

LOCAL MARKETING AGREEMENT

THIS **LOCAL MARKETING AGREEMENT** (this "Agreement") is made as of March 3, 2021, by and between Mondy Burke Smith Broadcasting Network, an Arkansas general partnership ("Licensee"), and Broadcast Industry Group, LLC, an Arizona limited liability company ("Programmer"). This Agreement will take effect March 15, 2021.

Recitals

The purpose of this contract is so that Broadcast Industry Group, LLC can enter into a temporary **Local Marketing Agreement** with Mondy Burke Smith Broadcasting Network which will conclude on closing after Federal Communications Commission's (FCC) approval or determination of purchase.

A. Licensee owns and operates the following radio Stations (the "Stations") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

KCAT(AM), Pine Bluff, Arkansas (FIN: 30138)
K224FN, Pine Bluff, Arkansas (FIN: 200499)

B. Licensee desires to obtain programming for the Stations and Programmer desires to provide programming for broadcast on the Stations, on the terms set forth in this Agreement and pursuant to the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder (collectively, "Communications Laws").

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 the date hereof and will continue until the date Closing on the Purchase thereafter, unless earlier terminated in accordance with the terms of this Agreement or extended by mutual written agreement.

2. Programming. During the Term, Programmer shall purchase from Licensee airtime on the Stations 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 Stations 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 Stations' transmitting facilities in a manner that ensures that such LMA Programming meets the technical and quality standards at least equal to those of the Stations' broadcasts prior to commencement of the Term. Notwithstanding anything herein to the contrary, the Stations shall continue to broadcast any programming required to be aired under the terms of the Stations' contracts and agreements existing on the date of this Agreement.



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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 terms of this Agreement.

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 Stations' 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.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power, and control over the operation of the Stations and over all persons working at the Stations during the Term. Without limiting the generality of the foregoing, Licensee will retain control over the policies, programming, and operations of the Stations, and for complying with the Communications Laws, including the employment of Licensee employees for the Stations consistent with the Communications Laws.

(b) Nothing contained herein shall prevent Licensee from rejecting or refusing programs which Licensee believes to be contrary to the public interest, or 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.

(c) Without limiting this **Section 7**, Licensee reserves the right to: (i) refuse to broadcast any LMA Programming containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the Communications Laws, (ii) preempt any of the LMA Programming 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.

(d) Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any of the LMA Programming 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.

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

9. LMA Programming.

(a) Programmer shall ensure that the content of the LMA Programming conforms to all Communications Laws, including, without limitation the Communications Laws relating to sponsorship identification and political advertising. 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 Communications Laws 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.

(c) Programmer shall be solely responsible for the salaries, payroll taxes, insurance and related costs for all personnel used by Programmer in the production of LMA Programming and advertising sales, and for any publicity or promotional expenses incurred by Programmer. Programmer shall be directly responsible for all copyright fees attributable to the LMA Programming, including fees charged by any programming provider, network or syndicator. Programmer also shall pay for any audience ratings service, marketing analysis, demographic studies or program consulting services it desires to utilize.

10. Licensee Expenses. During the Term, Licensee shall be solely responsible for payment, from its own account(s), of the direct and indirect operating costs not directly related to Programmer's use of the facilities of the Stations, including but not limited to:

(a) salaries, commissions, payroll taxes, insurance, benefits and related costs of all personnel employed by Licensee associated with the Stations ("Licensee Employee Expenses");

(b) income, gross receipts, excise, real estate, personal property and sales taxes related to the ownership of Licensee's assets, other than studios and transmitter sites, or the Stations' programming;

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(d) insurance premiums designed to cover loss or damage to the Stations' facilities as well as general liability insurance;

(e) costs and expenses (including legal costs and filing fees) incurred in connection with the Stations' compliance with the Communications Laws ("License Expenses"); and

(f) all annual FCC regulatory fees.

11. Call Signs. During the Term, Licensee will retain all rights to the call sign of any of the Stations or any other call letters which may be assigned by the FCC for use by the Stations, and will ensure that proper station identification announcements are made with such call letters in accordance with the Communications Laws. 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 Stations and shall repair and maintain the Stations' towers and transmitter sites and equipment consistent with its past practice and as customary in the radio broadcast industry.

13. Facilities. Licensee shall provide Programmer with its owned premises used as the main studios for the Stations as of the date of this Agreement. If Programmer independently maintains main studios for the Stations, Licensee may request during the Term and Programmer shall, at Programmer's sole cost and expense, provide Licensee access to and the use of such space and facilities as is reasonably necessary for Licensee to carry out its duties as licensee of the Stations in compliance with FCC rules and exercise its rights and perform such duties under this Agreement. When on premises of the other party, Programmer or Licensee personnel shall not act contrary to the terms of any lease for the premises.

14. Representations. Programmer and Licensee each represent and warrant to the other that he, she or it: (a) has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (b) is in good standing in the jurisdiction of its organization, or is duly qualified by the court appointing he or she, and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (c) has duly authorized this Agreement, and this Agreement is binding upon he, she or it, and (d) the execution, delivery, and performance by he, she or 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 he, she or it is a party or by which he, she or it is bound.

15. APA. The parties are simultaneously entering into an Asset Purchase Agreement (the "APA"). This Agreement shall automatically terminate upon Closing under the APA without need for further action by any party. If the APA terminates, then Programmer or Licensee may terminate this Agreement by written notice to the other party and this Agreement shall be null and void and neither party shall have any obligation to the other except for any unpaid fees.

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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, return the parties to the *status quo ante*, and to return to Programmer any equipment that Programmer has installed, at Programmer's expense, for operation of the Stations. 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. Remedies Upon Event of Default.

(a) Upon the expiration of any applicable grace period provided under **Section 16** hereof, if any, related to an Event of Default under **Section 16** hereof, Licensee shall have the right to declare an Event of Default under this Agreement. Upon declaration by Licensee of an Event of Default hereunder, Licensee shall have the right to exercise any of its rights and remedies provided for under this Agreement, including without limitation the following:

(i) the right to terminate this Agreement and not have any further obligation to Programmer, including without limitation, (A) no obligation to return any amounts paid by Programmer under this Agreement and (B) no obligation to make available to Programmer any further broadcast time or broadcast transmission facilities at the Stations, and

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(ii) the right to declare immediately due and payable all amounts accrued or payable to Licensee by Programmer but not yet paid in full under this Agreement up to the termination date, *plus* Licensee's reasonable attorneys' fees and expenses in the event that it is the prevailing party in litigation arising from such claimed default.

(b) Upon the expiration of any applicable grace period provided under **Section 16** hereof, if any, with respect to an Event of Default under **Section 16** hereof and provided that Programmer is not otherwise in breach or default of this Agreement, if applicable, then Programmer shall have the right to terminate this Agreement by sending Licensee a written Notice of Termination. Upon declaration by Programmer of an Event of Default hereunder and after delivery of such Notice of Termination, Programmer shall have the right to exercise any of its rights and remedies provided for under this Agreement, including without limitation the following:

(i) Programmer shall have no further obligation to make payments under this Agreement except for amounts due and owing for obligations or liabilities incurred prior to the date of Programmer's Notice of Termination; and

(ii) Programmer shall have the right to any amounts that may be due and payable by Licensee under this Agreement.

18. Liabilities Upon Termination. Upon the effective date of the termination of this Agreement, whether by operation of default, expiration or otherwise:

(a) Licensee shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities. Programmer shall solely be responsible for all of its liabilities, debts and obligations to third-parties incident to the LMA Programming, including without limitation accounts payable. Subject to the other portions of this paragraph, so long as this Agreement is not terminated as a result of Programmer's breach or default, Licensee agrees that it will cooperate reasonably with Programmer to discharge in exchange for reasonable compensation any remaining obligations of Programmer in the form of air time following the termination of this Agreement.

(b) Programmer shall return to Licensee any of Licensee's equipment and property used by Programmer, its employees or agents, in substantially the same condition as such equipment or property existed as of the date hereof, ordinary wear and tear excepted.

(c) No expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under **Section 19** hereof or limit or impair any party's rights to receive or make payments due and owing in accordance with this Agreement on or before the date of such termination.

19. 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

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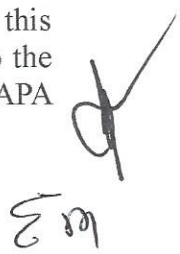
proprietary rights, and any other violation of third party rights, Communications Laws, or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all claims, losses, costs, liabilities, damage, FCC forfeitures, and expenses (including court costs and reasonable attorneys' fees) arising from the broadcast of Licensee's Programming on the Stations, 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 Communications Laws or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

20. 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' 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.

21. 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 Communications Laws and all other applicable laws. The parties agree that Licensee shall place a copy of this Agreement in the Stations' FCC online public inspection files, where applicable.

22. 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 APA (or to such other address as any party may request by written notice).

23. 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. No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement will operate as a waiver of that right or power, nor shall any single or partial exercise of any such right of power; nor shall any single or partial exercise of any such right of power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right of power. 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 State of Arkansas without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) and the APA

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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.

24. Force Majeure and Facilities Upgrades. The failure of either party hereto to comply with its obligations under this Agreement due to: (a) 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 Stations' operating parameters, or (b) 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.

25. Certifications. Licensee certifies that it maintains ultimate control over the Stations' facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Section 73.3555(a).

26. 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 26** shall constitute a material breach by Programmer, for which Licensee may immediately terminate this Agreement.

27. 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]




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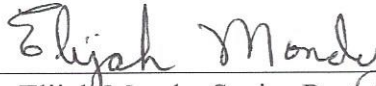
SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT

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

PROGRAMMER: BROADCAST INDUSTRY GROUP, LLC

By: 
Name: J. Taylor Brantlinger
Title: General Partner / Member

LICENSEE: MONDY BURKE SMITH BROADCASTING NETWORK

By: 
Elijah Mondy, Senior Partner



SCHEDULE A TO LMA

Programmer shall pay Licensee the following fee (the "Basic Fee") each month during the Term: the sum of Five Hundred Dollars (\$500.00) per month, except that the Basic Fee for any partial month shall be prorated.

The Basic Fee is due in advance on the first business day of each month, except that the Basic Fee for the first month of the Term shall be paid within ten (10) business days of the date of full execution of this Agreement.

In addition to the Basic Fee, Programmer shall reimburse Licensee the amount of the reasonable expenses exceeding the base fee ("Reimbursed Expenses") that Licensee actually incurs, including, but not limited to, the following:

1. Studio and Transmitter Site Expenses; and
2. License Expenses;

Licensee shall deliver a statement in reasonable detail with back-up documentation for all such Reimbursed Expenses. Provided Licensee has delivered to Programmer such a statement and documentation, Programmer shall reimburse to Licensee such documented Reimbursed Expenses within thirty (30) days.

Studio and Transmitter Site Expenses shall include the costs of maintaining access to the Stations' studios and transmitter sites, including any real property taxes and utilities for the Stations' operations at such transmitter sites.

License Expenses shall include, but are not limited to, FCC application fees for applications requested by Programmer for call sign changes, license applications, auxiliary and studio-transmitter link applications, and regulatory fees relating to the Stations. Reimbursable legal fees of Licensee shall be only those fees incurred by Licensee for the review and filing of such requested applications, responses to FCC inquiries and submissions to the FCC required by the Communications Laws and which are reasonably required and/or customary in FCC practice to secure the granting of the applications requested by Programmer (and not any other stations licensed to Licensee, and excluding FCC ownership reports).

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