

**FCC Assignment Application  
Assignee – Good Karma Broadcasting, LLC  
Sub-Programming Agreement Exhibit**

**Sub-Programming Agreement – WEPN-FM**

By this application, New York AM Radio, LLC (“**NYAR**”) proposes to assign the license of Station WEPN(AM), New York, NY (FIN 65636) to Good Karma Broadcasting, L.L.C. (“**GKB**”). Upon consummation of the assignment of license of Station WEPN(AM), GKB will also enter into a Sub-Programming Agreement with NYAR pursuant to which GKB will provide programming to Station WEPN-FM, New York, NY (FIN 63781). Emmis Radio License Corporation of New York (“**Emmis Radio**”) is the licensee of Station WEPN-FM and has granted programming rights to NYAR pursuant to a Local Programming and Marketing Agreement dated April 26, 2012 between NYAR and Emmis Radio. A redacted copy of the form of Sub-Programming Agreement is attached hereto.

Exhibit H

Form of WEPN-FM Sub-Programming Agreement

**SUB-PROGRAMMING AGREEMENT**

THIS AGREEMENT is made as of \_\_, 2021 (“**Effective Date**”), by and between New York AM Radio, LLC, a Delaware limited liability company (“**Programmer**” or “**ESPN**”), and Good Karma Broadcasting, LLC, a Delaware limited liability company (“**Sub-Programmer**”; together with Programmer, the “**Parties**”).

**WHEREAS** Programmer is party to a Local Programming and Marketing Agreement dated April 26, 2012, with Emmis Radio Licensee Corporation of New York (“**Emmis**”), a California corporation (the “**LMA**”);

**WHEREAS** pursuant to the LMA, Programmer provides programming and other services to Emmis for WEPN-FM (98.7 FM) (FCC Facility ID No. 63781) (the “**Station**”) in New York, New York;

**WHEREAS** Programmer and Sub-Programmer are parties to an Asset Purchase Agreement dated December 10, 2021, pursuant to which Sub-Programmer will acquire certain broadcast assets and licenses from affiliates of Programmer (the “**APA**”) and will enter into the Station Transfer Transactions set forth in Section 3 below;

**NOW THEREFORE** in consideration of the mutual agreement as to the transaction contemplated by the APA, the parties hereto, each intending to be legally bound hereby, agree as follows:

**1. Sub-Programmer Responsibilities.** In connection with the Station Transfer Transactions, the Parties agree that, throughout the Term, Sub-Programmer shall carry out all functions, duties, and obligations designated to be performed by Programmer under the LMA. The Parties agree that the sole responsibilities and obligations retained by Programmer are those specified in [REDACTED].

**2. Term.** The Term of this Agreement shall commence upon the Closing Date (as defined in the APA), and be concurrent with the term of the LMA, as it may be extended or renewed. In the event of termination of the LMA or the Affiliation Agreement for any reason, this Agreement shall terminate effective concurrent with the termination date of the LMA or Affiliation Agreement, as appropriate.

**3. Station Transfer Transaction.** The Parties are entering into this Agreement in connection with the following “**Station Transfer Transactions**” described below:

(a) Programmer is party to the LMA with Emmis, pursuant to which Programmer provides programming and other services to Emmis for the Station in New York, New York;

(b) Programmer and Sub-Programmer are parties to the APA, pursuant to which Sub-Programmer will acquire certain broadcast assets and licenses from affiliates of Programmer;

(c) A condition to closing prescribed by the APA is the execution of an agreement pursuant to which Sub-Programmer will agree to perform all functions prescribed to Programmer under the LMA, with the exception of those set forth below in Section 3(d);

(d) The Parties agree that the sole responsibility Programmer will retain under the LMA will be the obligations of [REDACTED], and that all other Programmer functions will be performed by the Sub-Programmer;

(e) An additional condition to closing prescribed by the APA is the execution of an Affiliation Agreement between ESPN (or its affiliates) and Sub-Programmer, pursuant to which the stations being sold under the APA will continue to carry ESPN-produced and branded content, produced at ESPN facilities and distributed to the stations by ESPN and its affiliates (“**Affiliation Agreement**”); and

(f) The Parties have agreed that the Affiliation Agreement will provide for the continued production and distribution to stations of programming by ESPN and its affiliates, in ESPN facilities, to the Station in addition to providing programming functions for stations sold under the APA.

**4. Indemnification.** Sub-Programmer agrees to indemnify and hold Programmer and Programmer’s parent and affiliated companies and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of any actual or alleged breach or non-performance by Sub-Programmer of this Agreement or out of the broadcast, internet transmission or use of any programs, commercials or other materials provided by and/or broadcast or streamed by Sub-Programmer which were not supplied by Programmer. Programmer agrees to indemnify and hold Sub-Programmer and Sub-Programmer’s parent and affiliated companies and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of any actual or alleged breach or non-performance by Programmer of this Agreement or out of the broadcast, internet transmission or use of any Programs, or other materials provided by Programmer hereunder provided the broadcast, internet transmission or use is in accordance with the terms of this Agreement. If any Party entitled to indemnification hereunder (an “**Indemnified Party**”) makes an indemnification request to the other (the “**Indemnifying Party**”), the Indemnified Party shall permit the Indemnifying Party to control the defense, disposition or settlement of the matter at its own expense, provided that, the Indemnifying Party shall not, without the written consent of the Indemnified Party enter into any settlement or agree to any disposition that imposes an obligation on the Indemnified Party without the Indemnified Party’s prior written consent. The Indemnified Party shall notify the Indemnifying Party promptly of any claim for which the Indemnifying Party is responsible and shall cooperate with the Indemnifying Party in every commercially reasonable way to facilitate

the defense of any such claim; provided that, the Indemnified Party's failure to notify the Indemnifying Party shall not diminish the Indemnifying Party's obligations under this Paragraph except to the extent that the Indemnifying Party is materially prejudiced as a result of the failure. An Indemnified Party shall at all times have the right to employ separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (a) the employment of counsel by the Indemnified Party has been authorized by the Indemnifying Party; (b) the Indemnifying Party has not in fact employed counsel to assume the defense of the action within a reasonable time following receipt of notice; or (c) the Indemnified Party reasonably believes that the counsel selected by the Indemnifying Party has a conflict of interest in representing the Indemnified Party, in which instances the fees and expenses of such counsel shall be at the expense of the Indemnifying Party. The provisions of this Paragraph 4 shall survive the expiration or sooner termination of this Agreement.

**5. Insurance.** Sub-Programmer shall maintain the following insurance:

(a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability, and cross-liability coverage with minimum limits of \$2,000,000 written on an occurrence form basis with minimum combined single limits of \$2,000,000. Both shall protect Sub-Programmer, Programmer, and additional insureds from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Station's services hereunder or from or out of any act or omission of Station, its officers, directors, agents, subcontractors or employees. Commercial General Liability Insurance must be maintained for three years after the termination of the Agreement.

(b) Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000; and

(c) Media liability insurance, with a minimum limit of \$5,000,000 per claim and \$5,000,000 annual aggregate, protecting Sub-Programmer and Programmer from the violation, infringement or misappropriation of the rights of any third party, including, without limitation, copyright infringement, trademark infringement, unfair competition, libel, slander, defamation, invasion of privacy, infliction of emotional distress, advertising injury, etc., as well as coverage for claims of contingent bodily injury/property damage, relating to performance under this Agreement. If such insurance is maintained on an occurrence basis, owner shall maintain such insurance for an additional period of one (1) year following termination of this Agreement. If such insurance is maintained on a claims-made basis, Sub-Programmer shall maintain such insurance for an additional period of three (3) years following termination of this Agreement. The retroactive date of the aforementioned insurance policy shall be no later than the Effective Date of this Agreement.

(d) All insurance shall:

i. Include Programmer, its parent, and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees,

agents and its assignees of each as additional insureds. Workers' Compensation and Employer's Liability shall be exempt from this requirement.

ii. Contain an exception to any Insured versus Insured or Cross Liability exclusions for claims brought by an additional insured against any other insured;

iii. Be primary and not contributory with regard to any other available insurance to and contain a waiver of subrogation in favor of, Programmer, its parent, and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and its assignees of each;

iv. Be written by companies with BEST Guide rating of A- VII or better;

v. Be written with companies and on forms acceptable to Programmer and shall provide that the coverage thereunder may not be reduced, canceled or otherwise modified unless thirty (30) days unrestricted prior written notice thereof is furnished to Programmer.

vi. Be evidenced on Certificates of Insurance (or copies of policies, if required by Programmer) and be furnished to Programmer. Programmer's failure of request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of Sub-Programmer's obligations or the rights of Programmer.

vii. In no way limit or diminish Programmer's liability under other provisions of this Agreement

**6. Governing Law And Venue.** THIS AGREEMENT AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE, AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, PROVISIONS CONCERNING LIMITATIONS OF ACTION), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, NOTWITHSTANDING CONFLICT-OF-LAWS DOCTRINES OF ANY STATE OR OTHER JURISDICTIONS TO THE CONTRARY. This Agreement shall be performable in New York County, New York and the parties hereby agree that the venue of any suit or proceeding involving this Agreement shall be any federal, state or local court of competent jurisdiction located in New York County, New York, and Programmer and Sub-Programmer agree to submit to the personal jurisdiction of such courts. The provisions of this Paragraph 6 shall survive the expiration or sooner termination of this Agreement.

**7. Equitable Relief.** Sub-Programmer acknowledges that Programmer has no adequate remedy at law in the event of Sub-Programmer's breach of this Agreement. Sub-Programmer therefore agrees that Programmer, at its option, shall be entitled to equitable relief, including, without limitation, an injunction and/or specific performance of this Agreement in the event of any breach or threatened breach of this Agreement.

**8. Waiver of Breach.** No waiver by either Party hereto of any breach of this Agreement by the other shall be deemed to be construed as a waiver of any preceding or subsequent breach thereof or any rights or remedies hereunder.

**9. Severability.** A judicial determination of the invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions of this Agreement which shall continue in full force and effect.

**10. Notice.** Any notice given in connection with this Agreement must be in writing to be effective and shall be deemed to have been given on the earliest to occur of (a) hand delivery to the receiving party, (b) the next day after deposit with a recognized nationwide overnight delivery service, (c) the same day after transmittal via email (provided a copy is deposited and sent via first class mail), or (d) the third business day after it is enclosed in an envelope, addressed to the party to be notified at the address stated below (or such other address as may have been designated by written notice) properly stamped, sealed and deposited in the United States Mail, certified mail, return receipt requested:

**If to Programmer:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**If to Sub-Programmer:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**With a courtesy copy to:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**With a courtesy copy to:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**11. Assignment.** Programmer reserves the right to assign this Agreement to any party. This Agreement shall be binding on Sub-Programmer's successors and assigns, provided any such assignment or transfer shall be subject to Programmer's prior written consent and consistent with the terms of the LMA. In the event Programmer refuses to consent to such assignment or transfer or if there is a change in the controlling interest of Sub-Programmer, Programmer shall have the right to terminate this Agreement immediately. Sub-Programmer may not assign or transfer any of the rights or privileges granted to Sub-Programmer under this Agreement unless Programmer shall have first consented in writing.

**12. Entire Agreement/Amendment of Agreement.** This Agreement constitutes the entire agreement between the parties concerning the matters set forth herein and supersedes all prior

communications and understandings between the parties. This Agreement may not be modified, waived, renewed, or discharged, in whole or in part, except as provided herein, or by written agreement between the parties.

**13. Headings.** Paragraph headings are included in this Agreement for the convenience of the parties and shall not affect the construction or interpretation of this Agreement.

**14. Relationship of the Parties.** This Agreement does not constitute a joint venture agreement or partnership. Neither Party is an agent of the other, and neither Party shall have the authority to bind the other.

**15. Binding Effect.** This Agreement will not be binding on Programmer until it has been accepted and executed by an officer of Programmer.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed this Termination of Local Programming and Marketing Agreement as of the date first above written.

**NEW YORK AM RADIO, LLC**

By: American Broadcasting Companies, Inc., its  
Member Manager

By: \_\_\_\_\_  
Name: James M. Kapenstein  
Title: Vice President

**GOOD KARMA BROADCASTING, LLC**

By: \_\_\_\_\_  
Name:  
Title: