

LOCAL MARKETING AGREEMENT
KMGL, KOMA, KOKC, KR XO, KEBC,
KUOK, KUOK-CD, KUTU-CD, KTUZ TV, KOCY LP

This LOCAL MARKETING AGREEMENT (the "Agreement"), entered into as of the 13th day of November, 2012 (this "Agreement"), by and between Tyler Media LLC, an Oklahoma limited liability company ("Licensee") and Tyler Broadcasting Corporation, an Oklahoma corporation ("Programmer").

RECITALS:

WHEREAS, Licensee owns and is authorized to operate radio stations KMGL (facility ID# 55708), KOMA (facility ID# 72469), KOKC (facility id# 73981), KR XO (facility ID # 16851), KEBC (facility ID# 6747); AND

television stations KUOK (facility ID# 86532), KUOK-CD (facility ID# 14885), KUTU-CD (facility id# 31369), KTUZ TV (facility ID # 77480) and KOCY LP (facility ID # 36850), and all the digital sub-channels of the radio and television stations, collectively (the "Station"), pursuant to licenses issued by the Federal Communications Commission ("FCC"); and

WHEREAS, Licensee desires to obtain an interim source of programming and income for the Station; and

WHEREAS, the majority ownership of Licensee and Programmer are controlled by the same persons; and

WHEREAS, Programmer desires to purchase time on Licensee's Station for the broadcast of programming on the Station and for the sale of advertising time included in that programming.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale of Time. Subject to the provisions of this Agreement and the applicable rules, regulations and policies of the FCC, Licensee agrees to make the Station's broadcasting transmission facilities available to Programmer for broadcast of Programmer's programs on the Station originating either from Programmer's studio or from Licensee's studio. Programmer will have the right to broadcast on the Station twenty-four hours per day. Notwithstanding the foregoing, Licensee reserves up to two (2) hours of the Station's time per week for its own use for public affairs programming at a mutually agreeable time.

2. Term. The term of this Agreement shall commence on November 13, 2012 (the "Effective Date") and, unless earlier terminated as provided in this Agreement, shall continue in full force and effect for a period of ten (10) years (the "Term").

3. Consideration. As consideration for the air time made available by Licensee hereunder during the Term, Programmer shall pay Licensee a monthly sum in accordance with Schedule A hereto.

4. Licensee's Responsibility for Expenses. Licensee shall be solely responsible for payment of all the direct and indirect operating costs (except directly related to Programmer's use of the facilities of the Station), including but not limited to:

- (a) salaries, payroll taxes, insurance, benefits and related costs of Licensee's Chief Operator and other personnel employed by Licensee in the operation of the Station as required by FCC rules, regulations and policies;
- (b) Insurance costs relating to Licensee's owned assets and operations;
- (c) Licensee's own telephone, delivery and postal service;
- (d) income, gross receipts, sales, real property, personal property, excise and/or any other taxes of any nature whatsoever related to the ownership of Licensee's assets or Licensee's own programming efforts on the Station;
- (e) The costs of Licensee's own programming;
- (f) Lease payments, power and other utility bills and maintenance costs for the Station's studio, transmission, and tower facilities; and
- (g) Costs and expenses (including legal costs and filing fees) incurred in connection with the Station's compliance with FCC rules and regulations. Licensee shall make all necessary payments in a timely fashion from its own accounts.

5. Licensee's Authority. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Station during the Term. Licensee shall be responsible for all programming it furnishes for broadcast on the Station and for the payment of the salaries of all of its employees, all of whom shall report solely to and be accountable solely to the Licensee. Licensee shall retain the right to interrupt or preempt Programmer's programming at any time if Licensee determines the programming is not in the public interest or violates this Agreement, or in case of an emergency or Emergency Alert System ("EAS"), or any successor system's activation, or for the purpose of providing programming which Licensee in its sole discretion determines to be of greater national, regional or local importance; provided, however, that any revenues realized by Licensee as a result of such interruption or preemption shall promptly be remitted to Programmer. In the event Licensee shall interrupt or preempt Programmer's programming as described above, Programmer may elect to reduce the monthly consideration due pursuant to Section 3 above on a prorated basis.

6. Advertising and Programming Revenues. Programmer shall retain all revenues from the sale of advertising time on the programming it broadcasts on the Station on and after the Effective Date, but all accounts receivable of Licensee for time periods before the

Effective Date shall be for the account of Licensee. Programmer shall promptly remit to Licensee any amounts received by or paid to Programmer for advertising aired before the Effective Date.

7. Political Advertising. Programmer will provide, make available to and shall sell time to political candidates from the time it purchases from Licensee in compliance with the Communications Act of 1934, as amended (the "Act"), and the rules, regulations and policies of the FCC. In the event that it is necessary for Licensee to make time directly available to political candidates in order to comply with the provisions of the Act, Licensee shall promptly pay to Programmer all advertising revenues realized thereby. Programmer and Licensee shall cooperate to establish the correct "lowest unit rate" and relating to other political broadcast policies.

8. Licensee's Representations, Warranties and Covenants. Licensee represents, warrants and covenants to Programmer that:

(a) Qualification. Licensee is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Licensee.

(b) Authorizations. Licensee now holds all permits and authorizations necessary for the operation of the Station including all FCC permits and authorizations. Licensee will continue to hold such permits and authorizations throughout the Term. There is not now pending or to Licensee's knowledge, threatened, any action by the FCC or other party to revoke, cancel, suspend, refuse to renew, or modify adversely any of the licenses, permits or authorizations necessary to the operation of the Station, and to Licensee's knowledge, no event has occurred that allows or, after notice or lapse of time or both, would allow, the revocation or termination of such licenses, permits or authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station as presently or proposed to be conducted. Giving effect to the construction permit and related construction activities, Licensee is operating the Station in accordance with the Act and the FCC's rules and policies.

(c) No Violation. Licensee is not in material violation of any statute, ordinance, rule, regulation, order or decree of any federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which material default or violation would have an adverse effect on Licensee or its assets or on its ability to perform this Agreement.

(d) Compliance. Licensee shall be responsible for the Station's compliance with all applicable provisions of the Act and the rules, regulations and policies of the FCC and all other applicable laws.

(e) Transmitting Facilities. The transmitting and tower facilities of the Station are currently, and during the Term shall be, maintained in accordance with good engineering practice and all applicable FCC rules and regulations and shall transmit at full operating parameters in accordance with their FCC licenses. The Station's tower and transmitting facilities are in good repair and structurally sound, have correct monitoring points and possess all necessary lighting and markings to comply with applicable rules of the FCC. The Station currently complies with and shall continue to comply with all engineering requirements as set forth in their FCC licenses, permits and authorizations, and Licensee shall take all steps reasonably necessary to insure continued compliance therewith. Licensee shall consult with Programmer prior to seeking any additional modification to the Station license, except with respect to a license to cover the Station's existing construction permit.

(f) Employees. Licensee shall retain, on a full time or part time basis, a General Manager who shall direct the day-to-day operation of the Station, and a Chief Operator, as that term is defined by the rules and regulations of the FCC (who may also hold the position of Chief Engineer), who shall be responsible for insuring compliance by the Station with the technical operating and reporting requirements established by the FCC. Licensee shall be responsible for insuring that qualified control operators monitor and control the Station's transmissions at all time, in full conformity with FCC requirements.

(g) Main Studio. Licensee shall maintain main studios, as that term is defined by the rules and regulations of the FCC. Licensee shall maintain a public inspection file at a publicly accessible location and shall, from time to time, place such documents in the file as may be required by present and future FCC rules and regulations.

(h) Station Identification. Licensee shall insure that all required Station Identification announcements are broadcast as required by FCC rules and regulations.

(i) Emergency Broadcasting. Licensee shall maintain appropriate EAS, or any successor system's receiver, tone generators, and such other equipment as may be required to conform to FCC rules and regulations.

(j) No Encumbrances. Throughout the Term, there shall be no liens, encumbrances, foreclosures, contractual defaults or outstanding balances of any kind or nature whatsoever which would impede or prevent full and complete access to and use of the facilities of the Stations for the transmission of Programmer's material, and the full performance by Licensee and by Programmer of their obligations under this Agreement.

(k) Music Licenses. Licensee maintains, and shall continue to make every effort to maintain, blanket licenses with the principal music licensing agencies, including, without limitation, ASCAP and BMI.

(l) No Taxes. As of the date hereof, to the best of Licensee's knowledge (after due investigation), there are no outstanding balances due to tax authorities for employment, personal or real property, income or other taxes or fees of any nature whatsoever and Licensee has received no notice thereof.

(m) Prompt Payment of Expenses. Licensee shall promptly pay when due any and all expenses or obligations of any kind and nature relating to the operation of the Station, except those for which Programmer is specifically responsible hereunder, and shall take all steps necessary to insure the continued uninterrupted use of Station equipment and facilities by Programmer.

9. Programmer's Representations, Warranties and Covenants. Programmer represents, warrants and covenants to Licensee that:

- (a) Qualification. Programmer is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Programmer.
- (b) FCC Compliance. All of the programming, advertising and promotional material Programmer broadcasts on the Station shall be in accordance with the rules, regulations and policies of the FCC and the Act and the reasonable standards established by Licensee. Programmer shall cooperate with Licensee so that Licensee may fulfill its FCC obligations.
- (c) Correspondence. Programmer shall promptly forward to Licensee any mail which it may receive from any agency of government or any correspondence from members of the public or other information it may receive relating to the Station or to any of Programmer's programming broadcast on the Station.

10. Right to Use Programs. The right to use Programmer's programs and to authorize their use in any manner and in any media whatsoever shall be, and remain, vested in Programmer.

11. Indemnification.

- (a) By Programmer. Programmer shall indemnify and hold Licensee harmless from and against any and all claims, losses, costs, liabilities, damages and expenses of every kind, nature and description arising out of or resulting from Programmer's broadcasts pursuant to this Agreement or its other acts or omissions with respect to the Station, including material breach of this Agreement.
- (b) By Licensee. Licensee shall indemnify and hold Programmer harmless from and against any and all claims, losses, costs, liabilities, damages and expenses of every kind, nature and description arising out of or resulting from programming originated by Licensee or by any material breach of this Agreement by Licensee.
- (c) Notice. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this Section 12 unless such claim for indemnification is asserted in writing delivered to the other party, and, where such claim, loss, cost, liability, damage or defense involves a legal action, the party against whom indemnification is sought has been given written notice sufficiently in advance to permit such party to defend, contest, or compromise such action at its own cost and risk.
- (d) Survival. The obligation of Programmer and Licensee to indemnify and hold each other harmless as set forth in this Agreement shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations as to the parties hereto and to claims of third parties.

12. Termination.

- (a) Grounds. This Agreement may be terminated as set forth below by either Licensee or Programmer by written notice to the other, if the party seeking to terminate is not then in material default or breach of this Agreement, upon the occurrence of any of the following:
- (i) This Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;
- (ii) The other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days of written notice from the non-breaching party;
- (iii) The mutual consent of both parties;
- (v) The other party shall make a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which if filed against such party, has not been dismissed within sixty (60) days thereof; or
- (vi) There has been a change in FCC rules, policies or case law precedent that would cause this Agreement or any provision thereof to be in violation thereof and such change is not the subject of an appeal or further administrative review.

(b) Effect of Termination. Upon termination of this Agreement according to the provisions of this Section 12, the consideration provided for hereunder shall be prorated to the effective termination date of this Agreement. Licensee shall cooperate reasonably with the Programmer to the extent permitted to enable Programmer to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such programming that which otherwise would have been paid to Programmer hereunder.

13. No Release of Liability Through Termination. No termination pursuant to Section 12 shall relieve any party of liability it would otherwise incur for breach of this Agreement.

14. Notices. All necessary notices, demands and requests permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Programmer:

Tyler Broadcasting Corporation
5101 S. Shields Blvd.
Oklahoma City, OK 73170

If to Licensee:

Tyler Media LLC
5101 S. Shields Blvd.
Oklahoma City, OK 73129

15. Modification And Waiver. No modification of any provision of this Agreement shall in any event be effective unless the same shall be in writing and then such modification shall be effective only in the specific instance and for the purpose for which given.

16. Construction. This Agreement shall be construed in accordance with the internal laws of the State of Texas. The obligations of the parties hereto are subject to all federal, state and local laws and regulations now or hereafter in force and the rules, regulations and policies of the FCC and all other government entities or authorities presently or hereafter to be constituted.

17. Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

18. Counterpart Signature. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart.

19. Entire Agreement. This Agreement supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

20. No Partnership Or Joint Venture Created. Nothing in this Agreement shall be construed to make Licensee and Programmer partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.

21. Assignment. Neither Programmer nor Licensee may assign this Agreement without the prior written approval of the other party. Notwithstanding the foregoing Programmer may assign this agreement, without approval or consent of Licensee, to an entity controlled by Programmer upon ten (10) day written notice to Licensee.

22. Certifications.

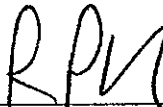
(a) Licensee's Certification. Licensee hereby certifies that it maintains ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel and programming.

(b) Programmer's Certification. Programmer hereby certifies that it complies with the provisions of paragraph (a)(1) of Section 73.3555 of the FCC's rules under this Agreement.


23. Trademarks. Licensee hereby grants Programmer an unlimited license to use any and all call signs, trademarks, service marks, patents, trade names, jingles, slogans, logotypes and other intangible rights owned and used or held for use by Licensee in conjunction with the Station.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

PROGRAMMER:

By: 
Chief Financial Officer
Robert P. DeNegri

LICENSEE:

By: 
Ty Tyler
Member/Operating Manager

SCHEDULE A

During the Term of this Agreement, Programmer shall pay to Licensee, as consideration for the air time made available pursuant to the Agreement, a monthly fee equal to:

The larger of [REDACTED]. This monthly rent amount can be changed at any time with the mutual consent of both parties. In addition, Programmer shall pay Licensee certain Reimbursable Operating Expenses, which shall include the following expenses:

1. Transmission system operations, maintenance, repairs and replacements;
2. Transmitter site and tower rent and associated utilities;
3. Contract engineering services, if utilized;
4. Studio rent and studio utilities, including the Station's telephone service;
5. The salaries, commissions, payroll taxes, insurance and related costs for all personnel employed by Licensee in FCC-required management, reception and engineering functions at the Station;
6. Music licensing fees applicable to the Programs and all ASCAP, BMI, and SESAC fees attributable to any Licensee-produced programming;
7. Real estate and personal property taxes;
8. Insurance premiums for (a) property and casualty insurance for the tower and the Stations' transmitting equipment) and (b) general liability insurance.
9. Incidental office expenses such as postage, overnight express, etc.
10. Costs and expenses (including legal costs and filing fees) incurred in connection with the Station's compliance with FCC rules and regulations, and including a prorated share of FCC annual regulatory fees.
11. All other expenses relating to the operation of the Station, not specifically cited herein.

Licensee shall invoice Programmer monthly in arrears for such expenses and payment shall be due to Licensee within ten (10) days after receipt of such invoice. Upon mutual Agreement between Licensee and Programmer, reimbursable expense can be paid directly by the Programmer.

Licensee shall, while this Agreement is in effect, keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records pertaining to the Reimbursable Operating Expenses.