

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of May 3, 2021 between MBM Texas Valley, LLC, a Texas limited liability company (“Licensee”), and Rio Grande Bible Institute, Inc., a Texas non-profit corporation (“Programmer”).

RECITALS

WHEREAS, the Licensee owns the commercial FM radio broadcast station (“Station”) identified below pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

<i>Station</i>	<i>Svc</i>	<i>Fac. Id.</i>	<i>Community of License</i>
KESO	FM	36650	South Padre Island, Texas

WHEREAS, Licensee desires to obtain programming for the Station and Programmer desires to provide programming for broadcast and sell advertising time on the Station on the terms and conditions set forth in this Agreement; and

WHEREAS, the parties hereto are also parties to an Asset Purchase Agreement (the “Purchase Agreement”) of even date herewith for the sale and purchase of substantially all of the assets used or held for use in the business and operation of the Station, subject to the prior approval of the FCC.

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 the date hereof (the “Commencement Date”) and will continue for twelve (12) months thereafter, unless earlier terminated or extended in accordance with the terms of Paragraph 12 of this Agreement (or by mutual written agreement).

2. **Programming.** During the Term, Licensee shall make available to Programmer all of the airtime on the Station for programming provided by Programmer (the “Programs”) for broadcast twenty-four (24) hours per day, seven (7) days per week, excluding at Licensee’s option the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the “Broadcasting Period”) during which Licensee may broadcast public affairs programming. 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.

3. Advertising; Accounts Receivable. During the Term, Programmer will be exclusively responsible for the sale of advertising or program time on the Station and for the collection of accounts receivable ("Receivables") arising therefrom, and Programmer shall be entitled to all revenues arising from the operation of the Station, including without limitation, any donations.

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.

5.1 Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Licensee shall bear responsibility for Station compliance with all applicable provisions of the Communications Act of 1934, as amended ("Communications Act"), the rules, regulations and policies of the FCC (the "FCC Rules") and all other applicable laws. During the Term, Licensee shall provide a full-time manager for the Station who may also be an owner and who will direct the day-to-day operations of the Station. Licensee shall retain control over the policies, programming and operations of the Station during the Term.

5.2 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, (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. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall broadcast substitute programming of equal or greater value to Programmer.

5.3 Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions and Part 11 of the FCC's Rules. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to a Station and Licensee shall include such letters in such Station's public inspection files as appropriate.

6. Programs.

6.1 Licensee acknowledges that it is familiar with the type of programming

Programmer intends to include in the Programs and has determined that the broadcast of such programming on the Station would serve the public interest. Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies in all material respects. 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. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that for any Programmer produced content included in the Programs, ownership of or license rights in such content shall be and remain vested in Programmer.

6.2 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 as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee and take such other actions as may be necessary to comply with the political broadcasting provisions of the FCC's Rules, the Communications Act, 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.

6.3 During the Term, subject to reimbursement as set forth on **Schedule A**, Licensee will maintain music licenses with respect to the Station.

7. **Expenses**. All expenses of the Station, to the extent Programmer receives the benefit thereof, shall be prorated between the parties as of the Commencement Date. During the Term, Programmer will be responsible for (a) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs supplied to Licensee, and (b) the costs of delivering the Programs to Licensee. Subject to reimbursement as set forth on **Schedule A**, Licensee will be responsible for the operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law. Licensee will also be responsible for all utilities supplied to the Station transmitter site. Licensee will be responsible for the salaries, taxes, insurance and related costs for all Licensee employees.

8. **Call Signs**. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters that 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 in any promotional material in any media used in connection with the Programs.

9. Maintenance. During the Term, Licensee shall maintain the operating power of the Station at the levels authorized in either the FCC Authorization.

10. Facilities. During the Term, Licensee shall provide Programmer access to and use of the transmitter site for the Station, subject to the terms of any lease or license associated therewith.

11. Representations. Programmer and Licensee each represent and warrant to the other that (a) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (b) it is in good standing in the jurisdiction of its organization and is qualified to do business in the state where the Station are located, (c) it has duly authorized this Agreement, and this Agreement is binding upon it, and (d) 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. Termination. This Agreement shall terminate upon closing of the transactions contemplated in the Purchase Agreement. This Agreement may be terminated by either party in the event of the expiration or termination of the Purchase Agreement in accordance with its terms. In the event of termination of either this Agreement or the Purchase Agreement for any reason, any payments made by Programmer hereunder to Licensee shall not be refundable.

13. Events of Default.

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

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

13.3 Notwithstanding the foregoing, an 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.

14. Remedies Upon Default.

14.1 Upon termination of this Agreement by Licensee in the Event of Default

by Programmer, Licensee shall have no further obligation to Programmer, including without limitation, (a) no obligation to return any amounts paid by Programmer under this Agreement and no obligation to make available to Programmer any further broadcast time or broadcast transmission facilities at the Station, and (b) the right to declare immediately due and payable all amounts accrued or payable to Licensee by Programmer but not yet paid in full under this Agreement up to the termination date. A default by Programmer under this Agreement shall also constitute a default under the Purchase Agreement.

14.2 Upon termination by Programmer in the Event of Default by Licensee, Programmer shall have no further obligation to make payments under this Agreement except for amounts due and owing for obligations or liabilities incurred prior to the date of Programmer's notice of termination.

15. Indemnification.

15.1 Programmer shall indemnify 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 law.

15.2 Licensee shall indemnify 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.

15.3 The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "Claim"), but a failure to give or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby materially prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include

sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim, (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment, unless (y) the indemnifying party pays all amounts in full and (z) such judgment, settlement or compromise includes the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim, and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

(d) The obligations under this Section shall survive any termination of this Agreement.

16. 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.

17. 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 applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in the Station public inspection file.

18. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or

confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Licensee: MBM Texas Valley, LLC
c/o Robert L. Reed
PO Box 1165
Spring Branch, TX 78070

if to Programmer: Rio Grande Bible Institute, Inc.
c/o Lawrence Windle
4300 S. US Hwy 281
Edinburg, TX 78539

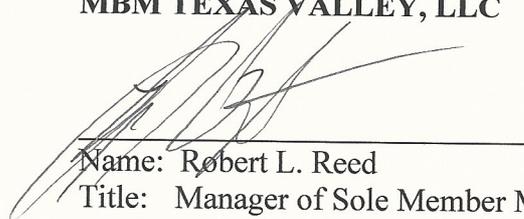
19. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment, modification or waiver of compliance with any provision hereof or consent pursuant to this Agreement 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 Oklahoma 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.

20. Certifications. Licensee certifies that it maintains ultimate control over the Station' facilities including, specifically, control over the Station' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c). With respect to sales of commercial advertising on the Station, Programmer shall adhere to the Licensee's policy that Licensee does not accept advertising contracts that impermissibly discriminate on the basis of race or ethnicity, and that this non-discrimination provision is a condition of each advertising contract for the Station, whether verbal or written.

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: **MBM TEXAS VALLEY, LLC**


Name: Robert L. Reed
Title: Manager of Sole Member MB Revolution, LLC

PROGRAMMER: **RIO GRANDE BIBLE INSTITUTE, INC.**

Name: Lawrence Windle
Title: President

SCHEDULE A

During the Term, Programmer shall reimburse Licensee on a monthly basis in arrears for the following operating expenses of the Station incurred by Licensee during the Term:

- (a) all maintenance, power, electric and other utility bills (*i.e.*, for gas and water) associated with the operation of the Station's transmission and tower facilities;
- (b) rent for the Station transmission site license;
- (c) prorated portion of the Station annual FCC regulatory fee and \$387.25 per month for prorated Station commercial liability and property insurance; and
- (d) ASCAP, BMI, SESAC and other music licensing fees for the Station (except Sound Exchange).

Employee expenses, the cost of any station repairs, studio expenses, expenses shared by other stations, and any capital expenditures are not included as reimbursable expenses. Programmer's payment to Licensee shall be made on the 10th business day of every calendar month during the Term.