

18 September 2012

Mr. Joe Lewin  
President & General Manager  
Harrisburg Television, Inc.  
WHTM-TV - abc27  
3235 Hoffman Street  
Harrisburg, PA 17110

RE: Letter of Agreement  
Content and Promotional Partnership

Dear Joe:

This Letter of Agreement (hereafter "**AGREEMENT**") is between Cumulus Broadcasting LLC (hereafter "**CUMULUS**") and Harrisburg Television, Inc. (hereafter "**ABC27**") who agree to enter into a shared content and promotional partnership as defined below:

1. **PURPOSE.** The AGREEMENT will allow ABC27 to share programming, news, information, weather and sports content (hereafter "**CONTENT**") with CUMULUS as defined in this AGREEMENT [REDACTED]
2. **EFFECTIVE DATE.** The effective date of this AGREEMENT will be October 1, 2012.
3. **TERM.** The AGREEMENT will continue on a month-to-month basis on an indefinite term provided the parties desire to continue the AGREEMENT. Either party may cancel the AGREEMENT at any time and for any reason with sixty (60) days' prior written notice to the other.
4. **LICENSE.** Subject to the limitations set forth in this AGREEMENT and for the Term, ABC27 grants CUMULUS the exclusive, non-transferable, limited right and license to use the CONTENT as provided below.
5. **CONTENT DEFINITION.** It is agreed and understood that, specifically subject to the restrictions set forth in Paragraph 5(k), below; CUMULUS will have access to and may use ABC27 CONTENT as defined in the following ways.
  - a. **News Stories.** CUMULUS may use and/or edit any local news stories from ABC27.
  - b. **Audio.** CUMULUS may record, edit and rebroadcast any audio from ABC27's local news and information programming.
  - c. **News Calls/Wraps/Voiceovers.** CUMULUS may record, edit and rebroadcast any local news sound bites, news calls, news wraps or news voiceovers from ABC27.

- d. **Weather.** CUMULUS may use weather information gathered by ABC27 including weather forecasts, weather alerts or bulletins, wall-to-wall weather coverage, weather reports and weather audio (“**Weather Services**”). With respect to providing to CUMULUS the Weather Services, ABC27 shall be obligated to make available certain of its employees to provide live weather inserts in radio broadcasts on the Cumulus Stations (as defined below) five (5) days per week (Monday through Friday) and shall be scheduled during the hours of 4am through 5pm. The number of weather inserts shall not typically exceed four (4) per day and shall be scheduled at mutually acceptable times between ABC27 and CUMULUS; *provided, however*, that the ABC27 employees’ primary obligations shall be to perform his/her services to ABC27. ABC27 will make commercially reasonable efforts to feature (1) live insert each week from a morning CUMULUS on air team during the ABC27 Daybreak newscast between 4:30 and 7:00am.
  - e. **Closings.** CUMULUS may use any school or business related closing information gathered by ABC27 for purposes of on-air radio or on-line Internet radio rebroadcast, website postings and/or digital, social media, email or texting purposes.
  - f. **Crisis Coverage.** CUMULUS may use and rebroadcast both on-air and on-line any local wall-to-wall crisis coverage that is gathered and reported on by ABC27 whether it is news related or weather related such as severe weather warnings, tornado warnings, etc.
  - g. **Field Reporters.** CUMULUS may access, call upon, question, interview and broadcast both on-air and on-line any ABC27 employees and/or reporters in the field or on the scene of any newsworthy story or event *provided, however*, that the ABC27 employees’ primary obligations shall be to perform his/her services to ABC27.
  - h. **Web Feeds.** CUMULUS may use, feed or post up onto or into CUMULUS websites any local news, sports or weather digital text feeds from ABC27.
  - i. **Website Content.** CUMULUS may use, edit, read and broadcast any local content posted on ABC27’s website at [www.abc27.com](http://www.abc27.com).
  - j. **Website Link.** CUMULUS may link to/from any content posted on ABC27’s website at [www.abc27.com](http://www.abc27.com); *provided, however*, that ABC27’s identity and its sponsors will remain visible on the page view. CUMULUS agrees to retweet ABC27’s news and weather CONTENT.
  - k. **Exclusions.** Specifically excluded from the license granted in this AGREEMENT is any and all CONTENT containing video or audio footage for which ABC27 is not the owner of the copyright including, but not limited to, (i) ABC Network-supplied programming (including, but not limited to news programming, stories, features, interviews, headlines or excerpts), (ii) programming from ABC27’s news cooperatives (including but not limited to CNN, ABC NewsOne, Reuters or the Associated Press), (iii) repurposed weather reports from AccuWeather, (iv) collegiate and professional sports league games, and (v) any content identified by ABC27 that may infringe on the rights of or could cause harm or injury to a third party or contains an error in news reporting. It is understood that, although CUMULUS has the right to edit or excerpt the CONTENT, such editing or excerpting shall not be performed in such a manner as to change the meaning of, misrepresent or distort any CONTENT.
6. **PERMITTED USES.** Subject to the restrictions contained herein, CUMULUS may use any of the CONTENT defined in Paragraph 5 in the following ways:
- a. ON-AIR Radio Broadcasting.
  - b. ON-LINE Internet Radio Broadcast or Streaming
  - c. ON-DEMAND Internet Radio Broadcast or Podcasting

- d. Digital Website Postings
- e. Digital, Email and Texting Marketing Efforts
- f. Social Media Marketing Efforts such as Facebook or Twitter.
- g. In the event that ABC27 reasonably believes that any ABC27 CONTENT could give rise to a claim that such material infringes the rights of or could cause harm or injury to a third party or contains an error in news reporting (hereafter "ABC27 Excluded Material"), ABC27 shall promptly notify CUMULUS advising it to cease use of such ABC27 EXCLUDED MATERIAL and to promptly withdraw such ABC27 EXCLUDED MATERIAL from any news programs, websites, or other platforms on which it has used the ABC27 EXCLUDED MATERIAL. CUMULUS shall promptly comply with such instructions.

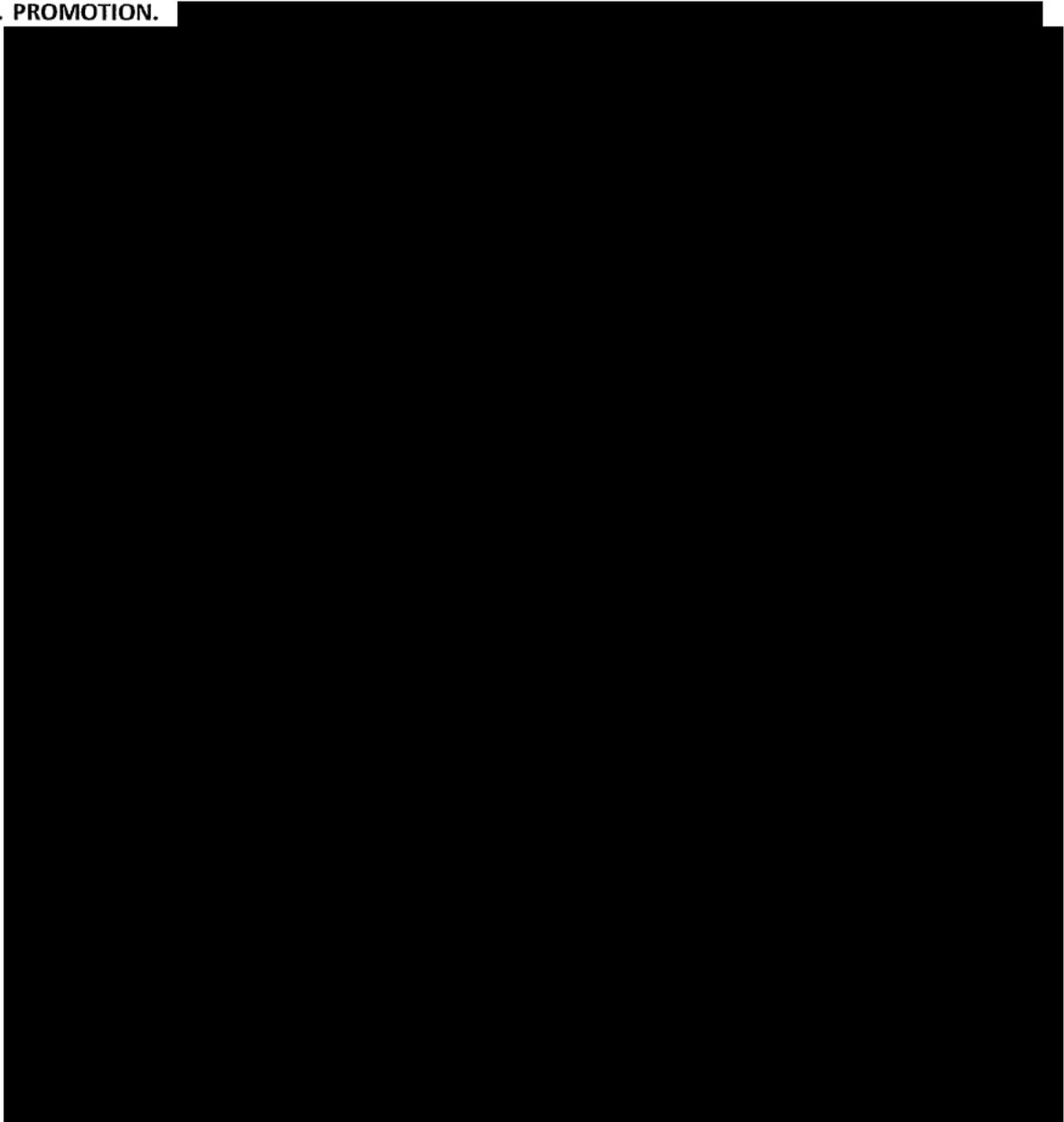
7. **STATIONS.** For purposes of this AGREEMENT, "CUMULUS Stations" are defined as the following on-air radio and Internet radio station facilities as of the effective date of this AGREEMENT. This also includes any/all URL Internet Domain Names and Addresses used by CUMULUS. This station roster can/may be amended or revised by CUMULUS in the event of format changes, station sales, station transfers, station acquisitions, station divestures, etc., so long as CUMULUS maintains the terms of this AGREEMENT on any participating stations. Furthermore, this AGREEMENT may be expanded in the future to include other CUMULUS stations (owned and operated by CUMULUS or other companies that are subsidiaries of Cumulus Media Inc.) located within the Harrisburg-York-Lancaster, PA DMA at the option of CUMULUS and with the consent of ABC27.

- a. WNNK-FM [REDACTED]
- b. WQXA-FM [REDACTED]
- c. WZCY-FM [REDACTED]
- d. WWKL-FM [REDACTED]
- e. WHGB-AM [REDACTED]

8. **PROGRAMMING AUTHORITY.** It is acknowledged by the parties that nothing in this AGREEMENT gives either party any programming authority over the other and either party has full, exclusive and complete control over the programming and programming decisions of their respective operations.

9. **TECHNICAL ABILITY.** The parties agree to work together in the same spirit of cooperation that lead to the formation of this partnership and AGREEMENT in assisting each other to take full advantage of the opportunities this AGREEMENT affords the other through the sharing and cooperation of any/all technical needs and ability to access the content defined in this AGREEMENT. CUMULUS shall provide, at its sole expense, all equipment necessary to transmit and receive the CONTENT to and from the CUMULUS stations and ABC27 studios. Such expenses shall include, but not be limited to, transmission and receiver equipment, installation, maintenance and monthly telecommunication/internet fees at the CUMULUS location. It is understood that any/all equipment provided will remain the property of CUMULUS and will be promptly returned in the event this AGREEMENT terminates. Furthermore, the parties agree to share the necessary access, knowledge and expertise with each other as it relates to the technical components of this AGREEMENT.

**10. PROMOTION.**



**11. USE OF MARKS.** It is agreed that each party is granting to the other a conditional license to use the other's names or trademarks provided that such use is within the terms of this AGREEMENT. The respective parties retain full ownership to their respective marks, trademarks, copyrighted content and material both during, and after the term, of this AGREEMENT.

**12. OWNERSHIP.** All right, title and interest in and to the ABC27 CONTENT, including without limitation, the content, titles, names, stories, incidents, ideas, formulas, format, any other literary, musical, artistic or creative material included therein, will, as between CUMULUS and ABC27, remain vested in ABC27.

**13. COMPENSATION.** [REDACTED]

**14. EXCLUSIVE AGREEMENT.** ABC27's provision of CONTENT to CUMULUS will be exclusive to ABC27; CUMULUS shall not use other local media providers to provide local news and weather reporting services to the CUMULUS stations while this AGREEMENT remains in effect. Likewise, ABC27 shall not provide any content, news and weather-related reports to other local media outlets using any of its employees while this AGREEMENT remains in effect. Nothing in this AGREEMENT prohibits either party from maintaining commercial advertising relationships, promotional partnerships, news cooperative arrangements (including, but not limited to, CNN, ABC NewsOne and Associated Press) or public service partnerships with other competing television, radio or Internet operations.

**15. WARRANTIES.** The parties represent and warrant that each has the right to enter into this AGREEMENT and that its performance of the respective commitments will not violate any other contract to which each is a party.

**16. INDEMNITY.** ABC27 will indemnify and hold CUMULUS harmless from any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by CUMULUS and arising from the use, telecast, broadcast or publication of the CONTENT as furnished by ABC27 or incurred as a result of any use of that material and CUMULUS will indemnify and hold ABC27 harmless from any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by ABC27 and arising from the use, telecast, broadcast or publication of the CONTENT as modified, edited or changed by CUMULUS or incurred as a result of any use of that altered material; *provided, however*, that (a) each party shall promptly notify the other of any claim or litigation to which the foregoing indemnity applies, (b) the indemnified party's obligation with respect to any settlement shall be limited to the amount approved in advance of such settlement by the indemnified party, and (c) at indemnified party's option, it may assume, at its expense and through counsel of its choice, the defense of any such claim or litigation, in which case the indemnifying party's obligations with respect thereto shall be limited to the payment of any court-ordered judgment or settlement approved by the other. Each party's warranty and indemnification obligations shall survive the termination of this Agreement.

**17. CONFIDENTIALITY.** The parties agree that the nature of this AGREEMENT and partnership is special and unique and as such agree to keep the terms of this AGREEMENT confidential to each other without the express permission and consent of the other party. Furthermore, it is understood that the parties desire to jointly announce and release this partnership via a press release or other similar announcement at a time that is mutually agreeable to the parties.

**18. MISCELLANEOUS.**

- a. Headings.** The titles and headings of the various sections and paragraphs in this AGREEMENT are intended solely for convenience and reference and are not intended for any other purpose whatsoever.
- b. Governing Law.** This AGREEMENT shall be construed in accordance and governed by the laws of the Commonwealth of Pennsylvania. Each party, by executing this AGREEMENT, hereby irrevocably submits to the exclusive jurisdiction of any local or Federal court sitting in Harrisburg, Pennsylvania with respect to any suit, action or proceeding arising out of or in any way relating to this Agreement, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts.
- c. Severability.** Should any provision or part of any provision of this AGREEMENT be void or unenforceable, the provisions or part thereof shall be deemed omitted and the AGREEMENT, with such provision or part thereof omitted shall remain in full force and effect.
- d. Assignment.** This AGREEMENT may not be assigned by either party, including all rights and obligations hereunder without the prior written consent of the other, not to be unreasonably withheld; provided, however, that either party may assign this Agreement or any interest therein, by operation of law or otherwise, to (i) its parent company or any affiliate or subsidiary of it or its parent company, or (ii) any entity that acquires all or substantially all of its assets. This AGREEMENT shall inure to the benefit of the parties, their successors and permitted assigns.
- e. Waiver.** The waiver by either party of a breach or default of any provision of this AGREEMENT by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has following notice to the other party and seven (7) days' opportunity to cure, or may have hereunder, operate as a waiver of any right, power or privilege by such party.
- f. Counterparts.** This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.
- g. Notices.** All notices required to be given or made hereunder shall be in writing and sent either by personal delivery, by mail or by telecopier or addressed as set forth in this AGREEMENT, or to such other address as may be designated in writing by either party. Notice given by mail, and notice by telecopier shall be deemed given upon the date of receipt thereof.
- h. Merger.** This AGREEMENT constitutes the entire agreement between the parties hereto pertaining to the subject matter contained herein, supersedes all prior agreements and may not be changed except in writing signed by both parties.

If you agree that this AGREEMENT correctly and accurately reflects the intent and understanding of our partnership, kindly acknowledge your approval and return a copy to me.

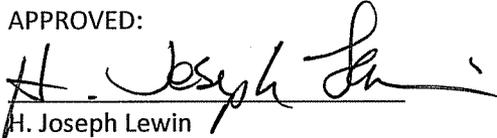
We look forward to working with you and your team on this partnership.

Best regards,



Ron Giovanniello  
Regional Vice President/Market Manager  
Cumulus Broadcasting LLC

APPROVED:



H. Joseph Lewin  
President & General Manager  
Harrisburg Television, Inc.