ("FCC"):

- AM Station WRSO, 810 kHz, Orlovista, Florida, FCC Facility ID No. 129548 (the "AM Station")
- FM Translator Station W226BT, 93.1 MHz, Orlando, Florida, FCC Facility ID No. 156791 ("W226T")
- FM Translator Station W250CE, 97.9 MHz, Kissimmee, Florida, FCC Facility ID No. 156694 ("W250CE" and together with W226T, the "Translators" and each a "Translator")

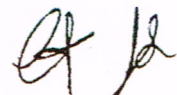
B. Licensee desires to obtain programming for the Stations, and Programmer desires to provide programming for broadcast on the Stations on the terms set forth in this Agreement, all in conformance with the Communications Act of 1934, as amended, and the rules and published policies of the FCC (said Communications Act and FCC rules and policies are referred to in this Agreement as the "Communications Laws").

C. Licensee (as Seller) and Programmer and its affiliate (as Buyer) are parties to an Option Agreement (the "Option Agreement") dated as of even date herewith with respect to the Stations.

### 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. Term. The term of this Agreement (the "Term") shall commence at 12:01 a.m., local time (the "LMA Effective Time"), on September 1, 2018, and shall terminate on the earlier of (a) 12:01 a.m. on the date of the consummation of the purchase of the Stations pursuant to the Option Agreement, (b) the eighth (8th) anniversary of the LMA Effective Time, and (c) such time as this Agreement is terminated in accordance with its terms pursuant to Sections 15 and 16.





2. Programming. During the Term, Programmer shall have the exclusive right to purchase from Licensee airtime on the Stations for the price and on the terms specified in this Agreement, and shall transmit to Licensee programming that it has the rights to broadcast (the "Program" or "Programs" or "Programming") for broadcast on the respective Station twenty-four (24) hours per day, seven (7) days per week, except for: (a) downtime occasioned by routine maintenance consistent with prior practice and upon 48 hours prior notice to Programmer; (b) in regard to the AM Station, one (1) hour between 5:00 a.m. to 6:00 a.m. each Sunday morning and at any other times mutually agreeable to Licensee and Programmer during which time Licensee may broadcast programming designed to address the concerns, needs and interests of the Stations' listeners; (c) times when Programmer's programs are not accepted or are preempted by Licensee in accordance with this Agreement; and (d) times when one or more of the Stations is not broadcasting because of Force Majeure Events (as defined below). Programmer will transmit, at its own cost, the Programs to the Stations' transmitting facilities in a manner mutually agreeable to the parties. Programmer may include Program Associated Data ("PAD") via Radio Data Service in its Programming feed, including but not limited to song titles, artist and album information. In regard to the Translators, during the Term, Programmer shall designate, at its discretion, and may change such designation at its discretion, the primary station programming signal to be rebroadcast by each Translator, including at Programmer's discretion an HD channel (the "Primary Signal"), provided the Translator qualifies under 47 C.F.R. Sections 74.1231 and 74.1232 as a fill-in translator for such Primary Signal. Programmer shall be responsible, at Programmer's expense, for delivering each Primary Signal to the respective Translator for rebroadcast. Except as set forth in this Agreement, Licensee may not further rebroadcast or otherwise use any Programming provided by Programmer under this Agreement.

Force Majeure Events shall mean any failure or impairment of facilities, any delay or interruption in broadcasting the Programming, or any failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, force majeure, or any other causes beyond the reasonable control of Licensee or Programmer, and it shall not constitute a breach of this Agreement, and neither Licensee nor Programmer, as the case may be, will be liable to the other party therefor, provided, however, that each party shall use commercially reasonable efforts to correct such event or condition as soon as reasonably possible.

3. Broadcasting. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs on the respective Station, subject to the provisions of Section 6 below.

4. Advertising. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Stations and its Internet websites and for the collection of accounts receivable arising therefrom or otherwise accruing during the Term, and Programmer shall be entitled to all such collections. All Accounts Receivable of the Stations prior to the commencement of the Term shall remain the property of Licensee's, or of Licensee's prior LMA programmer, as applicable, and shall be collected by Licensee or Licensee's prior LMA





programmer, and all revenues from the sale of advertising on the Stations during the Term shall belong to Programmer.

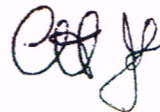
5. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on Schedule A attached hereto.

6. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term. Without limiting the generality of the foregoing, Licensee will: (a) employ the requisite personnel for Licensee oversight of the operations of the Stations, in conformance with FCC requirements, who will report to Licensee and will direct the day-to-day operations of the Stations, and (b) retain control over the policies, programming and operations of the Stations. Nothing contained herein shall prevent Licensee from (c) rejecting or refusing programs that Licensee believes to be contrary to the public interest, or (d) substituting programs that Licensee believes to be of greater local or national importance or that are designed to address the problems, needs and interests of the Stations' local communities. Without limiting the preceding sentence, Licensee reserves the right to (e) refuse to broadcast any Program containing matter that violates any right of any third party, that constitutes a personal attack, or that does not meet the requirements of the Communications Laws, (f) preempt any Program in the event of a local, state, or national emergency, or (g) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification rule. In all such cases, Licensee will use its reasonable best efforts to give Programmer reasonable advance notice of its intention to preempt any regularly scheduled Program, and, in the event of such preemption, Programmer shall receive a payment credit for any Program that would have been supplied by it during the time of such broadcasts by Licensee. Licensee shall at all times exercise its pre-emptive rights reasonably and in good faith and not for its own economic or other benefit. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review. Programmer shall cooperate with Licensee to ensure that Emergency Alert System ("EAS") transmissions are properly performed in accordance with Licensee's instructions.

7. Music Licenses. Programmer shall not broadcast any material on the Stations in violation of the Copyright Act or the rights of any person. All music supplied by Programmer shall be (a) licensed by a music licensing agent such as ASCAP, BMI, SESAC or GMR, (b) in the public domain or (c) cleared at the source by Programmer. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Stations.

8. Programs.

(a) Programmer shall ensure that the contents of the Programs conform to the Communications Laws and the programming regulations prescribed in Schedule B. Programmer shall not take any action, or omit to take any action, inconsistent with Licensee's obligations





under the Communications Laws to retain ultimate responsibility for the programming and technical operations of the Stations. Programmer shall consult with Licensee, as reasonably requested by Licensee, in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the Stations' local communities, as those issues are made known to Programmer by Licensee.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcasting rules of the FCC, for the AM Station. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the Communications Laws and federal election laws. Programmer shall release advertising availabilities on the AM Station to Licensee during the Term as necessary to permit Licensee to comply with the political broadcasting rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

(c) Programmer, on behalf of Licensee, shall furnish or insert within the Programming all Station identification announcements required by the Communications Laws, and shall, upon request by Licensee, provide (a) information about Programming that is responsive to the public needs and interests of the area served by the AM Station, so as to assist Licensee in the preparation of any required programming reports, and (b) other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the AM Station or the Translators' station records files, including all records and information pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the Rules and The Bipartisan Campaign Reform Act of 2002. Programmer additionally agrees that broadcasts of sponsored programming addressing political issues or controversial subjects of public importance will comply with the provisions of Section 73.1212 of the Rules. Programmer shall consult with Licensee and adhere strictly to all applicable provisions of the Communications Laws, with respect to the carriage of political advertisements and political programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to "equal opportunities") and the charges permitted for such programming or announcements.

(d) Programmer and its employees and agents shall at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act and the related Rules. Neither Programmer nor its employees or agents 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 Communications Laws in the program for which Consideration was provided as having paid for or furnished such Consideration.

(e) Programmer shall cooperate with Licensee to ensure compliance with the Communications Laws regarding EAS tests and alerts. In connection with the Programming, Programmer shall ensure that no person shall knowingly utter or transmit any false signals of distress and that the Programming will not include transmissions of false or deceptive EAS codes or attention signals or a recording or simulation thereof, in any circumstance other than in an actual National, State or Local area emergency or authorized test of the EAS.

9. Employees and Expenses.

(a) During the Term, Programmer will be responsible for (a) the salaries, taxes, insurance and other costs for all personnel used in the production of the Programs supplied to Licensee, and (b) the costs of delivering the Programs to the Stations' transmitting facilities. Subject to Section 5 and Schedule A, Licensee will be responsible for the salaries, taxes, insurance and related costs for licensee's personnel contemplated by Section 6, and for the lease payments and electric utility costs for the Stations' transmitter locations.

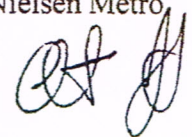
(b) Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel and facilities used in fulfillment of its rights and obligations under this Agreement.

(c) Programmer shall be responsible for timely paying all costs, including fees to ASCAP, BMI, SESAC, GMR, SoundExchange and iBiquity, attributable to the Programming that is delivered by Programmer for broadcast on the Stations. The parties acknowledge and agree that Programmer shall obtain its own ASCAP, BMI, SESAC, GMR, SoundExchange and iBiquity licenses as of the LMA Effective Time.

10. Intangible Property.

(a) During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters that may be assigned by the FCC for use by the Stations, and will ensure that proper station identification announcements are made with such call letters in accordance with the Communications Laws. Programmer shall include in the Programs broadcast on the AM Station an announcement at the beginning of each hour of such Programs to identify the AM Station's call letters, as well as any other announcements required by the Communications Laws. At Programmer's request, and subject to the mutual agreement of Licensee and Programmer, Licensee shall request alternate call letters for the AM Station, provided such call letters are available, and provided that Programmer reimburses Licensee for the FCC filing fee.

(b) Licensee hereby grants Programmer an exclusive license (to the extent Licensee holds such exclusive rights) to use Licensee's call signs, trademarks, intellectual property, and names associated with the Stations (collectively, the "Marks") in the Nielsen Metro





in which the Stations' communities of license are located in connection with the broadcast and promotion of the Programs during the Term.

11. Handling of Stations Communications. Licensee will receive and handle all communications from members of the public in connection with the operation of the Stations.

12. Maintenance. Subject to Section 5 and Schedule A, during the Term, Licensee shall maintain the operating power of the Stations consistent with the respective FCC licenses for the Stations, and shall have the ultimate obligation to repair and maintain the Stations' tower(s) and transmitter site(s) and equipment consistent with good operating practice and the Communications Laws. Subject to Section 5 and Schedule A of this Agreement, Licensee shall undertake such repairs as are necessary to maintain full-time operation of each Station with its respective maximum authorized facilities as expeditiously as reasonably possible following the occurrence of any loss or damage preventing such operation. Any modifications to the transmitter site location, effective radiated power or antenna pattern of the existing transmission facilities of the Stations will be undertaken only upon approval of such modifications by Programmer, such approval to not be unreasonably withheld. The costs incurred in connection with any such modification shall be the sole responsibility of Licensee, unless otherwise agreed to in advance in writing by Programmer.

13. Facilities. During the Term, subject to any necessary landlord consent, Licensee shall provide Programmer access to and the use of designated space at the transmitter facilities of the Stations for purposes of providing the Programs. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's personnel, and shall not (a) act contrary to the terms of any lease for the premises, (b) permit to exist any lien, claim or encumbrance on the premises, or (c) interfere with the business and operation of Licensee's stations or Licensee's use of such premises.

14. Representations. Programmer and Licensee each represent and warrant to the other that (a) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (b) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (c) it has duly authorized this Agreement, and this Agreement is binding upon it, and (d) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

15. Termination.

(a) This Agreement may be terminated as follows:

(i) By either Licensee or Programmer, by written notice to the other party, if, subject to Section 24, this Agreement shall have been declared invalid or illegal in whole or in material part by an order or a decree of the FCC or any other administrative agency or court of competent jurisdiction, and such order or decree



shall have become final and shall no longer be subject to further administrative or judicial review;

(ii) As provided in Section 1 hereof;

(iii) By Programmer, by written notice to Licensee, whether or not such condition is a Force Majeure event, if the AM Station is not operating pursuant to its FCC license, program test authority under Construction Permit File No. BP-20160523AAT, or a valid special temporary authority, for a period of ten (10) days or more.

(iv) By Programmer, by written notice to Licensee, whether or not such condition is a Force Majeure event, if either Translator Station is not operating or is operating with less than ninety (90) percent of authorized maximum facilities for a period of ten (10) days or more.

(v) By the mutual consent of both parties; or

(vi) As provided in Section 16 below.

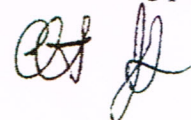
(b) Effect of Termination. If this Agreement expires or is terminated for any reason other than the occurrence of the Closing under the Option Agreement, the parties shall cooperate in good faith to restore the status quo ante. No expiration or termination of this Agreement shall terminate the indemnification obligations of Programmer or Licensee hereunder.

16. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement or the Option Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement or the Option Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement or the Option Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement or the Option Agreement in any material respect.

(c) Notwithstanding the foregoing, any monetary Event of Default will not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Notwithstanding the foregoing, any non-monetary Event of Default will not be deemed to have occurred until thirty (30) business days after the non-defaulting party





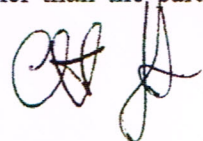
has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective upon thirty (30) days written notice to the defaulting party.

17. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from (a) the broadcast of the Programs on the Stations, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks and trade names (other than with regard to the Marks, unless used contrary to the terms of this Agreement), or program titles, (b) violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights, Communications Laws or other applicable law, (c) any breach by Programmer of any representation, warranty, covenant or other agreement hereunder, (d) any action taken by Programmer or its employees or agents with respect to the Stations, or any failure by such party or its employees or agents to take any action with respect to the Stations, including but not limited to such party's payment and performance of obligations and liabilities, unless resulting from a failure by the other party to perform hereunder, or (e) any other claims of any nature, including any investigation initiated or fines or forfeitures imposed by the FCC, as a result of the broadcast on the Stations of the Programming provided by Programmer

Licensee shall indemnify and hold Programmer harmless against any and all liability arising from (a) Programmer's use of the Marks consistent with this Agreement, (b) the broadcast of Licensee's programming on the Stations, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights, the Communications Laws or other applicable law, (c) any breach by Licensee of any representation, warranty, covenant or other agreement hereunder, or (d) any action taken by Licensee or its employees or agents with respect to the Stations, or any failure by such party or its employees or agents to take any action with respect to the Stations, including but not limited to such party's payment and performance of obligations and liabilities, unless resulting from a failure by the other party to perform hereunder.

The terms of this Section shall survive any expiration or termination of this Agreement.

18. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights under this Agreement without the other party's prior written consent, which consent may not be unreasonably withheld or delayed, provided, however, that this Agreement may be assigned to an affiliate of a party who assumes this Agreement in writing, upon written notice to the other party, and provided further, that Programmer may assign this Agreement, without Licensee's consent, but upon written notice to Licensee, to the successor of Programmer in connection with its bankruptcy proceeding. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.





19. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the Communications Laws and all other applicable laws.

20. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Licensee: Star Over Orlando, Inc.  
357 Ocean Shore Boulevard  
Ormond Beach, FL 32176-9046  
Attention: Carl C. Tutera

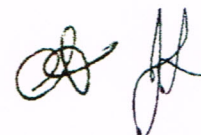
with a copy (which shall not constitute notice) to:

Scott W Woodworth  
Edinger Associates, PLLC  
1875 F Street, N.W. Suite 500  
Washington, DC 20006 - 202-747-1690

If to Programmer: iHeartMedia  
8044 Montgomery Road, Suite 650  
Cincinnati, OH 45236  
Attention: Jeff Littlejohn

with copies (which shall not constitute notice) to:

iHeartMedia  
Legal Department  
20880 Stone Oak Pkwy  
San Antonio, TX 78258  
Attention: Christopher M. Cain, Esq.





and to:

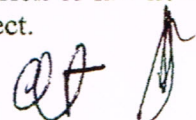
Marissa G. Repp, Esq.  
Repp Law Firm  
1629 K Street, NW, Suite 300  
Washington, DC 20006-1631

21. Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. This Agreement (including the Schedules hereto) and the Option Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

22. Certifications. Licensee certifies that it maintains ultimate control over the Stations' facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a), 74.1231 and 74.1232.

23. Confidentiality. Except as may be reasonably necessary to perform this Agreement, and except as may be required by law or compulsory legal process or request by the FCC, the parties shall keep confidential, and shall not use or disclose the terms of this Agreement or any nonpublic information regarding the parties, the stations or the programming. The parties agree that this Agreement (with redactions as permitted by the FCC) may be filed with the FCC and placed in the stations' public inspection files, as appropriate.

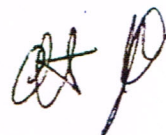
24. Change in FCC Rules or Policies; Severability. In the event that the FCC determines that this Agreement does not comply with the Communications Laws, the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws. In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect.





25. Counterparts. This Agreement 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. Facsimile, PDF or other electronically delivered copies of signature pages to this Agreement or instrument delivered pursuant to this Agreement shall be treated as between the parties as original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

A handwritten signature in black ink, consisting of a stylized 'A' followed by a vertical line and a loop.



SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT

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

LICENSEE:

STAR OVER ORLANDO, INC.

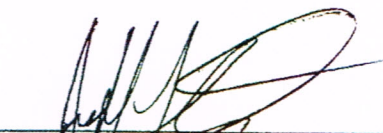
By: 

Name: Carl C. Tutera

Title: President

iHEARTMEDIA

iHEARTMEDIA + ENTERTAINMENT, INC. \*  
(a Texas Corporation)

By: 

Name: Jeff Littlejohn

Title: Executive Vice President – Engineering &  
Systems

\* Currently as Debtor in Possession



SCHEDULE A  
LMA Fees and Expenses

1. From the LMA Effective Time through the end of the month in which such date occurs (prorated as set forth below), and each month thereafter for the remainder of the Term, Programmer shall pay to Licensee a fee which shall be due and payable within five (5) business days of the first business day of each calendar month (the "Monthly Fee"). Payments of the Monthly Fee shall be prorated on a daily basis for any partial month of this Agreement.

For the first twelve months of the Term, the Monthly Fee shall be ~~SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)~~ per month.

For the second twelve months of the Term, the Monthly Fee shall be ~~SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)~~ per month.

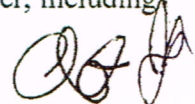
For each subsequent twelve months of the Term, the Monthly Fee shall increase by ~~7~~ percent from the prior year's Monthly Fee.

2. In addition, Programmer shall reimburse Licensee for the following out of pocket expenses of Licensee accruing at or after the LMA Effective Time during the Term, provided such expenses are the reasonable, customary and usual costs and expenses associated with the ownership and operation of the Stations ("Reimbursable Station Expenses"):

- (a) Licensee's lease payments to the landlord(s) for the transmitter sites for the Stations;
- (b) electricity utility costs charged to Licensee at the Stations' respective transmitter sites for the transmission operations of the Stations;
- (c) the FCC regulatory fees for the Stations during the Term; and
- (d) FCC filing fees with respect to applications required to maintain or renew the FCC authorizations for the Stations during the Term.

Any Reimbursable Station Expense that straddles the Term and any period beginning or ending before or after the Term that is not clearly allocable to periods before or after the Term shall be prorated between Licensee and Programmer on the basis of the number of days elapsed.

3. Unless specified in paragraph 2 above as a Reimbursable Station Expense, or as specified in paragraph 6 below as a Programmer expense, the other expenses of Licensee during the Term relating to the Stations or to the business of Licensee shall be the sole responsibility of Licensee and shall not be reimbursed by Programmer, including without limitation the following excluded expenses:



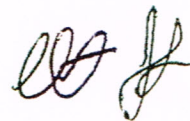
- (a) all costs of employment, including salaries, taxes, benefits, insurance and related costs, of the personnel of Licensee overseeing and supervising the Stations;
- (b) all studio and office expenses of Licensee, including without limitation rent and utility charges at the Licensee's studios and offices;
- (c) all FCC filing fees, and Licensee communication counsel's fees, with respect to Licensee's FCC ownership reports; and
- (d) FCC filing fees, legal fees and other expenses arising out of the transactions contemplated by the Option Agreement.

4. Programmer shall pay the Reimbursable Station Expenses to Licensee within thirty (30) days after receipt by Programmer of an invoice from Licensee, which such invoice shall provide such detail and back-up documentation as Programmer may reasonably request.

5. If Programmer fails to timely pay any amount within thirty (30) days of the due date under this Schedule A, such amount shall bear interest at the prime rate (as reported by The Wall Street Journal or, if not reported thereby, by another authoritative source) as in effect from time to time from the LMA Effective Time until the date of actual payment.

6. Under the supervision and ultimate control of the Licensee, Programmer shall be responsible for all maintenance for the Translators' transmission equipment and facilities, including antennas, transmitters and transmission lines, provided that any replacements necessary to maintain full time operation of the Translators with maximum authorized facilities shall be the financial responsibility of Licensee. Programmer shall be responsible for all costs of providing the Programming under this Agreement, including without limitation the cost of producing, licensing or procuring and delivering such programming to the transmission facilities of the Stations.

7. Licensee shall be responsible for all maintenance for the AM Station's transmission equipment and facilities, including antennas, transmitters and transmission lines, along with any replacements necessary to maintain full time operation of the AM Station with maximum authorized facilities.



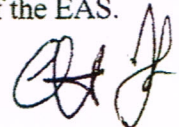


## SCHEDULE B

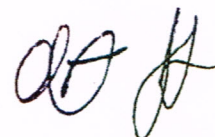
### PROGRAM STANDARDS

Programmer agrees to cooperate with Licensee in the broadcasting of programs in a manner consistent with the standards of Licensee, as set forth below:

1. Political Programming and Procedures. Throughout a primary or general election campaign, Programmer will comply with all applicable laws and rules concerning political candidacy broadcasts and will promptly notify Licensee of any disputes concerning either the treatment of or rate charged a candidate or supporter.
2. Required Announcements. Programmer shall broadcast, on the Stations, an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Stations, and any other announcement that may be required by the Communications Laws or the Stations' policy.
3. Commercial Recordkeeping. Programmer shall maintain such records of the receipt of, and provide such disclosure to Licensee of any consideration, whether in money, goods, services, or otherwise, which is paid or promised to be paid, either directly or indirectly, by any person or company for the presentation of any programming over the Stations as are required by Sections 317 and 507 of the Communications Act and by the Rules. The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.
4. No Illegal Announcements. No announcements or promotion prohibited by federal or state law or regulation of any lottery, game or contest shall be made over the Stations. Any game, contest or promotion relating to or to be presented over the Stations must be fully stated and explained in advance.
5. Indecency. Hoaxes. No programming violative of applicable laws and rules concerning indecency or hoaxes will be broadcast over the Stations.
6. Controversial Issues. Any broadcast over the Stations concerning controversial issues of public importance shall comply with the FCC's rules, regulations and policies.
7. Credit Terms Advertising. Pursuant to the rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Stations in accordance with all applicable federal and state laws.
8. EAS. No false or deceptive Emergency Alert System ("EAS") codes or attention signals or a recording or simulation thereof, shall be broadcast on the Stations in any circumstance other than in an actual National, State or Local area emergency or authorized test of the EAS.



9. Other Programming Prohibitions. Programming on the Stations shall not include: false or unwarranted claims for any product or service; infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition; any false, vituperative or bad faith disparagement of competitors or competitive goods; offensive sounds, including material describing in a repellent manner internal bodily functions or symptomatic results of internal disturbances; slanderous, obscene, profane, vulgar, indecent or repulsive language, either in theme or treatment; advertising matter or announcements which may be injurious or prejudicial to the interests of the public, the Stations, or honest advertising and reputable business in general.

Handwritten signature or initials in black ink, appearing to be 'AA' followed by a stylized flourish.