

## LOCAL PROGRAMMING AND MARKETING AGREEMENT

**THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT** (this “Agreement”) is made and entered into as of January 15, 2022, between **VP Broadcasting LLC**, a Pennsylvania limited liability company (“Licensee”) and **Major Keystone LLC**, a Pennsylvania limited liability company (“Programmer”).

### RECITALS

**WHEREAS**, Licensee holds the authorizations (“Station Licenses”) issued by the Federal Communications Commission (“FCC”) authorizing the operation of AM radio stations WEST, 1400 kHz, Easton, Pennsylvania (FCC Facility ID No. 36996), and WHOL, 1600 kHz, Allentown, Pennsylvania (FCC Facility ID No. 36987), and FM translator stations W258DV, Easton, Pennsylvania (FCC Facility ID No. 201440), and W295CR, 106.9 MHz, Allentown, Pennsylvania (FCC Facility ID No. 201551) (collectively, the “Stations” and individually, each is a “Station”); and

**WHEREAS**, Programmer has available radio programs that it desires to have broadcast on the Stations, and therefore desires to purchase airtime from Licensee for the broadcast of such programs; and

**WHEREAS**, Licensee has agreed to make available to Programmer airtime on the Stations and accept for broadcast the programs of Programmer on the terms and conditions set forth in this Agreement; and

**WHEREAS**, Licensee and Programmer, simultaneously with the execution of this Agreement, have entered into an Asset Exchange Agreement (the “Exchange Agreement”), pursuant to which Licensee has agreed to sell to Programmer, and Programmer has agreed to buy from Licensee, the Stations and associated assets, and Programmer has agreed to sell to Licensee, and Licensee has agreed to buy from Programmer, certain other broadcast radio stations and associated assets, as described therein under the terms and conditions set forth in the Exchange 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, agree as follows

**1. Agreement Term.** The term of this Agreement (the “Term”) shall commence at 12:01 a.m. EST on January 15, 2022 (the “Commencement Date”), and, unless terminated earlier pursuant to the provisions of this Agreement, shall end on the earliest of: (a) the Closing Date (as defined in the Exchange Agreement); (b) the date of termination of this Agreement in accordance with **Section 13**; and (c) twenty (20) days following the date of termination of the Exchange Agreement in according to its terms without a closing.

**2. Programmer’s Purchase of Airtime and Provision of Programming.** Beginning on the Commencement Date, Programmer agrees to purchase time on the Stations, and

Licensee agrees to broadcast, or cause to be broadcast, on the Stations, according to the terms hereof, programming designated and provided by Programmer (the “Program” or “Programs”) for broadcast on the Stations twenty-four (24) hours per day, seven (7) days per week, excluding the period from 5:00 a.m. to 6:00 a.m. each Sunday morning (“Broadcasting Period”). Programmer shall transmit, at its own cost, its Programs to the Stations’ transmitting facilities. Licensee may schedule downtime on the Stations for routine maintenance consistent with prior practice and upon 48 hours prior notice to Programmer.

**3. Broadcasting Obligations.** In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs delivered by Programmer during the Broadcasting Period specified in **Section 2** above, subject to the provisions of **Section 6** below. Notwithstanding anything herein to the contrary, (a) Programmer may (but shall not be obligated to) stream programming furnished hereunder on any of the Stations’ internet websites, and Programmer shall be entitled to all revenue therefrom, and (b) Licensee shall not include any programming furnished by Programmer hereunder in any internet streaming unless requested to do so by Programmer.

**4. Advertising Sales; Accounts Receivable.** Subject to Schedule A hereto, Programmer shall be exclusively responsible for the sale of advertising on the Stations and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenues of the Stations during the Term associated with Programmer’s Programs. All contracts for advertising on the Stations which may be entered into by Programmer shall terminate upon the termination of this Agreement.

**5. Payments.** In consideration of the execution of this Agreement by Licensee, and for the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer shall pay Licensee: (a) an “LMA Monthly Payment” as set forth on Schedule A attached hereto; and (b) “Reimbursement Payments” as set forth on Schedule B attached hereto.

**6. Operation, Ownership and Control of the Stations.**

**6.1. Authority; Right to Reject.** Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the permittee or licensee of the Stations, it shall have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term and shall retain control over the policies, programming and operations of the Stations. Licensee shall bear the responsibility for the Stations’ compliance with all applicable provisions of the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder (collectively, “Communications Laws”) and all other applicable laws, including Licensee oversight of the operations of the Station, which shall be the responsibility of the Member of Licensee. 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, except that Programmer shall receive a pro-rata credit against the LMA Monthly Payment for the time(s) during which programs of Programmer are not aired by Licensee.

**6.2. No Personal Attacks; Preemption.** 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 Communications Laws or the regulations and restrictions set forth in **Section 9**. Licensee further reserves the right to preempt any Program in the event of a local, state, or national emergency. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall broadcast substitute programming in its sole discretion.

**6.3. EAS; Correspondence.** Programmer agrees to cooperate with Licensee to ensure that Emergency Alert System transmissions are properly performed in accordance with Licensee’s instructions. Licensee reserves the right to delete any announcements that do not comply with the Communications Laws. Programmer shall immediately serve Licensee with notice and a copy of any correspondence it receives concerning any Program for Licensee review.

**6.4. No Discrimination.** Programmer shall not discriminate in advertising arrangements on the basis of race or ethnicity and all agreements for the sale of advertising shall include the following clause: “[Call Sign of Station] does not discriminate in the sale of advertising time, and will not accept advertising which is placed with the intent to discriminate on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate, or has the effect of discriminating, on the basis of race or ethnicity, is hereby declared null and void.” Programmer shall maintain internal policies for demonstrating compliance with the FCC’s nondiscrimination policy and shall exercise due diligence to ensure that all third party advertising arrangements contain a non-discrimination clause in compliance with the Communications Laws.

**6.5. No Payola/Plugola.** Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Stations, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter or programming with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy or announced in connection with the programming. Programmer shall at all times endeavor in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act of 1934, as amended.

**7. Authorizations and Signal; Call Sign.** During the Term, Licensee shall hold all licenses and other permits and authorizations necessary for the operation of the Stations as operated as of the Commencement Date (including licenses, permits and authorizations issued by the FCC), and such licenses, permits and authorizations shall be in full force and effect for the entire Term hereunder, unimpaired by any acts or omissions of Licensee, its principals, employees or agents. Programmer shall include in the Programs it delivers for broadcast an announcement at the beginning of each hour of such Programs to identify the FCC-designated call sign of the

Stations, as well as any other announcements required by the Communications Laws. Programmer is specifically authorized to use such call signs in its Programs and in any promotional material, in any media, used in connection with the Programs. At Programmer's request and expense, Licensee shall file with the FCC a request for a mutually-agreeable change in any of the AM Station's call signs (and if applicable, any of the translator Station's call signs) provided such call sign is available for association with such Station.

**8. 47 C.F.R Section 73.3555, Note 2(j)(3) Certifications.**

**8.1. Licensee Control.** Licensee hereby verifies that for the Term of this Agreement it shall maintain ultimate control over the Stations' facilities, including specifically control over the Stations' finances, personnel and programming, and nothing herein shall be interpreted as depriving Licensee of the power or right of such ultimate control.

**8.2. Compliance with 47 C.F.R. § 73.3555.** Programmer hereby verifies that the execution and performance of this Agreement complies with the FCC's restrictions on ownership set out in 47 C.F.R. Section 73.3555.

**9. Music Licenses.** During the Term, Programmer shall obtain and maintain in full force and effect in its own name all music licenses, including without limitation ASCAP, BMI, SESAC, GMR and SoundExchange ("Music Licenses") as are required for the Programs and as shall be required by the licensor of those Music Licenses.

**10. Programs.**

**10.1. Production of the Programs.** Licensee acknowledges that it is familiar with the type of programming Programmer produces and has determined that the broadcast of such programming on the Stations would serve the public interest. Programmer agrees that the contents of the Programs it transmits to Licensee shall conform to all applicable Communications Laws. Programmer agrees that it shall consult with Licensee in the selection of the Programs it transmits to Licensee to ensure that 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 its right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever, shall be and remain vested in Programmer.

**10.2. Political Time.** 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 Communications Laws related to political broadcasting. 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 time record keeping and lowest unit charge requirements of federal law. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the Communications Laws related to political broadcasting; provided, however, that revenues received

by Licensee as a result of any such release of advertising time during Programmer's Programs shall promptly be remitted to Programmer.

**11. Expenses.** During the Term, Programmer shall be responsible for: (a) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs supplied to the Stations; and (b) the costs of delivering the Programs to the Stations. Licensee shall be responsible for paying directly all other operating expenses, including but not limited to: (i) the salaries, taxes, insurance and related costs for the employees of Licensee; (ii) the costs of maintaining the Stations' access to the Stations' transmitter sites, including any property taxes, rent and/or utilities at the transmitter sites for the Stations ("Transmitter Site Expenses"); (iii) the costs of maintaining the Stations' equipment in operating condition, including any replacements thereof ("Equipment Expenses"); and (iv) expenses reasonably incurred to maintain the Stations' Licenses ("License Expenses" and collectively with the Transmitter Site Expenses, and Equipment Expenses, "Reimbursed Expenses" for the purposes of Schedule B). Each party shall be responsible for paying directly all income taxes relating to such party's earnings from this arrangement.

**12.** [Intentionally Omitted.]

**13. Events of Default; Termination.**

**13.1. Programmer's Events of Default.** The occurrence of any of the following shall be deemed an Event of Default by Programmer under this Agreement: (a) Programmer fails to make timely payments as provided for in **Section 5** of this Agreement; (b) Programmer fails to observe or perform any material obligation contained in this Agreement in any material respect; (c) Programmer breaches any material representation or warranty made by it under this Agreement in any material respect; or (d) if Programmer shall make an assignment for the benefit of creditors, generally not be paying its debts as they mature, admit its inability to pay its debts as they mature, or become insolvent or bankrupt.

**13.2. Licensee Events of Default.** The occurrence of the following shall be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to observe or perform any material obligation contained in this Agreement in any material respect; (b) Licensee breaches any material representation or warranty made by it under this Agreement in any material respect; or (c) Licensee's actions or inactions lead to the forfeiture or revocation of any of the Stations' Licenses by a Final Order (as commonly defined), or the suspension of the operation of either of the Stations for more than ten (10) consecutive days, unless the proximate cause for such suspension is due to the action or inaction of Programmer.

**13.3. Cure Period.** Notwithstanding the foregoing, an 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.

**13.4. Termination in the Event of Default.** Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to **Section 13.3**, the non-defaulting

party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

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

**13.5.1.** Licensee shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities. Programmer solely shall be responsible for all of its liabilities, debts and obligations to third-parties incident to the Programming, including without limitation accounts payable. Subject to the other portions of this section, 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.

**13.5.2.** 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.

**13.5.3.** 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 14** 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.

**14. Indemnification.** Programmer shall indemnify and hold Licensee harmless against any and all liability for libel, slander, illegal competition or trade practice, Communications Laws violations, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the Programs on the Stations. Licensee shall indemnify and hold Programmer harmless against any and all liability for libel, slander, illegal competition or trade practice, Communications Laws violations, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of its programming on the Stations. The obligations under this Section shall survive any termination of this Agreement for a period of one (1) year.

**15. Authority.** 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) 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; (c) it has duly authorized this Agreement, and this 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.

**16. Relationship of Parties.** Neither the Programmer nor Licensee shall be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

**17. Force Majeure.** The failure of either party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof or a force majeure or due to causes beyond such party's control, shall not constitute an Event of Default under **Section 13** of this Agreement and neither party shall be liable to the other party therefor. Programmer and Licensee each agree to exercise their respective best efforts to remedy the conditions described in this Section as soon as practicable.

**18. Subject to Laws.** The obligations of the parties under this Agreement are subject to the Communications Laws and all other applicable laws. The parties agree that Licensee and the Programmer may file a copy of this Agreement with the FCC and upload a copy in the Stations' and/or Programmer's online public inspection file.

**19. Certain Interpretive Matters and Definitions.** Unless the context otherwise requires: (a) all references to Sections, Schedules or Exhibits are to Sections, Schedules or Exhibits of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) each accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with generally accepted accounting principles as in effect on the date hereof; (d) "or" is disjunctive but not necessarily exclusive; (e) words in the singular include the plural and vice versa; and (f) all references to "\$" or dollar amounts will be to lawful currency of the United States of America.

**20. Assignability; No Third Party Rights.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement, in whole or in part, without prior written consent of the other party, which such consent shall not be unreasonably withheld, except: (i) Licensee may, without such consent, assign its rights and obligations under this Agreement to a person or entity that the FCC has approved to be the licensee of the Stations pursuant to an application on FCC Form 316 (a *pro forma* assignment or transfer of control), provided, however, that such assignment or transfer shall not release Licensee from its liabilities hereunder; and (ii) Programmer may, without such consent, assign its rights and obligations under this Agreement to an entity under common control with Programmer, *i.e.*, an entity to which Programmer could assign or transfer an FCC radio station authorization using FCC Form 316, provided, however, such assignment shall not release Programmer from its liabilities hereunder. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their 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 assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

**21. Modification and Waiver; Remedies Cumulative.** No modification of any provision of this Agreement shall be effective unless in writing and signed by all parties. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this

Agreement shall operate as a waiver of such right or power, nor shall any single or partial exercise of any such right or power or the exercise of any other right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

**22. Headings.** The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

**23. Governing Law.** The construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to the choice of law provisions thereof. Any action, suit or proceeding brought by any party to this Agreement relating to or arising out of this Agreement or any other agreement, instrument, certificate or other document delivered pursuant hereto (or the enforcement hereof or thereof) must be brought and prosecuted as to all parties in, and each of the parties hereby consents to service of process, personal jurisdiction and venue in, the state and Federal courts of general jurisdiction located in Pennsylvania.

**24. Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered and received on the date of personal delivery, or on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and shall be addressed to the following addresses, or to such other address as any party may request, as follows:

If to Licensee:

VP Broadcasting, LLC  
1125 Colorado Street  
Manistee, MI 49660  
Allentown, PA 18103  
Attention: Victor Martinez  
Telephone: (610) 434-4801

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

Allan G. Moskowitz, Esq.  
10845 Tuckahoe Way  
North Potomac, MD 20878  
Telephone: 301-908-4165



If to Programmer:

Major Keystone LLC  
PO Box 8531  
Allentown, PA 18105  
Attention: Patrick F. Cerullo  
Telephone: 484-221-2067

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

Marissa G. Repp, Esq.  
Repp Law Firm  
1629 K Street, N.W.  
Suite 300  
Washington, D.C. 20006-1631  
Telephone: 202-656-1619

**25. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart signature page to this Agreement by facsimile or e-mail shall be deemed sufficient to render this Agreement effective.

**26. Severability.** The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, 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.

**27. Termination of Prior LMA.** By this mutual written consent of the Parties, that certain Amended and Restated Local Programming and Marketing Agreement dated as of January 5, 2021 (the "Prior LMA"), is terminated as of the Commencement Date hereunder. Except as provided herein, after the Commencement Date, neither party to the Prior LMA shall have any liability to the other under the terms of the Prior LMA, except for any unpaid amounts as specified in the Prior LMA or any unpaid fees or payments due to third parties pursuant to the Prior LMA, which shall be promptly resolved by the responsible party. The indemnification provisions of each party to the Prior LMA shall survive this termination and continue after the Commencement Date as contemplated by the Prior LMA.

**28. Entire Agreement.** This Agreement and the schedules hereto embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

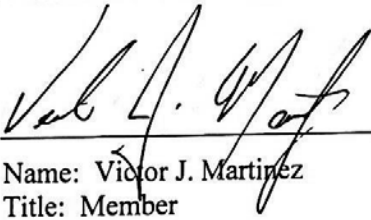
[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT**

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

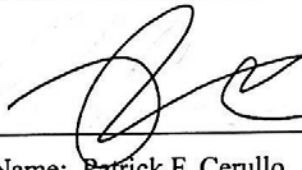
**LICENSEE:**

**VP BROADCASTING LLC**

By:   
Name: Victor J. Martinez  
Title: Member

**PROGRAMMER:**

**MAJOR KEYSTONE LLC**

By:   
Name: Patrick F. Cerullo  
Title: Member

Schedule A

LMA Monthly Payment

Beginning on the Commencement Date, and continuing during the Term, Programmer shall pay to Licensee monthly, pro-rated for any partial months, the “LMA Monthly Fee” as follows: FOUR HUNDRED DOLLARS (\$400.00) per month.

The LMA Monthly Fee shall be due by the seventh (7<sup>th</sup>) day of each calendar month, or if that day is a weekend or Federal or State holiday, the next business day, provided that, if the LMA Monthly Fee is not delivered by Programmer by the fifteenth (15<sup>th</sup>) day of each calendar month, then Programmer will owe Licensee a late fee of five percent (5%) (due with the next month’s payment).

## Schedule B

### Reimbursement Payments

Programmer promptly shall reimburse Licensee the amount of the reasonable Transmitter Site Expenses, Equipment Expenses and License Expenses (the “Reimbursed Expenses”) as they are incurred by Licensee during the Term. Licensee shall deliver a statement in reasonable detail with back-up documentation for all such Reimbursed Expenses, and Programmer shall pay Licensee such Reimbursed Expenses (the “Reimbursement Payments”) within ten (10) business days of receipt of such billing. License Expenses shall include, but are not limited to, FCC application fees for call sign changes, license applications, auxiliary and studio-transmitter link applications, and renewal applications, and regulatory fees relating to the Station. Reimbursable legal and engineering fees of the Licensee shall be only those fees incurred by Licensee for the review and filing of necessary 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 obtain and maintain the FCC Licenses for the Station (and not any other stations licensed to Licensee).