

LOCAL PROGRAMMING AGREEMENT

THIS LOCAL PROGRAMMING AGREEMENT (this "Agreement") is made February 6, 2021 by and between **BOB BITTNER BROADCASTING INC.**, a Massachusetts corporation (the "**Programmer**"), and **LANGER BROADCASTING GROUP, LLC**, a Massachusetts limited liability company (the "**Licensee**").

RECITALS

A. Licensee owns and operates radio broadcast radio station WBAS, Facility ID No. 6251, West Yarmouth, Massachusetts and FM Translator W268CP, Facility ID No. 142210, West Yarmouth, Massachusetts, (the "**Stations**");

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.

AGREEMENT

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

1. Term. The term of this Agreement (the "Term") shall begin on the day of completion and connection of cable company installation and functioning of connection from Programmer's location to Licensee's location (the "Commencement Date"), and shall continue until the earlier of (1) termination of this Agreement by the parties pursuant to the FCC grant and consummation of a contemporaneous filed assignment application of the Station's licenses by the parties, in accordance with the terms of this Agreement (or extended by mutual written agreement) or (2) July 21, 2021, the date of expiration of the Asset Purchase and Sale Agreement, signed by both Parties on January 21, 2021, or (3) a date before the expiration of the Asset Purchase and Sale Agreement if it appears by the Parties that the sale of the Stations' Assets will not be completed due to the conditions herein described..

2. Programming. During the Term, Programmer shall have the exclusive right to 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 "Program" or "Programs") for broadcast for substantially all the Station's air time, seven (7) days per week (the "Broadcasting Period"), except that Licensee may set aside the period from 7:00 a.m. to 9:00 a.m. each Sunday morning for the broadcast of programming produced or selected by Licensee. Programmer shall produce its Programs at the Station's transmitting facilities or transmit its Programs to the Station's transmitting facilities via a mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) that shall ensure 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. In return for the payments to be made by Programmer hereunder during the Term, Licensee shall broadcast the Programs during the Broadcasting Period, subject to the provisions of Section 7 below.

4. Advertising. During the Term, Programmer shall be exclusively responsible for the sale of advertising time on the Stations and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all such collections. All contracts for the sale of advertising time on the Stations which may be entered into by Programmer shall terminate upon the termination of this Agreement, provided that Licensee shall have the option, in its sole discretion, to assume any or all of such contracts.

5. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, from and after the Commencement Date and during the Term, Programmer agrees to pay to Licensee Thirty-Eight-Hundred, sixty dollars (\$3,860.00) per month (the "Monthly Payment") for every month during the term of this Agreement on the Commencement Date of Programmer broadcasting on the Stations, and on the same monthly numerical anniversary date in each further month. Such monthly fee shall be equally pro-rated for actual days used when this Agreement terminates.

6. Costs. Licensee shall pay for all Stations' operating expenses during the Term of this Agreement except that the Programmer shall pay (1) the cable company charges for herein described connections, and (2) all costs to produce the Programmer's programming as described in Section 9 below.

7. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station, including, specifically, control over the Station's finances, personnel and programming. Without limiting the generality of the foregoing, Licensee shall employ staff sufficient to satisfy the FCC's requirements for main studio staffing and who shall report to and be responsible to the licensee. Licensee certifies that it shall at all times during the Term maintain ultimate control over all aspects of the Station's facilities and operations to the extent required by the rules, regulations and policies of the FCC (the "FCC Rules"). 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 served by the Station. Without limiting the preceding sentence, Licensee reserves the right to refuse to broadcast any Program containing matter which violates any right of any third party or which constitutes a "personal attack" as that term has been defined by the FCC. Licensee also reserves the right to refuse to broadcast any Program which does not meet the requirements of the FCC Rules, including any programming or advertising that does not comply with the FCC's sponsorship identification rules. Licensee further reserves the right to preempt any Program in the event of a local, state, or national emergency. Notwithstanding the foregoing, in no event shall any rejection, refusal, substitution or pre-emption of Programmer's

programming take place for the commercial or economic advantage of Licensee, and in no event shall any of Licensee's substituted programming be broadcast in exchange for compensation or contain commercial announcements for which compensation is received by Licensee unless such compensation is immediately paid over to Programmer. Programmer agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions and the FCC Rules. Programmer shall immediately provide Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in the Station's public inspection file.

8. Programs.

(a) Programmer shall ensure that the contents of the Programs shall conform to all FCC Rules. Programmer shall consult Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as such issues are made known to Programmer by Licensee. **On or before April 7, and July 7 during the Term, Programmer shall provide Licensee with pertinent information regarding Programs which addressed significant community issues during the preceding quarter and the specific Programs which addressed such issues for inclusion in the Station's quarterly issues-programs reports.**

(b) Licensee shall oversee and have 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 Rules, the Communications Act of 1934, as amended, and all federal election laws (collectively, the "Election Laws"). Programmer shall release advertising time availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the Election Laws; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer. Programmer shall ensure that any advertising time it sells to political candidates complies with the Election Laws as applicable to radio broadcast stations.

9. Expenses. During the Term, Programmer shall be responsible for (i) the salaries taxes, insurance and related costs for all personnel used in the production of the Programs supplied to Licensee and (ii) the costs of delivering the Programs to Licensee. Licensee shall pay for its employees contemplated by this Agreement and for maintenance of all transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC Rules and applicable law, and all utilities supplied to its main studio and transmitter site. Licensee shall provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and, subject to Section 5, shall be responsible for the salaries, taxes, insurance and related costs for all such personnel.

10. Call Signs. During the Term, Licensee shall retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station and shall ensure that proper station identification announcements are made with such call letters in

accordance with the FCC Rules. Programmer shall include in the Programs it delivers for broadcast an announcement to identify such call letters at the beginning of each hour, as well as any other announcements required by the FCC Rules.

11. Handling of Station's Communications. Licensee or Programmer, as appropriate, shall receive and handle mail, faxes, telephone calls and email from members of the public; provided, however, in all communications with the public, Programmer shall clearly indicate that it is not the Licensee of the Station.

12. Maintenance. During the Term, Licensee shall maintain the operating power of the Station and shall repair and maintain, or ensure the repair and maintenance of, the Station's towers and transmitter site and equipment consistent with its past practice.

13. Facilities. During the Term, Licensee shall provide Programmer access to space at Licensee's studio and offices for the Station (for purposes of providing the Programs) as is reasonably necessary for Programmer to perform its obligations under this Agreement. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's management personnel and shall not act contrary to the terms of any lease for the premises. Programmer further agrees that it shall not (i) cause to exist any lien, claim or encumbrance on the premises due to any action or inaction by Programmer or (ii) unreasonably interfere with the business and operation of the Station or Licensee's use of the premises. This Section does not constitute a grant of any real property interest to Programmer.

14. Trade Secrets and Proprietary Information. In the event that: (a) any trade secrets or other proprietary information of Programmer in connection with this Agreement become known to Licensee, and (b) such trade secrets and/or proprietary information are not otherwise available in the public domain or known publicly through no fault of Licensee, Licensee agrees to maintain the confidentiality of such trade secrets and/or proprietary information and not to use or disclose any such trade secrets and/or proprietary information without the prior written consent of Programmer (except as required by law, rule or regulation, or by order of any government agency or court); provided that Licensee shall not be bound by the foregoing restriction to the extent that use or disclosure of such information is necessary or appropriate in connection with the performance of its obligations hereunder. In the event that: (a) any trade secrets or other proprietary information of Licensee in connection with this Agreement become known to Programmer, and (b) such trade secrets and/or proprietary information are not otherwise available in the public domain or known publicly through no fault of Programmer, Programmer agrees to maintain the confidentiality of such trade secrets and/or proprietary information and not to use or disclose any such trade secrets and/or proprietary information without the prior written consent of Licensee (except as required by law, rule or regulation, or by order of any government agency or court); provided, that Programmer shall not be bound by the foregoing restriction (x) to the extent that use or disclosure of such information is necessary or appropriate in connection with the performance of its obligations hereunder and (y) after the Closing (as defined in the Purchase Agreement) with respect to any such information that is part of the Assets (as defined in the Purchase Agreement) or otherwise relates to the Station. The provisions of this Section will survive any termination of this Agreement for a period of three (3) years thereafter.

15 Payola and Conflicts of Interest. Each of Programmer and Licensee agrees not to, and to use reasonable efforts to cause its employees who have the ability to cause the broadcast of programs and/or commercial matter on the Station not to, accept any consideration, compensation or gift or gratuity of any kind whatsoever, regardless of its value or form, including 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, Licensee and merchants or advertisers, in consideration for the broadcast of any matter on the Station unless the payer is identified, in the broadcast for which Consideration was provided, as having paid for or furnished such Consideration, in accordance with Sections 317 and 507 of the Communications Act, 47 U.S.C. §§ 317 and 508, and the FCC Rules.

16 Programmer's Compliance with Law. Programmer agrees that, throughout the Term, Programmer shall comply in all material respects with all laws, rules, regulations and policies applicable to the functions performed by it in connection with the Station, including meeting equal employment opportunity requirements with respect to Programmer's employees performing duties in connection with the Stations.

17 Representations. Programmer and Licensee each represents and warrants 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 or 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.

18 Termination. This Agreement shall terminate automatically upon the expiration of this Agreement pursuant to Section 1. If the Licensee or Programmer wish to extend this Agreement, the party must notify the other in writing five (5) days prior to the expiration date. Neither party is required to extend the Agreement. In the event of any expiration or termination of the Purchase Agreement, Licensee and Programmer each shall have the right to terminate this Agreement by written notice thereof to the other.

19. Events of Default.

(a) The occurrence of any of the following shall be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to make timely payment of any undisputed amounts provided for in Section 5 of this Agreement and such failure remains uncured for three (3) business days after Programmer receives notice thereof; (ii) Programmer fails to observe or perform its obligations contained in this Agreement in any material respect; or (iii) Programmer breaches any representation and warranty made by it under this Agreement in any material .

(b) The occurrence of the following shall be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform its obligations contained

in this Agreement in any material respect; or (ii) Licensee breaches any representation and warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default shall not be deemed to have occurred until fifteen (15) 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, if applicable, 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 other than at Closing (as defined in the Purchase Agreement) under the Purchase Agreement, 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 Programs due to facility maintenance, repair or modification or any reason out of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder.

20. Accounts Receivable Upon Termination. If this Agreement is terminated for any reason, Programmer shall retain any receivables earned by the Programmer.

21. Indemnification. Programmer shall indemnify and hold Licensee harmless from and against any and all liability (a) for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy, infringement of copyrights or proprietary rights, or failure to comply with applicable law, arising from or relating to the broadcast of any material furnished by Programmer for broadcast on the Station or (b) arising from or relating to any Event of Default by Programmer under this Agreement. Licensee shall indemnify and hold Programmer harmless against any and all liability (a) for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy, infringement of copyrights and proprietary rights, or failure to comply with applicable law, arising from or relating to the broadcast of Licensee's programming on the Station or (b) arising from or relating to any Event of Default by Licensee under this Agreement. The obligations under this Section shall survive any termination of this Agreement.

22. No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a corporate or joint venture between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as an agent of or otherwise represent any other party to this Agreement.

23. Certifications. Licensee certifies that it maintains and will continue to maintain ultimate control over the Station's facilities, including specifically ultimate control over the Station's finances, personnel and programming as provided herein. Programmer certifies that the arrangement contemplated by this Agreement complies with the provisions of Section 73.3555(a) (1) of the FCC's rules.

24. No Finder. No broker, finder or other Person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of the parties.

25. Successors and Assigns. Neither party may assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. Licensee shall not unreasonably withhold consent to an assignment by Programmer to a permitted assignee of the Purchase Agreement, but no assignment shall relieve Programmer of any obligation or liability under this Agreement. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their successors and permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

26. Modification and Waiver. No modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such modification or waiver is asserted, and no failure to exercise any right, power, or privilege hereunder shall operate to restrict the exercise of the same right, power, or privilege upon any other occasion or to restrict the exercise of any other right, power, or privilege upon the same any other occasion. The rights, powers, privileges, and remedies of the parties hereto are cumulative and are not exclusive of any rights, powers, privileges, or remedies which they may have at law, in equity, by statute, under this Agreement, or otherwise.

27. Severability. If any provision in this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision, unless a party is deprived of a benefit of this Agreement in any material respect. If necessary to comply with applicable law (including compliance with changes in the FCC's ownership rules), the parties shall modify this Agreement to effect compliance without depriving either party of the benefits of this Agreement in any material respect, unless such a modification is not possible, in which event this Agreement may be terminated by either party by written notice to the other, effective when compliance is required (after taking into account any grandfathering or grace period). In the event that this Agreement is terminated pursuant to the preceding sentence, then Licensee and Programmer shall work

together, in a manner consistent with all applicable laws and regulations, to take all commercially reasonable steps to assure that programming and operating activities are transferred to and assumed by Licensee in an orderly manner and that the business and operations of the Stations are maintained and continued and the value of the Stations is preserved. The obligations of the parties under this Agreement are subject to the FCC Rules and other applicable laws. The parties agree that a copy of this Agreement shall be filed with the FCC in connection with the transactions contemplated under this Agreement.

28. Notices. All notices, demands, requests, or other communications which may or are required to be given or made by any party to any party pursuant to this Agreement shall be in writing by email and/or shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or delivered by overnight air courier, and shall be deemed to have been duly delivered and received on the date marked on the receipt as received if mailed by registered or certified mail, postage prepaid and return receipt requested, and on the day of delivery by a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, addressed as follows:

If to Programmer: Robert Bittner
 Bob Bittner Broadcasting, Inc.
 P.O. Box 308
 Bath, ME 04530

If to Licensee: Alexander G. Langer
 Langer Broadcasting Group, LLC
 c/o 100 Mount Wayte Avenue
 Framingham, MA 01702

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

Allan G. Moskowitz, Esq
10845 Tuckahoe Way
North Potomac, MD 20878
(301) 908-4165
Amoskowitz@amoskowitzlaw.com

29. Miscellaneous. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. The headings are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement. Any schedules attached hereto are an integral part of this Agreement with the same force and effect as if set forth in full in the text of the Agreement. This Agreement is not intended to be, and shall not construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof, and there are no other agreements, representations, or understanding, oral or written, between them with respect thereto. No party shall be deemed the drafter of this Agreement, and if this Agreement is construed by a court of law such court should not construe this Agreement or any provision against any party as its drafter.

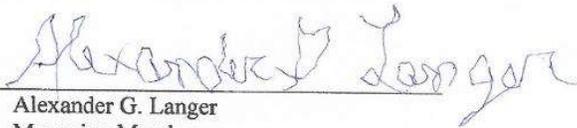
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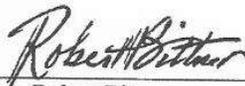
SIGNATURE PAGE TO LOCAL PROGRAMMING AGREEMENT

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

LICENSEE: LANGER BROADCASTING GROUP, LLC

By: 
Alexander G. Langer
Managing Member

PROGRAMMER: BOB BITTNER BROADCASTING, INC.

By: 
Robert Bittner
President