

NETWORK AFFILIATION AGREEMENT

THIS NETWORK AFFILIATION AGREEMENT (“Agreement”) is entered into as March 20, 2024, by and among **SALEM COMMUNICATIONS HOLDING CORPORATION**, an Ohio corporation (“SCHC”), **SALEM MEDIA OF HAWAII, INC.**, a Delaware corporation (“SMH”) and **REACH SATELLITE NETWORK, INC.** a Tennessee corporation (“Reach” and collectively with SCHC and SMH, “Licensees” and each a “Licensee”) and **EDUCATIONAL MEDIA FOUNDATION**, a California non-profit religious corporation (“EMF”).

WITNESSETH:

WHEREAS, SMH is the licensee of FM broadcast station KAIM-FM, Honolulu, Hawaii (FCC Facility Id. 10950)(“KAIM”);

WHEREAS, SCHC is the licensee of FM broadcast stations WFFH (FM), Smyrna, Tennessee (FCC Facility Id.69347)(“WFFH”) and WFFI, Kingston Springs, Tennessee (FCC Facility Id.18714)(“WFFI”);

WHEREAS, Reach is the licensee of FM broadcast station WBOZ, Woodbury, Tennessee (FCC Facility Id. 15531)(“WBOZ”, and together with KAIM, WFFH and WFFI, the “Stations” and each a “Station”);

WHEREAS, the Stations holds authorizations (the “FCC Authorizations”) issued by the Federal Communications Commission (the “FCC”);

WHEREAS, EMF operates two programming networks which broadcasts a unique blend of contemporary Christian-based, family-oriented programming known as the “K-Love” and “Air1” radio format;

WHEREAS, Licensees and EMF are entering into an Asset Purchase Agreement contemporaneously herewith (the “Purchase Agreement”) pursuant to which EMF will acquire certain assets used in connection with the operation of the Stations;

WHEREAS, EMF desires to obtain programming time on the Stations in order to rebroadcast the EMF Programming (defined below) from the facilities of the Stations, and Licensees desire to provide this time to EMF; and

WHEREAS, EMF wishes to authorize Licensees to rebroadcast the EMF Programming from the facilities of the Stations, pursuant to Section 325(a) of the Communications Act of 1934, as amended (the “Communications Act”), and applicable FCC rules, regulations and published policies (together, with the Communications Act, “Communications Laws”) in accordance with the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration received by each party, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. EMF Programming. Subject to the terms of this Agreement, EMF agrees to provide and authorizes Licensees to broadcast the EMF Programming over the Stations' facilities. The EMF Programming supplied for broadcast on (i) WBOZ shall be K-Love and (ii) KAIM, WFFH and WFFI shall be Air1. EMF may upon reasonable notice (either email, oral with email or written backup or written) substitute alternative programming on WFFI with the prior consent of SCHC, which consent shall not be unreasonably withheld. The parties may also agree on transitional programming prior to the commencement of Air1 programing on KAIM and WFFH. Simultaneously upon receipt of the EMF Programming (or such other programming agreed to by the parties), Licensees agree to broadcast the EMF Programming on the facilities of the Stations without interruption, deletion, or addition of any kind, except as otherwise expressly permitted herein. As used in this Agreement, the "EMF Programming" shall include K-Love, Air1 or any other transitional or alternative programming stream contemplated by this Section 1.

2. Term. The term of this Agreement shall commence at 12:01 AM (CST) on May 1, 2024 or such alternative date and time which is mutually agreeable to Licensees and EMF ("Commencement Date") and, unless earlier terminated as provided in this Agreement, shall continue until the first to occur of: (i) the Closing Date (as defined in the Purchase Agreement); or (ii) termination of the Purchase Agreement by the parties ("Term").

3. Services; Hours of EMF Programming. EMF will supply the EMF Programming during all hours of the Stations' operations as long as this Agreement remains in force, and Licensees will transmit the EMF Programming supplied by EMF, except as otherwise provided in Sections 4 and 5 below and subject to the provisions set forth in Section 14 below with respect to force majeure. EMF will provide all such EMF Programming, which EMF Programming shall be produced at its own cost and expense. EMF shall be responsible for (and pay any related costs) required to deliver the EMF Programming to the Stations' studio/transmitter site locations for broadcast on the Stations.

4. Reservation of Time. Each Licensee specifically reserves, at its option, for its own use two hours per week of programming time (the "Reserved Time") during which it may broadcast programming of its own choice on the Stations. Unless otherwise mutually agreed upon by the parties, the Reserved Time shall be on Sunday mornings between the hours of 6 AM to 8 AM. EMF shall continue to provide the EMF Programming during the Reserved Time in the event that a Licensee elects not to broadcast its own programming during the Reserved Time on any given Sunday.

5. Licensees' Regulatory Obligations.

a. Nothing herein shall be construed as limiting in any way Licensees' rights and obligations as an FCC licensee to make the ultimate programming decisions for the Stations

and to exercise ultimate control and responsibility with respect to the operations of the Stations. Licensees will be responsible for ensuring that the Stations' overall programming is responsive to community needs and in the public interest, and shall retain full control over the personnel and finances associated with the Stations. Each Licensee has the authority, in its sole discretion, to:

i. reject and refuse to transmit any EMF Programming produced or proposed by EMF that such Licensee in its good faith deems to be unsatisfactory, unsuitable, or contrary to the public interest, as determined by such Licensee in its sole discretion;

ii. originate or rebroadcast from any source any programming on its Station which such Licensee, in its sole, good faith discretion, deems to be of greater local or national importance than the EMF Programming supplied by EMF or which the Licensee believes will better serve the needs and interests of its Station's service areas;

iii. interrupt EMF's Programming in case of an emergency; and

iv. insert any station identification, sponsorship, and/or Emergency Alert System ("EAS") announcements or tests that EMF fails to transmit as required.

b. In the event that a Licensee rejects any of EMF's Programming pursuant to subparagraph (a)(i) above, such Licensee shall, insofar as practicable, give EMF reasonable prior notice of its objection to EMF's proposed programs, including the basis for such objection, and shall use all reasonable efforts to give EMF a reasonable opportunity to substitute acceptable programming. EMF shall air the Stations' hourly station identification announcements in the EMF Programming stream to be broadcast on the Stations on behalf of such Licensee so that such announcements are aired in accordance with the Communications Laws.

c. Each Licensee, solely for the purpose of ensuring EMF's compliance with applicable law, including the Communications Laws and Stations' policies, shall be entitled to review on a confidential basis any programming material relating to the EMF Programming related to its Station(s) as it may reasonably request. EMF shall provide Licensees, at Licensees' request, with copies of all correspondence relating to EMF Programming broadcast on the Stations and all complaints received from the public that pertain to the Stations.

d. EMF shall cooperate with Licensees to assist Licensees in complying with the provisions of the Communications Laws regarding political advertising for federal candidates. EMF shall supply such information promptly to Licensees as may be necessary to comply with the equal opportunity and reasonable access requirements of the Communications Laws.

6. Operation of the Stations

a. Each Licensee shall employ (or contract with) at its expense such employees and/or consultants, including a management-level employee, to direct and oversee the day-to-day operations of its Stations as may be necessary to comply with the Communications Laws regarding

main studio staffing and may contract with such additional personnel as shall be necessary to enable such Licensee to perform its obligations under this Agreement and as otherwise explicitly set forth in this Agreement. All such employees will report to and be accountable solely to the applicable Licensee.

b. Licensees shall be solely responsible for and shall pay in a timely manner all Operating Costs (defined below) of the Stations

c. At its own expense, and in compliance with the Communications Laws and without any obligation to pay additional consideration to Licensees other than as contemplated herein, EMF may provide and install any equipment on the premises of the Stations or its studio or other facilities it deems necessary or useful to supply the EMF Programming to the Stations, under the supervision of the applicable Licensee. Upon termination of this Agreement, such property will remain the sole property of EMF and EMF shall promptly remove all such equipment from the premises of the Stations.

d. EMF shall comply with all station identification and other announcements as required by the Communications Laws.

e. EMF shall insert in its programming any EAS messages or tests that the Stations are required to transmit under the FCC's rules and regulations.

f. EMF shall not broadcast any material on the Stations in violation of the Copyright Act or the rights of any person. All music supplied by EMF shall be (i) licensed by the program provider or by a music licensing agent such as ASCAP, BMI, SESAC, or GMR (ii) in the public domain, or (iii) cleared at the source by EMF.

7. Noncommercial Nature of EMF Broadcasts. EMF is a non-profit corporation which broadcasts the EMF Programming on a noncommercial basis with revenues generated through contributions and donations received from contributors and donors residing within communities receiving EMF Programming. Licensees acknowledge that all donations received from listeners within the Stations' service area as a result of the rebroadcasting of K-Love or Air1's program signals ("EMF Donations") shall be the sole property of EMF. Licensees shall promptly forward any EMF Donations they receive to EMF at the address specified for notices herein, along with an accounting specifying the name and address of each such donor, and the date on which the EMF Donation was received. EMF shall comply with all applicable laws and regulations of the states reached by the Stations' signal with regard to solicitation of donations. EMF does not intend to sell advertising on the Stations and agrees to fully comply with all underwriting requirements applicable to the EMF Programming under the Communications Laws.

8. Operating Expenses; Consideration.

a. Licensees shall be solely responsible for and shall pay in a timely manner (subject, however, to the reimbursement by EMF to the extent described in Section 8(c)) all

operating and capital expenses related to the Stations, including, but not limited to rent, engineering costs, music licensing fees associated with any Licensee programming on the Stations during the Reserved Time (if any), taxes, all costs of maintaining and repairing the Stations' transmission facilities, including the transmitters and antennae, the cost of electricity and other utilities, real and personal property taxes and the employee salaries, fees to Licensees' contractors, taxes, insurance and related costs for all personnel required to be employed by Licensees to comply with the Communications Laws ("Operating Costs").

b. As consideration for the purchase of airtime made available to EMF by Licensees under the terms of this Agreement, EMF shall pay Licensees (collectively) a monthly fee of Thirty Thousand Dollars (\$30,000.00) per month ("Monthly Fee"). The Monthly Fee shall be due on the first calendar day of each month, with the first payment due on the first day of the first full month following the Commencement Date. The Monthly Fee due for any partial month of the Term shall be prorated based on the number of days for which the Term is in effect during such month.

c. EMF shall also be solely responsible for any expenses incurred in the origination and/or delivery of EMF Programming provided by EMF under this Agreement, including all music licensing fees with respect to the EMF Programming. In the event any Licensee is invoiced for music licensing fees with respect to the EMF Programming, EMF shall reimburse such Licensee for the amount of such fees within thirty (30) days of delivery of such invoice to EMF from the Licensee.

9. Limited Grant. Nothing herein contained shall be construed as an assignment or grant to Licensees of any right, title or interest in or to any titles, names, logos, slogans, jingles, trademarks, copyrights, ideas, formulas, general program content and/or other literary, musical, artistic or creative material broadcast by or associated with K-Love, Air1 or EMF beyond the grant of a limited rebroadcast consent on the terms herein specified. All rights not specifically granted to Licensees hereunder in and to the EMF Programming and signal and the content thereof are reserved to EMF for its sole and exclusive use, disposition and exploitation. Moreover, the parties hereto understand and agree that third persons may hold copyrights or other legal rights in and to certain programs broadcast as part of the EMF Programming and that the right to rebroadcast EMF Programming granted hereunder shall not be deemed in any way to cover, convey or transfer such rights of third persons.

10. Representations, Warranties and Covenants of Licensees. Each Licensee hereby makes the following representations, warranties and covenants to EMF:

a. This Agreement constitutes the legal, valid and binding obligation of such Licensee, enforceable in accordance with its terms.

b. The execution and performance of this Agreement will not violate any order, rule, judgment or decree to which Licensee is subject or constitute a breach of or default

under any contract, agreement, or other commitment to which such Licensee is a party or may be bound.

c. Licensee shall operate its Stations and shall maintain its Stations' facilities in material compliance with the Communications Laws, including but not limited to the FCC's sponsorship identification rules. Notwithstanding the foregoing and as set forth in Section 5(b) above, EMF shall include the Stations' hourly station identification announcements in the EMF Programming to be rebroadcast on the Stations on behalf of Licensees so that such announcements are aired in accordance with the Communications Laws. Each Stations is and will continue to be authorized to operate as a commercial radio broadcast station by the FCC during the Term.

d. Licensees shall maintain the Stations' facilities in good working order and shall repair and update Station equipment as reasonably necessary.

e. Licensees shall maintain staffing and a public inspection file in material conformity with the Communications Laws.

11. Representations, Warranties and Covenants of EMF. EMF hereby makes the following representations, warranties and covenants to Licensees:

a. The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of EMF, and this Agreement constitutes the legal, valid and binding obligation of EMF, enforceable in accordance with its terms.

b. The execution and performance of this Agreement will not violate any order, rule, judgment or decree to which EMF is subject or constitute a breach or default under its charter, bylaws or any contract, agreement, or other commitment to which EMF is a party or may be bound.

c. The EMF Programming supplied by EMF for broadcast on the Stations will comply with all applicable laws, including without limitation, the Communications Laws.

d. EMF will immediately send to Licensees copies of any letters or complaints concerning the EMF Programming supplied by EMF or the operation of the Stations received by EMF for review.

e. The provision of EMF Programming by EMF pursuant to this Agreement will comply with the provisions of Section 73.3555 of the FCC's rules (including the notes thereto) concerning multiple ownership.

f. Not later than the seventh day of the first month of each calendar quarter, EMF will provide Licensees with information regarding its non-entertainment programming and community issues addressed by such EMF Programming in the calendar quarter just ended, in a

format that Licensees may use for the issues-programs list it must place in its public inspection file.

g. EMF agrees that it will not accept any consideration, compensation or gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively, “Consideration”), unless the payer is identified in the program for which Consideration was provided as having paid or furnished such Consideration, in accordance with the Communications Laws.

h. EMF certifies that it is not a “foreign government entity” as that term is defined by 47 CFR Section 73.1212(j) and none of the EMF Programming to be broadcast on the Stations pursuant to this Agreement has been or will be paid for or provided by a foreign government entity.

12. Termination. This Agreement may be terminated upon an “Event of Default,” as defined as follows:

a. EMF’s Events of Default. The occurrence and continuation of any of the following will be deemed an Event of Default by EMF under this Agreement:

- i. EMF fails to pay the Monthly Fee by the due date;
- ii. EMF fails to observe or perform any other material covenant, condition or agreement contained in this Agreement; or
- iii. EMF breaches or violates any material representation or warranty made by it under this Agreement or the Purchase Agreement.

b. Licensees’ Events of Default. The occurrence and continuation of any of the following will be deemed an Event of Default by Licensees under this Agreement:

- i. Any Licensee fails to observe or perform any material covenant, condition or agreement contained in this Agreement; or
- ii. Any Licensee breaches or violates any material representation or warranty made by it under this Agreement or the Purchase Agreement.

c. Cure Period. EMF shall have ten (10) days from the date that Licensees have provided EMF with written notice that EMF is in default in its obligation to pay the Monthly Fee to cure such Event of Default. In the case of all other Events of Default, the defaulting party shall have thirty (30) days from the date on which EMF has provided Licensees or Licensees have provided EMF, as the case may be, with written notice specifying the Event(s) of Default to cure any such Event(s) of Default. If the Event of Default cannot be cured by the defaulting party

within the specified time period but commercially reasonable efforts are being made to effect a cure or otherwise secure or protect the interests of the non-defaulting party (in which case, if successful, the Event of Default shall be deemed cured), then the defaulting party shall have an additional period not to exceed thirty (30) days to effect a cure or a deemed cure. Notwithstanding these cure periods, nothing shall preclude or prohibit Licensees from immediately pre-empting any EMF Programming that it reasonably believes is unlawful or may put its FCC license in jeopardy. Notice of an Event of Default shall be deemed provided to the defaulting party as set forth in Section 17, below.

d. Termination for Uncured Event of Default. If an Event of Default by EMF has not been cured or deemed cured within the period set forth in Section 12(c) above, then Licensees may terminate this Agreement immediately upon written notice to EMF, and shall be entitled to pursue any remedies available at law or equity. If an Event of Default by any Licensee has not been cured or deemed cured within the periods set forth in Section 12(c) above, then EMF may terminate this Agreement immediately upon written notice to Licensees, and shall be entitled to pursue any remedies available at law or equity. It is understood, however, that the remedy of specific performance is not available to compel a broadcast licensee to transmit programming that it chooses not to transmit.

e. This Agreement may be terminated by either Licensees or EMF by written notice to the other in the event this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final.

f. In the event of termination, all rights and privileges granted to Licensees hereunder shall forthwith cease and terminate and revert to EMF for EMF's sole and exclusive use and disposition, and Licensees shall cease any further use of the EMF Programming and signal and the content thereof, including without limitation any titles, names, logos, slogans, jingles, trademarks, copyrights, ideas, formulas, general program content and/or other literary, musical, artistic or creative material broadcast by or associated with EMF Programming.

13. Indemnification.

a. EMF shall indemnify, defend and hold harmless Licensees from and against any and all claims, losses, costs, liabilities, damages and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description (hereinafter referred to as "Loss and Expense"), arising out of: (i) the content of EMF Programming furnished by EMF pursuant to this Agreement; (ii) any misrepresentation or breach of any warranty or covenant of EMF contained in this Agreement; and (iii) the actions of EMF's employees and agents on the Stations' premises.

b. Licensees shall indemnify, defend and hold harmless EMF from and against all Loss and Expense arising out of: (i) any misrepresentation or breach of any representation,

warranty or covenant of Licensees contained in this Agreement and (ii) the actions of any Licensees' employees and agents on the Stations' premises.

14. Force Majeure. Licensees shall not be liable for any failure of performance hereunder due to causes beyond its commercially reasonable control, including without limitation, acts of God, equipment malfunction or commercial power failure or reduction. In the event of the occurrence of any such event, Licensees agree to use commercially reasonable efforts to resume performance as promptly as practicable.

15. Assignment. This Agreement shall be binding upon each party's successors and assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party which will not be unreasonably withheld.

16. No Joint Venture. Nothing contained herein shall be deemed to create any joint venture, partnership, or principal-agent relationship between EMF and Licensees, and neither shall hold itself out in any manner which indicates any such relationship with the other.

17. Notices. All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery, or on the first business day of attempted delivery by an overnight courier service (e.g., FedEx), or five (5) business days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid. Such notices shall be addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Licensees, to: Salem Communications Holding Corporation
4880 Santa Rosa Road
Camarillo, CA 93012
Attention: Christopher J. Henderson
Email: chrish@salemmedia.com

If to EMF, to: Educational Media Foundation
2000 Mallory Lane, Suite 130-388
Franklin, TN 37067-8231
Attn. Todd Woods
Email: TWoods@kloveair1.com

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

Paige K. Fronabarger, Esq.
Wilkinson Barker Knauer LLP
1800 M Street, NW
Suite 800N

Washington, DC 20036
Email: pfronabarger@wbklaw.com

18. Entire Agreement; Modifications. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof, other than the Purchase Agreement, and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties. In the event of a conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall prevail (except where doing so could reasonably be expected to result on a violation of the Communications Laws).

19. Headings. The headings and captions in this Agreement are for only the convenience of the parties and may not be deemed to affect the substantive terms of this Agreement.

20. Governing Law. The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Tennessee (exclusive of those relating to conflicts of laws). Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in the federal or state courts of the State of Tennessee, County of Davidson. The parties hereby consent to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation between them.

21. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original but both of which together will constitute one and the same instrument. This Agreement may be executed manually or digitally, and signatures pages may be exchanged by facsimile or other electronic transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of digital signatures or Portable Document Format (pdf) to execute signature pages or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation of a contract and each such party forever waives any such defense.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Network Affiliation Agreement as of the day and year first above written.

LICENSEES:

**SALEM COMMUNICATIONS HOLDING
CORPORATION
SALEM MEDIA OF HAWAII, INC.
REACH SATELLITE NETWORK, INC.**

By: Christopher Henderson
Name: Christopher J. Henderson
Title: Executive Vice President

EMF:

EDUCATIONAL MEDIA FOUNDATION

By: _____
Name: Todd Woods
Title: Chief Executive Officer

By: _____
Name: Matt Reynolds
Title: Chief Financial Officer

EXECUTION COPY

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Title: Executive Vice President

EMF:

EDUCATIONAL MEDIA FOUNDATION

By: 
Name: Todd Woods
Title: Chief Executive Officer

By: 
Name: Matt Reynolds
Title: Chief Financial Officer