

PROGRAMMING AGREEMENT
(Station WBVL-LP, Kissimmee, Florida)

This Programming Agreement (the "Agreement") is made as of this 30th day of November 2018, by and between Sucremedia, Inc., a Florida not for profit corporation ("Programmer"), and The Broadcasting Group, Inc., a Florida not for profit corporation ("Licensee").

WHEREAS, Licensee holds the Federal Communications Commission ("FCC") license for Station WBVL-LP, Kissimmee, FL (Facility ID No. 133444) (the "Station");

WHEREAS, Programmer and Licensee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement") executed concurrently with this Agreement, pursuant to which Licensee has agreed to sell to Programmer certain of the assets of the Station;

WHEREAS, Programmer desires to have access to time on the Station to present programming on the Station pursuant to the provisions hereof and pursuant to and in accordance with the Communications Act of 1934, as amended (the "Communications Act") and applicable regulations of the FCC until the closing date under the Purchase Agreement, or the expiration of the term hereof, whichever occurs first; and

WHEREAS, Licensee desires to accept Programmer's programming and transmit the programming supplied by Programmer on the Station while maintaining control over Licensee's finances, personnel matters and programming.

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto do hereby agree as follows:

ARTICLE 1
PROGRAMMING AGREEMENT

During the term of this Agreement, Programmer hereby agrees to provide and Licensee agrees to transmit on the Station certain programming, consisting of programs, announcements and advertising, sufficient to program all of the Station's broadcast day on a daily basis throughout the year and in accordance with FCC requirements (the "Programmer's Programming").

ARTICLE 2
PROGRAMMING OBLIGATIONS

2.1 Rights and Obligations of Licensee. Licensee shall remain responsible for the control of the day-to-day operations of the Station and serving the needs of the Station's community of license and service areas in conformance with its FCC licenses, permits and authorizations. Without limiting the generality of the foregoing, Licensee shall retain the following rights and obligations with respect to programming and technical operations of the

Station:

2.1.1 Licensee's Absolute Right to Reject Programmer's Programming.

Licensee shall retain the absolute right to accept or reject any Programmer's Programming that Licensee in its reasonable discretion deems contrary to the public interest.

2.1.2 Licensee's Right to Preempt Programmer's Programming for Special Events. Licensee shall have the right, in its reasonable discretion, to preempt the Programmer's Programming in order to broadcast a program deemed by Licensee to be of national, regional or local interest, and to use part or all of the hours of operation of the Station for the broadcast of events of special importance. In all such cases, Licensee will give Programmer reasonable advance notice of its intention to preempt any regularly scheduled programming. Licensee expressly agrees that its right of preemption shall not be exercised in an arbitrary manner. Programmer shall be relieved of making payments under Article 4 on a pro rata basis for any days in which preemptions are made.

2.1.3 Licensee's Personnel. It is hereby agreed that at a minimum, Licensee will employ at least two employees at the main studio of the Station in compliance with the FCC's rules and regulations. Licensee shall employ a Manager and such other engineering, programming and other personnel as are necessary to fulfill Licensee's obligations under this Agreement and the rules and regulations of the FCC. Licensee's employee(s) shall have managerial control over and direct the Licensee's day-to-day operations at the Station. Licensee's employees shall report to and be accountable to Licensee. Programmer shall have no control or right of review whatsoever over any decision by Licensee to hire or to dismiss any employee of Licensee. Licensee shall be responsible for the salaries, taxes, insurance, severance, bonuses and other benefits or obligations due or payable to all employees of Licensee.

2.1.4 Licensee's Compliance with FCC Requirements. Licensee shall comply with the FCC rules and regulations with respect to the ascertainment of community problems, needs and interests and broadcast programming responsive thereto, timely prepare and place in the Station's public inspection files appropriate documentation thereof, and comply with all other FCC rules and regulations which may be applicable to the operation of the Station.

2.2. Rights and Obligations of Programmer. Programmer shall not take any action, or omit to take any action, inconsistent with Licensee's obligations under law to retain ultimate responsibility for the programming, finances and technical operations of the Station. Without limiting the generality of the foregoing, Programmer agrees as follows:

2.2.1 Compliance with Laws and Station Policies. All Programmer's Programming shall conform in all material respects to the Communications Act and all applicable rules, regulations and policies of the FCC, and all other laws or regulations applicable to the broadcast of programming by the Station.

2.2.2 Cooperation with Licensee. Programmer, on behalf of Licensee, shall include within the Programmer's Programming all station identification announcements required by the FCC's rules, and shall, upon the reasonable request by Licensee, provide information with

respect to any of the Programmer's Programming which is responsive to the public needs and interests of the area served by the Station so as to assist Licensee in the preparation of any required programming reports, and will provide upon request other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies.

2.2.3 Copyrights. All music supplied by Programmer shall be (i) licensed by the program provider or by a music licensing agent such as ASCAP, BMI or SESAC, (ii) in the public domain, or (iii) cleared at the source of the programming by Programmer. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the Programmer's Programming broadcast on the Station.

ARTICLE 3 **OPERATIONS**

3.1 Programmer Feed. Programmer agrees to provide a broadcast-quality feed to the Station's transmitter. Programmer's technical personnel shall be responsible for connection of this feed to the Station's broadcast transmission system and for switching the signal to air at the appropriate time, under the direction and supervision of the Licensee's General Manager. To enable Programmer to fulfill its obligations hereunder, Licensee shall make Licensee's existing facilities, relays and repeaters (if any), antennas, tower, transmitter building, and transmitter site (the "Facilities") available to Programmer. Programmer will supply its programming from Programmer's own facilities but may need some access to the Licensee's studio to accomplish the transmission of the Programmer's Programming.

3.2 Responsibility for Transmission Facilities. Subject to payments to be made by Programmer as set forth in Article 4 and Schedule 4 below, Licensee shall maintain the Station's tower, transmitter building, and transmission site Facilities in good operating condition according to customary industry practices, and ensure Programmer normal access, ingress and egress over the transmission site real property. Provided however, notwithstanding the foregoing, Licensee is not responsible for maintaining Programmer's transmitters, antennas, STL equipment, or any other equipment owned by Programmer. Licensee shall provide for the delivery of electrical power to the Station's transmitting facilities at all times in order to ensure operation of the Station.

ARTICLE 4 **CONSIDERATION**

As consideration of the brokerage of air time on the Station for the broadcast of the Programmer's Programming pursuant to the terms and conditions of this Agreement, Programmer shall reimburse Licensee certain expenses set forth in Schedule 4 attached to this Agreement.

ARTICLE 5 **TERM AND REGULATORY REQUIREMENTS**

5.1 Term. Subject to the provisions for early termination contained herein, the term of this Agreement shall commence effective on the above date of execution (the "Effective Date") and shall terminate on the earlier of (i) the closing date of the transaction contemplated by the Purchase Agreement, or (ii) the termination of the Purchase Agreement, or (iii) eighteen (18) months from the date of the Purchase Agreement, or (iv) earlier if terminated by mutual agreement of the parties (the "Term").

5.2 Early Termination for Breach and Nonperformance. Should either party be in breach of this Agreement for the nonperformance of a material obligation, the non-breaching party may, in addition to pursuing any other remedies available at law or in equity, terminate this Agreement if such breach shall continue for a period of fifteen (15) days following the receipt of written notice from the non-breaching party, which notice shall indicate the nature of such breach, except if the breaching party has commenced a cure of such breach within said fifteen (15) day period, the breach is capable of cure and the breaching party acts in good faith to cure the breach within a reasonable time the breaching party shall not be deemed to be in breach.

5.3 Specific Performance. Licensee hereby acknowledges that should Licensee be in breach of this Agreement for the nonperformance of a material obligation, monetary damages would not be a sufficient remedy to redress the injury to Programmer, and that, accordingly, in addition to any other rights or remedies Programmer may have, Programmer shall be entitled to the remedy of specific performance or injunctive relief, and Licensee hereby waives any objections it may have to that form of remedy.

5.4 FCC Action.

5.4.1 Should a change in FCC policy or rules make it necessary to obtain FCC consent for the continuation or further effectuation of any element of this Agreement, both parties hereto shall use their best efforts to diligently prepare, file and prosecute before the FCC all petitions, waivers, construction applications, amendments, rulemaking comments and other related documents necessary to secure and/or retain FCC approval of all aspects of this Agreement. Notwithstanding anything in this Agreement to the contrary, except as required by FCC rules or applicable law, it is understood that no filing shall be made with the FCC with respect to this Agreement unless both parties hereto have reviewed said filing and consented to its submission.

5.4.2 If the FCC determines that this Agreement is inconsistent with Licensee's license obligations or is otherwise contrary to FCC policies, rules and regulations, or if regulatory or legislative action subsequent to the Effective Date alters the permissibility of this Agreement under the FCC's rules or the Communications Act, the parties shall renegotiate this Agreement in good faith and recast this Agreement in terms that are likely to cure the defects perceived by the FCC and return a balance of benefits to both parties comparable to the balance of benefits provided by the Agreement in its current terms. If, after such good faith negotiations, either party reasonably determines that recasting this Agreement to meet the defects perceived by the FCC is impossible, either party may terminate this Agreement without further liability upon thirty (30) days prior written notice. If termination shall occur pursuant to this section, such termination shall extinguish and cancel this Agreement.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES; COVENANTS

6.1 Licensee's Representations and Warranties. Licensee represents and warrants to Programmer as follows:

6.1.1 Compliance With Law. Licensee has substantially complied with and is now in substantial compliance with all laws, rules and regulations governing the business, ownership and operations of the Station that are material in any way to this Agreement, including, but not limited to, those of the FCC. Except as otherwise stated herein, no consent, approval or authorization by or filing by Licensee with any governmental authorities is required in connection with the transactions contemplated herein. The carrying out of this Agreement will not result in any violation of or be in conflict with Licensee's organizational documents, or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority.

6.1.2 Authority. All requisite resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Licensee have been duly adopted and complied with.

6.2 Programmer's Representations and Warranties. Programmer represents and warrants to Licensee as follows:

6.2.1 Compliance with Law. Programmer has substantially complied with and is now in substantial compliance with all laws, rules and regulations that are material in any way to this Agreement. Except as otherwise stated herein, no consent, approval or authorization by or filing by Programmer with any governmental authorities is required in connection with the transactions contemplated herein. The carrying out of this Agreement will not result in any violation of or be in conflict with Programmer's formation documents, or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority.

6.2.3 Authority. All requisite resolutions and other corporate authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Programmer have been duly adopted and complied with.

6.3 Affirmative Covenants.

6.3.1 Licensee covenants and agrees that it will fully comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) and pertinent provisions of all permits and licenses relating to the Station or this Agreement.

6.3.2 Programmer covenants and agrees that it will fully comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) in the provision of the Programmer's Programming to

Licensee or in connection with Programmer's performance of obligations hereunder.

6.4 Negative Covenants. Licensee covenants that during the term of this Agreement, Licensee shall not, without the prior written consent of Programmer (which Programmer may grant or refuse in its sole discretion) change the call letters or seek FCC consent to modification of facilities which would specify a frequency change or have a material adverse effect upon the presently authorized coverage contour of the Station.

ARTICLE 7

MISCELLANEOUS

7.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God, equipment failures or other contingencies beyond its reasonable control (each an event of "Force Majeure"), and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such Force Majeure event which interferes with such performance.

7.2 Indemnification. From and after the date of this Agreement, Programmer and Licensee shall indemnify, defend and hold harmless the other, its affiliates and their respective officers, trustees, employees and representatives, and the successors and assigns of any of them, from and against and reimburse them for, all third party claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorney's fees and expenses, resulting from (i) any programming provided by such party for broadcast on the Station, and (ii) any material breach by such party of any representation, warranty, covenant or other agreement contained in this Agreement. Each party's indemnification obligations contained in this Section 7.2 shall survive for twelve (12) months from the date of the termination of this Agreement.

7.3 Confidentiality and Press Releases.

7.3.1 No press release or public disclosure, either written or oral, of the existence or terms of this Agreement or the transactions contemplated hereby shall be made by either party to this Agreement without the consent of the other, and each party shall furnish to the other advance copies of any release which it proposes to make public concerning this Agreement or the transactions contemplated hereby and the date upon which such party proposes to make public such press release.

7.3.2 This section shall not, however, be construed to prohibit any party from (i) making any disclosures to any governmental authority or other entity that it is required to make by law, or (ii) disclosing this Agreement or its terms to its attorneys, accountants, agents or advisors.

7.4 Notices. All notices, requests, demands and other communications required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by facsimile transmission or on the third day after mailing if mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to Programmer:

Sucremedia, Inc.
1551 Fortunata Ct.
Kissimmee, FL 34744
Attention: Eduardo Colon

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

Fletcher, Heald & Hildreth, PLC
1300 N. 17th Street
11th Floor
Arlington, VA 22209
Attention: Francisco R. Montero, Esq.

If to Licensee:

The Broadcasting Group, Inc.
907 Emmett St.
Kissimmee, FL 34741

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

Fletcher, Heald & Hildreth, PLC
1300 N. 17th Street
11th Floor
Arlington, VA 22209
Attention: Francisco R. Montero, Esq.

7.5 Duty to Consult. Each party agrees that it will use its best efforts not to take any action that will unreasonably interfere, threaten or frustrate the other party's purposes or business activities, and that it will keep the other party informed of, and coordinate with the other party regarding, any of its activities that may have a material effect on such party.

7.6 Assignability. This Agreement shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns. Neither party shall assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.7 Severability. If any provision of this Agreement is held to be invalid, illegal or

unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties agree to use their best efforts to negotiate a replacement article that is valid, legal and enforceable.

7.8 Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter, and constitutes (along with the recitals hereto and the schedules and documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

7.9 Further Assurances. From time to time after the date of execution hereof, the parties shall take such further action and execute such further documents, assurances and certificates as either party reasonably may request of the other to effectuate the purposes of this Agreement.

7.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective on the Effective Date (as defined in Section 5.1 above).

7.11 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

7.12 Dealings With Third Parties. Neither party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other as its contracting broker (other than as a time broker of Station time), agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the name of the other party, or making any representations contractually binding such party.

7.13 Attorneys' Fees. The prevailing party in any proceeding relating to the enforcement or interpretation of this Agreement may recover from the unsuccessful party all reasonable and prudent out-of-pocket costs, expenses and out-of-pocket attorneys' fees (including expert witness and other consultants fees and costs) relating to or arising out of (i) such proceeding (whether or not the proceeding results in a judgment) and (ii) any post-judgment or post-award proceeding including, without limitation, one to enforce or collect any judgment or award resulting from such proceeding. All such judgments and awards shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

7.14 Governing Law. This Agreement will be governed by the laws of the State of Alabama, without giving effect to principles of conflicts of laws that may direct the application of the laws of another jurisdiction, and, as applicable, the Communications Act and rules & regulations of the FCC.

7.15 Required Certifications.

7.15.1 By Licensee. Licensee hereby certifies that it has, and shall maintain ultimate control over the Station's facilities, including specifically control over the finances, personnel, and program content of the Station. Licensee represents and warrants that this certification may be relied upon by the FCC, as well as by Programmer.

7.15.2 By Programmer and Licensee. Programmer and Licensee both certify that the arrangement with Licensee as set forth in this Agreement and as contemplated in all aspects of operation is and shall remain in compliance with 47 C.F.R. § 73.3555, concerning programming agreements, and that it will provide to the FCC any documents, exhibits, or other material necessary to demonstrate such compliance.

7.16 Limitation of Liability. Notwithstanding any provision in this Agreement to the contrary, neither party shall be liable to the other under any circumstances for loss of use, loss of sponsorship or underwriting revenue, or any other consequential damages sustained by the other party and each party hereby waives the right to recover punitive, exemplary and similar damages and the multiplied portion of damages.

[CONTINUED TO NEXT PAGE FOR SIGNATURES]

Signature Page to Programming Agreement

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

Dated: _____

PROGRAMMER
SUCREMEDIA, INC.

By:  _____

Dated: _____

LICENSEE
THE BROADCASTING GROUP, INC.

By:  _____

SCHEDULE 4

CONSIDERATION

1. **Monthly Rent.** Programmer shall pay to Licensee the lesser of (i) \$100 per month or (ii) the maximum the FCC allows payable to noncommercial educational FM stations, due on the first day on each month, by method of payment to be specified by Licensee. Each payment shall be fully credited toward the Purchase Price, as that term is defined in the Purchase Agreement, for the Station's assets.
2. **Prorations.** Payments due under this Agreement shall be prorated for partial months.