

CBS NEWS RADIO AFFILIATION AGREEMENT

This CBS NEWS RADIO AFFILIATION AGREEMENT, dated as of September 7, 2017 (this "Agreement") is by and between CBS News Radio, A Unit of CBS News, A Division of CBS Broadcasting Inc. ("CBS"), with an address at 524 West 57th Street, New York, NY 10019, and Hilltop Communications LLC ("Broadcaster"), with an address at 101 WTR Ln, Westminster, MD 21158, as owner and operator of radio station WTR-AM 1470 and translator W272CX ("Station") which are licensed in Westminster.

1. License.

(a) Subject to the terms and provisions of this Agreement, during the Term (as defined below), CBS hereby grants to Broadcaster, and Broadcaster hereby accepts, a non-assignable, non-transferable, license and right to broadcast the CBS News Radio programming, which includes such programming set forth on Exhibit A under "Included Programs" ("CBS News Radio"), and those "Additional Programs" (if any) set forth on Exhibit A (collectively with CBS News Radio, the "Programs"), and to publicly perform the copyrights and use trademarks contained therein, in Station's Primary Market Area (as defined below) which require the broadcast of additional CBS Commercials via terrestrial AM/FM radio and digital audio stream as set forth in Section 4 below. During the Term, Broadcaster shall broadcast the Programs on Station live, in their committed entirety, without deletions or alterations including all commercial inventory embedded in the Programs precisely as set forth in Exhibit B ("CBS Commercials"), or as modified in accordance with a log or schedule provided by CBS via the Internet. Except for Programs that CBS provides to Station with the express directive that such are being pre-fed to Station for later broadcast, Broadcaster shall not cause or permit any reproduction, duplication, recording, rebroadcasting or any other copying of any portion of the Programs, nor may Broadcaster create derivative works based on the Programs or make any other use of the Programs except as otherwise expressly provided in this Agreement. Broadcaster shall not alter or remove any copyright management information from the Programs.

For the purposes of this Agreement, Station's "Primary Market Area" shall be deemed to be the lesser of (i) Station's 1 mv contour, if Station is an FM station; (ii) Station's 2 mv contour, if Station is an AM station; or (iii) a 35 mile radius from the Station's transmitter. Station acknowledges that CBS shall have the right to provide the Program(s) to any stations whose transmitters are located outside Station's Primary Market Area and to any non-English language radio station regardless of location. CBS will also have the right to provide programming and format services other than the Program(s) to other stations both within and outside of Station's Primary Market Area, even if these other programming formats include music and features similar to those provided as part of the Program(s) herein. Notwithstanding anything to the contrary contained in this Agreement, CBS shall also have the right to share branded and unbranded content, which may include portions of one or more Programs, to BBC News ("BBC") pursuant to an existing arrangement between CBS and BBC, and Broadcaster hereby acknowledges that BBC may incorporate such content into materials it provides to distributors in the United States. Station further acknowledges and agrees that CBS shall have the right to provide any Programs identified by CBS as "Feature Programs" on Exhibit A, as may be amended from time to time, to other stations located within and outside of Station's Primary Market area. Station represents and warrants that, as requested by CBS, it shall provide CBS with an accurate copy of, and/or accurate instructions on how to access, the coverage map(s) defining Station's 1 mv, 2 mv contour and/or nighttime interference-free contour, as applicable.

(b) Broadcaster shall be solely responsible for the construction, operation and maintenance of all technical and other facilities necessary or appropriate to receive and broadcast the Programs and CBS Commercials covered by this Agreement. CBS will arrange to have the Programs available to Broadcaster by satellite, file transfer protocol or other means designated by CBS. Broadcaster

represents and warrants that it possesses equipment necessary to receive the Programs by satellite from CBS. If Broadcaster requires a receiver for such purpose, at CBS's discretion, it shall provide a receiver to Broadcaster for such purpose, which receiver shall be returned by Broadcaster, at Broadcaster's expense, upon CBS's request. Broadcaster shall reimburse CBS for the cost of repairing or replacing any receiver provided by CBS and damaged during the Term. Broadcaster represents and warrants that it will use any receiver provided by CBS solely for receiving the Programs pursuant to this Agreement, and shall not use such receiver to receive programs or content from any other provider.

(c) Broadcaster shall not transmit the Programs by a translator, booster or synchronous transmitter station without CBS's prior written approval. None of the Programs may be used by Broadcaster on any other station, including other stations owned or programmed by Broadcaster, unless a separate affiliation agreement is entered into for such station.

(d) Broadcaster agrees not to authorize, cause, permit or enable anything to be done (including, but not limited to, cablecasting, and distribution or transmission over the Internet) whereby the Program(s) may be used for any purpose other than free over-the-air radio broadcasting by Station in its Primary Market Area, which broadcast is intended for reception by the general public in places to which no admission is charged, provided, however, that solely in accordance with the terms and conditions of the attached Internet Addendum, Broadcaster may stream a live simulcast stream of the Programs, but there shall be no exclusivity with respect to such Internet distribution. Under no circumstances may the Program(s) be excerpted for distribution, retransmission, caching, downloading or otherwise archived or offered as a product separate from Broadcaster's initial, live broadcast of the Program(s). In addition, Broadcaster may not specifically market, promote, or otherwise advertise the Program(s) separate from Broadcaster's broadcast content. Moreover, Broadcaster may not permit indexing of its content for digital access by third parties so that the Program(s) can be played or replayed on demand. Broadcaster further agrees not to authorize, cause, permit, or enable anything to be done whereby the Program(s) is/are rebroadcast over a translator outside the community to which Station is licensed, even if such translator was carrying Station's signal prior to the commencement of this Agreement.

2. Consideration / Make Goods / Preemption.

(a) In exchange for CBS furnishing the Program(s) to Station, Broadcaster agrees to cause station to broadcast all Programs and CBS Commercials which are fed to Station by CBS or CBS's designee in their entirety, without alteration. Such Programs shall be broadcast in accordance with Exhibit A, and such CBS Commercials shall be broadcast in accordance with Exhibit B. Broadcaster understands and agrees to schedule and broadcast ONLY the CBS Commercials that are provided by CBS, or its designee, regardless of whether identical commercial copy is on hand and/or is provided by another source be it a radio network and/or local advertiser.

(b) Broadcaster may preempt any Program and/or CBS Commercial on an occasional, non-regular basis, upon advance written notice to CBS: (i) in the event of a direct conflict with any programming which Broadcaster and/or Station deems to be of special national, state and/or local significance and/or importance to the public interest; and/or (ii) if any such commercial: (a) violates applicable law, rule or regulation, including any applicable Federal Communications Commission ("FCC") rule or policy or (b) violates any of Broadcaster's and/or Station's standard rules, policies or commercial standards of which it has notified CBS and as universally applied by Broadcaster and/or Station to all advertisers.

(c) If Broadcaster is unable for any reason to broadcast any Program and/or CBS Commercial (including, without limitation, pursuant to Section 2(b) above), it shall cause Station to notify CBS thereof and provide a "make good" of all CBS Commercials which Broadcaster fails to broadcast.

Each "make good" shall be provided on a one for one basis, within seven (7) days of, and within the same or a better daypart as, the originally scheduled CBS Commercial, and during the original advertising flight. If the "make good" is not broadcast in accordance with these terms, Broadcaster shall pay CBS liquidated damages in an amount equal to the value of the commercial time which Broadcaster fails to broadcast, which shall be calculated in accordance with Section 6(g). Notwithstanding the foregoing, neither party shall be liable hereunder if performance by such party shall be prevented, interfered with or omitted because of an act of God, war, failure of facilities, strike, government or court action, or similar reason beyond Station's reasonable control.

(d) If CBS fails to make timely delivery of any Program for any reason beyond its control, such failure shall not be deemed a breach or violation of the terms of this Agreement provided that Broadcaster shall not be obligated to broadcast the applicable CBS Commercials during such periods. Further, CBS shall have the right at any time, and in its sole discretion, to instruct Broadcaster not to broadcast any Program, and Broadcaster and Station shall immediately comply with such instructions provided that Broadcaster shall not be obligated to broadcast the applicable CBS Commercials.

3. Performance Rights Licenses; IP Rights. Broadcaster represents and warrants that it shall acquire and maintain for Station all FCC licenses and, apart from the specific intellectual property licenses granted by Broadcaster as provided in this Agreement, any other and intellectual property licenses necessary for Station to lawfully broadcast the Programs and CBS Commercials supplied by CBS and to publicly perform any copyrighted work embodied in the Programs and CBS Commercials, including, but not limited to, performing rights licenses, including, without limitation, ASCAP, BMI, and SESAC. Broadcaster acknowledges that the Programs are a collective work of which CBS is the author and owner and in which the copyright shall inure solely to CBS without Broadcaster acquiring any rights therein. As between CBS and Broadcaster, CBS shall retain and own all right, title and interest in and to the Programs, including, without limitation, any copyright in the Programs, including as a compilation separate from any copyrights in any pre-existing material embodied in the Programs, and including all service marks, trademarks and other proprietary rights contained in the Programs, subject only to Broadcaster's license to broadcast the Programs as provided in this Agreement. Broadcaster will not harm or denigrate the Programs or the copyrights service marks, trademarks and other proprietary rights contained therein and will report any infringements to CBS and take all actions requested by CBS to protect and preserve CBS's copyright in the Programs and CBS's service marks, trademarks and other proprietary rights contained in the Programs.

4. Internet Streaming. Broadcaster shall have the non-exclusive right to stream the Programs on the Internet only by live simulcast, free to users without subscription, on Station's primary website, subject to the terms and conditions of this Agreement and conditioned on Broadcaster's compliance with all applicable laws. Broadcaster and Station shall be responsible for all licenses, consents (other than the consent of CBS), clearances, costs, fees and expenses, including public performance licenses, required in connection with the transmission of the Programs and/or CBS Commercials (the latter solely in the event CBS requests that Broadcaster/Station stream substitute CBS Commercials as described below) via the Internet. If Station streams any of the Programs via the Internet, Broadcaster will, and/or will cause Station to, cover and preempt any CBS Commercials on such Internet stream. Notwithstanding the foregoing, if CBS has the right to provide Broadcaster with means that will allow CBS to deliver substitute CBS Commercials to Station to stream on the Internet (or if Broadcaster otherwise has or obtains such means), upon CBS's written request, Broadcaster shall stream such substitute CBS Commercials on the Internet, and comply with any and all obligations necessary to stream the CBS Commercials including, without limitation, making royalty payments to SoundExchange to the extent applicable.

5. Affidavits. Broadcaster will furnish to CBS specific, complete, accurate and fully-executed affidavits on forms provided by CBS ("Affidavits") setting forth proof of broadcasting and/or

Internet streaming of the Programs and CBS Commercials within ten (10) days after each standard broadcast week. Affidavits are to be submitted by Broadcaster electronically via the Internet to CBS or any servicer or vendor appointed by CBS in its sole discretion, on forms provided by CBS or such vendor or servicer via the Internet.

6. Term and Termination.

(a) The twenty-four (24) month term of this Agreement shall commence on January 1, 2018 and end on December 31, 2019 (the "Initial Term"). This Agreement shall automatically renew for 12-month periods (each, a "Renewal Term" and, collectively with the Initial Term, the "Term") unless and until either party shall give notice to the other party not fewer than ninety (90) days prior to the end of the Term that it elects not to renew this Agreement; During the Renewal Terms, if any, the terms and conditions of this Agreement shall continue to apply.

(b) CBS shall have the right to terminate this Agreement immediately and without further notice to Broadcaster if Broadcaster breaches any term or condition of this Agreement, and CBS shall have no further obligation to Broadcaster hereunder.

(c) CBS shall also have the right to terminate this Agreement or suspend Broadcaster's right to broadcast, in CBS's sole discretion, upon not less than ten (10) days prior written notice and Broadcaster's failure to cure within such notice period, upon the occurrence of the following:

i. Broadcaster's failure to make any payment when due; or Broadcaster's failure to broadcast any Programs or CBS Commercials (other than as expressly permitted herein); provided that, Broadcaster's failure to perform pursuant to this Subsection 6(c)(i) is not due to causes beyond its control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes;

ii. Broadcaster's change to, or filing of an application to change, Station's transmitter location, power, frequency, direction or configuration of its antenna thereby affecting its signal contour or hours of operation; provided that in any such event, Broadcaster agrees to notify CBS in writing within the earlier to occur of (i) five (5) business days of any such application for such change and (ii) thirty (30) days prior to the effective date of such change;

iii. Station's transfer of the Program to an alternative HD channel or movement of the Program to any standard or HD channel other than that described in the above Preamble;

iv. loss or abandonment of Station's license or commencement or termination of an approved local marketing arrangement at Station; or

(d) cessation of operations by Broadcaster over Station facilities for more than twenty-four (24) hours for any reason, or failure to maintain the equipment necessary to receive the Program(s), provided that, such cessation is not due to causes beyond Broadcaster's control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes, and further provided that Broadcaster has resumed its normal broadcast operations within seven (7) days of the cessation of such operations.

(e) CBS may terminate this Agreement upon written notice effective immediately if:
(i) Broadcaster and/or Station files materially false, inaccurate or incomplete Affidavits; (ii) Station's City

of License is changed; (iii) Station's broadcast signal, or Station's coverage area, is materially altered. Additionally, if CBS, at any time, ceases to produce and/or distribute any Program set forth on Exhibit A, this Agreement will automatically expire solely with respect to such Program as of the date of such discontinuance. Further, CBS shall have the right to terminate this Agreement immediately, upon notice to Broadcaster, in the event it ceases to produce or provide all of the Programs set forth on Exhibit A for distribution via terrestrial free over-the-air radio.

(f) In the event of termination under this Section 6, the rights, duties and responsibilities of each party shall continue through the applicable notice period and until the effective date of any termination, including the obligation of Broadcaster to broadcast the Programs and CBS Commercials through the notice period until the effective date of termination in accordance with this Agreement, provided, however, that those obligations that expressly survive or by their nature are meant to survive the termination of this Agreement (including, without limitation, Sections 9, 10, 12 and, solely with respect to Sections 6(b) and (c) above, this Section 6(f)), shall remain in full force and effect. Further, in the event of termination under this Section 6 by either CBS or Broadcaster, upon the effective date of such termination, Broadcaster shall immediately cease all use of the Programs, the copyrights in the Programs and use of the service marks, trademarks and any other proprietary rights in the Programs and will refrain from using any trademarks that are confusingly similar to them.

(g) If CBS exercises its right to terminate under Sections 6(b) and (c), Broadcaster shall also become liable for payment of an amount equal to the value of the commercial time on Station which Broadcaster was obligated under this Agreement to provide for CBS's Commercials during the Term and which it both has not provided prior to termination and would have been required to provide during the remainder of the Term. Such value will be determined by CBS based on that month's prevailing cost per point (CPP) rate as determined by CBS multiplied by the Broadcaster's most recently reported monthly average quarter hour persons (AQH) multiplied by the inventory units Broadcaster failed to run.

7. Representations and Warranties. Each party hereto represents, warrants and covenants to the other as follows it has the full right and legal authority to enter into and perform this Agreement in accordance with the terms and conditions hereof and that it will comply with applicable law. CBS further represents and warrants that it owns or licenses the right to provide the Programs and CBS Commercials to Station as set forth herein, except with respect to public performance rights as set forth in Section 3.

8. Assignment. Broadcaster may not assign, transfer or delegate, directly or indirectly, in whole or in part, regardless of whether in connection with the assignment or transfer of control of Broadcaster or Broadcaster's License for Station, and regardless of whether by operation of law or otherwise, any of the rights, interests, or obligations created by this Agreement without CBS's prior written consent, except that Broadcaster may assign this Agreement in full, but not in part, to any corporate affiliate controlling, controlled by, or under common control with Broadcaster; provided, that in any such instance of assignment or transfer assignee must sign an assignment and assumption agreement in form acceptable to CBS. Broadcaster shall notify CBS no less than thirty (30) days prior to any anticipated assignment or transfer of this Agreement, and within five (5) days of the filing of any application with the FCC for an assignment of Broadcaster's license to operate the Station or transfer of control. Under all circumstances, Broadcaster shall remain liable for failure of Broadcaster's assignee/successor to assume any obligations hereunder and shall remain responsible for its obligations hereunder in such event. Broadcaster acknowledges and agrees that if CBS consents to an assignment of Broadcaster's license for Station or transfer of control of Broadcaster, a failure of Broadcaster to cause the transferee or assignee to assume and perform Broadcaster's obligations hereunder shall constitute a breach of this Agreement by Broadcaster as to which CBS shall be entitled to the remedies specified herein and otherwise available at law or in equity. In the event CBS refuses to consent to an assignment or transfer or if there is a change in the controlling interest of Broadcaster and/or Station, either party shall have the right to terminate this

Agreement, with prior written notice, upon the effective date of such assignment, transfer or change in controlling interest. Any purported assignment or delegation contrary to this section shall be deemed null and void *ab initio*.

9. Indemnification. Broadcaster will at all times indemnify and hold CBS and CBS's parent and affiliated companies, and their respective officers, directors, employees, agents and Broadcasters harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of (i) any breach or non-performance by Broadcaster and Station of its representations, warranties and duties under this Agreement and (ii) the broadcast or use of the Programs, CBS Commercials or other materials provided by and/or broadcast by Broadcaster/Station. CBS will at all times indemnify and hold Broadcaster/Station and Broadcaster's parent and affiliated companies and their respective officers, directors, employees, agents and Broadcasters harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of (i) any breach or non-performance by CBS of its duties under this Agreement or (ii) any infringement of copyrighted content within the Programs and CBS Commercials solely to the extent such Programs and CBS Commercials were exhibited in the precise form supplied by CBS, and were used in accordance with the terms of this Agreement, except for any claims arising out of Broadcaster's/Station's breach of its obligations hereunder, including, without limitation, its obligations under Section 3 above. The indemnitee in each instance will promptly notify the indemnitor in writing of any claim, demand, or action of which it becomes aware which may be covered by this indemnity (provided, however, that failure to provide such notice shall not relieve the indemnitor of its obligations under this Section, except to the extent indemnitor is actually prejudiced by such failure). The indemnitor will promptly assume the defense of such claim, demand or action at its expense; however, the indemnitee will not be precluded from continuing the defense of its own interests at its own expense. The indemnification provisions contained in this Paragraph shall survive any expiration or sooner termination of this Agreement.

10. Confidentiality. The terms of this Agreement, and any discussions related thereto, will not be disclosed by CBS or Broadcaster to any third party other than to any person or entity directly or indirectly controlling, or controlled by, or under common control with CBS or Broadcaster, as applicable, and any officers, directors, employees, accountants, attorneys, consultants, financial advisors and lenders of such person or entity or of CBS or Broadcaster, as applicable, and their existing and potential bona fide third-party financial investors or potential bona fide purchasers of Station or Broadcaster. Notwithstanding the foregoing, the following shall not constitute a violation of this provision:

(a) the filing of this Agreement with the FCC by Broadcaster in accordance with an express FCC requirement, provided that, unless otherwise expressly directed by the FCC, Broadcaster shall redact proprietary information and the material terms of this Agreement, including the Term of this Agreement and any specific amounts to be paid hereunder, including, without limitation, any amounts paid pursuant to Section 2(b) hereof.

(b) such disclosure as is, in the written opinion of outside counsel, required by law, including, without limitation, to the extent necessary to comply with (i) Securities and Exchange Commission, or similar disclosure requirements or (ii) the valid order of an administrative agency or a court of competent jurisdiction, provided that in the case of subparagraphs (i) and (ii) the disclosing party notifies the other party in writing as promptly as practicable of any such disclosure requirements, or any order, demand, motion, petition or application seeking such disclosure (and, in all cases, prior to making such disclosure) and, solely with respect to subparagraph (ii), the disclosing party contests such disclosure and seeks confidential treatment of such information to the extent that it is disclosed; and

(c) such disclosure as is necessary to enforce rights pursuant to this Agreement, provided that the disclosing party seeks confidential treatment of any information to be disclosed.

Any press release regarding the terms of this negotiation or this Agreement, shall be made jointly by the parties. Notwithstanding anything to the contrary in the foregoing, nothing herein shall be construed to prevent CBS, consistent with its duties and status as a publicly-traded company, from generically discussing, or making announcements concerning, its negotiations with Station licensees or Stations, including, without limitation, Broadcaster and/or Station.

11. Notices. All notices pursuant to this Agreement shall be sent prepaid by certified mail or by overnight courier service to the respective addresses of the parties as set forth on the first page of this Agreement, unless either party at any time or times designates another address for itself by notifying the other party thereof, in accordance herewith, in which case all notices to such party shall thereafter be given at such designated address. Notices shall be deemed given three (3) days after the date of mailing thereof if notice is given by mail or the next business day if notice is given by overnight courier.

12. Miscellaneous.

(a) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written agreements and all prior and contemporaneous oral understandings, if any, with respect to the subject matter hereof. This Agreement may not be modified, waived, renewed, or discharged, in whole or in part, except as provided herein, or by written agreement between the parties.

(b) The section headings included in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

(c) All rights and remedies in this Agreement shall be cumulative and none of them shall be in limitation of any other rights or remedies of either party.

(d) No waiver by either party hereto of any breach of this Agreement by the other shall be deemed to be construed as a waiver of any preceding or subsequent breach thereof or any rights or remedies hereunder.

(e) A judicial determination of the invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

(f) Broadcaster acknowledges that CBS may have no adequate remedy at law in the event of Broadcaster's breach of this Agreement. Broadcaster therefore agrees that CBS, at its option, shall be entitled to equitable relief, including, without limitation, an injunction and/or specific performance of this Agreement in the event of any breach or threatened breach of this Agreement.

(g) This Agreement shall be governed and construed in accordance with the substantive laws of the State of New York, without regard to conflict of laws rules thereof. The sole and exclusive venue of any suit or proceeding involving this Agreement shall be any federal, state or local court of competent jurisdiction located in New York, New York, and CBS, Broadcaster and Station agree to submit to the personal jurisdiction of such courts.

(h) Nothing contained in this Agreement shall create or be deemed to create any partnership, employer/employee relationship, association or joint venture, fiduciary or agency between the parties.

(i) This Agreement may be executed in counterparts, including via facsimile copy or e-mail, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and this Agreement shall be of no force and effect until it has been executed by all parties hereto.

(j) Broadcaster and Station will at all times immediately comply with any and all restrictions and/or instructions disclosed by CBS with respect to the CBS Commercials and Programs.

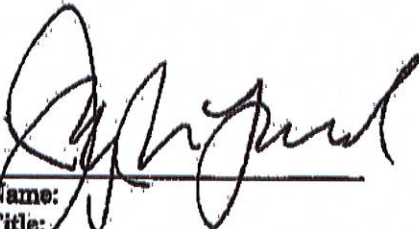
THIS AGREEMENT INCORPORATES THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON EXHIBITS A AND B AND THE INTERNET ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF (THE "ATTACHMENTS").

In the event of a conflict between the terms of this Agreement and the terms of any of the Attachments, the terms of the Attachment shall control, with respect to the subject matter thereof.

[Remainder of Page Intentionally Blank]

In WITNESS WHEREOF, this Agreement, which includes Exhibits A and B attached hereto, has been executed by the undersigned parties as of the date first written above.

HILLTOP COMMUNICATIONS LLC

By: 
Name: Jeffrey M. Lang
Title: Managing Member

MANAGING MEMBER
HILLTOP COMMUNICATIONS, LLC
GENERAL MANAGER
WTAH-TV / WTAH-FM

CBS NEWS RADIO,

A Unit of CBS News, A Division of CBS Broadcasting Inc.


By: 
Name: CHARLES PAVONIS
Title: SVP & CFO - CBS NEWS

EXHIBIT A¹

Programs

CBS has granted Broadcaster the non-assignable, non-transferrable right to broadcast the following CBS News Radio program service (defined under the Agreement as "Program(s)") over Station's broadcast radio facilities, in accordance with the terms and conditions of this Agreement. Broadcaster is required to broadcast ALL Weekly News On The Hour broadcasts in M-S 6:00AM-12:00AM local time.

Programs:

CBS News on the Hour 3 Minute Broadcasts	✓
CBS News on the Hour 6 Minute Broadcasts	
CBS News Updates	
Special Reports/Breaking News	
Wall-to-wall crisis coverage (when offered)	
Two-Way access	
Access to Newsfeed	
Web products and tools for affiliate websites	
Unanchored and anchored coverage of special events	
Feature Programs (as may be added to this Exhibit A by amendment to this Agreement)	

Feature Programs:

To be added, if any, by amendment to this Agreement.

Additional Programs:

	Minutes/Week	X
Weekend Roundup (Fridays 4:10 PM ET)	2	
Face The Nation (Sundays 12:30 PM ET)	1	
<i>Below by special arrangement with local Station</i>		
Evening News (M-F 6:30 PM ET)	5	
60 Minutes (Sundays 7 PM ET)	2	

¹ Exhibit for Standard Package.

EXHIBIT B

Commercial Inventory by Daypart

The CBS Commercial(s) that Broadcaster shall broadcast in accordance with the terms and conditions of the Agreement shall consist of 30-second commercial(s) to be broadcast by Station are noted below. CBS Commercial(s) **MUST** be broadcast on 100% fair and equal rotation. Such minutes may be modified by CBS as part of its customary practice upon written notice to Station via e-mail.

Weekly CBS Commercial Inventory Schedule	
All times local	
M-F	Scheduled Minutes
6am - 10am	20
10am - 3pm	25
3pm - 7pm	20
7pm - 12am	25
Sat-Sun	
6am - 12am	25
TOTALS	115

If Broadcaster has indicated on Exhibit A that it wishes to broadcast any Additional Programs, in addition to such commercial minutes set forth above, Station will broadcast each week of the Term such CBS Commercial minutes embedded in the Additional Programs as indicated on Exhibit A.

INTERNET ADDENDUM

This is an Internet Addendum ("Internet Addendum") to the CBS News Radio Affiliation Agreement by and between CBS News Radio, A Unit of CBS News, A Division of CBS Broadcasting Inc. ("CBS"), and Hilltop Communications LLC ("Broadcaster"), with an address at 101 WTTR Ln, Westminster, MD 21158, as owner and operator of radio station WTTR-AM 1470 and translator W272CX ("Station") which are licensed in Westminster dated September 7, 2017 (hereinafter, the "Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

WHEREAS, Broadcaster has requested that Station be allowed to simultaneously transmit the Program(s) provided by CBS pursuant to the Agreement over Station's website; and

WHEREAS, CBS has agreed to allow the Program(s) to be simultaneously transmitted over Station's website in accordance with the following terms and conditions:

NOW, THEREFORE, the parties hereby agree-as follows:

1. Subject to the terms and conditions of this Internet Addendum, CBS hereby grants to Broadcaster and Broadcaster accepts a limited, non-exclusive, non-transferable license to simulcast the Program(s) airing on the Station via the Internet only through Station's website _____ (the "Designated Website"). The Program(s) must be available for real-time listening simultaneously with the radio broadcast of the Program(s) on the Station. Station may only transmit the Program(s) via the Designated Website if Station is also transmitting all of the programming then being broadcast on the Station via the Designated Website.
2. Neither Station nor Broadcaster shall transmit or distribute, or permit any third party to transmit or distribute, any part of the Program(s) via or from any other website other than the Designated Website. For example, and without limiting the foregoing, neither Station nor Broadcaster shall permit any part of any of the Program(s) to be accessible by a third party website nor shall they permit any part of any Program(s) to be accessible from the Designated Website if Station has permitted a third party to "frame" or create a co-branded version of the Designated Website.
3. Broadcaster and Station shall not archive any of the Program(s), permit access to audio on demand copies of the Program(s) or create a database of audio content available at the Designated Website that contains all or any portion of the Program(s).
4. Prior to any permitted simulcast on the Designated Website, Broadcaster and Station shall be responsible for removing all commercials contained in the Program(s). Additionally, Broadcaster and Station shall be responsible for removing any music designated by CBS to be removed from the Programs. Broadcaster and Station further agree to remove any other materials from the Program(s) upon written notice from CBS.
5. Broadcaster and Station shall be solely responsible for: (i) obtaining any and all clearances and waivers required; and (ii) the payment of all fees required for Station to transmit the Program(s) via the Designated Website, including, without limitation, any music licensing fees, talent fees and union fees, if applicable. Broadcaster and Station shall be responsible for all music performance licenses and fees, including but not limited to ASCAP, BMI, and SESAC licenses covering the Station's radio broadcasts and the Station's website.

6. CBS disclaims, and Broadcaster and Station hereby waive, any and all warranties with respect to the transmission of the Program(s) via the Designated Website. CBS shall have no liability, whether in contract, tort or otherwise, and Broadcaster and Station hereby waive all claims for any loss, injury, damage or expenses of any kind, arising either directly or indirectly from the transmission of any of the Program(s) or any portion thereof via the Designated Website.
7. Broadcaster and Station will at all times indemnify and hold CBS, its parent companies and their respective affiliated and subsidiary companies and their respective officers, directors, employees, agents and Broadcasters harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of Station's distribution or transmission of the Program(s) over the Designated Website and/or the breach of any of the Broadcaster's and/or the Station's obligations, representations or warranties contained in this Internet Addendum.
8. CBS shall have the right to terminate this Internet Addendum, and the rights granted herein, at any time, for any reason, upon written notice to Broadcaster, and in such event, Station shall immediately cease any transmission of the Program(s) over the Designated Website.
9. In the event of a conflict between the terms of this Internet Addendum and the Agreement, the terms of this Internet Addendum shall prevail.
10. Broadcaster and Station will at all times immediately comply with any and all restrictions and/or instructions disclosed by CBS with respect to the CBS Commercials and Programs.



In WITNESS WHEREOF, this Internet Addendum has been executed by the undersigned parties as of the date first written above.

HILLTOP COMMUNICATIONS, LLC

By: 

Name:

Title:

JEFFREY M. LAINO

MANAGING PARTNER

HILLTOP COMMUNICATIONS, LLC

GENERAL MANAGER

WTHR AM / WTHR-FM

CBS NEWS RADIO,

A Unit of CBS News, A Division of CBS
Broadcasting Inc.

By: 

Name:

Title:

CHARLES PAULONIS

SVP & CO-CEO - CBS NEWS