

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of June 1, 2022 between Redwood Empire Stereocasters, a California corporation (“Licensee”) and Amaturio Sonoma Media Group, LLC, a California limited liability company (“Programmer”).

Recitals

A. Licensee owns and operates the following radio stations (the “Stations”), among others, pursuant to licenses issued by the Federal Communications Commission (“FCC”):

KZST(FM), Santa Rosa, CA (FCC ID 55430)
KWVF(FM), Guerneville, CA (FCC ID 190436)
K256DA, Santa Rosa, CA (FCC ID 147418)
K273CU, Petaluma, CA (FCC ID 156231)

B. Licensee (as Seller) and Programmer (as Buyer) are parties to an Asset Purchase Agreement (the “Purchase Agreement”) of even date herewith with respect to the Stations.

C. Pursuant to the Purchase Agreement, Licensee and Programmer must file an application (the “FCC Application”) requesting FCC consent to the assignment of the FCC Stations (the “FCC Consent”).

D. Programmer has available and is producing 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.

E. Pending Closing under the Purchase Agreement, Licensee agrees 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.

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”) will begin on June 1, 2022 or on the date that the FCC Application is placed on public notice, whichever is later (the “Commencement Date”). The Term will continue until terminated pursuant to the terms of this Agreement or until two (2) years after the Commencement Date, whichever is earlier.

2. Programmer's Purchase of Airtime and Provision of Programming. During the Term, Programmer shall purchase from Licensee certain available 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 "Program" or "Programs") for broadcast on the Stations twenty-four (24) hours per day, seven (7) days per week, excluding the period from 6:00 a.m. to 8:00 am each Sunday morning (the "Broadcasting Period"). Programmer will transmit, at its own cost, the Programs to the Stations' transmitting facilities in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Stations' broadcasts prior to the Commencement Date.

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.

4. Advertising Sales; Accounts Receivable. Programmer will be exclusively responsible for the sale of such advertising on the Stations and for the collection of accounts receivable arising from and after the Commencement Date, and Programmer shall be entitled to all revenues of the Stations for advertising aired during the Term. Programmer shall treat all receivables from the sale of advertising time prior to the Commencement Date in the manner set forth in Section 1.6 of the Purchase Agreement. All contracts for advertising on the Stations which may be entered into by Programmer shall terminate upon the termination of this Agreement (other than a termination pursuant to Section 8).

5. Term 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.

6. Operation, Ownership and Control of the Stations. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the management and operation of the Stations and over all persons working at the Stations during the Term. Licensee will bear the responsibility for the Stations' compliance with all applicable provisions of the rules and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (1) employ a station manager for the Stations, who will report to Licensee and will direct the day-to-day operations of the Stations, and who shall have no employment, consulting, or other relationship with Programmer, (2) employ an engineer for the Stations, who will report and be accountable to the Station Manager and will maintain the Stations' broadcast equipment and technical facilities, including transmitter, tower, and transmission line, in good working condition (subject to the provisions of Section 7 below), and (3) retain control over the policies, programming and operations of the Stations. Nothing contained herein shall prevent Licensee from, in its sole discretion, (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. Licensee also reserves the right to refuse to broadcast any Program which does not meet the requirements of the rules, regulations, and policies of the FCC or the regulations and restrictions set forth in Section 10. 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 of equal or greater value to Programmer. Programmer agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed and recorded in accordance with Licensee's instructions and FCC rules, regulations and policies. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to any Station for inclusion with the Station's records. When on Licensee's premises, all employees of Programmer used to provide Programmer's programming or other services to the Stations shall be subject to the overall supervision of Licensee's management personnel.

7. Maintenance of Signal. Licensee shall use commercially reasonable efforts to maintain the operating power of the Stations at the maximum level authorized by the FCC for the Stations throughout the Term except as may be necessary for routine maintenance. Licensee shall repair and maintain the Stations' towers and transmitter sites and equipment in good working order and repair as quickly as commercially reasonable any equipment that is damaged or destroyed, subject to the limitations set forth in the Purchase Agreement.

8. Purchase Agreement. This Agreement shall terminate upon Closing under the Purchase Agreement. This Agreement may be terminated by either party in the event of any expiration or termination of the Purchase Agreement.

9. Music Licenses. During the Term, Licensee will obtain and maintain in full force and effect in its own name all music licenses ("Music Licenses") as are currently operative with respect to the Stations and as will be required by the licensor of those Music Licenses. All Music Licenses fees during the Term shall be reimbursed by Programmer.

10. Programs.

10.1. Production of the Programs. Licensee acknowledges that it is familiar with the type of programming Programmer plans for broadcast on the other Stations 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 FCC rules, regulations and policies. Programmer agrees that it will 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. Programmer will provide Licensee such documentation as necessary for preparation of Quarterly Issues Programs lists to report on the issue-responsive nature of its Programs. 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 political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee in meeting its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with all requirements of federal law including but not limited to the maintenance of the political time file and the obligations to offer reasonable access, lowest unit charges and equal opportunities. 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 minus any costs incurred by Licensee in connection with the sale of such political advertising time.

11. Call Signs. During the Term, Licensee will retain all rights to the call letters 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 FCC rules and regulations. Licensee hereby grants Programmer a non-exclusive license to use Licensee's call signs for the Stations in connection with the broadcast and promotion of the Programs during the Term. Programmer shall include in the Programs it delivers for broadcast 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 specifically authorized to use such call letters in its Programs and in any promotional material, in any media, used in connection with the Programs.

12. Events of Default; Termination.

12.1. Programmer's Events of Default. The occurrence of any of the following will 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 its other obligations contained in this Agreement in any material respect; or (c) Programmer breaches the representations and warranties made by it under this Agreement in any material respect.

12.2. Licensee Events of Default. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to observe or perform its obligations contained in this Agreement in any material respect; or (b) Licensee breaches the representations and warranties made by it under this Agreement in any material respect.

12.3. Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until thirty (30) 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.

12.4. 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 12.3, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

12.5. Cooperation Upon Termination. If this Agreement is terminated for any reason other than pursuant to Section 8, 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. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability for any liability incurred by Licensee for any damages suffered by Licensee for any violation of law or legal obligation of any kind resulting from the broadcast of the Programs on the Stations including without limitation all liability arising from such matters 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. Licensee shall indemnify and hold Programmer harmless against any and 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 resulting from the broadcast of its programming on the Stations. Neither party shall have any liability to the other party under any circumstances for special, indirect, consequential, punitive or exemplary damages, or lost profits, or diminution in value. The obligations under this Section shall survive any termination of this Agreement.

14. Authority. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) 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, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) 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.

15. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will 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, nor any single or partial exercise of any such right or power or the exercise of any other right or power, will operate as a waiver of such 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.

16. Assignability; No Third Party Rights. The rights and obligations of Licensee and Programmer under this Agreement may not be assigned. 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.

17. Construction. This Agreement will be construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

18. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

19. Notice. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or delivered by overnight air courier, and shall be deemed to have been duly delivered and received on the date of personal delivery, 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, addressed as follows:

if to Licensee, then to:	Redwood Empire Stereocasters 3392 Mendocino Avenue, PO Box 100 Santa Rosa, CA 95402 Attention: Gordon Zlot
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with a copy (which shall not constitute notice) to:	Womble Bond Dickinson 2001 K Street, NW, Suite 400 South Washington, DC 20006 Attention: Robert A. Silverman
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if to Programmer, then to:	Amaturo Sonoma Media Group, LLC 1410 Neotomas Avenue, Suite 200 Santa Rosa, CA 95405 Attention: Lawrence Amaturo
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with a copy (which shall not constitute notice) to:	Edinger Associates PLLC 1725 I Street, NW, Suite 300
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Washington, D.C. 20006
Attention: Scott Woodworth

20. Entire Agreement. This Agreement embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

21. Relationship of Parties. Neither the Programmer nor Licensee will 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.

22. Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

23. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

[SIGNATURE PAGE FOLLOWS]

Execution Copy

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.

PROGRAMMER:

AMATURO SONOMA MEDIA GROUP, LLC

By: 

Name: ~~Lawrence Amatore~~ Michael O'Shea
Title: ~~Managing Member~~ president

LICENSEE:

REDWOOD EMPIRE STEREOCASTERS

By: 

Name: Gordon Zlot
Title: President

SCHEDULE A
TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT

Term Payments

During the Term, Programmer shall reimburse Licensee on a monthly basis in arrears for the Reasonable Operating Expenses (listed below) of the Stations incurred by Licensee in the ordinary course of business during the prior month for which Licensee has submitted to Programmer a written reimbursement request supported by appropriate documentation of expenses. Programmer shall reimburse Licensee for all undisputed within five (5) business days of Licensee's submission of an invoice to Programmer.

REDACTED

Reasonable Operating Expenses

REDACTED