

PROGRAMMING SERVICE AGREEMENT

(Station WCRJ (FM), Jacksonville, Florida)

This Programming Service Agreement (the “**Agreement**”) is made as of this ____ day of July 2018, by and between **RADIO TRAINING NETWORK (“Programmer”)**, and **DELMARVA EDUCATIONAL ASSOCIATION (“Licensee”)**.

WHEREAS, Licensee holds the Federal Communications Commission (“FCC”) license for Station WCRJ, Jacksonville, Florida (FCC Facility ID No. 48390) (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 non-commercial educational 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, and subject to the limitations in this Agreement and the FCC’s requirements, Programmer hereby agrees to provide and Licensee agrees to transmit on the Station non-commercial educational programming and associated underwriting acknowledgments during the Station’s broadcast day on a daily basis (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. In all such cases, Licensee will give Programmer reasonable advance notice of its intention to reject any scheduled programming and will provide Programmer the opportunity to substitute programming in lieu of the rejected programming. Licensee expressly agrees that its right of rejection 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 hours or days in which rejections are made.

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. 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 hours or days in which preemptions are made.

2.1.3 Licensee's Compliance with FCC Requirements. Licensee shall continue the operation of the Station consistent with past practices, in compliance with all FCC rules and regulations and policies which may be applicable to the operation of the Station during the term of this Agreement.

2.2 Rights and Obligations of Programmer. 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 as a non-commercial educational 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 as to Programmer's Programming.

2.2.3 Copyrights and Other Rights. All music supplied by Programmer shall be (i) licensed by the appropriate program provider or by a music licensing agent, such as ASCAP, BMI, SESAC and GMR, (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, performance fees, or other similar expenses required in connection with the Programmer's Programming broadcast on the Station.

2.2.4 Insurance. Programmer shall maintain broadcast, libel, general liability insurance each in amounts no less than \$1,000,000 and as required by law, workers' compensation insurance.

ARTICLE 3 **OPERATIONS**

3.1 Programmer Feed. Programmer agrees to provide an audio 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 require periodic 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 1 below, Licensee shall maintain the Station's Facilities in good operating condition according to customary industry practices, and consistent with any lease agreements, 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 existing delivery of electrical power to the Station's transmitting facilities at all times in order to ensure operation of the Station.

3.3 Underwriting Revenues, Donations and Contributions. Programmer may solicit and enter into grants, agreements for underwriting of the Programmer's Programming to be broadcast on the Station and receive contributions, gifts, donations, and bequests, for the use or benefit of the Programmer and the Station. Programmer shall be exclusively responsible for collection of money arising therefrom. Programmer shall be entitled to retain for its own account any revenue generated by or arising from the broadcast of the Programmer's Programming on the Station, including, but not limited to, revenue resulting from underwriting, contributions, grants, gifts, donations and bequests directed to the Station or the Programmer during the Term. All underwriting revenue, donations, contributions, gifts, donations, and bequests, arising from operation of the Station prior to the Effective Date shall remain the property of the Licensee, provided however, those pertaining to the operation by Programmer of the Station after the Effective Date received by Licensee shall be allocated by Licensee to covering the operating, lease, programming and other operating expenses of the Station as outlined in Schedule 1.

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 operating expenses set forth in **Schedule 1** 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 **August 1, 2018** (the "Effective Date") and shall terminate on (i) the closing date of the transaction contemplated by the Purchase Agreement, or (ii) the termination of the Purchase Agreement, or (iii) upon termination pursuant to Section 5.2 herein or by the parties by mutual agreement (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 thirty (30) 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 thirty (30) 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.

5.4 **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 take reasonable steps to 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 not commercially reasonable or 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. Subject to the terms of the Purchase Agreement, 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 to provisions set forth in the Purchase Agreement or 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, and 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. Subject to the same qualifications and restrictions as set forth in the Purchase Agreement, 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. Subject to the terms of the Purchase Agreement, 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 to provisions in the Purchase Agreement or 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, and 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. Subject to the same qualifications and restrictions as set forth in the Purchase Agreement, 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 comply in all material respects 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 comply in all material respects 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 reasonable discretion) 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 events, actions or 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, subject to the terms, limitations and conditions of the Purchase Agreement as to indemnification, 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 Licensee:

Delmarva Educational Association
3780 Will Scarlet Road
Winston Salem, NC 27104

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

Davina S. Sashkin, Esq.
Fletcher, Heald & Hildreth, PLC
1300 N. 17th Street
Suite 1100
Arlington, VA 22209

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

Henry Hoot
7235 Bonneval Road
Jacksonville, FL 32256

If to Programmer:

Radio Training Network, Inc.
5015 S Florida Ave., STE 409
Lakeland, FL 33813

With a copy to:

A. Wray Fitch III
Gammon & Grange, P.C.
8280 Greensboro Dr - Suite 140
McLean, VA 22102

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 Programmer's rights in connection with Programmer's Programming), 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 Florida, 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 such agreements, and that it will provide to the FCC any documents, exhibits, or other material necessary to demonstrate such compliance.

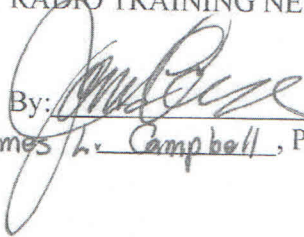
[CONTINUED TO NEXT PAGE FOR SIGNATURES]

Signature Page to Programming Service Agreement

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

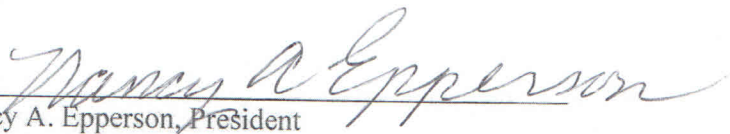
PROGRAMMER:

RADIO TRAINING NETWORK

By: 
James H. Campbell, President

LICENSEE:

DELMARVA EDUCATIONAL ASSOCIATION

By: 
Nancy A. Epperson, President

SCHEDULE 1

CONSIDERATION

A. Programmer shall reimburse Licensee for certain of Licensee's expenses in operation of the Station and/or shall pay expenses directly incurred by Programmer in the production and delivery of the Programmer's Programming.

The reimbursable expenses include, but are not limited to, the following:

1. Lease payments for tower/transmitter/transmitter building site;
2. Utilities as to all hours in which Programmer is permitted to present Programmer's Programming;
3. Station's pro-rata share of Licensee's operations manager and the Jacksonville market general manager employee, up to the amount of \$3,000.00 monthly
4. Any and all costs associated with the studio or transmitter site arising from delivery or presentation of Programmer's Programming; and
5. Repairs or maintenance costs of equipment owned or leased by Licensee utilized by Programmer in the production or delivery of the Programmer's Programming.

The direct expenses to be incurred by Programmer include, but are not limited to, the following:

1. Programmer will pay any maintenance fees, repair and/or replacement of any equipment owned by Programmer;
2. Programmer will pay for its Programmer's Programming;
3. Programmer will pay any ASCAP, BMI, SESAC, and GMR fees arising from broadcast of Programmer's Programming directly to the foregoing companies or to Licensee, whichever is appropriate, as well as for any performance rights fees;
4. Programmer will pay any for any FCC applications required to provide technical facilities necessary to enable broadcast of Programmer's Programming; and
5. Programmer will maintain its own necessary general liability and other appropriate insurance with sufficient coverage limits with respect to Programmer's Programming and its operations, including without limitation, for equipment owned by Programmer.

The amounts due as reimbursements to Licensee hereunder shall be paid by Programmer to Licensee within ten (10) days of receipt by Programmer of an itemized statement from Licensee evidencing payment of the reimbursable expenses.

All underwriting revenue, donations, contributions, gifts, donations, and bequests, arising from operation of the Station prior to the Effective Date shall remain the property of the Licensee, provided however, those received by Licensee pertaining to the Programmer's operation of the Station after the Effective Date shall be allocated by Licensee to covering expenses for the tower/transmitter site/transmitter building lease, programming and other operating expenses of the Station set forth in A. above, and those of Licensee in B. below.

B. Programmer shall not reimburse Licensee for the following expenses incurred by Licensee:

1. Licensee's taxes, if any, on the tower/transmitter site, and the studio, and any equipment or other property or Facilities or other property of any type owned by Licensee;
2. Licensee's professional services, including its attorneys' and accountants' fees and any FCC costs related to the operation of the Station for which no provision is explicitly made in this Agreement; and