

HD2 CHANNEL AGREEMENT

THIS HD2 CHANNEL AGREEMENT (this "Agreement") is made as of March 10, 2017 by and between **HUBBARD RADIO ST. LOUIS, LLC** ("Hubbard Radio St. Louis") and **KTMY-FM, LLC** ("Programmer") (each a "Party" and collectively, the "Parties").

Recitals

A. Hubbard Radio St. Louis operates radio station WARH(FM), 106.5 MHz, Channel 293, Granite City, Illinois (FIN 74577) (the "Station"), pursuant to licenses issued by the Federal Communications Commission ("FCC") to Hubbard Radio St. Louis's wholly-owned licensee subsidiary, St. Louis FCC Licensee Sub, LLC.

B. Hubbard Radio St. Louis desires to obtain programming for the Station's in-band, on-channel digital HD-2 channel (the "HD2 Channel") under the terms and conditions set forth in this Agreement. Programmer desires to provide programming for broadcast on the HD2 Channel, subject to the terms and conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Term. The term of this Agreement will begin on the date first set forth above (the "Commencement Date") and will continue, subject to renewal or earlier termination as provided in this Agreement, until March 31, 2018 (the "Term"). At the end of the initial Term or any renewal Term thereafter, this Agreement shall automatically be renewed for a subsequent one year Term, unless either party provides written notice to the other party at least sixty days prior to the end of the then current Term of its decision not to renew the Agreement.

2. Programming. During the Term, Programmer shall transmit to Hubbard Radio St. Louis a simulcast of its "myTalk 107.1" programming as broadcast by Programmer on KTMY(FM), 107.1 MHz, Channel 296, Coon Rapids, Minnesota in the Minneapolis/St. Paul market (the "Programs"), excluding all advertising (which advertising will be deleted and replaced by advertising or other content provided by Hubbard Radio St. Louis) other than advertising provided by the ABC Radio Network ("the ABC Radio Network Commercials"), which ABC Radio Network Commercials Hubbard Radio St. Louis will broadcast as part of the Programs as specified on Schedule A attached hereto (as authorized by the ABC Radio Network). Programmer will transmit its Programs to the transmitting facilities of the Station via Internet Protocol, satellite or equivalent method, as directed by Hubbard Radio St. Louis. The Programs shall be transmitted to the transmitting facilities of the Station in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term.

3. Broadcasting/HD2 Channel Assignment. During the Term Hubbard Radio St. Louis shall, subject to the terms and conditions of this Agreement, broadcast the Programs on the HD2 Channel twenty-four (24) hours per day, seven (7) days per week, except as provided

otherwise in this section and in sections 2, 7, 9, and 12 of this Agreement (the "Broadcasting Period"). During the Term, Hubbard Radio St. Louis will also stream the HD2 Channel on the Internet, in the manner determined by Hubbard Radio St. Louis (including the ABC Radio Network content included in the Programs and the ABC Radio Network Commercials, as authorized by the ABC Radio Network, subject to the ABC Radio Network's Internet Addendum provided by KTMY).

4. HD2 Channel Format. Except as otherwise provided by this Agreement, the Programs shall be limited to the myTalk 107.1 programing in its current or substantially similar format.

5. Consideration [REDACTED].

[REDACTED]

(b) Hubbard Radio St. Louis shall not discriminate in advertising arrangements on the HD2 Channel on the basis of race or ethnicity. Hubbard Radio St. Louis further covenants that all of the advertising sales agreements with respect to the HD2 Channel will contain an appropriate non-discrimination clause in compliance with FCC policies concerning nondiscrimination in advertising.

6. Compliance with Laws and Rules. Programmer shall comply with, and shall cause all of its Programs to comply with, all rules, regulations, policies, and guidelines of the Station and all applicable laws, rules, regulations, and policies, including those promulgated or announced by the FCC.

7. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Hubbard Radio St. Louis shall have full authority, power and control over the operation of the Station and the HD2 Channel, and over all persons working at the Station and for the HD2 Channel. Subject to Section 16 hereof, Hubbard Radio St. Louis shall bear responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations and policies of the FCC, and all other applicable laws.

(b) Nothing contained herein shall prevent Hubbard Radio St. Louis from (i) rejecting or refusing programs on the HD2 Channel which Hubbard Radio St. Louis believes to be contrary to the public interest, (ii) substituting programs on the HD2 Channel which Hubbard Radio St. Louis believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities, or (iii) inserting information

into the Programs deemed necessary by Hubbard Radio St. Louis in its sole discretion, including but not limited to Emergency Alert System (“EAS”) information. Without limiting the preceding sentence, Hubbard Radio St. Louis reserves the right to (i) refuse to broadcast any Programs containing matter which violates any right of any third party, which in the view of Hubbard Radio St. Louis contains indecent material or constitutes a personal attack, or which does not meet the requirements of the rules, regulations and policies of the FCC, (ii) preempt any Programs in the event of a local, state, or national emergency, and (iii) delete any commercial announcements or other programming that does not comply with the requirements of the FCC’s sponsorship identification policy.

(c) Programmer and all employees of Programmer shall not represent, depict, describe or portray Programmer as the licensee or operator of the Station or the HD2 Channel.

(d) Programmer shall immediately serve Hubbard Radio St. Louis with notice and a copy of any letters, emails or other correspondence of comment, inquiry, or complaint it receives concerning any Program or the HD2 Channel. Programmer shall cooperate with Hubbard Radio St. Louis to ensure that EAS transmissions are properly performed in accordance with Hubbard Radio St. Louis’s instructions.

8. Music Licenses. Programmer represents and warrants that it owns or has valid licenses for the content of the Programs. During the Term, Programmer shall be solely responsible for obtaining and maintaining in full force and effect all necessary music licenses with respect to the Programs on the HD2 Channel.

9. Programs.

(a) During the Term, Programmer shall ensure that the contents of the Programs and Programmer’s operations conform to and comply with all applicable governmental laws, rules, regulations and policies in all respects, including all FCC rules, regulations and policies in all respects.

(b) Programmer shall cooperate with Hubbard Radio St. Louis with respect to political broadcast responsibilities, and shall supply such information promptly to Hubbard Radio St. Louis as may be necessary to comply with the political broadcasting provisions of the FCC’s rules, the Communications Act of 1934, as amended, and federal election laws. Hubbard Radio St. Louis reserves the right to insert political advertising if necessary to comply with such rules or with other applicable law, with such insertions being acknowledged and agreed to by Programmer by virtue of executing this Agreement.

(c) Programmer shall provide Hubbard Radio St. Louis in advance any information regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for including any material as a part of any programming or commercial material to be broadcast on the HD2 Channel, unless the party making or accepting such payment is identified in the programming or commercial material as having paid for or furnished such consideration.

10. Expenses. Programmer will be solely responsible for all costs and expenses related to its Programs and the delivery of such Programs to Station, including, without limitation all costs for all of Programmer's personnel used in the production and delivery of the Programs, costs of acquisition, licenses, and production of Programs, and the costs of delivery of the Programs to Station for broadcast on the HD2 Channel.

11. Call Signs. Hubbard Radio St. Louis retains all rights to the call letters of the Station and any other call letters which may be assigned by the FCC for use by the Station. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify the Station's call letters in compliance with FCC rules and regulations, as well as any other announcements required by the rules and regulations of the FCC.

12. Downtime; Maintenance. Hubbard Radio St. Louis shall use commercially reasonable efforts to provide at least twenty-four (24) hours prior notice to Programmer in advance of any maintenance work affecting the operation of the Station. Programmer acknowledges that during periods of maintenance work, or when the Station's auxiliary site must be used, the Programs will not be broadcast on the HD2 Channel.

13. Confidentiality. Neither Party shall disclose the terms of this Agreement to any third party without the written approval of the other Party, except to legal counsel, accountants, and financial advisors who agree to keep such terms confidential, and except as and when such disclosure is required by law, regulation or agency policy.

14. Representations.

(a) Hubbard Radio St. Louis represents and warrants to Programmer that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iii) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

(b) Programmer represents and warrants to Hubbard Radio St. Louis that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iii) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

15. Events of Default/Termination.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer makes an unauthorized change in format of the Programs for broadcast on the HD2 Channel; (ii) any change in the direct or indirect ownership or control of Programmer, other than a change that would be authorized pursuant to a short-form FCC Form 316 pro forma assignment or transfer of control; (iii) Programmer breaches any representation or warranty made by it under this Agreement; or (iv)

Programmer fails to observe or perform any covenant, agreement or obligation contained in this Agreement other than covenants, agreements or obligations subject to sub-sections (i) – (iii) above, and fails to cure such non-observation or non-performance within ten days of written notice from Hubbard Radio St. Louis (for the avoidance of doubt, Programmer agrees that the ten day cure period in this sub-section (iv) does not apply to Events of Default in sub-sections (i) – (iii) above).

(b) The occurrence of the following will be deemed an Event of Default by Hubbard Radio St. Louis under this Agreement: Hubbard Radio St. Louis fails to observe or perform any obligation contained in this Agreement and fails to cure such non-observation or non-performance within ten days of written notice from Programmer.

(c) Upon the occurrence of an Event of Default, the non-defaulting Party may terminate this Agreement, effective immediately upon written notice to the defaulting Party, and may exercise any and all other rights and remedies available under this Agreement or applicable law.

(d) If this Agreement expires or is terminated, as a result of an Event of Default or otherwise, Programmer shall be responsible for all liabilities, expenses, debts and obligations of Programmer arising from or related to the purchase of air time and/or transmission services and all Programs. After the expiration or termination of this Agreement, Hubbard Radio St. Louis shall be under no obligation to make available to Programmer any broadcast time.

16. Indemnification; Insurance. Programmer shall indemnify, defend, and hold Hubbard Radio St. Louis and its affiliates harmless from and against any and all claims, losses, and liability related to or arising from the Programs or the broadcast of the Programs on the HD2 Channel, including without limitation all claims, losses, and liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Hubbard Radio St. Louis shall indemnify, defend, and hold Programmer and its affiliates harmless from and against any and all claims, losses, and liability related to or arising from any advertising or other content provided by Hubbard Radio St. Louis that is broadcast on the HD2 Channel, including without limitation all claims, losses, and liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Each party shall, at its expense, obtain and maintain Media Liability Insurance (E&O) with coverage of at least [REDACTED] including but not limited to, coverage with respect to claims for damages for infringements of copyrights or other literary property rights including title and music, libel or slander or any other forms of defamation, infringement of privacy and publicity rights, authorized use of names, plagiarism, and similar matters. Within two days of the Commencement Date, each party shall cause its carrier to (and deliver to the other party a certificate of insurance evidencing the following with respect to such insurance): (i) name the other party and its affiliates and their respective officers, directors, members, managers, employees and agents as additional insureds; (ii) be considered primary with respect to any

claims or losses related to the Programs; and (iii) provide that the other party shall be given at least thirty (30) days prior written notice of the cancellation, non-renewal or reduction in coverage of any such policy for any reason. The obligations under this section shall survive any termination of this Agreement.

17. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party hereto. The terms of this Agreement shall bind and inure to the benefit of the Parties and any permitted assigns.

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

19. Notices. Any notice pursuant to this Agreement shall be in writing and shall be delivered by national or local courier service, which notice shall be deemed delivered as of the date of confirmed delivery, and such notice shall be addressed as follows (or to such other address as any Party may request by written notice):

if to Hubbard Radio St. Louis:

Hubbard Radio St. Louis, LLC
11647 Olive Boulevard
St. Louis, MO 63141
Attn: Market Manager

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

Hubbard Radio, LLC
3415 University Blvd.
St. Paul, MN 55114
Attn: General Counsel

if to Programmer:

KTMY-FM, LLC
3415 University Blvd.
St. Paul, MN 55114
Attn: General Counsel

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

Hubbard Broadcasting, Inc.
3415 University Blvd.
St. Paul, MN 55114
Attn: General Counsel

20. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the Parties. Neither Party shall be authorized to act as an agent of or otherwise to represent the other Party with respect to this Agreement. The failure of any Party to comply with its non-monetary obligations under this Agreement due to acts of God, strikes or threats thereof or a force majeure or due to causes beyond such Party's reasonable control, will not constitute an Event of Default under this Agreement, and neither Party will be liable to the other Party therefor. The construction and performance of this Agreement shall be governed by the laws of the State of Minnesota without giving effect to the choice of law provisions thereof, and is subject to the applicable provisions of the Communications Act of 1934, as amended, 47 U.S.C. Section 151, *et seq.* and the rules, regulations and policies of the FCC. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement shall be deemed drafted equally by both Parties, and any presumption or principle that the language of the Agreement is to be construed against either Party shall not apply.

21. Certifications. Hubbard Radio St. Louis certifies that it maintains ultimate control over the facilities of the Station and the HD2 Channel, including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Section 73.3555.

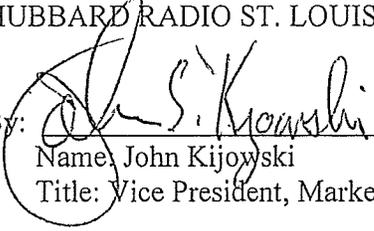
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO HD2 CHANNEL AGREEMENT

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

HUBBARD RADIO ST. LOUIS, LLC

By:


Name: John Kijowski
Title: Vice President, Market Manager

KTMY-FM, LLC

By:


Name: Dan V. Seeman
Title: Vice President, General Manager

SCHEDULE A

