

Radio Training Network, Inc.

Multiple Ownership Rules Local Marketing Agreement Exhibit

Radio Training Network, Inc., is a party to the attached Local Marketing Agreement for WNUE-FM, Deltona, FLA (Facility ID No. 46969), currently licensed to Entravision Holdings, LLC.

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LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (this "Agreement") is made as of April 12, 2021, by and between **ENTRAVISION COMMUNICATIONS CORPORATION**, a Delaware corporation ("Licensee"), and **RADIO TRAINING NETWORK, INC.**, a Georgia nonprofit corporation ("Programmer").

Recitals

A. Licensee owns and operates, through its wholly owned subsidiary, Entravision Holdings, LLC, the following radio station (the "Station"), pursuant to licenses issued by the Federal Communications Commission ("FCC"):

WNUE-FM, Deltona, Florida (FCC Facility ID No. 46969)

B. Licensee desires to obtain programming for the Station and Programmer desires to provide programming for broadcast on the Station, on the terms set forth in this Agreement.

C. Licensee and Programmer have entered into an Asset Purchase Agreement (the "Purchase Agreement"), of even date herewith, that provides to Programmer the right to acquire certain of the tangible and intangible assets which are exclusively used in the business or operations of the Station on the terms and subject to the conditions set forth therein.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Term**. The term of this Agreement (the "Term") will begin on April 19, 2021 and shall continue until the Closing Date (as such term is defined in the Purchase Agreement) unless earlier terminated under the provisions of this Agreement.

2. **Programming**. During the Term, Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified below and shall transmit to Licensee programming that it produces or owns (the "LMA Programming") for broadcast on the Station during each applicable time period set forth in Section 3 below (the "Broadcasting Period"). Programmer will deliver, at its own cost, the LMA Programming to the Station's transmitting facilities in a manner that ensures that they meet technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term.

3. Broadcasting Period. The Broadcasting Period for LMA Programming shall be twenty-four (24) hours per day, seven (7) days per week. Notwithstanding the foregoing, during all periods, the time from 6:00 a.m. to 7:00 a.m. each Sunday morning is reserved to Licensee for public interest programming and the Broadcasting Period does not include such time

4. Broadcasting. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the LMA Programming during the Broadcasting Period, subject to the provisions of Section 7 below.

5. Advertising. During the Term, Programmer is exclusively responsible for and entitled to the sale of advertising during the Broadcasting Period for LMA Programming and the collection of accounts receivable arising therefrom, and Licensee is exclusively responsible for and entitled to the sale of advertising for the Licensee Programming (in addition to all of the Station's accounts receivable existing on the date of this Agreement) and the collection of accounts receivable arising therefrom.

6. Payments. For the broadcast of the LMA Programming and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto.

7. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power, and control over the operation of the Station and over all persons working at the Station during the Term. Without limiting the generality of the foregoing, Licensee will manage the Station's operations and retain control over the policies, programming, and operations of the Station. Nothing contained herein shall prevent Licensee from: (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Licensee reserves the right to: (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions.

8. Music Licenses. During the Term, Licensee, the applicable party will obtain and maintain any necessary music licenses with respect to the Station.

9. LMA Programming.

(a) Programmer shall ensure that the content of the LMA Programming conforms to all FCC rules, regulations and policies. Programmer shall consult with Licensee in the selection of the LMA Programming to ensure that the content of the LMA Programming contains matters responsive to

issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. On or before January 7, April 7, July 7 and October 7 of every year during the Term, Programmer shall provide to Licensee a list of significant community issues addressed in the LMA Programming during the preceding quarter and the specific LMA Programming that addressed such issues.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities and shall supply such information promptly to Licensee 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. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

10. Expenses. During the Term, Programmer will be responsible for: (i) the salaries, taxes, insurance, and other costs for all personnel used in the production of the LMA Programming, and (ii) the costs of delivering the LMA Programming to Licensee. Subject to Section 6, Licensee will pay for its employees engaged in its management of the Station and the maintenance of the transmission equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to the transmitter site. Subject to Section 6, Licensee will provide all personnel necessary for the broadcast transmission of the LMA Programming (once delivered to the transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.

11. Call Sign. During the Term, Licensee will retain all rights to the call sign of the Station or any other call letters which may be assigned by the FCC for use by the Station and will ensure that proper Station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the LMA Programming an announcement at the beginning of each hour of such LMA Programming to identify such call sign, as well as any other announcements required by the rules and regulations of the FCC.

12. Maintenance. During the Term, Licensee shall maintain the operating power of the Station and shall repair and maintain the Station's tower and transmitter site and equipment consistent with its past practice and as customary in the radio broadcast industry.

13. Intentionally Omitted.

14. Representations. Programmer and Licensee each represent and warrant to the other that: (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has

duly authorized this Agreement, and this Agreement is binding upon it, and (iv) 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. Purchase Agreement. The parties are simultaneously entering into the Purchase Agreement. This Agreement shall automatically terminate upon Closing under the Purchase Agreement without need for further action by any party. If the Purchase Agreement terminates for any reason other than the Closing of the Purchase Agreement, then Licensee or Programmer may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

16. 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 fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. If this Agreement is terminated for any reason, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status *quo ante*. Failure of Licensee to broadcast the LMA Programming due to facility maintenance, repair or modification or due to any reason out of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder.

17. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all claims, losses, costs, liabilities, damage, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto), arising from the LMA Programming (including, without limitation, all advertising included therein), including, but not limited to, slander, defamation, libel, illegal competition or trade practice, infringement of trademarks or trade names, violation of rights of privacy, and infringement of copyrights and proprietary rights, and any other violation of third party rights, FCC rules, or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all claims, losses, costs, liabilities, damage, FCC forfeitures, and expenses (including court costs and reasonable attorneys' fees) arising from the broadcast of Licensee's

Programming on the Station, including without limitation, 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. The obligations under this Section shall survive any termination of this Agreement.

18. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, which Licensee may withhold at its sole discretion. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

19. 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. The parties agree that Licensee and Programmer shall, where required, place a copy of this Agreement in the Station's online public inspection files.

20. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as set forth in the Purchase Agreement (or to such other address as any party may request by written notice).

21. 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. The construction and performance of this Agreement shall be governed by the laws of the District of Columbia, without giving effect to the choice of law provisions thereof. 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.

22. Force Majeure and Facilities Upgrades. The failure of either party hereto to comply with its obligations under this Agreement due to: (i) the need to perform construction at the transmitter site or to move the transmitter site in response to FCC authorization of an improvement to or

modification of the Station's operating parameters, or (ii) acts of God, strikes or threats thereof, or a force majeure or due to causes beyond such party's control, will not constitute an Event of Default under this Agreement and neither party will be liable to the other party therefor. For the avoidance of doubt, a pandemic or other natural event that does not require the discontinuance of operations of the Station shall not be deemed a force majeure event.

23. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities 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. Sections 73.3555(a) and (c).

24. Payola. Programmer agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or from including, without limitation, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such requirements. Programmer agrees to annually, or more frequently at the request of Licensee, execute and provide Licensee with a Payola Affidavit. Programmer further agrees to: (1) complete any training required by Licensee on the subjects of payola, plugola and/or sponsorship identification, (2) obtain Licensee's prior written approval before accepting any item of value received from a record label, artist and/or independent promoter, and (3) provide to Licensee notice of any item of value received by Programmer from a record label, artist and/or independent promoter, along with any details or other information requested by Licensee with respect to such item(s). Failure by Programmer to comply with any of the requirements of this Section 24 shall constitute a material breach by Programmer, for which Licensee may immediately terminate this Agreement.

25. Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity. Failure by Programmer to comply with any of the requirements of this Section shall constitute a material breach by Programmer, for which Licensee may immediately terminate this Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT

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

LICENSEE:

ENTRAVISION COMMUNICATIONS CORPORATION

By: 

Name: Jeffrey A. Liberman

Title: President

PROGRAMMER:

RADIO TRAINING NETWORK, INC.

By: _____

Name: James L. Campbell

Title: President

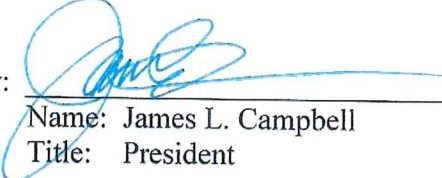
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LICENSEE: **ENTRAVISION COMMUNICATIONS CORPORATION**

By: _____
Name: Jeffery A. Liberman
Title: President

PROGRAMMER: **RADIO TRAINING NETWORK, INC.**

By:  _____
Name: James L. Campbell
Title: President

SCHEDULE A TO LMA

The Buyer shall be responsible for reimbursing the Seller for any of the expenses the Seller incurs for the Station's utility costs and maintaining casualty and liability insurance to cover Buyer's employees and vendors (the "Seller LMA Costs"). The Seller LMA Costs shall consist of:

Cost Item	Estimated Monthly Expense ¹
Utilities	\$3,333.00
Generator maintenance	\$170.00
A/C contract maintenance	\$500.00
Tower maintenance contract	\$67.00
Internet Connection Expense	\$1,245.00
Property taxes	\$432.00
Engineering Services	\$1,200.00

In no event shall the Seller LMA Costs exceed \$7,200.00 per calendar month (the "Cost Cap"). The first and last calendar month of Seller LMA Costs shall be prorated.

The Seller LMA Costs shall be reimbursed to the Seller by the Buyer within 30 days of payment of such expenses by the Seller.

All other expenses of Seller in the operation of the Station, including any amounts in excess of the Cost Cap, shall be the responsibility of the Seller.

¹ These are estimated costs only and any deviation from them shall not constitute a breach of this Agreement.