

LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING LMA (this “**LMA**”) is entered into as of August 10, 2023 (“**Effective Date**”) by and between **Christian Heritage Broadcasting, Inc.**, a Minnesota non-profit corporation (“**Licensee**”) and **Prairie Winds Broadcasting, Inc.**, a South Dakota non-profit corporation (“**Programmer**”). The Parties hereto are collectively and individually referred to herein as a “**Party**” in the singular and the “**Parties**” in the plural.

WITNESSETH:

WHEREAS, Licensee owns and operates FM translator station K253AB, Aberdeen, South Dakota (Facility ID No. 72908) (the “**Station**”) pursuant to certain licenses and authorizations issued by the Federal Communications Commission (the “**FCC**” or “**Commission**”);

WHEREAS, the Parties have entered into an Asset Purchase Agreement as of August 4, 2023 (the “**Purchase Agreement**”), with Licensee as “**Seller**” and Programmer as “**Buyer**” regarding the sale and assignment of substantially all of the assets used and useful in the operation of the Station, subject to the consent of the FCC;

WHEREAS, until such time that the FCC has granted its consent to the assignment of the Station’s FCC authorization from Licensee to Programmer and the Parties have closed under the Purchase Agreement, Programmer desires to acquire substantially all of the available broadcasting time on the Station for the provision of programming;

WHEREAS, Licensee desires to accept the programming produced by Programmer and to make substantially all of the available broadcasting time on the Station available to Programmer on terms and conditions which conform to the FCC Rules and to this LMA; and

WHEREAS, this LMA and the transaction hereby represented complies with the local and national multiple station ownership and audience reach limitations of Section 73.3555 and the program duplication limitations of Section 73.3556 of the rules and regulations of the FCC.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in light of the mutual promises and covenants contained herein, Licensee and Programmer hereby agree as follows:

1. Commencement Date and Term.

(a) Effective and Commencement Dates. This LMA shall become effective as of the Effective Date, as defined above, and Programmer’s operations shall commence on such date (“**Commencement Date**”). This LMA will remain in effect from the Commencement Date through the Closing Date as under the Purchase Agreement, or as extended as provided therein, or as otherwise agreed to by the Parties in writing unless earlier terminated pursuant to Section 5 below (the “**Term**”).

2. Use of Station Facilities. Upon the Commencement Date, Licensee will, subject to the terms and conditions herein, make available to Programmer the broadcast transmission facilities of the Station on a twenty-four (24) hour per day, seven (7) day per week basis for

carriage on the Station of programming content produced and/or selected by Programmer, delivered by Programmer at its cost and expense, provided that any and all programming material proffered by Programmer for carriage on the Station will be in material compliance with any and all applicable laws and governmental regulations, including but not limited to the Communications Act of 1934, as amended (the “**Act**”), and the rules, regulations, and policies of the FCC (the “**FCC Rules**”), and in conformity with the requirements of this LMA, including, but limited to, those under Section 4(a) below.

3. Solicitation of Underwriting or Program Sponsorship; Accounts Receivable.

Programmer will be exclusively responsible for the solicitation of underwriting and/or advertising on the Station and for the collection of accounts receivable arising from and after the Commencement Date, and Programmer shall be entitled to all revenues of the Station for sponsorship of programming during the Term. Programmer shall deliver to Licensee all receivables from programming sponsorship or underwriting prior to the Commencement Date on a monthly basis during the Term. All contracts for underwriting on the Station which may be entered into by Programmer shall terminate immediately upon the termination of this LMA (other than a termination pursuant to Section 5(a)(i)). Programmer shall not enter into any contracts or other LMAs on behalf of Licensee or the Station that would, by their express terms, require performance by Licensee following the termination of this LMA. All revenue or monies received or generated by Programmer from its activities under this LMA on and after the Commencement Date shall belong to it; Licensee shall be entitled to all revenues or monies received or generated by it from activities by it prior to the Commencement Date.

4. Programming.

(a) Program Standards. All programming shall be prepared and presented in conformity with the Standards described in Exhibit A hereto, which are specifically incorporated into and made a part of this LMA and the obligations of Programmer hereunder, and as provided in Section 2 above.

(b) Responsive Programming. Licensee shall retain the right and responsibility to air programming it deems reasonably responsive to the needs and interests of Aberdeen, South Dakota and the surrounding service areas. To exercise its rights under this sub-Paragraph, Licensee shall deliver its advance written notice(s) to Programmer reasonably advising Programmer of relevant Public Service Announcements (“**PSAs**”), local news items, or other material deemed essential to Licensee’s compliance with the Act, FCC rules and policies, and/or the public interest with the understanding that, absent the need for a broadcast under the Emergency Alert System (“**EAS**”) or other emergency matters, Licensee will provide Programmer at least seven (7) days prior notice of the time it requests for the insertion of PSAs, local news items, or other public interest material.

5. Termination.

(a) This LMA shall terminate upon the earlier of (i) the consummation of the sale to Programmer of the assets and assignment of the FCC Licenses used and useable in the daily operations of the Station pursuant to the Purchase Agreement; (ii) the first day of the first full month following termination of the Purchase Agreement; (iii) the first day of the first full month following the date on which an order of the FCC denying its consent to the assignment of

the Station's FCC Licenses to Programmer becomes a Final Order as provided in the Purchase Agreement; or (iv) the termination of this LMA by mutual consent, an uncured Event of Default, or the end of the period specified in Section 1(a) above.

6. Consideration and Payment.

(a) During the Term of this LMA and regardless of the amount of any revenues or monies received or generated by Programmer from its activities under this LMA, Programmer shall be responsible for reimbursement to Licensee of its operating expenses solely attributable to the Station including reimbursements for expenses which must remain under Licensee's control in accordance with, and as required under, the Act, the FCC Rules, and all other applicable laws. Reimbursements shall be made within five (5) business days of presentment of original invoices and/or bills, and Licensee shall be entitled to reimbursement for expenses and expenditures including but not limited to expenses associated with operations described in Section 8(a)(i-vi) herein below and all other standard and customary operating expenses solely attributable to the Licensee's operation of the Station.

7. Pro-rations. Operations of the Station shall be pro-rated to the Commencement Date of this LMA. Expenses including, but not limited to, such items as power and utilities charges, property taxes, rents, commissions, leases and LMAs, and similar prepaid and deferred items shall be prorated between Licensee and Programmer in accordance with generally accepted accounting principles, the pro-rations to be made as of the Commencement Date.

8. Expenses. Subject to pro-rations and reimbursement and subject to Section 9 below, the Parties shall retain control of and be responsible for the following expenses during the term of this LMA, respectively:

(a) Licensee. Without limitation, Licensee shall have initial responsibility (subject to its right to be reimbursed by Programmer as provided in Section 6(a) above) on and after the Commencement Date of this LMA for payment of the following items solely related to Licensee's operation of the Station:

(i) Any and all personnel expenses, including but not limited to: salary, payroll taxes, and benefits incurred by or for Licensee's FCC-required employees;

(ii) Any and all rental expenses for the Station's transmitter site, studio and offices, and any equipment purchase and/or lease payments;

(iii) Any and all utility bills, (gas, water, telephone [other than toll charges or listener call-in lines], and electricity) rendered at or in conjunction with the Station's studios, offices, and transmission facilities;

(iv) Payment of all taxes, licenses, and other governmental fees necessary for the lease, use, and ownership of the Station's facilities to include without limitation FCC Regulatory Fees;

(v) Insurance to cover loss of or damage to the Station's facilities and general liability insurance; and

(vi) Necessary replacement and general maintenance of the Station's transmission, production, and office equipment, furnishing, and fixtures, provided that such replacement and/or repair is not caused by Programmer's negligence or misuse of same.

(b) Programmer. Without limitation, from the Commencement Date of this LMA, Programmer shall pay the following:

(i) Any and all expenses incurred in the production or distribution of programming to be aired on the Station (other than PSA's, news items, and other material inserted at the request of Licensee);

(ii) Payroll taxes for Programmer's personnel used in the provision of programming contemplated herein ("**Payroll Taxes**");

(iii) Any and all fees charged by ASCAP, BMI, and SESAC ("**Music Licensing Fees**") for programming aired after the Commencement Date of this LMA; and

(iv) Any and all expenses incurred in uninstalling, moving, and safekeeping existing equipment in Licensee's facilities ("Uninstalled Equipment"). Should this LMA terminate prior to Closing as defined in the Purchase Agreement, for any reason other than material breach by the Licensee, Programmer shall bear responsibility for any and all reinstallation, replacement, or reimbursement of value regarding the Uninstalled Equipment.

9. Control of Station. Notwithstanding anything in this LMA to the contrary, Licensee hereby certifies, pursuant to Note 2 of FCC Rule 73.3555, section (j)(3), that Licensee shall at all times retain, and hereby so certifies that it has, ultimate control over the Station's operations, including but not limited to its finances, personnel, and programming. Programmer certifies that this LMA complies with the provisions of FCC Rule 73.3555(a), (c) and (d). Licensee will maintain a main studio for the Station to the extent required by FCC Rules and shall provide for a management presence which Licensee deems necessary and appropriate for the operation of the Station in the public interest (except Programmer has the option of providing office/studio facilities on behalf of Licensee). Licensee will also maintain the Station's public inspection file which will include all items required to be retained under FCC rules and policies, including but not limited to this LMA. Licensee shall retain the right to (a) reject any programming proffered by Programmer under this LMA if, in the sole opinion of Licensee, such programming is in violation of the requirements of the Act or the FCC Rules or other governmental policy or rule, contains content that violates the rights of any third Party, or otherwise is inconsistent with the public interest, or (b) substitute programs that it believes to be of greater local or national importance or that are designed to address the problems, needs, and interests of the local communities.

10. Force Majeure. Licensee shall not be liable to Programmer or be deemed to be in breach of this LMA for any malfunction of the Station's facilities, or for any delay or interruption in the broadcast of programming proffered by Programmer, due to acts of God, strikes or threats thereof, or other causes beyond the reasonable control of Licensee.

11. Retention of Broadcast Rights. Programmer shall retain whatever copyrights and other retransmission rights it has to and in any and all programming proffered for carriage on

the Station, and no programming supplied to Licensee pursuant to this LMA shall be rebroadcast, copied, or made available for any other use without the prior written consent of Programmer.

12. Filing with FCC. The Parties will cooperate in obtaining any required FCC approval of this LMA. To that end, the Parties will negotiate in good faith to amend any provision which the FCC advises the Parties, either formally or informally, is unlawful. If required by the FCC, the Parties will file a copy of this LMA with the FCC within thirty (30) days from the Effective Date of this LMA.

13. Indemnification; Insurance.

(a) Programmer hereby indemnifies and otherwise holds Licensee harmless against any and all liability to the extent arising out of (i) the acts or omissions of Programmer, or Programmer's employees, agents or contractors, under or in connection with this LMA or with respect to the Station that involve or result in libel, slander, illegal competition, or trade practices; infringement of trademarks, trade names, or program titles; and infringement of copyrights or proprietary rights resulting from the carriage of programming supplied by Programmer over the Station's broadcast transmission facilities, (ii) any content of the LMA programming, (iii) any Music Licensing Fees for which Programmer is responsible, (iv) any other matters related to, or involving, Programmer's activities under this LMA, or (v) any breach by Programmer of its obligations under this LMA. Licensee shall have the right to refuse to broadcast any programming proffered by Programmer under this LMA which, in the sole opinion of Licensee, contains matter which is or may be in violation of any right of any third Party or constitute a personal attack under FCC Rules or policy or as otherwise provided in this LMA; provided, however, that any failure by Licensee to refuse to broadcast shall not limit its right to being indemnified and held harmless. Programmer shall maintain broadcasters' liability insurance policies covering libel, slander, invasion of privacy, and the like, general liability, blanket crime, property damage, business interruption, automobile liability, and workers' compensation insurance in forms and amounts customary in the radio broadcast industry. Upon request, Programmer shall provide Licensee with certificates evidencing such insurance and shall further provide certificates evidencing renewal thereof prior to the expiration of such policies.

(b) Programmer acknowledges and agrees that (i) it is solely responsible for determining whether any matter or action by it complies with the Act, the FCC Rules, or other applicable ordinances, regulations, or laws (collectively, the "**Laws**"); (ii) any review by Licensee of any matter presented for its consent, approval, or other action shall be for Licensee's own purposes, and any consent or approval, if given, or any failure by Licensee to reject, terminate, or otherwise act with respect to any matter or activity shall not constitute a representation or other assurance that such matter or activity complies with the Laws; and (iii) any consent or approval by Licensee or any failure to reject, terminate, or take any other action shall not limit Programmer's obligation to indemnify and hold Licensee harmless as provided in this LMA.

(c) Except as herein provided, Licensee hereby agrees to indemnify and hold Programmer and the property of Programmer free and harmless from any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees and expenses, of any kind and description, contingent or otherwise

(the foregoing hereinafter collectively referred to as “**Damages**”), to the extent occasioned by, arising out of, or resulting from (i) Licensee’s activities in the operation of the Station in accordance with this LMA, but expressly excluding from such activities any related to, or arising from, the broadcast of programming provided by Programmer or other matters where, as between Licensee and Programmer, Programmer has the responsibility, or (ii) any breach by Licensee of its obligations under this LMA. Licensee shall maintain the existing general liability insurance policies on the Station. Upon request, Licensee shall provide Programmer with certificates evidencing such insurance and shall further provide certificates evidencing renewal thereof prior to the expiration of such policies.

14. Representations.

(a) Joint Representations. The Parties represent to each other that they are each legally qualified, authorized, and otherwise able to enter into this LMA.

(b) Licensee Representations. Licensee represents (i) that it has all licenses and other authorizations from the FCC and other governmental authorities necessary to operate the Station as currently operated and (ii) that it is not aware of any investigation, complaint, petition, objection, or other event, existing or threatened, which, if acted on in a manner adverse to Licensee, would have a material adverse impact on the Station’s FCC authorizations or the Station’s current operations.

15. Events of Default.

(a) Definition of Default. The following shall each constitute, after the expiration of any applicable cure period, an Event of Default:

(i) Non-Payment. Programmer’s failure to make timely reimbursements set forth in Section 8(a) above.

(ii) Breach of Representation. If any representation or warranty made in this LMA by any Party, or in any certificate or document furnished pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished.

(iii) Breach of Covenants. A Party is in material breach of any obligation or representation assumed or made under this LMA, including but not limited to, compliance with the Act and FCC rules and policies.

(b) Cure Periods. An Event of Default, apart from a failure of Programmer to timely reimburse Licensee those expenses set forth in Section 8(a), shall not be deemed to have occurred until the expiration of fifteen (15) business days after one Party has provided the other Party with written notice specifying the event or events that, if not cured, would constitute an Event of Default, and the Party in receipt of such notice has not cured the default or otherwise demonstrated that there is no default.

(c) Termination upon Default. In the event of the occurrence of an Event of Default, either Party may terminate this LMA without further liability to the other Party except for amounts accrued but not yet paid to Licensee under Section 8.

16. Specific Performance and Rights to Cure.

(a) Upon an Event of Default by Programmer, Licensee at its election may do the following:

(i) Bring suit against Buyer for Seller's actual damages and apply the Escrow Deposit (as that term is defined in the Purchase Agreement) against the damages awarded to Seller; or

(ii) Pursue any other rights or remedies available at law or equity, including, without limitation, the expulsion of the Programmer and its personnel from the Station's studio location.

(b) Upon any Event of Default under Section 15(a)(iii) above and the giving of notice thereof and a failure to cure with the time specified, the other Party shall have the right to cure such default and to seek damages from the other for its costs and expenses of such cure and for any other damages proximately caused.

(c) Any and all operating equipment and/or software purchased, leased, or otherwise acquired by Programmer to be used in the operation of the Station ("**Programmer Acquired Assets**") shall at all times remain the property of Programmer.

(d) The risk of loss or damage to any Uninstalled Equipment shall remain with Programmer until 12:01 a.m. local time on the day of Closing, as defined in the Purchase Agreement. Should this LMA terminate prior to Closing for any reason other than material breach by the Licensee, said risk shall remain with Buyer until the equipment is reinstalled, replaced, or the value of which is reimbursed.

17. Waivers. No waiver or delay by a Party of any provision of this LMA shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this LMA or at law shall not prevent the exercise by that Party of any other remedy provided in this LMA or at law.

18. Governing Law, Venue and Attorney Fees. This LMA shall be construed in accordance with the laws of the State of South Dakota. In the event either Party commences a legal action regarding this LMA, such action shall only be brought in the court of appropriate jurisdiction in Brown County, South Dakota, and both Parties consent to personal jurisdiction by such court and agree that venue shall properly lie there. In any such action, the Party most prevailing shall be entitled to recover its costs of suit and reasonable attorneys' fees, including costs and reasonable attorneys' fees on appeal.

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

20. **Successors and Assigns.** This LMA may not be assigned without the written consent of the other Party, such consent not to be unreasonably withheld. This LMA and the terms and conditions contained herein shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

21. **Counterpart Signatures; Warranties.** This LMA (and each amendment, modification, and waiver in respect of it) may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this LMA (and each amendment, modification, and waiver in respect of it) by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument. Each of the persons signing this LMA on behalf of an entity warrants and represents that he or she has the right power, legal capacity, and authority to execute this LMA on behalf of such entity, without the concurrence or approval of any other person, any entity, or any Court, and to thereby bind such entity to this LMA.

22. **Notice.** Any notice pursuant to this LMA 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: Christian Heritage Broadcasting, Inc.
1300 N. 17th Street
Suite 1100
Arlington, VA 22209
Attn: David McIver
Tel: (703) 812-0415
Email: david@praiselive.org

With copy to: Fletcher, Heald & Hildreth, PLC
Sara Hinkle
1300 North 17th Street
Suite 1100
Arlington, VA 22209
Email: hinkle@fhhlaw.com
Phone: 703-812-0415

If to Programmer: Prairie Winds Broadcasting, Inc.
3302 South Highway 281
Aberdeen, South Dakota 57401
Attn: Brian Lundquist
Tel: 605-229-3632
Email: brian@hubcityradio.com

With copy to: Sciarrino & Shubert, PLLC
330 Franklin Road
Ste. 135A-133
Brentwood, TN 37027-3280
Attn: Dawn M. Sciarrino, Esq.
Tel: (202) 256-9551
Email: dawn@sciarrinolaw.com

23. Entire LMA. This LMA embodies the entire understanding between the Parties and supersedes any and all prior and contemporaneous LMAs, representations, warranties, or understandings, oral or written, between the Parties with respect to the subject matter hereto. This LMA may be modified only by a document executed by both Parties.

24. Severability. If any provision in this LMA is held to be invalid, illegal, or unenforceable, this LMA shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein, provided that the provision held to be invalid, illegal, or unenforceable is not central to the purpose of this LMA to afford Programmer the right to supply programming to be aired on the Station for consideration.

[signature page to follow]

SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this LMA as of the Date first set forth above.

LICENSEE:

CHRISTIAN HERITAGE BROADCASTING, IN

By: 

Name: David McIver

Title: Executive Director

PROGRAMMER:

PRAIRIE WINDS BROADCASTING, INC.

By: _____

Name: Brian Lundquist

Title: President

SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this LMA as of the Effective Date first set forth above.

LICENSEE: **CHRISTIAN HERITAGE BROADCASTING, INC.**

By: _____
Name: David McIver
Title: Executive Director

PROGRAMMER: **PRAIRIE WINDS BROADCASTING, INC.**

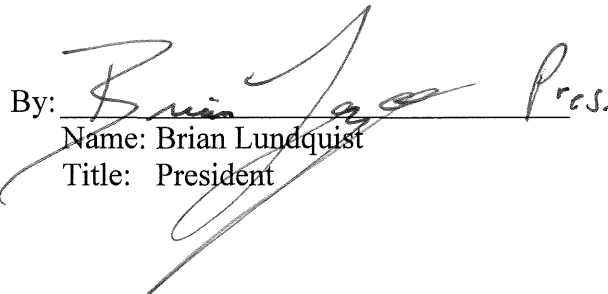
By:  _____
Name: Brian Lundquist
Title: President

EXHIBIT A PROGRAM STANDARDS

Programmer agrees to cooperate with Licensee in the broadcasting of programs of the highest possible standards of excellence and for this purpose to observe the following standards in the preparation, writing, and broadcasting of its programs and will abide by these standards:

1. Respectful of Faiths. The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

2. No Plugola or Payola. The mention of any business activity or “plug” for any commercial, professional, or other related endeavor, except where contained in an underwriting spot of a program sponsor where the person or entity is identified and such mention or “plug” otherwise complies with the Communications Act and applicable FCC Rules, is prohibited.

3. Required Announcements. Programmer shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station, (ii) an announcement at the beginning and end of each program to indicate that program time has been purchased by Programmer, and (iii) any other announcement that may be required by law, regulation, or Station policy adopted from time to time by Licensee.

4. Compliance with Underwriting Rules. Programmer shall at all times during the Term comply with the FCC’s rules regarding underwriting and record-keeping in relation thereof.

5. Discretion Paramount. In accordance with Licensee’s responsibilities under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any underwriting or program sponsorship proposed or presented over the Station which is in conflict with Station policy or which in Licensee’s sole judgment would not serve the public interest.

6. Programming Prohibitions.

(a) Programmer shall not broadcast any of the following programs or announcements:

- (i) False or unwarranted claims for any product or service;
- (ii) Infringements of any underwriter’s, sponsor’s, or other person’s rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition;
- (iii) Any disparagement of competitors or competitive goods;
- (iv) Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment;

(v) Any continuity which describes in a repellent manner internal bodily functions or symptomatic results of internal disturbances, and no reference to matters which are not considered acceptable topics in a social setting;

(vi) Any underwriting spot which may, in the opinion of Licensee, be injurious or prejudicial to the interests of the public, the Station, or honest sponsorship in general; and

(vii) Any other programming or broadcast that is prohibited under the terms of the LMA itself.

(b) Licensee may in writing waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

(c) In any case where questions of policy or interpretation arise, Programmer shall submit the same to Licensee for decision before making any commitments in connection therewith, and any decision by Licensee shall be "final".

7. Programmer's FCC Compliance. Programmer acknowledges and agrees that:

(a) It is solely responsible for determining whether any matter or action by it complies with the Act, the FCC Rules, or other applicable ordinances, regulations, or laws (collectively, the "**Laws**");

(b) Any review by Licensee of any matter presented for its consent, approval, or other action shall be for Licensee's own purposes, and any consent or approval, if given, or any failure by Licensee to reject, terminate, or otherwise act with respect to any matter or activity shall not constitute a representation or other assurance that such matter or activity complies with the Laws; and

(c) Any consent or approval by Licensee or any failure to reject, terminate, or take any other action shall not limit Programmer's obligation to indemnify and hold Licensee harmless as provided in the LMA.

Accepted and acknowledged this 10th day of August, 2023.

PROGRAMMER:

PRAIRIE WINDS BROADCASTING, INC.

By: _____

Name: Brian Lundquist

Title: President