

LIMITED LOCAL MARKETING AGREEMENT

This LIMITED LOCAL MARKETING AGREEMENT is entered into as of November 15, 2017 (this "Agreement"), by and between WTVQ-TV, LLC ("Programmer") and Hour of Harvest, Inc. ("Licensee").

RECITALS

WHEREAS, Licensee is the FCC licensee of television station WLJC(TV), Beattyville, Kentucky (FCC Facility Id. No. 27695) ("WLJC" or the "Station");

WHEREAS, Programmer is the owner, operator, and FCC licensee of television station WTVQ-DT, Lexington, Kentucky (Facility ID 51597) ("WTVQ");

WHEREAS, Licensee and Programmer are parties to that certain Shared Services Agreement dated the date hereof (the "SSA") whereby Programmer has agreed to provide certain operational services and support to Licensee pursuant to the terms thereof;

WHEREAS, Licensee and Programmer are parties to that certain Advertising Referral Agreement dated the date hereof (the "ARA") whereby Programmer and Licensee have agreed that Programmer shall refer sales of advertising on the Station to Licensee; and

WHEREAS, Programmer desires to purchase time on the Station for the broadcast of news and other programming on the Station and for the sale of advertising time on the Station, all as described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

ARTICLE I

SALE OF PROGRAMMING AND ADVERTISING TIME

1.1 *Non-Attributable Right to Use WTVQ Programming and Advertising Time.* Subject to the provisions of this Agreement, the Communications Act of 1934, as amended (the "Communications Act"), and the rules and published policies of the FCC ("FCC Rules"), and subject to Licensee's ultimate control, authority, and power, commencing on the Commencement Date, Licensee agrees to make the Station's broadcasting time available to Programmer during the Term such that Programmer has the right to: (a) not to exceed FCC Rule-compliant fifteen percent (15%) per week of all programming time as mutually agreed upon by both parties for the broadcast of Programmer's programming (collectively, the "WTVQ Programming") and (b) not to exceed FCC Rule-compliant fifteen percent (15%) per week of all advertising time as mutually agreed upon by both parties for the broadcast of Programmer's advertising (the "WTVQ Advertising"). Notwithstanding the foregoing, Programmer and Licensee may agree to allocate a portion of the WTVQ Programming and/or WTVQ Advertising time back to Licensee. The WTVQ Programming and WTVQ Advertising shall be broadcast on the Station as described more particularly in Schedule 1.1 hereto.

1.2 *Station Sales.*

(a) Licensee shall retain ultimate authority with respect to and for marketing and selling the advertising inventory not sold by Programmer.

(b) Subject to the ultimate control of Licensee, the rates charged for the WTVQ Advertisements shall be set in Programmer's discretion at commercially reasonable rates considering market conditions and the audience ratings for the Station, *provided* that Programmer shall comply with all political advertising lowest unit rate requirements.

1.3 *Rights in WTVQ Programming and WTVQ Advertising.* All right, title, and interest in and to the WTVQ Programming and WTVQ Advertising, and the right to authorize the use of the WTVQ Programming and WTVQ Advertising in any manner and in any media whatsoever, shall be and remain vested at all times solely in Programmer.

1.4 *Consideration.* As consideration for the air time made available hereunder during the Term, Licensee shall be entitled to the fee set forth in Schedule 1.4 hereto (the "LLMA Fee").

1.5 *Non-Attribution.* It is the intention of Programmer and Licensee that the WTVQ Programming and WTVQ Advertisements to be provided by Programmer hereunder are to be of a quality and amount that render station WLJC non-attributable (within the meaning of the FCC Rules) to Programmer and station WTVQ non-attributable (within the meaning of the FCC Rules) to Licensee.

1.6 *Term.* This Agreement shall be effective commencing on and as of the date hereof (the "Commencement Date") and shall continue until the earlier of termination in accordance with Section 5.1(a) or the expiration or termination of the SSA (the "Term").

ARTICLE II
OPERATING STANDARDS AND PRACTICES

2.1 *Compliance with Law; Certifications.* At all times during the term of this Agreement, Programmer and Licensee shall comply in all material respects with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the FCC Rules. Licensee certifies that Licensee maintains ultimate control over the Station's facilities, including, specifically, control over the Station's finances, personnel, and programming, and Programmer certifies that this Agreement complies with the provisions of Sections 73.3555 of the FCC Rules. Notwithstanding any provision of this Agreement to the contrary, Licensee shall retain full authority and power with respect to the operation of the Station during the Term and may take any and all steps necessary to faithfully and continuously do so throughout the Term. The parties agree and acknowledge that Licensee's continued control of the Station is an essential element of the continuing validity and legality of this Agreement. Licensee shall retain full authority and control over the policies, programming, and operations of the Station, including, without limitation, the decision whether to preempt programming in accordance with Section 2.5 hereof. Licensee shall have full responsibility to effectuate compliance with the Communications Act and the FCC Rules, regulations, and policies. Licensee shall be responsible for maintaining the Station's public

inspection file, and Programmer shall reasonably cooperate with Licensee to provide information, records, and data reasonably requested by Licensee for such purpose.

2.2 Compliance with Program Policies. All WTVQ Programming and WTVQ Advertising delivered by Programmer and all programming supplied by Licensee during the term of this Agreement shall be in accordance with Licensee's programming policies set forth on Schedule 2.2 ("Program Policies"). Licensee reserves the right to refuse to broadcast any WTVQ Programming or WTVQ Advertising containing matter that Licensee reasonably believes is not in the public interest or that may violate the right of any third party, or that Licensee reasonably determines is, or in the reasonable opinion of Licensee may be deemed to be, indecent (and not broadcast during the safe harbor for indecent programming established by the FCC) or obscene by the FCC or any court or other regulatory body with authority over Licensee or the Station. If Programmer does not adhere to the Program Policies or the FCC Rules, Licensee, upon written notice to Programmer, may suspend or cancel any specific program not so in compliance. Licensee, in good faith, shall not apply the rights and restrictions afforded Licensee by this Section for Licensee's commercial or economic advantage.

2.3 Political Broadcasts. Programmer shall maintain and deliver, and promptly provide, to Licensee all material required by the FCC Rules to be placed in the Station's public inspection file pertaining to the broadcast of political programming and advertisements and to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in keeping with Sections 73.1943 and 73.3526 of the FCC Rules. Programmer shall consult and cooperate with Licensee and adhere to all applicable FCC Rules with respect to the broadcast of political advertisements and programming and the charges permitted therefor.

2.4 Handling of Communications. Programmer and Licensee shall cooperate in promptly responding to all mail, email, facsimiles, telephone calls, or any public or FCC complaint or inquiry directed to the Station in connection with the WTVQ Programming and WTVQ Advertising provided by Programmer or any other matter relevant to its responsibilities hereunder. Notwithstanding the foregoing, Licensee shall handle all matters or inquiries relating to FCC complaints and any other matters required to be handled by Licensee under the FCC Rules.

2.5 Preemption. Licensee may, in its reasonable discretion, from time to time, preempt portions of the WTVQ Programming or WTVQ Advertising to broadcast emergency information or programs it deems would better serve the public interest and may refuse to broadcast any program or announcement of Programmer should Licensee reasonably deem such program or announcement to be contrary to the public interest as set forth in Section 2.2. Programmer shall be notified reasonably in advance of any such preemption unless such advance notice is impossible or impractical, in which case Licensee shall notify Programmer promptly upon making such determination. Licensee agrees that preemption shall occur only to the extent that Licensee reasonably deems necessary to carry out its obligations as an FCC licensee and not for commercial or economic advantage.

2.6 Payola and Plugola. Programmer agrees to comply with all applicable laws and FCC Rules with respect to payola, sponsorship identification, and plugola.

2.7 ***Nondiscrimination Policy.*** Programmer agrees that it will not discriminate in advertising contracts on the basis of race or ethnicity and shall comply with the FCC Rules with respect to nondiscrimination in the sale of advertising, including the placement of statements on contracts/agreements as required by the FCC Rules.

2.8 ***Non-Exclusive License of Intellectual Property.*** Effective as of the Commencement Date and during the Term, Licensee licenses to Programmer the non-exclusive right to use the intellectual property owned by or licensed to Licensee and used for the Station (including, but not limited to, call signs and goodwill) for Programmer's use in connection with the WTVQ Programming and the WTVQ Advertisements (the "*IP License*"). Nothing in this Section 2.8 is intended to limit Programmer's rights as set forth in Section 1.3 above.

ARTICLE III RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

3.1 ***Programmer's Employees.*** Programmer shall employ and pay salaries, taxes, insurance, and all other costs related to all personnel used by Programmer in connection with the WTVQ Programming and WTVQ Advertisements (the "*Programmer's Employees*"). Subject to the SSA, Licensee shall have no authority over and shall not supervise Programmer's Employees.

3.2 ***Licensee's Employees.*** Subject to the SSA, Licensee shall employ and pay salaries, taxes, insurance, and all other costs related to all personnel necessary to (i) fulfill its obligations as the FCC licensee, and (ii) perform its obligations under this Agreement, SSA, and ARA (the "*Licensee's Employees*"). Subject to the SSA, Programmer shall have no authority over and shall not supervise Licensee's Employees.

3.3 ***Programmer's Expenses.*** Programmer shall pay for all costs associated with the production, development, promotion, and delivery of the WTVQ Programming and WTVQ Advertising, including, but not limited to (i) any expenses incurred in connection with Programmer's sale of advertising time hereunder, and (ii) the salaries, taxes, insurance, and related costs for all of Programmer's Employees; *provided, however*, that all such expenses shall be deducted for determination of net revenues as set forth in Schedule 1.4.

3.4 ***Licensee's Expenses.*** Licensee shall pay for all costs associated with the production, development, promotion, and delivery of Licensee's programming and advertising on the Station, and other costs directly relating to the operation and/or maintenance of the Station as necessary for Licensee to maintain the licensed transmitting capability of the Station and to fulfill its obligations as an FCC licensee, including, but not limited to, (i) any expenses incurred in connection with Licensee's sale of advertising time hereunder (and including sales commissions owed under the ARA), (ii) the salaries, taxes, insurance, and related costs for all of Licensee's Employees, and (iii) all programming costs for programming other than the WTVQ Programming; *provided, however*, that Technical Expenses as defined in the ARA shall be deducted for determination of net revenues pursuant to the ARA.

ARTICLE IV
INDEMNIFICATION; LIMITATION ON LIABILITY

4.1 *Indemnification.*

(a) Each party (the "*Indemnifying Party*") shall indemnify, defend and hold harmless the other party, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, members, managers, employees and agents, from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from any third-party claim as a result of (i) any negligent or more culpable act or omission of the Indemnifying Party in connection with the performance of its obligations under this Agreement; or (ii) any breach of this Agreement by the Indemnifying Party.

(b) Programmer will indemnify and hold Licensee and Licensee's employees, agents and contractors harmless from and against all liability, claims, damages and causes of action, including but not limited to reasonable attorney's fees ("Losses") arising out of or resulting from acts or omissions of Programmer involving: (i) libel and slander with respect to the WTVQ Programming and WTVQ Advertising; (ii) infringement of trademarks, service marks or trade names with respect to the WTVQ Programming and WTVQ Advertising; (iii) violations of law, rules, regulations, or orders (including the FCC Rules and policies) with respect to this Agreement; (iv) invasion of rights of privacy or infringement of copyrights or other proprietary rights with respect to the WTVQ Programming and WTVQ Advertising; (v) actions of Programmer and its employees, agents or representatives under this Agreement; or (vi) breaches of this Agreement. Programmer's obligation to indemnify and hold Licensee and Licensee employees, agents and contractors harmless against the Losses specified above shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.

4.2 *Limitation on Liability.*

(a) EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.2(c), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.2(c), IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LICENSEE PURSUANT TO THIS AGREEMENT.

(c) The exclusions and limitations in Section 4.2(a) and Section 4.2(b) shall not apply to (i) a party's indemnification obligations under Section 4.1 (Indemnification); (ii) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or

intentional acts; and (iii) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions.

ARTICLE V
MISCELLANEOUS

5.1 *Incorporation of SSA Provisions.* The following provisions of the SSA are hereby incorporated by reference:

- (a) Section 6 (Termination)
- (b) Section 7 (Force Majeure)
- (c) Section 8 (Severability)
- (d) Section 9 (Notices)
- (e) Section 10 (No Partnership or Joint Venture)
- (f) Section 11 (Assignment; No Third Party Beneficiaries)
- (g) Section 12 (Representations and Warranties)
- (h) Section 13 (Entire Agreement)
- (i) Section 14 (Counterparts)
- (j) Section 15 (Governing Law)
- (k) Section 16 (Consent to Jurisdiction and Service of Process)
- (l) Section 17 (Further Action)

For the avoidance of doubt, references to "Licensee" in the above-referenced sections of the SSA shall be references to Licensee for purposes of this Section 5.1, and references to "Company" in the above-referenced sections of the SSA shall be references to Programmer for purposes of this Section 5.1. References to "this Agreement" in the above-referenced sections of the SSA shall be references to this Limited Local Marketing Agreement for purposes of this Section 5.1.

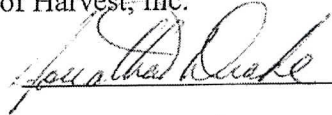
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Limited Local Marketing Agreement on the date first written above.

LICENSEE:

Hour of Harvest, Inc.

By:



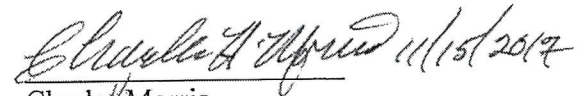
JONATHAN DRAKE G. M/V.P.

11/10/2017

PROGRAMMER:

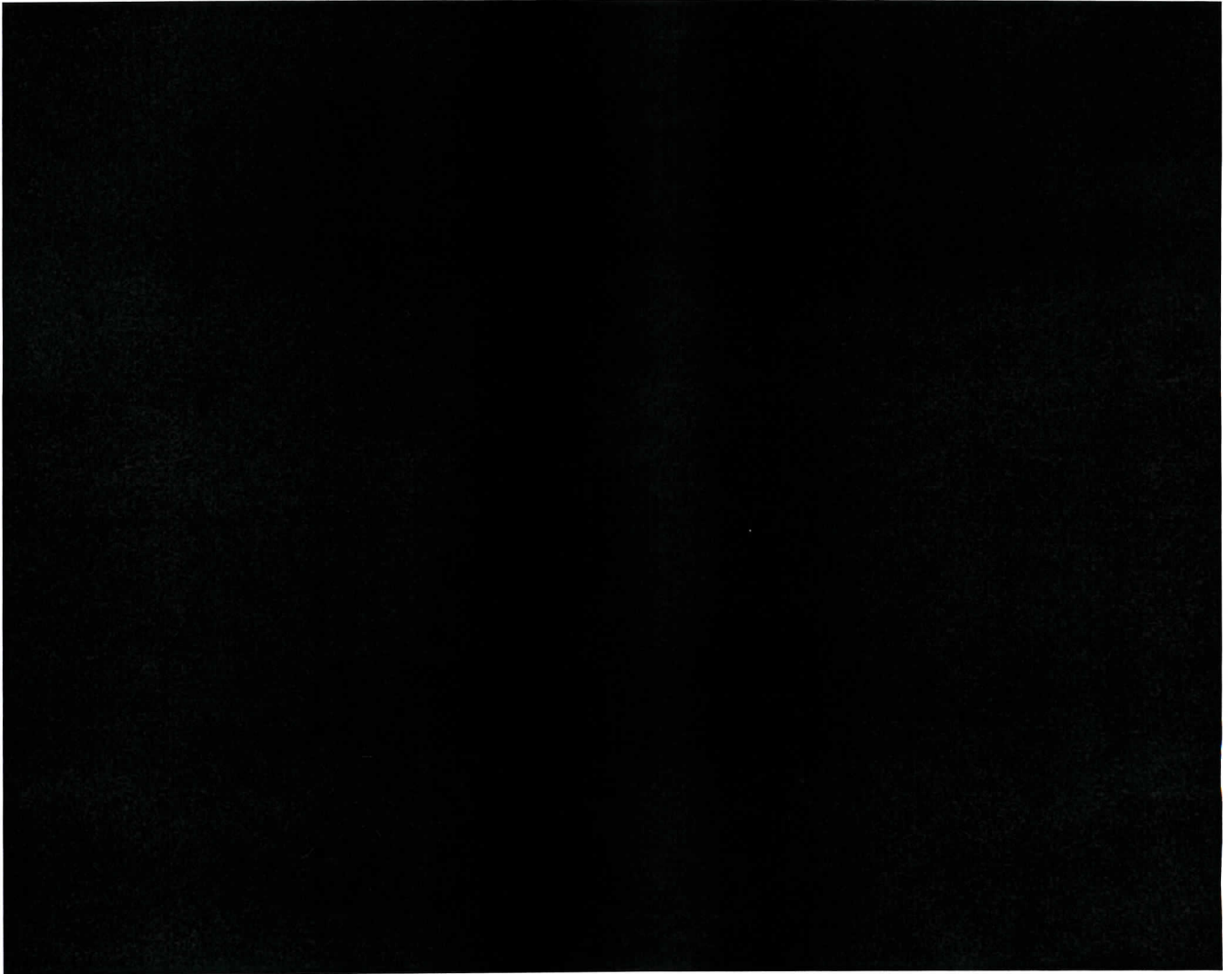
WTVQ-TV, LLC

By:



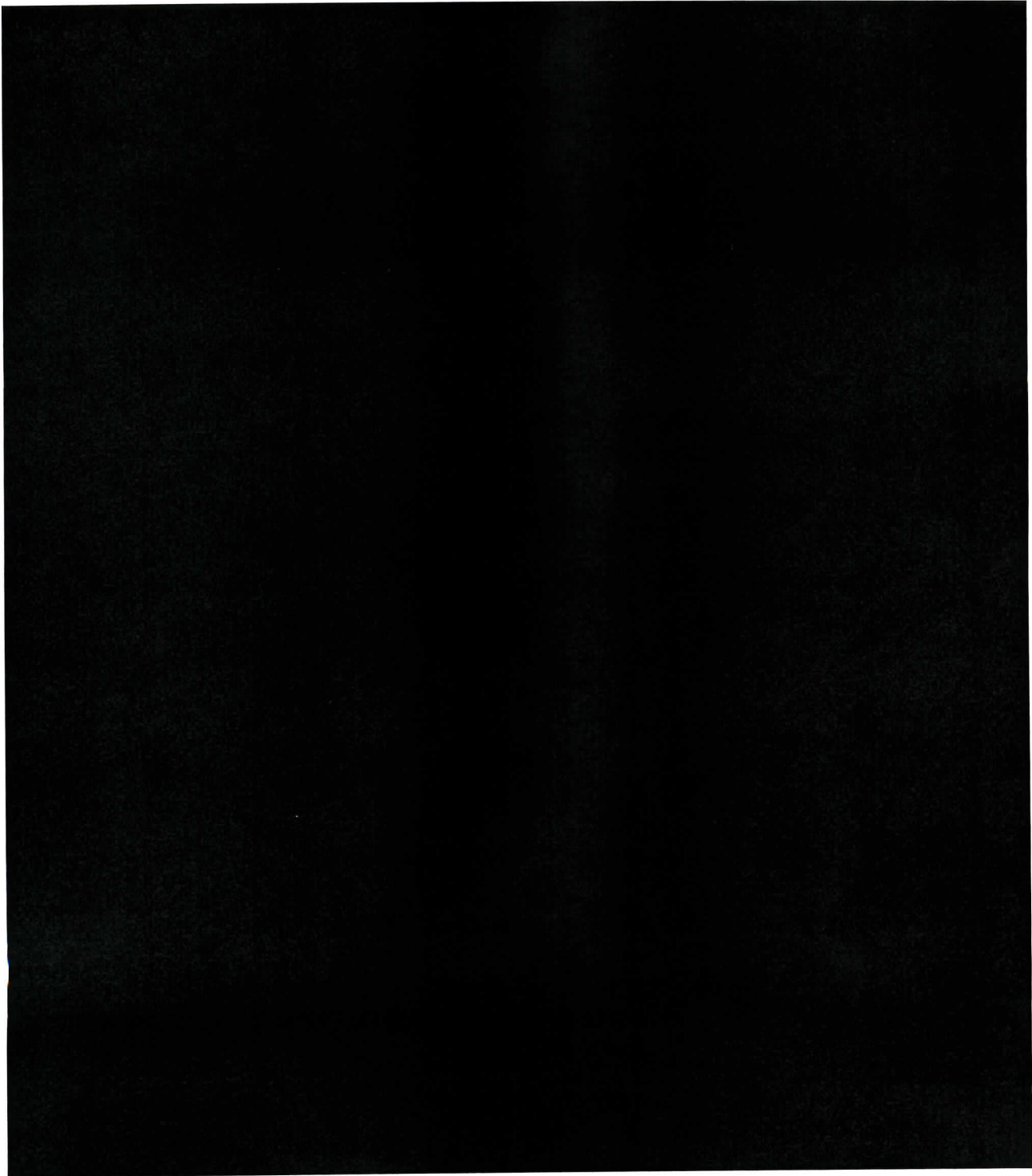
Charles Morris
President and CEO

SCHEDULE 1.1
PROGRAMMING



SCHEDULE 1.4

LLMA FEE



SCHEDULE 2.2

PROGRAM POLICIES





