

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of June 23, 2021 by TWILIGHT BROADCASTING, INC., a Pennsylvania limited liability company, (the "Licensee"), and XMT ENTERTAINMENT L.L.C., a Arizona limited liability company ("Programmer").

RECITALS

A. The Licensee own and operate the following radio stations (the "Stations") pursuant to certain licenses, authorizations and approvals issued by the Federal Communications Commission ("FCC"):

WXMT(FM), Smethport, PA (Facility Id. No.: 21195);

WXMT-FM1, Bradford, PA (Facility Id. No.: 198832);

(collectively, the "Stations").

B. Pending the FCC's consent to and consummation of the transactions contemplated by an asset purchase agreement between Licensee and Programmer, dated even date hereof (the "APA"), Licensee desires to obtain programming for its respective Stations, and Programmer desires to provide programming for broadcast on the Stations 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 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 will begin on the date hereof (the "Commencement Date") and will continue for a period of twelve (12) months thereafter (the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement). This Agreement will automatically renew for additional twelve (12) month terms (each a "Renewal Term"), unless a party provides the others with written notice of its intent not to renew not less than ninety (90) days prior to the end of the Term. The Initial Term and all Renewal Terms are the "Term" of this Agreement.

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on their respective Stations (including the primary and any secondary program streams and ancillary uses) for programming provided by Programmer (the "Programs") for broadcast twenty-four (24) hours per day, seven (7) days per week, excluding at a Licensee's option the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the "Broadcasting Period"). During the Term, Programmer will transmit the Programs to the Stations' transmitting facilities and Licensee shall broadcast the Programs on the Stations, subject to the provisions of Section 5 below.

3. Advertising; Collection of Accounts Receivable. During the Term, Programmer: will be exclusively responsible for the sale of advertising on the Stations and for the collection of accounts receivable ("Receivables") arising therefrom; provided that any Receivables collected by Programmer for advertising aired by a Licensee prior to the Commencement Date shall be remitted to the applicable Licensee. Programmer shall timely bill, collect and deposit in the Stations' accounts in the ordinary course of business, as such was conducted prior to the date

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hereof. Except as otherwise provided in this Section 3, Programmer shall be entitled to the Receivables outstanding as of the Commencement Date.

4. Payments. For the broadcast of the Programs 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. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any of their respective Stations' contracts and agreements and Programmer shall perform the obligations of the applicable Licensee thereunder, to the extent of the benefits received.

5. Control.

5.1 Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of its Station(s) and over all persons working at its Stations during the Term. Licensee shall bear responsibility for its Stations' compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations and policies of the FCC (the "FCC Rules") and all other applicable laws.

Without limiting the generality of the foregoing, Licensee will: employ at least one fulltime manager, who will report to Licensee and will direct the day-to-day operations of Licensee's Stations, and retain control over the policies, programming and operations of its Station(s).

5.2 Nothing contained herein shall prevent any Licensee from (i) rejecting or refusing programs which the Licensee believes to be contrary to the public interest, or (ii) substituting programs which the 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 reserve 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. If a Licensee preempts, rejects or otherwise refuses to broadcast any Program, then the Licensee shall broadcast substitute programming of equal or greater value to Programmer.

5.3 Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions and Part 11 of the FCC's Rules. Licensee shall deliver to Programmer, and Programmer shall deliver to Licensee, a copy of any letters of complaint such Licensee or Programmer, as the case may be, receives with respect to Licensee's Stations and Licensee shall include such letters in the affected Stations' public inspection files as appropriate.

5.4 Licensee shall be responsible for complying with FCC Rules and policies, including without limitation by (a) maintaining its Stations' logs, public inspection file and political file; (b) preparing all required FCC forms and reports; and (c) receiving and responding to inquiries from the FCC or the public regarding its Station(s). Programmer shall cooperate with Licensee in such compliance, including without limitation by providing all information regarding Programmer's programming and operations necessary or advisable to complete all required reports.

6. Programs.

6.1 Licensee acknowledges that it is familiar with the type of programming Programmer currently produces or licenses and has determined that the broadcast of such programming on its Stations would serve the public interest. Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies in all material respects. Programmer shall consult with Licensee in the selection of the Programs to ensure that

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the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that their right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

6.2 Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charges, reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as 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 to the extent necessary to permit Licensee to comply with the political broadcast rules of the FCC.

6.3 During the Term, Licensee and Programmer will maintain music licenses with respect to the Stations and the Programs, as appropriate.

7. Expenses. During the Term, Programmer will be responsible for (a) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs supplied to Licensee, and (b) the costs of delivering the Programs to Licensee. Licensee will pay for the maintenance of all of such Licensee's studio and transmitter equipment and all other operating costs required to be paid to maintain its Stations' broadcast operations in accordance with FCC rules and policies and applicable law. Licensee will also pay for all utilities supplied to its main studio and transmitter site. Licensee will provide all personnel necessary for the broadcast transmission of the Programs over its Station(s) (once received at its transmitter site(s)) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel, provided, however, that Programmer shall pay the commissions earned by any Licensee's employees for the sale of advertising time on any Station from and after the Commencement Date.

8. Call Signs. During the Term, each Licensee will retain all rights to the call letters of its Station(s) or any other call letters that may be assigned by the FCC for use by its Station(s), 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 Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is authorized to use such call letters in its Programs and in any promotional material in any media used in connection with the Programs.

9. Maintenance. During the Term, Licensee shall maintain the operating power of its Station(s) at the maximum level authorized by the FCC for the Stations and shall repair and maintain its Stations' respective towers and transmitter sites and equipment in good operating condition.

10. Facilities. During the Term, Licensee shall provide Programmer access to and use of Licensee's studio and office facilities located in its Stations' markets (for purposes of providing the Programs). When on any Licensee's premises, Programmer shall not (a) act contrary to the terms of any lease for such premises, (b) permit to exist any lien, claim or encumbrance on the premises or (c) interfere with the business and operation of Licensee or such Licensee's use of such premises.

11. Representations. Programmer and Licensee each represent and warrant to the other that (a) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (b) Licensee and Programmer are in good standing in the jurisdiction of each of its organizations, (c) it has duly authorized this Agreement, and this

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Agreement is binding upon it, and (d) 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.

12. Termination. If this Agreement is not renewed in accordance with its terms, or is terminated sooner as provided herein, this Agreement shall expire at 11:59 pm on the last day of the then-current Term. This Agreement may be terminated during the Term hereof (a) upon mutual agreement of the parties; (b) due to an Event of Default by a party in accordance with Section 13 hereof; or (d) automatically upon the FCC's consent to and consummation of the transactions contemplated by the APA. 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*.

13. Events of Default.

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

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

13.3 Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) calendar days after a 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 providing such notice may terminate this Agreement (with respect to itself and the defaulting party), effective immediately upon written notice to the other parties.

14. Remedies Upon Default.

14.1 Upon termination by Licensee in the Event of Default by Programmer, the Licensee shall have no further obligation to Programmer, including without limitation, (a) no obligation to return any amounts paid by Programmer under this Agreement and no obligation to make available to Programmer any further broadcast time or broadcast transmission facilities at any of Licensee's Stations, and (b) 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* all of Licensee's costs of collection necessarily incurred, including without limitation Licensee's reasonable attorneys' fees and expenses.

14.2 Upon termination by Programmer in the Event of Default by Licensee, Programmer shall (a) have no further obligation to make payments under this Agreement to Licensee except for amounts due and owing for obligations or liabilities incurred prior to the date of Programmer's notice of termination; (b) be entitled to return of any and all payments made to Licensee by Programmer for broadcast time and broadcast facilities for periods subsequent to the termination date; and (c) be entitled to reimbursement from Licensee all of Programmer's costs of collection necessarily incurred, including without limitation Programmer's reasonable attorneys' fees and expenses.

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15. Indemnification.

15.1 Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Stations, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law.

15.2 Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of the Licensee's programming on its Station(s) at any time, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law.

15.3 The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "Claim"), but a failure to give or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby materially prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim, (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment, unless (y) the indemnifying party pays all amounts in full and (z) such judgment, settlement or compromise includes the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim, and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

16.4 The obligations under this Section shall survive any termination of this Agreement.

16. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed. 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

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SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE: TWILIGHT BROADCASTING, INC.

Name: Robert Lowe
Title: President

By: _____

 6/23/21

PROGRAMMER: XMT ENTERTAINMENT L.L.C.

Name: Ashley Midder
Title: Member

By: Ashley Midder

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SCHEDULE A

During the Term, Programmer shall reimburse Licensee on a monthly basis in arrears for all operating expenses of such Licensee's Stations incurred by such Licensee in the ordinary course of business and consistent with industry custom (taking into account this Agreement, the services provided hereunder, and any Station expenses paid directly by Programmer in performing this Agreement) for which a Licensee has submitted to Programmer a written reimbursement request supported by appropriate documentation of expenses (the "Reimbursable Expenses"). Such Reimbursable Expenses shall include, without limitation:

- (a) all maintenance, power, electric and other utility bills (*i.e.*, for gas and water) associated with the operation of the Stations' transmission and tower facilities;
- (b) maintenance, telephone, insurance, internet and cable expenses associated with the Stations' main studios;
- (c) income, gross receipts, excise, real estate, personal property and sales taxes related to the Stations' programming;

(d) all music licensing fees, including the fees of ASCAP, BMI and SESAC; and

(e) salaries, taxes, insurance and related costs for such Licensee's fulltime LMA employee at the Stations.

Programmer's payment to Licensee for the Reimbursable Expenses shall per paid no later than the 25th business day of every month.

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Earp Cohn P.C.
20 Brace Road, 4th Fl.
Cherry Hill, NJ 08034
Email: cward@earpcohn.com

If to Programmer: XMT ENTERTAINMENT L.L.C.
8 Chestnut Street
Bradford, PA 16701
Attn: Ashley Midder
Email: 1063wxmt@gmail.com

19. 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, modification 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 Commonwealth of Kansas 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.

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

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE:

TWILIGHT BROADCASTING, INC.

By: _____
Name: Robert Lowe

Title: President

PROGRAMMER:

XMT ENTERTAINMENT L.L.C.

By: *Ashley Midder*

Name: Ashley Midder

Title: Member