

LOCAL MARKETING AGREEMENT

This Agreement which is made and entered to be effective the 22nd day of June, 2022, by and between **Brenda Clark Webb** (hereinafter, "Licensee"), licensee of Low Power Television Stations WSFG-LD, Facility No. 168769, Berry, AL, and WSSF-LD, Facility No 168770, Fayette, Alabama (hereinafter, "Stations"), and **Center Point Broadcasting Company LLC**, a company in the State of Nevada (hereinafter, "Programmer"). This Agreement may be assigned to an existing corporation or a corporation yet to be formed. The parties agree as follows:

WHEREAS, Licensee is the licensee and operator of Low Power Television Stations WSFG-LD, operating on television channel 31 and WSSF-LD operating on television channel 15; and

WHEREAS, Licensee is engaged in the business of television broadcasting on the Stations, which have available broadcasting time; and

WHEREAS, Programmer desires to avail itself of time on the Stations for the broadcast of programming and the sale of advertising time;

NOW, THEREFORE, in consideration of the above premises and the covenants and agreements contained herein, Licensee and Programmer agree as follows:

1. Programmer shall at Programmer's sole expense provide to Licensee programming for the Stations and shall deliver such Programming at Programmer's sole expense to the Stations' transmission facilities.

2. The term ("Term") of this Agreement shall begin on March 2, 2022 and shall conclude on January 1, 2023 or upon approval of the stations' transfer of control to Programmer, unless otherwise terminated earlier under the following provisions:

A. This Agreement may be terminated at any time by written mutual consent.

B. This Agreement may be terminated by the Licensee at will as required by the FCC. All conditions, representations, and warranties as to the Licensee shall survive any termination of this agreement. This Agreement may be terminated by either party so long as the party seeking to terminate is not in material default or breach hereof, upon the occurrence of any of the following:

(1) In the event this Agreement is declared invalid or illegal in whole or substantial part by ruling, order, or decree of an administrative agency or court of competent jurisdiction and such ruling, order or decree has become final and no longer subject to further administrative or judicial review and the parties cannot, after using their respective best efforts, modify this Agreement to make the invalid or illegal portions comply with such ruling, order or decree;

(2) In the event of a material change or clarification in Federal Communications Commission ("FCC") rules and/or policies which, in the opinion of communications counsel for Licensee, results in this Agreement being violative of such rules or policies, and the parties cannot, after using their respective best efforts, modify the Agreement to comply with the FCC rules and policies so as to continue this Agreement in substantially the same form without material economic detriment to either party.

3. Licensee agrees to make Stations' broadcast transmission facilities available to receive Programmer's program and to broadcast, or cause to be broadcast, over the Stations Programmer's program(s) up to twenty-four (24) hours per day, seven (7) days per week, provided, however, that the Licensee has the sole and absolute right to preempt or discontinue any program presented.

4. While this Agreement is in effect, Licensee hereby grants the use of the accounts receivable as outlined in paragraph 7 herein.

5. Programmer agrees to pay all operating expenses each and every month for the term of this agreement beginning with the effective date of this Agreement.

6. Licensee has been advised by Programmer of its intended format on the Stations, and Licensee has determined that the broadcast of such programming on the Stations will serve the public interest. Programmer may change the format of the programming being provided with notice to the Licensee. During the term of this Agreement, Programmer agrees to abide by the rules and regulations imposed on broadcast Stations in the United States. This and all provisions of this agreement shall survive any termination as to Licensee.

7. Programmer shall collect any and all accounts receivable arising from the sale of advertising (including the provisions in Paragraph 18B) within programming provided by Programmer under this Agreement, and such receipts and accounts are the sole property of Programmer. Programmer has the right to use said accounts receivable during the term of the agreement.

8. [BLANK]

9. [BLANK]

10. Programmer shall, under the supervision of the Licensee and at Programmer's sole expense maintain and operate the Stations' transmission facilities in accordance with FCC Rules and Regulations and the terms of the Stations' licenses. Programmer shall be responsible for the payment of the annual FCC regulatory fees.

11. Programmer will not be required to assume the performance of any of Licensee's contracts and leases pertaining to the Stations; however, Programmer shall be responsible for payment of the Station's tower lease as it comes due. Programmer agrees to broadcast all advertising time for which contracts have been in force prior to the effective date of this Agreement, but which are to be performed after the effective date. All proceeds from such

advertising will be for the benefit of Programmer. Programmer will not enter into any agreements, leases or contracts which would bind Licensee in any way.

12. Licensee and Programmer acknowledge that they are independent entities, and are not partners, joint-ventures, or agents of one another pursuant to this Agreement. Neither Licensee nor Programmer is authorized to bind the other without the other's expressed written consent. Programmer may contract with local and/or national sales representatives for the purpose of selling advertising which is carried during the programming it provides to the Licensee, and Programmer shall be solely responsible for any compensation due to such representatives.

13. Programmer shall employ and be responsible for the salaries, taxes, insurance, and related costs for all personnel used in the production and broadcast of Programmer's programming. Licensee will provide and be responsible for its personnel and will be responsible for the salaries, taxes, insurance and related costs for same.

14. Programmer shall maintain performance licenses with ASCAP, BMI, SESAC, and, if necessary, GMR, and shall pay all fees rendered by them as a result of music broadcast over the Station.

15. Notwithstanding anything to the contrary in this Agreement, Licensee will have full authority, power, and control over the operations of the Stations during the term hereof. Licensee will bear the responsibility for the Stations' compliance with all applicable provisions of the Communication Act of 1934, as amended, the rules, regulations, and policies of the FCC and all other applicable laws. Licensee will provide and pay for such employees as it may desire, including the Chief Operator of the Stations, who will report to and be accountable solely to Licensee of the Stations, including the right to preempt any of the programming provided by Programmer. Licensee shall also have the full right and authority to do all things necessary to comply with the laws of the United States and the State of Alabama.

16. [BLANK]

17. Programmer agrees to allow its employees to cooperate with Licensee to conduct and receive EBS/EAS tests for the Stations, monitor the Stations' transmitter performance, observe daily Stations' tower lighting and maintain a log of such activities. Programmer's employees shall make every effort to notify Licensee of any discrepancies with regard to same and shall supply any logs of such activities to Licensee's employees on an as requested basis. Programmer shall perform transmitter maintenance, make necessary inspections of the transmission facilities and maintain a log of such activities.

18. A. Programmer agrees that it will not accept any compensation or any kind of gift or gratuity of any kind whatsoever, regardless of its value or form, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements.

B. Programmer agrees not to sell any commercial announcements or program time to any candidates for political office or person(s) supporting a candidate without the knowledge and approval of the Licensee. Programmer agrees to accept these commercial announcements on behalf of Licensee.

19. Programmer and Licensee agree that throughout the term of this Agreement each will comply with all laws and regulations applicable in the conduct of the television broadcasting business and the parties acknowledge that neither party has urged, counseled or advised the use of any unfair business practice.

20. Upon any termination of this Agreement as provided herein, Licensee shall pursue such legal remedies as are available. In the event of court action, it is expressly understood that the Licensee shall be entitled to recover all expenses, court costs and reasonable attorney's fees.

21. Programmer will indemnify and hold and save Licensee harmless against all liability for libel, slander, illegal competition or trade practice, and/or violation of the rights of others resulting from the programming furnished by Programmer. Programmer will indemnify Licensee from any and all claims, damages, liability, FCC forfeitures, costs and expenses, including counsel fees (at trial and on appeal), arising from the broadcast of Programmer's programs on the Stations. Licensee reserves the right to refuse to broadcast any and all program(s) containing matter which is in the opinion of Licensee may be violative of any rights of third parties or which may constitute a personal attack as the term is and has been defined by the FCC

22. Programmer will not use any State, Federal, or Federal Communication Commission's proceeding or court action to stop any termination of this agreement by Licensee.

23. The Licensee in each instance will promptly notify Programmer in writing of any claim, demand or action of which it becomes aware which may be covered by Programmer. Programmer will promptly assume the defense of such claims, demands or action at its expense, however, the indemnitee will not be precluded from continuing the defense of its own interests at its own expense, such expense shall be recovered by the Licensee from Programmer.

24. If upon presentation of a claim for indemnity hereunder, Programmer does not agree that all or part of such claim is subject to the indemnification obligations imposed upon it pursuant to this Agreement, it shall promptly so notify the Licensee. Thereupon, the parties shall attempt to resolve their dispute, including where appropriate reaching an agreement as to that portion of the claim, if any, which both concede is subject to indemnification. To the extent that the parties are unable to reach some compromise, the dispute or claim shall be settled by arbitration in Fayette County, Alabama, in accordance with the Commercial Rules of the American Arbitration Association then obtaining, costs to be shared equally by both parties.

25. [BLANK]

26. Programmer agrees to allow Licensee access to all lease space known as Programmer's studio, as long as this Agreement is in effect.

27. Other than Craig A. Ruark, LLC (d/b/a The Broadcast License Store), neither party hereto has been represented by a broker in the negotiation of this Agreement and no commission nor is a fee due anyone arising from the proposed transaction contemplated herein.

28. Failure of a party to complain of any act or omission on the part of any other party in breach or default of this Agreement shall not be deemed to be a waiver by the non-breaching or non-defaulting party of its rights hereunder. No waiver by a party of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or consent to any subsequent breach of the same or other provisions.

30. This Agreement shall be binding upon and shall inure to the benefit of the respective heir, successors and assigns of the parties. Programmer may not assign its rights under this Agreement without the express written consent of Licensee other than as otherwise permitted in this Agreement.

31. This Agreement shall be construed under the laws of the State of Alabama. Any notice or other communications under this Agreement shall be in writing and addressed as follows:

To Licensee:

Brenda Clark Webb
865 County Road 123
Berry, AL 35546
Email: bwebb777@yahoo.com

To Programmer:

Scott Centers
Center Point Broadcasting Company LLC
3111 Bel Air Dr, Unit 25D
Las Vegas, NV 89109
Email: ScottCenters@yahoo.com

Notices shall be deemed to have been given by email to the email addresses above (or any change to those numbers) and by the delivery of any overnight mail service or by mailing, in a prepaid wrapper, through the United States Postal Service. The parties may change the parties for notices by simply giving notice in the manner set forth above to the other party. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement. This Agreement may not be amended except in writing signed by both parties. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Brenda Clark Webb

(Licensee)


Brenda Clark Webb

Center Point Broadcasting Company
LLC

(Programmer)

By: _____
Scott Centers
Managing Member

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Brenda Clark Webb

(Licensee)

Brenda Clark Webb

Center Point Broadcasting Company
LLC
(Programmer)

By: 

Scott Centers
Managing Member