

JOINT SALES AGREEMENT

This JOINT SALES AGREEMENT (“Agreement”) is dated December 4, 2023 and is entered between **FORT MYERS BROADCASTING COMPANY**, a Florida corporation (“FMBC”), and **SUN BROADCASTING, INC.**, a Florida corporation (“SUN”).

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Scope of Agreement. The Agreement sets forth the terms of cooperation between FMBC and SUN in the sale of advertising on television stations WXCW-TV, WANA-TV, WLZE-TV, WUVF-TV (collectively, the “TV Stations”) and WARO-FM, WFSX-FM, WFFY-FM, WHEL-FM, W277AP, W231DC and W290DB (collectively the “Radio Stations”). The TV Stations and the Radio Stations are collectively referred to herein as the “Stations.” For clarity, SUN shall retain one hundred percent (100%) of the revenues received from such advertising.

2. Agreement Term. The term of this Agreement will begin DECEMBER 4, 2023 (the “Commencement Date”), and will end on DECEMBER 31, 2025.

3. TV Station Advertising Sales. SUN hereby authorizes FMBC to sell all of the advertising inventory for the TV Stations to which SUN has access. For clarity, this excludes advertising availabilities for which SUN is not the sales agent, including national advertising time retained by a network and advertising time retained by programming providers.

4. Radio Station Advertising Sales. SUN hereby authorized FMBC to sell up to fifteen percent (15%) of the advertising time per week to which SUN has access on each of the Radio Stations. The dates and times of the advertising available for sale by FMBC will be determined by mutual agreement between SUN and FMBC.

5. Advertising Content; Regulatory Compliance. All advertising announcements furnished to SUN by FMBC shall comply with the Communications Act of 1934, as amended (the “Act”), the rules, regulations, and policies of the Federal Communications Commission (the “FCC Rules and Regulations”), and all other applicable federal, state, and local regulations and pertinent governmental policies, including, but not limited to, lottery restrictions, prohibitions on obscenity and indecency, deceptive advertising, false representations or deception of any kind, commercial limits in children’s programming, foreign sponsorship identification, and political broadcasting rules and the Bipartisan Campaign Reform Act, and shall not violate the rights of any third party. All material furnished by FMBC for broadcast on the Stations shall include any and all sponsorship identification, including foreign sponsorship identification, announcements as required by Section 317 of the Act and the FCC Rules and Regulations, and FMBC shall undertake in good faith to determine each instance where such announcements are required. FMBC will maintain and share with SUN upon request all records necessary to demonstrate compliance with all FCC Rules and Regulations.

6. Advertising Rates. The rates for advertising sold by FMBC shall be set by FMBC, provided, however, that SUN shall have the right to approve and modify the rates to be charged for political advertising as necessary to comply with FCC Rules and Regulations.

7. Collection and Payment. SUN is to collect all revenue from the sale of advertising contemplated by this Agreement. SUN will pay to FMBC [REDACTED] under this Agreement and will retain [REDACTED] for selling the advertising and reimbursement for any costs associated therewith. “Net Revenues” means all gross revenue actually received by SUN for the sale of advertising

on the Stations under this Agreement, less agency, buying service or other sales commissions paid to or withheld by an advertiser, agency or service, including sales commissions paid to FMBC.

8. Personnel; Expenses. FMBC shall employ and be responsible for the salaries, benefits, employer taxes, and related costs of employment of a sales staff for the sale of the advertising time and for the collection of accounts receivable with respect to the advertising sold by FMBC pursuant to this Agreement. SUN shall be responsible to deduct from collected advertising revenues and pay as appropriate amounts due for agency, buying service or other sales commissions paid to or withheld by an advertiser, agency or service, including sales commissions paid to FMBC).

9. Operation of the Stations. SUN will maintain sole control over the operations of each of the Stations according to the FCC Rules and Regulations, including, but not limited to, management, programming, finances, editorial policies, personnel, facilities and compliance with the Act and the FCC Rules and Regulations. Nothing in this Agreement gives FMBC any right to exercise any control over SUN's management, programming, finances, editorial policies, or personnel. SUN has the right to reject a commercial broadcast advertisement sold by FMBC if SUN reasonably determines, in good faith, that the broadcast of such advertisement would violate SUN obligations under the Act and the FCC Rules and Regulations to operate the Stations in the public interest and in compliance with law. SUN also has the right to preempt any of the commercial time sold by FMBC to present program material that SUN reasonably believes is of pressing public interest or concern or to meet SUN's obligations under the Act and the FCC Rules and Regulations.

10. Notice. Any notice under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered and received on the date of personal delivery; or on the day after delivery by a nationally recognized overnight courier service.

To SUN: SUN Broadcasting, Inc.
2824 Palm Beach Blvd.
Fort Myers, FL 33916
Attn: Mr. James W. Schwartzel

To FMBC: Fort Myers Broadcasting Company
2824 Palm Beach Blvd.
Fort Myers, FL 33916
Attn: Mr. Brian A. McBride

11. No Assignment. This Agreement shall not be assigned by any party.

12. Entire Agreement; Modification. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and shall not be modified, supplemented or terminated except in writing executed by SUN and FMBC.

13. Severability; Reform.

(a) If any provision of this Agreement or the application thereof to any person or circumstance shall be found to be invalid, unenforceable or contrary to applicable law or regulation to any extent by any court, administrative agency or similar governmental authority, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. If any such determination of invalidity affects the fundamental expectations of SUN or FMBC, the

parties will negotiate to reform the Agreement to the extent necessary to protect SUN's and FMBC's reasonable expectations under the Agreement.

(b) If the FCC alters the FCC Rules and Regulations in a way that raises doubts about (i) the validity of any provision of this Agreement or (ii) the compliance of SUN and FMBC with the FCC Rules and Regulations as a result of this Agreement, then SUN and FMBC will negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC rules and policies, while attempting to preserve the benefit of the bargain for both SUN and FMBC.

14. Termination. SUN or FMBC may terminate this agreement upon thirty (30) days' notice if the other party materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days' notice of the breach.

15. Waiver. No failure on the part of any party hereto to exercise and no delay in exercising any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or remedy.

16. Governing Law. This Agreement shall be deemed to have been executed and entered into in the State of Florida and shall be constructed, enforced and performed in accordance with the laws thereof.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

18. Sealed Instrument. It is the intention of FMBC and SUN that this Agreement operate as a sealed instrument and compensation be redacted for public inspection.

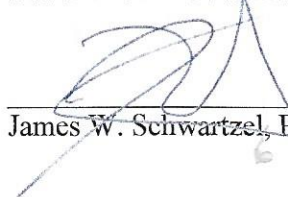
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, all as of the date first written above.

FORT MYERS BROADCASTING COMPANY



Brian A. McBride, President

SUN BROADCASTING INC.



James W. Schwartzel, President