

## **CONTINGENT APPLICATION AGREEMENT**

This Contingent Application Agreement ("Agreement") is made and entered into this 17th day of July, 2017, by and between Screen Door Broadcasting, LLC ("SDB") and Electron Benders, Inc. ("EB").

### **RECITALS**

1. SDB is the licensee of K280GO (the "Translator") in Tulsa, Oklahoma.
2. SDB possesses Construction Permit BPFT-20160726ABG (the "Translator Construction Permit") that authorizes changes in the technical parameters of the Translator.
3. EB is the licensee of KOKT-LP (the "LPFM Station") in Tulsa, Oklahoma.
4. EB possesses Construction Permit BPL-20160616ABV (the "LPFM Construction Permit") that authorizes changes in the technical parameters of the LPFM Station.
5. The Translator and LPFM Station currently operate on channels that are first - adjacent to the other.
6. SDB desires to increase the coverage area of the Translator to better serve the residents in South Tulsa.
7. EB desires to assist SDB while simultaneously obtaining authorization to operate on a channel and at a location that minimizes the interference between the LPFM Station and other stations.
8. Subject to the terms of this Agreement, SDB has agreed to compensate and provide technical assistance to EB for its cooperation in effectuating the technical changes to the Translator and LPFM Station needed to accomplish the respective goals of SDB and EB.
9. The parties believe the public interest would be served by the grant of the applications referenced herein and the initiation of service described in the application.

In consideration of the mutual promises made herein, and intending to be legally bound, the parties agree as follows:

### **AGREEMENT**

#### **1. FCC Filings.**

(a) SDB shall provide at its sole expense the services necessary to prepare an application (the "Translator Minor Modification Application") that seeks to modify the technical parameters authorized by the Translator Construction Permit. The Translator Minor Modification Application (and any amendments) shall request authority to operate on 104.1 MHz.

(b) EB shall provide at its sole expense the services necessary to prepare an application (the "LPFM Station Minor Modification Application") that seeks to modify the technical parameters authorized by the LPFM Construction Permit in a manner that does not conflict with the technical parameters proposed in the Translator Minor Modification



Application. The LPFM Station Minor Modification Application (and any amendments) shall request authority to broadcast on a frequency other than 103.9 MHz or 104.1 Mhz.

(c) On July 17, 2017, (1) SDB shall file the Translator Minor Modification Application, and (2) EB shall file the LPFM Minor Modification Application. The LPFM Minor Modification Application and the FM Translator Modification Application collectively shall be referred to as the "Contingent Applications." The contents of the Contingent Applications will include the information required for processing pursuant to 47 CFR Section 73.3517 (the "Contingent Application Rule").

(d) Both parties shall cooperate with the other as necessary to obtain approval of each of the Contingent Applications.

(e) In the event one or both of the Contingent Applications are dismissed, both parties shall cooperate with the other as necessary to file a petition to reconsider the dismissal(s) in a timely manner and amend the application(s) as necessary to cure any deficiencies preventing the grant of the application(s).

(f) Following the grant of the LPFM Minor Modification Application and the issuance of a modified construction permit (the "Modified LPFM Construction Permit"), EB shall (1) modify the technical parameters of the LPFM Station to those authorized in the Modified LPFM Construction Permit and (2) file a license application to cover the Modified LPFM Construction Permit (the "LPFM License Application") on or before December 31, 2018.

## **2. Representations and Warranties.**

(a) SDB represents to EB:

(i) that SDB has all necessary power and authority to execute, deliver and perform this Agreement and any documents contemplated hereby, that this Agreement has been duly authorized by all necessary action on the part SDB and that this Agreement constitutes a legal, valid and binding obligation of SDB enforceable against SDB in accordance with its terms; and

(ii) that the execution, delivery and performance by SDB of this Agreement and any documents contemplated hereby do not violate or conflict with any agreement, arrangement, understanding or restriction, written or oral, between SDB and any other entity or person.

(b) EB represents to SDB:

(i) that EB has all necessary power and authority to execute, deliver and perform this Agreement and any documents contemplated hereby, that this Agreement has been duly authorized by all necessary action on the part EB and that this Agreement constitutes a legal, valid and binding obligation of EB enforceable against EB in accordance with its terms; and

(ii) that the execution, delivery and performance by EB of this Agreement and any documents contemplated hereby do not violate or conflict with any agreement, arrangement, understanding or restriction, written or oral, between EB and any other entity or person.

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**3. Diligent Efforts and Cooperation.**

(a) SDB and EB shall use diligent efforts to obtain the FCC's grant of the Contingent Applications, including the filing of any amendments, letters, or pleadings responding to FCC objections or requests, opposing any third-party petitions or objections, and seeking the consent or approval (if any) of any third party.

(b) EB shall retain ultimate responsibility for the preparation and prosecution of the LPFM Minor Modification Application and SDB shall retain ultimate responsibility for the preparation and prosecution of the Translator Minor Modification Application.

(c) Neither party will take any action, fail to take any action, or submit any amendment, application, petition, pleading, or other document to the FCC or any other governmental authority (i) that is inconsistent with the terms of this Agreement; (ii) that would prevent or delay the prompt grant of the Contingent Applications; or (iii) that would prevent or delay the ability of build the facility contemplated in the FM Translator Minor Modification Application.

(d) In the event that EB is aware or becomes aware of any material impediment to obtaining all approvals necessary for grant of the LPFM Minor Modification Application, EB shall promptly notify SDB of such impediment. In the event that EB receives a communication from the FCC that directs EB to amend the LPFM Minor Modification Application or take other action to obtain a grant of the LPFM Minor Modification Application, EB shall promptly provide to SDB a copy of any such communication that is in writing and a summary of the substance of any such communication that is not in writing.

**4. Consideration.**

(a) Simultaneously with the execution of this Agreement, SDB will submit FIFTY THOUSAND DOLLARS (\$50,000.00) (the "Deposit") in the form of a wire transfer or official check to be held in escrow by Ernest A. Bedford (OK Bar #651), Bedford Crewson & Associates, PLLC, Box 330110, Tulsa, OK 74133-0110 ("Escrow Agent").

(b) An initial sum of TEN THOUSAND DOLLARS (\$10,000.00) (the "Initial Disbursement") shall be disbursed to EB immediately upon the grant of the LPFM Station Minor Modification Application. Upon release, the Initial Disbursement shall be nonrefundable to SDB provided that EB does not breach this Agreement and fail to cure the breach.

(c) The remaining balance of the Deposit shall be disbursed to EB immediately upon the grant of the LPFM License Application.

(d) If this Agreement is otherwise terminated pursuant to its terms, the remaining Deposit shall be disbursed to SDB.

(e) The parties shall not, by any act or omission, delay or prevent such disbursement unless contested by a party in good faith in writing within five (5) business days of a disbursement request, in which event the Deposit shall remain with the Escrow Agent until the parties' dispute is resolved.

**5. Term and Termination.**

(a) This Agreement is binding and effective as of the date first written above and

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shall continue in full force and effect until such time as the parties have discharged their respective obligations under this Agreement, unless this Agreement is earlier terminated pursuant to the terms of this Agreement.

(b) The following shall, after the expiration of the Cure Period (as defined below), constitute an "Event of Default" under this Agreement: (i) SDB's or EB's default in the observance or performance of any material covenant, condition, or agreement contained herein; or (ii) any representation or warranty herein made by either SDB or EB, or in any application or other document furnished under this Agreement, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

(c) An Event of Default shall not be deemed to have occurred until ten (10) business days (the "Cure Period") after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying, to the extent known, the actions necessary to cure within the Cure Period. If an Event of Default is not cured prior to the expiration of the Cure Period, the nondefaulting party, so long as such party is in material compliance with its obligations hereunder, may terminate this Agreement upon written notice to the defaulting party.

(d) Notwithstanding anything to the contrary in this Agreement, SDB may terminate this Agreement, by written notice to the EB, if (1) the Contingent Applications are not filed on July 17, 2017, or (2) EB does not or is unable to file the LPFM License Application on or before December 31, 2018.

## **6. Notices.**

All notices, requests, demands, waivers, consents and other communications required or permitted hereunder shall be in writing and be deemed to have been duly given when delivered in person (against receipt) to the party to be notified at the address set out below or sent by registered or certified mail, or by express mail or courier, postage prepaid, return receipt requested, addressed to the party to be notified, as follows:

(a) If to SDB:

Screen Door Broadcasting, LLC  
7107 South Yale #444  
Tulsa, OK 74136

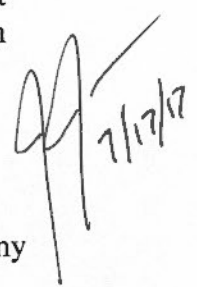
(b) If to EB:

Electron Benders  
5319 S 77th East Ave.  
Tulsa, OK 74145

Any party may change its address for notices by written notice to the other party given pursuant to this Section. Any notice purportedly given by a means other than as provided in this Section shall be invalid and shall have no force or effect.

## **7. Miscellaneous.**

(a) Except as and to the extent required by law, including without limitation, FCC rules and published policies, each party will keep confidential any information obtained from any

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other party in connection with the transactions contemplated by this Agreement. If this Agreement is terminated, each party will return to the other party all information obtained by such party from the other party in connection with the transactions contemplated by this Agreement.

(b) This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior negotiations, agreements, understandings or arrangements between the parties with respect to the subject matter hereof.

(c) Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors or assigns. Except to the extent specified herein, nothing in this Agreement, express or implied, shall confer on any person other than the parties hereto and their respective successors or assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(d) This Agreement and any rights hereunder shall not be assignable by any party hereto without the prior written consent of the other party.

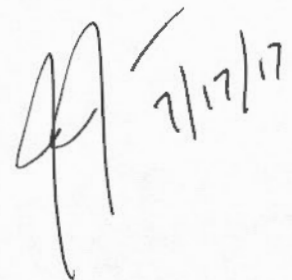
(e) This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Oklahoma (without regard to the conflict of laws provisions thereof).

(f) No term or provision of this Agreement may be amended, waived, discharged or terminated orally but only by an instrument in writing signed by the party against whom the enforcement of such amendment, waiver, discharge or termination is sought. Any waiver shall be effective only in accordance with its express terms and conditions.

(g) This Agreement may be executed in one or more counterparts, all of which together shall comprise one and the same instrument. This Agreement and any agreement or certificate executed and delivered pursuant to this Agreement may be executed and exchanged by facsimile transmission or electronic mail transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of either party hereto, the other party hereto shall re-execute original forms thereof and deliver them to the requesting party. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or certificate was transmitted or communicated through the use of a facsimile machine or electronic mail, as a defense to the formation of a contract and each such party forever waives any such defense.

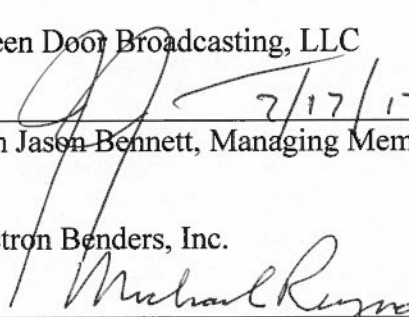
(h) Time shall be of the essence in this Agreement and the performance of each and every provision hereof.

[SIGNATURES ON THE FOLLOWING PAGE]

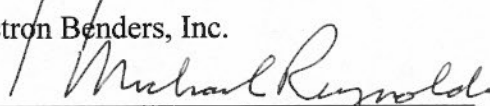
A handwritten signature, possibly reading 'J. J.', is written in dark ink. To the right of the signature, the date '7/17/17' is written in a similar handwritten style.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the date first above written.

Screen Door Broadcasting, LLC

  
2/17/17  
\_\_\_\_\_  
John Jason Bennett, Managing Member

Electron Benders, Inc.

  
\_\_\_\_\_  
Michael Reynolds, Secretary/Treasurer