

## WLOU/WLLV LEASE MANAGEMENT AGREEMENT

LEASE MANAGEMENT AGREEMENT ("Agreement"), entered into as of November 20, 2017 (this "Agreement"), by and between (the "Programmer"), and ANCHOR RADIO OF LOUISVILLE, LLC ("Licensee").

### **RECITALS:**

WHEREAS, Licensee is authorized to operate radio station WLOU (AM), FCC Facility ID No. 31883, WLLV (AM) Facility ID No. 1125, and W284AD (FM) Facility ID No. 38462 (collectively the "Station"), pursuant to licenses issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, LICENSEE desires to obtain a regular source of programming and income for the Station; and

WHEREAS, Programmer desires to purchase time 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 to applicable rules, regulations and policies of the FCC, Licensee agrees to make the Station's broadcasting transmission facilities available to Programmer on the days and during the hours set forth in Schedule A hereto (the "Brokered Time") for broadcast of Programmer's programs (the "Programming") on the Station. During the Term (as defined below) and on the terms and conditions set forth herein, Programmer will have the right to broadcast the Programming on the Station during the Brokered Time. All time on the Station other than the Brokered Time is reserved for the use of Licensee or its designees.

2. Term. Subject to the terms and conditions set forth in this Agreement, the term of this Agreement (the "Term") shall commence on Jan 1, 2018, (the "Effective Date") and shall remain in effect for an initial thirty-six (36) month period expiring on midnight Dec 31, 2020 unless terminated earlier as set forth in Section 11. At option of Buyer this Agreement may be extended for and 24 additional months as outlined in Schedule A.

3. Consideration. As consideration for Licensee's undertakings hereunder, including the airtime made available by Licensee to Programmer during the Term, Programmer shall pay to Licensee the compensation described in Schedule A hereto.

4. Intentionally Omitted.

5. Licensee's Authority. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and control over the operation of the Station during the Term, including full authority and control over the Station's finances, personnel and programming. Licensee shall retain the right to interrupt or preempt the Programming at any time if Licensee determines that the Programming is not in the public interest, violates this Agreement, in case of an emergency or an Emergency Alert System ("EAS") activation, or for the purpose of providing programming which Licensee in its sole discretion determines to be of greater national, regional or local importance. Licensee shall have full responsibility and authority to effectuate compliance with the Communications Act of 1934, as amended (the "Act"), and with FCC rules, regulations and policies, including, without limitation, the FCC's political programming rules. Licensee shall be responsible for maintaining the Station's quarterly issues/programs lists and public inspection files. Programmer shall supply Licensee with documents that may come into Programmer's possession and should be placed in the Station's public inspection file. Licensee shall employ not less than two employees at the Station's main studio, at least one of which shall be a management level employee, who shall serve as the Station's Chief Operator.

6. Operations, Revenues and Expenses.

(a) Studio Operations. During the Term, Licensee shall grant to Programmer access to and use of the Station's studio located at 2001 West Broadway, Louisville, KY 40203 and all broadcast production and transmission equipment located therein. Programmer shall not remove any equipment from the Station's studio and shall operate the studio facilities in a safe, professional and careful manner. Programmer shall be responsible for any damages to the studio or studio equipment caused by Programmer or Programmer's employees, agents, consultants, contractors, or invitees. Any alterations to the Station's studio necessary for Programmer's operations shall be made at Programmer's sole expense and only after the prior consent of Licensee. Upon the termination of this Agreement, other than by reason of Programmer's purchase of the Station, Programmer shall, at Programmer's sole expense, restore the Station's studio to its previous condition as necessary.

(b) Advertising and Programming. Except as otherwise provided herein or in Schedule A hereto, Programmer shall retain all revenues from the sale of advertising time on the Programming it broadcasts on the Station during the Brokered Time unless Programmer is in monetary default of this agreement, in which case Licensee may collect and retain receivables otherwise due to Programmer or its designee for past or future broadcasts until the monetary default is cured, at which point the receivables collected by Licensee pursuant to this sentence shall be disbursed to Programmer. Programming shall comply with applicable law, regulation and written governmental policy.

(c) Programmer's Expenses. Programmer shall employ and be responsible for the payment of salaries, taxes, insurance and all other costs related to all personnel used in the production of the Programming. Licensee will not incur any liability on account of Programmer's employees. Programmer shall pay for all costs associated with the production and delivery of the Programming, including but not limited to, (i) (any expenses incurred in connection with its sale of advertising time hereunder (including without limitation sales commissions) in connection with the Programming, (ii) the salaries, taxes, insurance, and related costs for all personnel used in the production of the Programming and all sales personnel (including salespeople, traffic personnel, and programming staff), (iii) office supplies used by Programmer and Programmer's personnel, (iv) Programmer's insurance, (v) engineering costs, (vi) studio site rental costs, (vii) tower site rental costs, and (viii) any additional costs as outlined in Schedule A of this Agreement.

(d) Licensee's Expenses. Licensee shall be responsible for (i) all FCC fees and expenses relating to the operation and maintenance of the Station as necessary to maintain the licensed transmitting capability of the Station and to fulfill its obligations as an FCC licensee, (ii) the salaries, taxes, and related costs of the Licensee employees of which one management-level technical employee shall serve as the Station's Chief Operator, (iii) insurance on Licensee's equipment used by the Station, and (iv) its federal, state and local taxes.

7. Compliance with FCC Requirements. Programmer shall at all times during the Term comply (and ensure that the Programming complies) with applicable law, including the Act, and the rules and regulations of the FCC. Without any limitation to the forgoing, Programmer further agrees as follows:

(a) Programmer will provide, make available to and shall sell time to political candidates from the time it purchases from Licensee in compliance with the Act and the rules, regulations and policies of the FCC.

(b) Programmer shall maintain and deliver to the Station and Licensee such records and information required by the FCC to be placed in the public inspection file of the Station relating to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the FCC's rules, and pertaining to the broadcast of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules. In particular, and without limitation, Programmer shall immediately provide to Licensee complete records of all requests for broadcast time made by or on behalf of any candidate for public office, together with information concerning the disposition of such requests and the charges made. Programmer also shall consult with Licensee concerning the Programming to ensure that the Station is compliant with the Act and all other applicable statutes and the rules, regulations and policies of the FCC, as announced from time to time, with respect to the carriage of political advertisements and programming and the charges permitted therefor.

(c) Programmer shall provide Licensee with payola affidavits, substantially in the form attached hereto as Appendix A, signed by such of Programmer's employees and at such times as Licensee may reasonably request in writing, and shall notify Licensee promptly of any violations it learns of relating to the Act, including Sections 317 and 508 thereof.

(d) Programmer shall employ such measures as may be needed to prevent the broadcast of obscene, indecent or profane programming content on the Station.

(e) Programmer shall not discriminate in advertising contracts on the basis of race or gender. Programmer shall not enter into any order or agreement for advertising that, in any provision, purports to discriminate on the basis of race or gender.

8. 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 obligations of Programmer.

(b) Litigation. There are no proceedings pending or, to the knowledge of Programmer, threatened before any court, administrative body, the FCC, or any other tribunal which could adversely affect the financial condition of Programmer or its ability to comply with the terms, conditions, and agreements set forth herein;

(c) No Conflicts. The execution of and performance under this Agreement will not violate: (i) any statute, regulation or other provision of law; (ii) any order of any court or instrumentality of government having jurisdiction over the Programmer; (iii) any provisions of the Certificate of Organization or Operating Agreement of the Programmer; and (iv) any indenture, contract, agreement, lease or other instrument in any material respect to which Programmer is a party or by which Programmer or any of its property is bound. There are no provisions of any existing mortgage, deed of trust, contract, lease, or other agreement of any kind binding the Programmer or affecting its business or property which would materially conflict with or in any way restrict the execution, delivery or performance of this Agreement.

(d) 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, the terms of the Station's FCC licenses and all other laws and regulations applicable to the conduct of the Station's business, and the reasonable standards established by Licensee, including but not limited to the FCC's payola and plugola regulations and regulations relating to the broadcast of obscene, indecent, and profane program content. Programmer shall cooperate with Licensee so that Licensee may fulfill its FCC obligations.

(e) 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.

(f) Station ID. Programmer shall broadcast the Station's call sign as required by the FCC. Programmer may use the call sign during the Term hereof in connection with its promotional activities.

(g) Insurance. Programmer shall maintain comprehensive liability insurance and broadcasters errors and omissions insurance in amounts customary for radio broadcast stations located in the Station's market. Licensee shall be named an additional insured on such insurance policies and shall be provided with certificates evidencing such insurance.

9. Licensee's Representation and 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 legally binding obligations of Licensee.

(b) Litigation. There are no proceedings pending or, to the knowledge of Licensee, threatened before any court, administrative body, the FCC, or any other tribunal which could adversely effect the financial condition, operations, or licenses of the Licensee or its ability to comply with the terms, conditions, and agreements set forth herein;

(c) No Conflicts. The execution of and performance under this Agreement will not violate: (i) any statute, regulation or other provision of law; (ii) any order of any court or instrumentality of government having jurisdiction over the Licensee; (iii) any provisions of the Certificate of Organization or Operating Agreement of the Licensee; and (iv) any indenture, contract, agreement, lease or other instrument in any material respect to which Licensee is a party or by which Licensee or any of its property is bound. There are no provisions of any existing mortgage, deed of trust, contract, lease, or other agreement of any kind binding the Licensee or affecting its business or property which would materially conflict with or in any way restrict the execution, delivery or performance of this Agreement.

(d) FCC Compliance. During the Term of this Agreement, Licensee shall operate the Station substantially in compliance with the terms of the Station license and other authorizations duly issued by the FCC, and shall ensure that the Station license remains in good standing and not subject to any action by the FCC that may in any way restrict or impair the Programmer's rights granted pursuant to this Agreement.

10. Indemnification.

(a) 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 (a) Programmer's broadcasts of the Programming pursuant to this Agreement, including, but not limited to, all costs and legal fees associated with any FCC investigation or enforcement action arising out of or resulting from the Programmer's broadcasts of the Programming pursuant to this Agreement or (b) the Programmer's breach of any of Programmer's representations, warranties, agreements, covenants, or obligations hereunder. The obligation of Programmer to indemnify and hold Licensee 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.

(b) 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 (a) Licensee's broadcasts of Licensee's programming, including, but not limited to, all costs and legal fees associated with any FCC investigation or enforcement action arising out of or resulting from the Licensee's broadcasts of Licensee's programming pursuant to this Agreement or (b) Licensee's breach of any of Licensee's representations, warranties, agreements, covenants, or obligations hereunder. The obligation of Licensee to indemnify and hold Programmer 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.

11. Termination.

(a) Grounds. In addition to any other remedies available at law or equity, 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 or rendered 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) Programmer is in breach of its obligations, representations or warranties hereunder and fails to cure such breach within TEN (10) business days of being given written notice of such breach;

(iii) Programmer purchases the Station;

(iv) The mutual consent of both parties;

(v) The filing of a general assignment for the benefit of creditors against Programmer or 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 Programmer under any federal or state insolvency law, which if filed against such party, has not been dismissed within sixty (60) days thereof;

(vi) 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 11, the consideration provided for hereunder shall be prorated to the effective termination date of this Agreement, unless the termination is pursuant to Sections 11 (a) (ii) or 11(a) (v), whereupon Programmer shall be liable and responsible to Licensee for all unpaid fees due to Licensee for remaining Term of this Agreement. In the event that Programmer is in monetary default to Licensee, Licensee may collect and retain receivables otherwise due to Programmer or its designee for past or future broadcasts until the monetary default is cured, at which point the receivables collected by Licensee pursuant to this sentence shall be disbursed to Programmer.

(c) Attorneys' Fees. Should either party institute any action or proceeding at law or in equity to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement by the other party, or otherwise in connection with this Agreement, or any provision hereof, the substantially prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, court costs and costs incurred in such action or proceeding.

(d) Return of Equipment and Premises. Upon termination of this Agreement for any reason, Programmer shall return to Licensee any Licensee-owned or leased equipment or property and any keys to any Licensee-owned or leased premises of the Station used by Programmer, its employees or agents in substantially the same condition as such property, equipment and premises existed at the commencement of this Agreement, reasonable wear and tear excepted.

12. No Release of Liability through Termination. No termination pursuant to Section 11 shall relieve any party of liability it would otherwise incur for breach of this Agreement.

13. Notices. All necessary notices, demands and requests permitted or required under this Agreement shall be in writing and shall be deemed given (a) upon receipt if delivered by hand or by an overnight courier service (e.g., Federal Express, UPS, etc.); (b) upon transmission if delivered by facsimile, electronic mail or other electronic means (provided that any notice given by facsimile, electronic mail or other electronic means is also given by one of the other means of notice provided for in this Section 13; or (c) three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Programmer:

Bill Price  
4309 Stonemeadow Ct.  
Louisville, KY 40218  
Email: billprice1570@aol.com

If to Licensee:

Anchor Radio LLC, LLC  
2001 West Broadway, Third Floor  
Louisville, KY 40203  
Email: rjones@anchorradio.com

or such other persons or addresses as either party may hereafter specify in writing to the other.

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. Assignment. Programmer may not assign this Agreement without the prior approval of the Licensee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Programmer may, without being required to obtain Licensee's consent, assign this Agreement and its rights and obligations under this Agreement to any person or entity controlling, controlled by or under common control with Programmer.

21. 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 this Agreement complies with the provisions of paragraphs (a), (c) and (d) of Section 73.3555 of the FCC's rules.

22. Force Majeure Events. Any failure or delay in the performance of either parties' obligations under this Agreement, which is not directly or indirectly the fault of that party or its employees or agents due to acts of God, *force majeure* or any other causes beyond the control of that party (collectively, "*Force Majeure Events*"), shall not constitute a breach of this Agreement.