

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “**Agreement**”), is made as of September 29, 2023 between **KAILUA TELEVISION, LLC**, a Hawaii limited liability company (collectively “**Licensee**”) and **BRIDGE NEWS LLC**, a Michigan limited liability company (“**Programmer**”). Capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement (as defined below).

RECITALS

A. Licensee is the licensee of Station KKAI(TV), Facility No. 83180, Kailua, Hawaii (the “**Station**”) pursuant to licenses issued by the Federal Communications Commission (“**FCC**”).

B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms set forth in this Agreement.

C. Licensee (as Seller) and Programmer (as Buyer) are parties to an Asset Purchase Agreement (the “**Purchase Agreement**”) dated September __, 2023, with respect to the Station.

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 (the “**Term**”) will begin on a mutually agreeable date no sooner than 10 business days following execution of the Purchase Agreement (the “**Commencement Date**”) and will continue until either the Closing of or termination of the Purchase Agreement, and may be terminated by either party upon written notice to the other party in the event of any expiration or termination of the Purchase Agreement without a Closing thereunder.

2. **Programming**. During the Term, Licensee shall make available to Programmer all of the airtime of each of the Station’s channels for programming that Programmer produces, owns, or licenses (the “**Programs**”) twenty-four (24) hours per day, seven (7) days per week (the “**Broadcasting Period**”).

(a) During the Term, Programmer will transmit the Programs to the Station's transmitting facilities, and Licensee shall broadcast the Programs on the Station subject to the provisions of Section 5 below.

(b) Programmer shall be responsible for delivering a broadcast-ready feed to the Station or to a central distribution hub to be mutually agreed upon by the parties, including all transport costs to transmit the Programs from Programmer's origination point to the Station or central distribution hub and the installation of any equipment required to receive the Programs at the Station or central distribution hub. For the avoidance of doubt, Licensee shall not be responsible for any modifications, alterations, edits, insertions, adoptions, revisions, adjustments, or additions necessary to display the Programs on the Station and shall have the right to refuse to broadcast any Program that is not provided by Programmer as part of a continuous linear feed.

3. Advertising. Licensee shall retain all of the Station's accounts receivable existing prior to the Commencement Date. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station's primary channel and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all the revenue from the Station's primary channel. Licensee shall continue to receive all other revenues from the Station's operations including, but not limited to, websites, digital channels and tower tenants, if any.

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.

5. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power, and control over the operation of the Station. Licensee shall bear responsibility for the Station's compliance with the rules, regulations, and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will retain control over the policies, programming, finances, management, and operations of the Station during the Term.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest or (ii) 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 reserves 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 or any other federal, state or local laws, (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. Licensee shall not exercise its rights of preemption and substitution in an arbitrary manner or for its commercial advantage.

(c) Programmer shall cooperate with Licensee to ensure that Emergency Alert System transmissions are properly performed in accordance with Licensee's instructions.

(d) During the Term, Programmer shall broadcast the local public notice announcements as required by 47 C.F.R. § 73.3580.

(e) If any employee is required to perform services by Licensee, when performing services for Licensee, such employee will report to and be supervised and directed solely by Licensee, and when performing programming services for Programmer, such employee will be directed by Programmer only in regards to programming services.

6. Programs.

(a) Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations, and policies. Programmer shall consult with Licensee in the selection of the Programs 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. This includes one hour per week of public affairs shows as well as three hours per week of educational and informational programming. Licensee acknowledges that its 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. On or before January 4, April 4, July 4 and October 4 of each year during the Term, Programmer shall provide Licensee with pertinent information regarding Programs which addressed significant community issues during the preceding quarter and the specific Programs which addressed such issues for inclusion in the Station's quarterly issues-programs reports. On or before January 4, April 4, July 4 and October 4 of each year during the Term, Programmer shall provide Licensee with pertinent information regarding such Programs serving the needs of children for inclusion in the Station's annual report on service to children.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of 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 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 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 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.

(c) During the Term, Programmer shall obtain and maintain all required music licenses with respect to the Station including, but not limited to, ASCAP, BMI, and SESAC.

(d) Programmer shall provide Licensee with at least thirty (30) days prior written notice of any material changes to the Programs on any Station during the Term (including the Programs to be provided on the Station at the beginning of the Term) and, in the event of any such change, shall work with Licensee in good faith to provide notice of the change in Programs to any multichannel video programming distributor carrying the applicable Station.

7. Expenses. During the Term, Programmer will be responsible for the salaries, taxes, insurance, and other costs for all of Programmer's personnel used in the production of the Programs supplied to Licensee, and the costs of delivering the Programs to Licensee. During the Term, Licensee will pay (i) the salaries, taxes, insurance, and other costs for Licensee's employees of the Station, (ii) lease costs for studio and transmitter facilities, (iii) maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and (iv) all utilities supplied to its studio and transmitter sites. Subject to the provisions of Section 2, above, Licensee will provide all personnel necessary for the broadcast transmission of the Programs.

8. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, 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 promotion thereof.

9. Maintenance. During the Term, Licensee shall use commercially reasonable efforts to maintain the operating power of the Station as authorized by the FCC and shall repair and maintain the Station's towers and transmitter sites and equipment consistent with its past practice. During the Term, Programmer shall promptly report to Licensee any maintenance issues that come to Programmer's attention. Licensee shall use commercially reasonable efforts to provide at least forty-eight (48) hours prior notice to Programmer in advance of any maintenance work affecting the operation of any of the Station and to schedule any such maintenance work at hours other than 6:00 A.M. to 12:00 Midnight (Monday to Sunday), except in the case of exigent circumstances.

10. Facilities. To the extent reasonably requested by Programmer, Licensee shall, subject to any necessary landlord consent, provide Programmer access to and the use of Licensee's facilities for the Station, where available, as is reasonably necessary for Programmer to exercise its rights and perform its obligations under this Agreement. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's management personnel, shall comply with all laws applicable to its operations from such premises, and shall not (i) act contrary to the terms of any lease for the premises, (ii) permit to exist any lien, claim or encumbrance on the premises or (iii) interfere with the business and operation of Licensee's Station or Licensee's use of such premises. Nothing in this Agreement limits Licensee's ability to modify or move the space provided to Programmer pursuant to this Section and provide alternative space to Programmer. This Section is subject and subordinate to Licensee's leases for such facilities and does not constitute a grant of any real property interest. Programmer shall promptly repair and replace any of the Station's assets which are lost, damaged, or destroyed as a result of Programmer's usage of such asset pursuant to this Agreement (such obligation being to return such assets to their condition prior to the loss, damage or destruction).

11. Representations. 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.

12. Events of Default.

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

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

(c) Notwithstanding the foregoing, (i) a monetary Event of Default will not be deemed to have occurred until five (5) business days after the date any payment due under this Agreement is not paid and such failure to pay remains uncured (but no more than two (2) such cure periods will be permitted for monetary Events of Default) and (ii) a non-monetary Event of Default will not be deemed to have occurred until fifteen (15) calendar 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. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. If this Agreement is terminated for any reason other than at Closing under the Purchase Agreement, 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*. Termination of this Agreement shall not relieve any party from liability for breach of this Agreement. Failure of Licensee to broadcast the Programs due to facility maintenance, repair or modification or due to any reason out of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder.

13. Indemnification. Programmer shall indemnify, defend, and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Station 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 federal, state or local law during the Term of this Agreement. Licensee shall indemnify, defend, and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Station 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 or from any third party claim resulting from or arising out of Licensee's operation of the Station prior to the Commencement Date. The obligations under this Section shall survive any termination of this Agreement.

14. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. 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 successors and permitted assigns.

15. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, 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. The obligations of the parties under this Agreement are subject to the rules, regulations, and policies of the FCC and all other federal, state, or local applicable laws. The parties agree that Licensee shall file a copy of this Agreement with the FCC in the Station's online public inspection file.

16. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed email delivery or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

<p>IF TO LICENSEE: Kailua Television, LLC P.O. Box 8969 Honolulu, HI 96830</p> <p>With a copy to (which shall not constitute notice) to:</p> <p>Wiley Rein LLP 2050 M Street, NW Washington, DC 20036 Attn: Ari Meltzer, Esq. Email: ameltzer@wiley.law</p>	<p>IF TO PROGRAMMER: Bridge News LLC 38955 Hills Tech Dr. Farmington Hills, MI 48331 Attn.: Vincent W. Bodiford, CEO Email: imtmedia6@gmail.com</p> <p>With a copy to (which shall not constitute notice) to:</p> <p>Alan Gocha, Esq. Oakland Law Group, PLLC 38955 Hills Tech Dr. Farmington Hills, MI 48331 Email: agocha@oaklandlawgroup.com</p> <p>With a copy to (which shall not constitute notice) to:</p> <p>Dan J. Alpert, Esq. The Law Office of Dan J. Alpert 2120 21st Rd. N Arlington, VA 22201 Email: dja@commlaw.tv</p>
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17. 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 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 State of Hawaii 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.

18. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(b), (c) and (d).

19. Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated, and completed without regard to race or ethnicity. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

[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 set forth above.

LICENSEE:

KAILUA TELEVISION, LLC

By: 

Name: Christopher Racine

Title: President

PROGRAMMER:

BRIDGE NEWS LLC

By: 

Name: Vincent W. Bodiford

Title: Chief Executive Officer

SCHEDULE A TO LMA

The Initial Payment shall serve as the sole financial consideration for this Agreement and, notwithstanding anything to the forgoing in the Purchase Agreement or this Agreement, shall be due and paid prior to the Commencement Date.