

## Re-Broadcast Agreement

This RE-BROADCAST AGREEMENT (this "Agreement") is effective as of July 1, 2022, by and between Kalamazoo Broadcasting Company, Inc. ("Licensee") and Quincy-Richard LLC ("Programmer").

WHEREAS, Licensee owns and operates Translator Station W286AU (Facility ID No. 150326) at Kalamazoo, Michigan (hereinafter the "Station"), pursuant to authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Licensee wishes to re-broadcast programming to be offered by Programmer; and

WHEREAS, Programmer desires to re-broadcast programming on Licensee's Station.

NOW THEREFORE, in consideration for their mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Programmer agree as follows:

1. Re-Broadcast Consent. Programmer agrees to feed its programming (the "Programming") to the Station, and Licensee agrees to re-broadcast the Programming via the Station. Licensee's re-broadcast of the Programming shall be without change, interruption or deletion except as, and to the limited extent that, an interruption is expressly required by FCC rules or regulations (e.g., to periodically identify the Station, to provide emergency information to the public, etc.). In order for the Licensee to remain in compliance with the rules and regulations of the FCC, there shall be no restrictions placed upon the Licensee's editorial discretion to present controversial community issue-oriented programming, special events programming, or emergency programming. The Licensee shall retain control, said control to be reasonably exercised, over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or announcements, the right to preempt any Program in order to broadcast a program deemed by the Licensee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of Michigan, and the rules, regulations, and policies of the FCC, including Section 310(d) of the Communications Act of 1934, as amended. Licensee shall utilize the facilities of the Station exclusively for the purpose of retransmitting the Programming and not for the transmission, broadcast or re-broadcast of any other programming. Programmer shall rebroadcast commercial station WAKV-AM on the Station. As such, the Station shall be considered a commercial FM translator station for purposes of FCC application fees and FCC regulatory fees.

2. Term. The term of this Agreement shall commence on July 1, 2022 (the "Commencement Date") and shall continue until July 1, 2025. Programmer, at its option, may extend the term for an additional three (3) years. The option right shall extend solely to the

term. The consideration to be paid during the extended term shall be subject to mutual agreement.

3. Consideration. As consideration for the re-broadcast of the Programming by Licensee, Programmer shall pay Licensee no later than the tenth day of each calendar month during the term hereof the sum of One Thousand Two Hundred Dollars (\$1,200). In addition, Programmer shall reimburse Licensee for its documented electrical utility costs to operate the Station.

4. Representations and Warranties. Each of the parties hereby represents and warrants to the other that it is legally qualified and has all requisite powers and capacity to enter into this Agreement; that its execution, delivery and performance of this Agreement shall not constitute a breach or violation of any agreement, contract, obligation, ordinance, regulation or order to which it is subject or by which it may be bound; that it has taken all necessary corporate and other action to make this Agreement legally binding on such party; and that the individual signing this Agreement on behalf of such party has been fully authorized and empowered to execute this Agreement on its behalf.

5. Indemnities. Each party will be responsible for any damages caused by the negligent acts, or failures to act, of itself or any of its representatives, employees, invitees, contractors, or agents. Each party hereby indemnifies and holds the other harmless from any and all claims, costs, expenses, damage, harm, and liabilities related to any such negligent action or inaction of the indemnifying party or arising out of that party's default under this Agreement, or any inaccuracy in the representations and warranties provided hereunder

6. Force Majeure. If any failure or impairment of facilities or any delay or interruption in the broadcast or re-broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast or re-broadcast, occurs due to causes beyond the control of either party, then such failure, impairment, delay or interruption, in and of itself, shall not constitute a breach of or an Event of Default (as defined below) under this Agreement and the party whose ability to perform its obligations is impaired will not be liable to the other party for any such failure, impairment, delay or interruption for the duration thereof.

7. Events of Default. An event of default (an "Event of Default") shall be deemed to occur if a party fails to perform an obligation of that party as specified herein, and such failure is not cured on or prior to the tenth (10) day after the defaulting party receives written notice of the breach from the non-defaulting party. Notwithstanding the foregoing, no fact or circumstance described in this paragraph will constitute an Event of Default if the existence of such fact or circumstance is proximately caused or contributed to in any material respect by any material breach by the other party of its obligations under this Agreement.

8. Termination. If an Event of Default shall occur, and remain uncured within the time period specified above, the non-defaulting party shall be entitled to terminate this Agreement by written notice delivered to the defaulting party. Notwithstanding the foregoing, if a party ceases doing business as a going concern, makes an assignment of its rights under this Agreement for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of its or of any substantial part of its assets or properties, or if it or its principals shall take any action looking to its dissolution or liquidation, then, in any such event, the other party shall be entitled to terminate this Agreement forthwith.

9. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of the other party, or (ii) if sent by telecopy or facsimile machine to the number shown below, on the date of such confirmed facsimile or telecopy transmission, provided a copy is also sent by commercial overnight delivery service, prepaid, or by deposit in accordance with this Section of a change of address or change of telecopy number:

If to Programmer: Eric Mills, Managing Member  
Quincy-Richard LLC  
3380 Fairlanes Avenue, SW  
Suite 2  
Grandville, MI 49418

With a copy to: Cary S. Tepper  
Tepper Law Firm, LLC  
4900 Auburn Avenue  
Suite 100  
Bethesda, MD 20814-2632

If to Licensee: William E. Kuiper, Jr., Vice President  
Kalamazoo Broadcasting Co., Inc.  
399 Garfield Avenue  
Grand Rapids, MI 49504

With a copy to: Aaron Shainis  
Shainis & Peltzman, Chartered  
1850 M Street, NW

Suite 240  
Washington, DC 20036

10. Assignment. No assignment of this Agreement or the rights created hereby will be effective without the prior written consent of the non-assigning party, such consent not to be unreasonably withheld, conditioned or delayed.

11. Modification and Waiver. No amendment, supplement or modification of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement of any such amendment, supplement or modification is sought, and then such amendment, supplement or modification shall be effective only in the specific instance and for the purpose for which given.

12. Construction. This Agreement shall be governed, construed and enforced in accordance with the rules, regulations, and policies of the FCC and the Communications Act of 1934, as amended and the laws of the State of Michigan. In the event this type of contractual relationship is later deemed improper or illegal under FCC rules and policies, this Agreement shall terminate without penalty.

13. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature(s) on each such counterpart were upon the same instrument. This Agreement shall be effective as of the date first above written.

14. No Partnership or Joint Venture Created. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties or to afford any rights to any third party other than as expressly provided herein. Neither Licensee nor Programmer shall have any authority to create or assume in the name or on behalf of the other party any obligation, express or implied, or to act or purport to act as the agent or legally empowered representative of the other party hereto for any purpose.

15. Severability. Whenever possible, each provision of this Agreement will be interpreted so as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise affecting the remainder of such provision or the remaining provisions of this Agreement.

16. Legal Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, personal representatives, successors and permitted assigns.

17. Miscellaneous. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. This Agreement

supersedes all prior negotiations, understandings and agreements between the parties with respect to the subject matter hereof and may not be altered, changed, amended or modified except by a writing signed by each of the parties hereto. If a formal legal proceeding is instituted by a party to enforce that party's rights under this Agreement, the prevailing party in the proceeding shall be reimbursed by the other party for its reasonable costs incurred thereby, including, but not limited to, reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first set forth above.

PROGRAMMER:

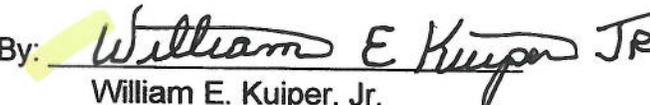
**QUINCY-RICHARD LLC**

By:   
Eric Mills  
Managing Member

Dated: June 29, 2022

LICENSEE:

**KALAMAZOO BROADCASTING CO., INC.**

By:   
William E. Kuiper, Jr.  
Vice President

Dated: June 29, 2022