LOCAL MARKETING AGREEMENT

This LOCAL MARKETING AGREEMENT (this "Agreement") is entered into as of November 6, 2020 (the "Execution Date") and is effective as of November 9, 2020 (the "Effective Date"), by and between **FORUM COMMUNICATIONS COMPANY** ("Licensee") and **BAKKEN BEACON MEDIA, LLC, d/b/a FLAG FAMILY MEDIA** ("Programmer").

RECITALS:

WHEREAS, Licensee is the licensee and operator of commercial radio station WDAY(AM), Facility ID Number 22126, Fargo, North Dakota, and FM translator station K226CL, Facility ID Number 62217, Fargo, North Dakota (collectively, the "Station"), including those licenses, permits and authorizations issued by the Federal Communications Commission (the "FCC"), and Licensee owns or leases all other assets used in connection with the operation of the Station;

WHEREAS, Programmer desires to produce and/or provide a programming format for the Station and sell the Station's commercial advertising time, and Licensee desires to make available to Programmer airtime on the Station and accept for broadcast the programs and advertisements of Programmer, on the terms set forth in this Agreement;

WHEREAS, Programmer desires that Licensee grant to Programmer, and Licensee is willing to grant to Programmer, an option to purchase the Station (including certain assets used or useful in the operation of the Station, including the FCC license(s) of the Station, and to assume certain liabilities related to the Station, subject to the prior approval of the FCC) during the term of this Agreement, for the consideration and on the other terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
SALE OF TIME

1.1   Sale of Time. Subject to the provisions of this Agreement and to applicable rules, regulations and policies of the FCC ("Rules and Regulations"), Licensee agrees to make the Station's broadcasting transmission facilities available to Programmer for broadcast of Programmer's programs on the Station (the "Programming"). Subject to Section 2.4 below, Programmer will have the right to broadcast on the Station up to twenty-four (24) hours of programming each day during the Term (as defined in Section 1.2 below).

1.2   Term. The term of this Agreement shall begin as of the Effective Date and shall continue unless earlier terminated in accordance with the terms of Section 10.1. and/or 10.2 below (the "Term").

ARTICLE II

PROGRAMMING AND OPERATING STANDARDS AND PRACTICES

2.1   Compliance with Standards. Programmer agrees to work with Licensee to ensure mutually acceptable Programming, and all Programming delivered by the Programmer and all programming supplied by the Licensee during the term of this Agreement shall be in accordance with the Rules and Regulations, and the programming policies set forth on Schedule 2.1 ("Program Policies"). The Licensee reserves the right to refuse to broadcast any Programming containing matter that the Licensee believes is not in the public interest or that may violate the right of any third party, or that the Licensee determines is, or in the opinion of the Licensee may be deemed to be, indecent (and not broadcast during the safe harbor for indecent programming established by the FCC) or obscene by the FCC or any court or other regulatory body with authority over the Licensee or the Station. If the Programmer does not adhere to the Program Policies or the Rules and Regulations, the Licensee, upon written notice to Programmer, may suspend or cancel any specific program not so in compliance.

2.2   Political Broadcasts. The Programmer shall maintain and deliver to the Licensee all records and information required by the Rules and Regulations to be placed in the Station's online public inspection files pertaining to the broadcast of political programming and advertisements and to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with the provisions of Sections 73.1943 and 73.3526 of the Rules and Regulations. The Programmer shall consult and cooperate with the Licensee and adhere to all applicable Rules and Regulations, as announced from time to time, with respect to the political advertisements and programming (including, without limitation, the rights of candidates, as appropriate, and to the equal opportunity provisions of the Rules and Regulations) and the charges permitted therefor. The Programmer shall promptly provide to the Licensee such documentation relating to such programming as the Licensee is required to maintain in its public inspection files, or as the Licensee may reasonably request.

2.3   Handling of Communications. The Programmer and the Licensee shall cooperate in promptly responding to all mail, email, cables, telegrams, or telephone calls directed to the Station in connection with the Programming provided by the Programmer or any other matter relevant to its responsibilities hereunder. The Programmer shall provide copies of all such correspondence to the Licensee, and the Licensee shall provide copies of all such correspondence to the Programmer. Promptly upon receipt, the Programmer shall advise the Licensee, and the Licensee shall advise the Programmer, of any public or FCC complaint or inquiry known to the Programmer or the Licensee, as applicable, concerning such Programming, and each shall provide the other with copies of any letters from the public, including complaints concerning such Programming. Upon the Licensee's request, the Programmer shall broadcast material responsive to such complaints and inquiries. Notwithstanding the foregoing, the Licensee shall handle all matters or inquiries relating to FCC complaints and any other matters required to be handled by the Licensee under the Rules and Regulations.

2.4   Preemption and Failures to Broadcast. The Licensee may, from time to time, preempt portions of the Programming to broadcast emergency information or programs it deems would better serve the public interest. The Programmer shall be notified in writing, at least two days in advance, of any preemption of any of the Programming for the purpose of broadcasting programs the Licensee deems necessary to serve the public interest unless such advance notice is impossible or impractical, in which case the Licensee shall notify the Programmer promptly, in

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writing, upon making such determination. Such preemption shall occur to the extent that the Licensee deems preemption necessary to carry out its obligations as an FCC licensee. Notwithstanding the foregoing, with prior notice to Programmer, Licensee shall have the right to take the Station off the air for up to four hours per week for regular maintenance, during the hours of 1:00 a.m. to 5:00 a.m. Monday through Sunday.

2.5   Rights in Programs. All right, title, and interest in and to the Programming, and the right to authorize the use of the Programming in any manner and in any media whatsoever, shall be and remain vested at all times solely in the Programmer. In the event that this Agreement is terminated, the Programmer and the Licensee will cooperate fully in effecting the assignment of any program rights to the Licensee.

2.6   Payola and Plugola. The Programmer agrees that it will take all reasonable steps to assure that neither it nor its employees or agents will accept any gift, gratuity, or other consideration, directly or indirectly, from any person or company for the playing of music, the presentation of any programming, or the broadcast of any commercial announcement over the Station without reporting the same to the management of the Licensee and without such broadcast being announced as sponsored. It is further understood and agreed that no commercial message, plugs, or undue reference shall be made in programming presented over the Station to any business venture, profit-making activity, or other interest (other than non-commercial announcements for bona fide charities, church activities, or other public service activities) without the same having been approved by the management of the Licensee and said broadcast being announced as sponsored.

2.7   Advertising and Programming. Programmer and Licensee have agreed on a plan for the responsibility of expenses to be paid after the Effective Date, as outlined in Appendix B attached hereto. Licensee shall be solely responsible for any expenses incurred by it in connection with the broadcast of Programming and advertising on the Station prior to the Effective Date. Licensee shall also be entitled to all revenue in connection with the Station prior to the Effective Date. The Programmer does not assume any obligation of the Licensee under any contract or advertising arrangement entered into by the Licensee on or after the Effective Date that interferes in any way with the Programmer's Programming. The Programmer will advise the Licensee of its lowest unit charges for political advertising.

2.8   Streaming Programming. Licensee and Programmer shall continue with current audio streaming vendors. Programmer shall consider options that may result in efficiency or cost savings.

2.9   Compliance with Laws. At all times during the term of this Agreement, the Programmer and the Licensee shall comply in all material respects with all applicable federal, state, and local laws, rules, and regulations.

2.10   Certifications. The Licensee certifies that the Licensee shall maintain ultimate control over the Station's facilities, including, specifically, control over the Station's finances, personnel, and programming, and the Programmer certifies that this Agreement complies with the provisions of Section 73.3555 of the FCC's rules.

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ARTICLE III
RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

3.1   Programmer's Employees.

(a)   The Programmer shall employ and be responsible for the payment of salaries, taxes, insurance, and all other costs related to all personnel used by Programmer in the production of the Programming, including those employees of Licensee who may be offered employment as of the Effective Date (the "Programmer's Employees").

(b)   The Licensee shall have no authority over and shall not supervise persons in the employ of the Programmer after the Effective Date.

(c)   The Programmer will not incur any liability on account of the Licensee's Employees (as defined herein).

3.2   Licensee's Employees.

(a)   The Licensee shall employ and be responsible for the payment of salaries, taxes, insurance, and all other costs ("Employee Costs") related to all personnel necessary to (i) fulfill its obligations as the Licensee, (ii) transmit the Programming, and (iii) deliver any other programming (the "Licensee's Employees"). The Licensee will not incur any liability on account of the Programmer's Employees.

(b)   The Licensee shall retain a general manager with authority over the operation of the Station during the Term hereof.

(c)   The Programmer shall have no authority over and shall not supervise Licensee's Employees.

3.3   Operating Expenses. The Licensee shall be responsible for the payment when due of all fees and expenses directly relating to the operation and/or maintenance of the Station as necessary for the Licensee to maintain the licensed transmitting capability of the Station and to fulfill its obligations as an FCC licensee, including, but not limited to, (i) any ASCAP, BMI, SESAC, and other copyright fees associated with the delivery of Licensee's programming, (ii) any expenses incurred in connection with the sale of advertising time hereunder in connection with the delivery of Licensee's programming (including, without limitation, sales commissions), (iii) any utility payments incurred in the operation of the Station, including but not limited to for the towers and transmitters used in the operation of the Station, (iv) any rent, mortgage, and other payments for equipment used by the Licensee in the operation of the Station, (v) FCC regulatory fees, and (vi) Employee Costs (collectively, the "Operating Expenses").

3.4   Capital Expenses. Programmer and Licensee shall discuss and mutually agree upon purchase of capital expenses in excess of twenty-five hundred dollars ($2,500.00) incurred in making repairs or replacements to the facilities and equipment used in producing the Programming and operating the Station (each such expense, a "Capital Expense"). Both parties agree to only pursue such Capital Expenses deemed important and necessary. Notwithstanding the foregoing,

Licensee may incur a Capital Expense in its sole discretion. Licensee shall be responsible for the payment and installation of any such Capital Expense.

3.5   Calculation of Profit and Loss. Calculation of Station profits and losses shall be determined in accordance with Schedule 3.5 attached hereto.

ARTICLE IV
OPERATION OF STATION

4.1   Retention of Authority. Notwithstanding any provision of this Agreement to the contrary, the Licensee shall retain full authority and power with respect to the operation of the Station during the Term. The parties agree and acknowledge that the Licensee's continued control of the Station is an essential element of the continuing validity and legality of this Agreement. Accordingly, the Licensee shall employ such personnel as the Licensee determines may be necessary to fulfill its obligations as licensee under the Communications Act of 1934, as amended (the "Communications Act"), and the Rules and Regulations, and its obligations in accordance with Section 3.2 hereof. The Licensee shall retain authority and control over the policies, programming, and operations of the Station. The Licensee shall have full responsibility to effectuate compliance with the Communications Act and the Rules and Regulations, regulations, and policies. The Licensee shall be responsible for maintaining the Station's online public inspection files, and the Programmer shall reasonably cooperate with Licensee to provide information, records, and data reasonably requested by Licensee for such purpose.

4.2.   Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with the Rules and Regulations. Programmer shall include in the Programming it delivers for broadcast an announcement at the beginning of each hour of such Programming to identify such call letters, as well as any other announcements required by the Rules and Regulations.

4.3.   Force Majeure. No failure or impairment (*i.e.*, failure to broadcast at a Station's full authorized height and power) of the facilities of the Station or any delay or interruption in the broadcast of the Programming, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, or terrorists, strikes or threats thereof or *force majeure* shall constitute an Event of Default under this Agreement.

ARTICLE V
GRANT OF LICENSES

5.1   License to Use Station's Equipment and Facilities. The Licensee grants the Programmer, without additional charge, a license to access and use, as needed, all of the Station's equipment, facilities, and furnishings contained therein ("Station's Equipment") in the production and broadcasting of the Programming and sales and administration relating thereto, in accordance with the terms set forth in this Section 5.1 (the "Programmer License"). The Programmer License shall have a term beginning on the Effective Date and ending upon the termination of this Agreement.

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5.2   License of Intellectual Property. Should Programmer seek to use the intellectual property owned by or licensed to the Licensee and used in the operation of the Station, Programmer shall inform Licensee of same, and the parties shall discuss the terms, if any, upon which Licensee may (but is not obligated) to grant Programmer the right to use any such intellectual property.

ARTICLE VI
INDEMNIFICATION

6.1   By Programmer. Programmer shall indemnify and hold Licensee harmless from and against any and all claims, losses, costs, liabilities, damages and expenses of every kind, nature and description, including but not limited to indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights arising out of or resulting from Programmer's broadcasts pursuant to this Agreement or any material default by Programmer of its obligations hereunder.

6.2   By Licensee. Licensee shall indemnify and hold Programmer harmless from and against any and all claims, losses, costs, liabilities, damages and expenses of every kind, nature and description, including but not limited to indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights arising out of or resulting from programming originated by Licensee or by any material default by Licensee of its obligations hereunder.

6.3   General Indemnities. Each party shall indemnify and hold the other harmless against all claims, counterclaims, demands, causes of action, losses, investigations, proceedings, penalties, fines, expenses, and judgments, including reasonable attorney's fees and costs, arising directly or indirectly out of (i) such party's negligence or willful misconduct or the negligence or willful misconduct of such party's agents or employees in connection with this Agreement, (ii) such party's breach or default or non-performance of its representations, warranties, covenants, agreements, and obligations under this Agreement, and (iii) the construction of Programmer and Licensee as having the relationship of joint venturers or partners.

6.4   Notice of Indemnity Obligation. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this Article 6 unless such claim for indemnification is asserted in writing delivered to the other party, and, where such claim, loss, cost, liability, damage or defense involves a legal action, the party against whom indemnification is sought has been given written notice sufficiently in advance to permit such party to defend, contest, or compromise such action at its own cost and risk.

6.5   Survival. The obligation of Programmer and Licensee to indemnify and hold each other harmless as set forth in this Agreement shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations as to the parties hereto and to claims of third parties.

ARTICLE VII
WARRANTIES AND COVENANTS OF THE LICENSEE

7.1   Licensee's Representations, Warranties and Covenants. Licensee warrants and covenants to Programmer that:

a.   Qualification. The Licensee is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Licensee.

b.   Authorizations. The Licensee now holds all permits and authorizations necessary for the operation of the Station, including all FCC permits and authorizations. Licensee shall use reasonable commercial efforts to maintain such permits and authorizations throughout the Term.

c.   Compliance. Licensee shall be responsible for the Station's compliance with all applicable provisions of the Communications Act, and the Rules and Regulations (including the technical operating and reporting requirements established by the FCC), and all other applicable laws. Licensee shall be responsible for ensuring that qualified control operators monitor and control the Station's transmissions at all times, in full conformity with FCC requirements.

d.   Station Identification. Licensee, with the reasonable cooperation of Programmer, shall ensure that all required station identification announcements are broadcast as required by the Rules and Regulations.

e.   Emergency Broadcasting. Licensee shall maintain appropriate EAS receivers, tone generators, and such other equipment as may be required to conform to the Rules and Regulations.

f.   Prompt Payment of Expenses. Licensee shall promptly pay when due those expenses or obligations relating to the operation of the Station, including its equipment and facilities, for which Programmer is not specifically responsible hereunder, and shall take reasonable steps necessary to ensure the continued uninterrupted use of that equipment and those facilities by Programmer.

g.   No Violation. Licensee, to its knowledge, is not in material violation of any statute, ordinance, rule, regulation, order or decree of any federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which material default or violation would have an adverse effect on the business or operation of the Station or its assets or on Licensee's ability to perform its obligations under this Agreement.

h.   Transmitting Facilities. The transmitting and tower facilities of the Station are currently, and during the Term shall be, maintained in accordance with good engineering practice and the Rules and Regulations and shall transmit in accordance with their FCC licenses. The Station currently complies in all material respects with all engineering requirements as set forth in its FCC authorizations, and Licensee shall maintain compliance

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therewith. Licensee shall consult with Programmer prior to seeking any modification to the license(s) of the Station.

ARTICLE VIII
WARRANTIES AND COVENANTS OF PROGRAMMER

8.1   Programmer's Representations, Warranties and Covenants. Programmer represents, warrants and covenants to Licensee that:

      a.   Qualification. Programmer is legally and financially qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligations of Programmer.

      b.   Compliance. All of the programming, advertising and promotional material Programmer broadcasts on the Station shall be in accordance with the Rules and Regulations and the Communications Act, and the standards established by Licensee. Programmer shall cooperate with Licensee so that Licensee may fulfill its FCC obligations, including, without limitation, by including, within the Programming it supplies to the Station, programs or program segments, addressing local needs and interests the Station's community of license and providing Licensee with a list of such programming, the date broadcast, and the local needs addressed in a form suitable for inclusion in Licensee's quarterly issues-programs list.

      c.   Station Identification. Programmer shall cooperate with Licensee to ensure that all required station identifications announcements are broadcast as required by the Rules and Regulations.

      d.   Nondiscrimination Policy. Programmer shall not discriminate in advertising contracts on the basis of race or ethnicity. Any provision in any order or agreement for advertising on the Station that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed, or otherwise made a part of a particular contract shall be deemed rejected and void.

      e.   Correspondence. Programmer shall promptly forward to Licensee any mail or which it may receive from any agency of government or any correspondence from members of the public, including email, or other information it may receive relating to the Station or to any of Programmer's programming broadcast on the Station.

ARTICLE IX
OPTION TO PURCHASE

9.1   Grant of Option. Subject to the terms and conditions of this Agreement, and in consideration of the premises, the mutual covenants and agreements contained herein, Licensee hereby grants to Programmer an option (the "Option") to purchase the "Purchased Assets" (as such term is defined in the Asset Purchase Agreement attached hereto as Exhibit A (the "Purchase Agreement") in the manner and subject to the terms and conditions set forth in Schedule 9.1 attached hereto.

ARTICLE X
TERMINATION

10.1   Grounds. In addition to any other remedies available at law or equity, this Agreement may be terminated as set forth below by either Licensee or Programmer by written notice to the other, if the party seeking to terminate is not then in material default or breach of this Agreement, upon the occurrence of any of the following:

a.   This Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction over the parties, and such order or decree has become final and no longer subject to further administrative or judicial review;

b.   The other party is in material breach of its obligations hereunder and has failed to cure such breach within fifteen (15) days of written notice from the non-breaching party;

c.   The other party shall make a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which if filed against such party, has not been dismissed within sixty (60) days thereof; or

d.   There has been a change in the Rules and Regulations or case law precedent that would cause this Agreement or any provision thereof to be in violation thereof and such change is not the subject of an appeal or further administrative review.

10.2   Automatic Termination. This Agreement shall automatically terminate upon the earlier occurrence of any one of the following:

a.   The Closing of a sale of the Station, as defined in the Purchase Agreement (which shall follow FCC approval of the transaction);

b.   The termination of the Purchase Agreement; provided, however, that no party may use its own breach under the Purchase Agreement as grounds to terminate this Agreement;

c.   In accordance with the terms of the Option (as set forth in Schedule 9.1), inclusive of Section 4 thereof);

d.   If not earlier terminated, November 30, 2025, unless otherwise agreed by the parties; or

e.   The mutual written consent of both parties.

10.3   Certain Matters Upon Termination.

a.   Upon any termination of this Agreement, the Licensee shall have no further obligation to provide to the Programmer any broadcast time or broadcast transmission facilities.

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b.   If this Agreement terminates other than as a result of the Closing (as defined in the Purchase Agreement), the Programmer shall (i) assign to the Licensee and the Licensee shall assume the Station's business contracts, together with all other contracts and other agreements that the Programmer has entered into with respect to the Station that are in effect on the date of such termination or expiration; (ii) be responsible for only those obligations under the contracts arising on or after the Effective Date and prior to the termination of this Agreement; and (iii) be responsible for collecting the accounts receivable arising from the Programmer's operation of the Station on or after the Effective Date and prior to the termination of this Agreement. In addition, if this Agreement terminates other than as a result of the Closing, the Licensee shall reimburse the Programmer for sales commissions paid by the Programmer for sales relating to the contracts to the extent that the revenue from such sales relates to commercial announcements to be broadcast after the termination of this Agreement.

10.4   Effect of Termination. Upon termination of this Agreement according to the provisions of this Article 10, the payments, reimbursements and fees provided for hereunder shall be prorated to the effective termination date of this Agreement. Licensee shall cooperate reasonably with the Programmer to the extent permitted to enable Programmer to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such programming that which otherwise would have been paid to Programmer hereunder.

10.5   No Release of Liability Through Termination. No termination pursuant to Article 10 shall relieve any party of liability it would otherwise have for breach of this Agreement.

ARTICLE XI
MISCELLANEOUS

11.1   Notices. Any notice required hereunder shall be in writing, including by facsimile, and any payment, notice or other communications shall be delivered personally, or mailed by certified mail, postage prepaid, with return receipt requested, or delivered to FedEx (Federal Express), or any other nationally recognized overnight delivery service for next morning delivery or when dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch), or by email with such notice attached in Portable Document Format (PDF) and sent with requests for delivery and read receipts, the return of such receipts being deemed conclusive evidence of such dispatch, in each case addressed to the persons, parties or entities identified as follows:

If to Licensee:

Forum Communications Company
301 S. 8th Street
Fargo, ND 58103
Attention: Josh Rohrer
jrohrer@wday.com

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

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Tim Nelson
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
P.O. Box 1800 (ZIP 27602)
150 Fayetteville Street
Suite 1700
Raleigh, NC 27601
E-Mail: tnelson@brookspierce.com

If to Programmer, then to:

Bakken Beacon Media LLC
d/b/a Flag Family Media
2852 Thunder Rd. S.
Fargo, ND 58104-6289
Email: steve@flagfamily.com

a. Alternate Addressees. Notice, as provided by this Section, may be given to any other person or party, as any party hereto may in the future designate in writing, upon due notice to the other party(ies).

b. Date of Notice, Action. The date of delivery by hand, or the postal receipt for deposit with the U.S. Mail, or email or facsimile delivery receipt, or courier service specified herein shall establish the date of such notification or communication. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on a Saturday, Sunday, a federal legal holiday or legal holiday by law in the State of North Dakota, the last day for such notification, communication or action shall be extended to the first date thereafter which is not a Saturday, Sunday or such legal holiday.

11.2 Modification and Waiver. No modification of any provision of this Agreement shall in any event be effective unless the same shall be in writing and then such modification shall be effective only in the specific instance and for the purpose for which given.

11.3 Construction. This Agreement shall be construed in accordance with the internal laws of the State of North Dakota, and the obligations of the parties hereto are subject to all federal, state and local laws and regulations now or hereafter in force and to the Rules and Regulations and all other government entities or authorities presently or hereafter to be constituted.

11.4 Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

11.5 Counterpart Signature. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original and binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be legally binding and effective upon delivery of facsimile or email scanned signatures.

11.6   Entire Agreement. This Agreement supersedes any prior agreements between the parties, other than the Purchase Agreement, and contains all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

11.7   No Partnership or Joint Venture Created. Nothing in this Agreement shall be construed to make Licensee and Programmer partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.

11.8   Assignment. Neither Programmer nor Licensee may assign this Agreement without the prior approval of the other party, which approval shall not be unreasonably withheld or delayed, provided that Programmer may freely assign this Agreement without Licensee's approval to any corporation, partnership, or other entity which is controlled by or under common control with Programmer.

11.9.   Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the Rules and Regulations and all other applicable laws. The parties agree to file a copy of this Agreement with the FCC in accordance with applicable Rules and Regulations. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision, except where the unenforceability prevents or effectively prevents a party from achieving the purposes of this Agreement, in which event, the parties shall negotiate in good faith to revise the Agreement to eliminate the invalid, illegal, or unenforceable provision. If the parties are not able to reach agreement as to any amendment to this Agreement to address the invalidly, illegality or unenforceability, within thirty (30) days of the holding that the Agreement is invalid, illegal or a provision is released, this Agreement shall terminate.

11.10.   Further Assurances; Cooperation. After the Effective Date, each of the parties, upon the reasonable request of the other, will take such reasonable actions or deliver or execute such further documents, materials, signatures, or information as may be reasonably necessary to assure compliance with, or effectuation of, the terms and conditions to this Agreement and the *bona fide* good faith intentions of the parties hereto. Each party will reasonably cooperate with the other with respect to establishing and attaining the strategic and operational goals of the Station.

11.11   Rules of Interpretation. The following rules of interpretation shall apply to this Agreement: the defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined; whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms; the words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation," and any list or series following any such term(s) is not exhaustive and not meant to be limited to elements or items of the same or similar kind; all references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require; all references to "herein," "hereof," "hereunder," and words of similar import shall refer to this Agreement as a whole rather than specific sections hereof unless the context shall otherwise require; the word "or" is not exclusive; a reference to any law includes any amendment or modification of such law and all regulations, rulings, and other laws promulgated thereunder and any reference to the laws of any jurisdiction

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shall be deemed to include a reference to the analogous laws, if any, of another relevant jurisdiction; references to any document, instrument, or agreement (i) shall include all exhibits, schedules, and other attachments thereto, which shall be deemed incorporated by reference in such document, instrument, or agreement, (ii) shall include all documents, instruments, or agreements issued or executed in replacement thereof, and (iii) shall mean such document, instrument, or agreement, or replacement thereof, as amended, modified, and supplemented from time to time and in effect at any given time; this Agreement is the result of arm's-length negotiations among, and has been reviewed by, each party hereto and its respective counsel, and accordingly, this Agreement shall be deemed to be the product of the parties thereto, and no ambiguity shall be construed in favor of or against any party; and references to either party's "knowledge" shall mean the actual knowledge of the principals of such party, and the knowledge that each such person would have reasonably obtained after making due and appropriate inquiry with respect to the particular matter in question.
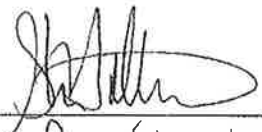
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IN WITNESS WHEREOF, the parties have executed this Local Marketing Agreement to be effective as of the date first above written.

PROGRAMMER:

BAKKEN BEACON MEDIA, LLC
D/B/A FLAG FAMILY MEDIA

By: _____

Its: _____President_____

LICENSEE:

FORUM COMMUNICATIONS COMPANY

By: _____

Its: _____CEO_____

SCHEDULE 2.1

Programming Policy

Programmer and Licensee shall cooperate with each other in the broadcasting of programming of the highest possible standard of excellence. Without limiting the generality of the foregoing, the parties will observe the following policies in the preparation, writing, and production of their own (non-syndicated or network) programs:

(a) *Respectful of Faiths*. The subject of religion and references to particular faiths and tenets shall be treated with respect at all times.

(b) *EAS Tests*. During all hours when Programming is being broadcast over the Station, at the location from which the Programming is being originated, a receiver shall be maintained capable of receiving test messages and alerts over the Emergency Alert System, which EAS receiver Licensee shall cause to be operated in automatic mode or be continuously monitored or otherwise operated so as to assure compliance with the FCC's Emergency Alert System ("EAS") rules. Such equipment shall be in compliance with the Rules and Regulations concerning EAS equipment. If an EAS test or alert is received during the hours when Programmer is delivering its Programming for broadcast over the Station, Programmer shall cause the appropriate EAS test or alert message to be delivered to Licensee to be transmitted over the Station and shall, in the event of an actual activation of the Emergency Alert System, cause all steps that the Station are required to take in such an event to be taken. Licensee shall be responsible for assuring that the receipt and broadcast of all EAS tests and alerts are properly recorded in the Station's logs.

(c) *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 actual commercial message of a sponsor, or otherwise lawful, is prohibited.

(d) *No Lotteries*. Announcements giving any information about lotteries or games prohibited by federal or state law or regulations are prohibited.

(e) *Election Procedures*. At least sixty (60) days before the start of any lowest-unit-charge period for any primary or primary run-off or general or special election, Programmer will clear with Licensee's general manager the rates Programmer will charge for time to be sold to candidates for public office or to any other party entitled to the lowest unit charge to make certain the rates charged are in conformance with applicable law and Licensee's policy.

(f) *Required Announcements*. Programmer shall include in the Programming (i) an announcement in form satisfactory to Licensee at the beginning of each hour to identify the Station, (ii) an announcement at the beginning of each broadcast day or appropriate broadcast period to indicate that program time has been obtained by Programmer, and (iii) any other announcement that may be required by law or regulation.

(g) *Commercial Record Keeping*. No commercial messages or *plugs* shall be made in programming presented over the Station with reference to any business venture, profit-making activity, or other interest (other than non-commercial announcements for *bona fide* charities, church activities, or other public service activities) in which Programmer or its

employees is or are directly or indirectly interested without the same having been approved in advance by Licensee's general manager or such broadcast being announced and logged as sponsored.

(h)   *No Illegal Announcements.* No announcement or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Station.

(i)   *Licensee's Discretion Paramount.* In accordance with Licensee's responsibility under the Communications Act and the Rules and Regulations, Licensee reserves the right to reject or terminate any advertising or programming being presented over the Station that in Licensee's sole judgment would not serve the public interest.

(j)   *Non-Discrimination in Advertising.* Programmer shall not discriminate on the basis of race or ethnicity in the sale of advertising time. Programmer shall include on advertising contracts and/or written agreements for the sale of advertising on the Station a clause stating that it does not discriminate on the basis of race or ethnicity.

(k)   *Programming Prohibitions.* Programmer shall not knowingly broadcast any of the following programs or announcements.

(i)   *False Claims.* False or unwarranted claims for any product or service.

(ii)   *Unfair Imitation.* Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

(iii)   *Commercial Disparagement.* Any unfair disparagement of competitors or competitive goods.

(iv)   *Profanity, Obscenity, Indecency.* Any programs or announcements that are slanderous, obscene, indecent (except during the safe harbor for indecent programming established by the FCC), profane, vulgar, repulsive, or offensive, either in theme or treatment.

(v)   *Unauthenticated Testimonials.* Any testimonials which cannot be authenticated.

(vi)   *Advertising.* Any advertising matter or announcement that may, in the opinion of Licensee, be injurious or prejudicial to the interests of the public or the Station, or to honest advertising and reputable business in general.

(vii)   *Telephone Conversations.* Any programming in violation of any statute, regulation, or policy, including, without limitation, Section 73.1206 of the Rules and Regulations, or any successor regulation, dealing with the taping and/or broadcast of telephone conversations.

The parties may jointly waive any of the foregoing policies in specific instances if, in their opinion, good broadcasting in the public interest would be served thereby.

In any case where obvious questions or policy or interpretation arise, the Programmer will attempt in good faith to submit the same to the Licensee for decision before making any commitments in connection therewith.
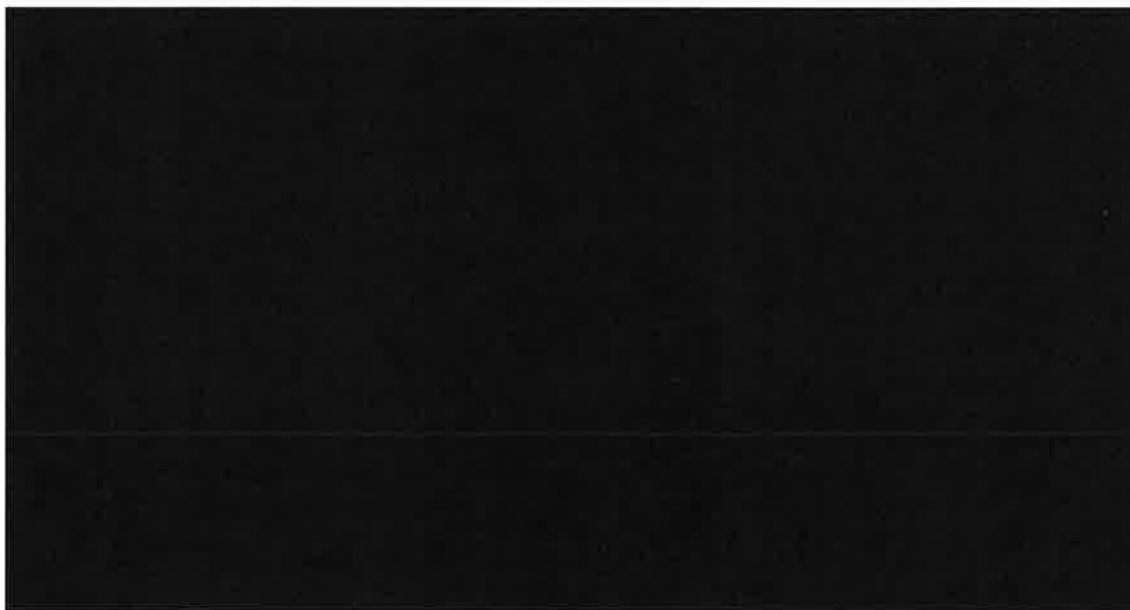
SCHEDULE 3.5

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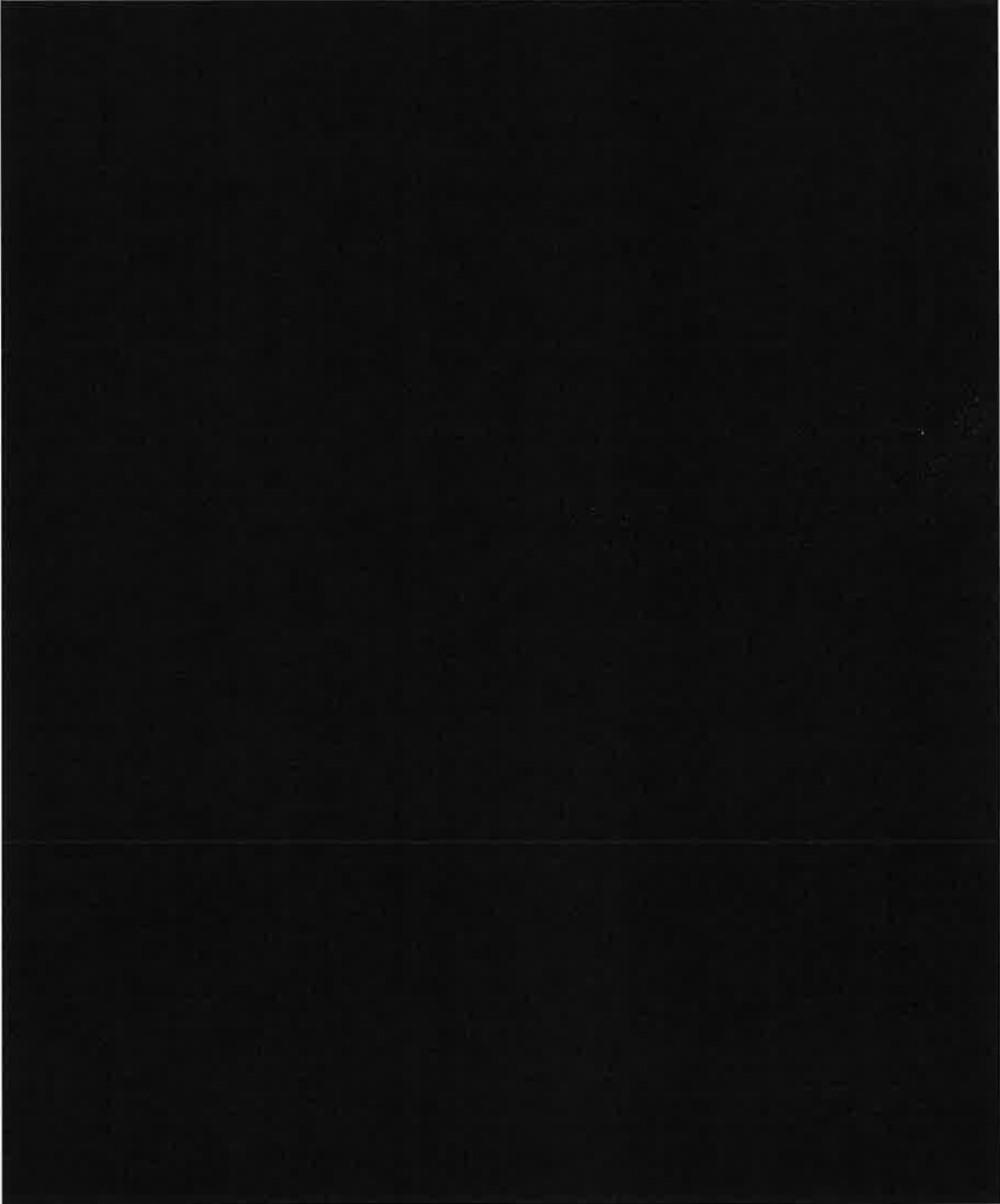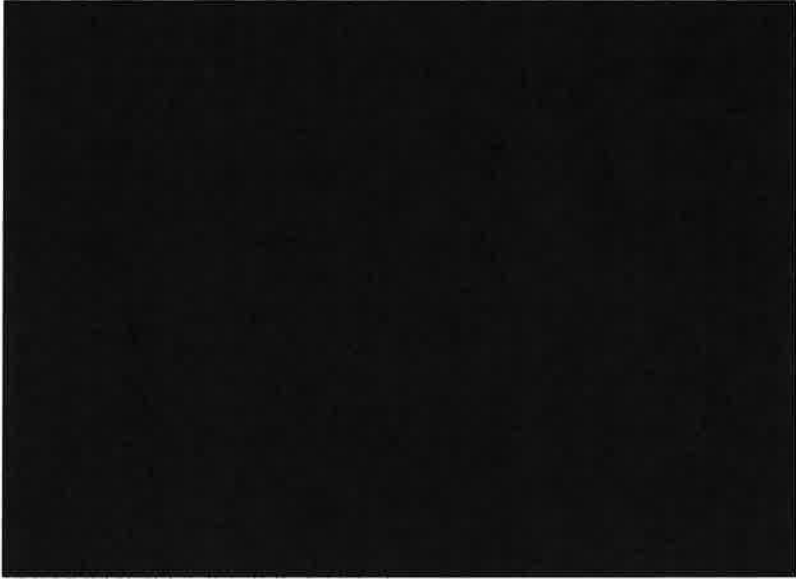
SCHEDULE 9.1

Option to Purchase

1. Grant of Option to Programmer. Subject to the terms and conditions of this Agreement, and in consideration of the premises, the mutual covenants and agreements contained herein, Licensee hereby grants to Programmer an option (the "Option") to purchase the "Purchased Assets" (as such term is defined in the Asset Purchase Agreement attached hereto as Exhibit A (the "Purchase Agreement") in the manner and subject to the terms and conditions set forth in this Schedule 9.1. The Purchase Agreement provides for the sale of certain of Licensee's assets relating to the Station and the assignment of the Station's FCC Licenses to Programmer, subject to the prior consent of the FCC, on an "as-is, where-is" basis, without any representation or warranty by Licensee except as to title free and clear of adverse claim and as otherwise set forth therein. The Option shall be exercisable by Programmer by written notice delivered to Licensee as outlined below.

2. Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") payable at the closing under the Purchase Agreement (as defined in the Purchase Agreement, the "Closing") shall be determined as set forth below. The Purchase Price, as adjusted hereunder, shall be payable at the Closing in cash by wire transfer of immediately available funds to an account designated by Licensee. The Purchase Price shall be as follows:

3. Execution of Purchase Agreement. Promptly after Programmer delivers notice of the exercise of the Option as provided in Section 1 of this Schedule 9.1 above (but in any event within fourteen (14) days following delivery of such notice), Programmer and Licensee each shall execute and deliver to the other two counterpart originals of the Purchase Agreement, substantially in the form as provided in Exhibit A, provided that the Purchase Agreement and the information and disclosures contained in the Schedules and Exhibits attached thereto shall be amended and

modified in respect of, events, circumstances, occurrences or changes occurring subsequent to the date of this Agreement so long as such events, circumstances, occurrence or changes (i) are in the ordinary course of business and do not violate any covenants or agreements made by Programmer in this Agreement, (ii) do not have or are not reasonably likely to have a material adverse effect on the Purchased Assets, or (iii) are caused solely by or result solely from Programmer's actions, omissions, activities, or operations in respect of the Station. Without limiting the generality of the foregoing, such schedules shall be modified to reflect the deletion of Contracts (as such term is defined in the Purchase Agreement) that expire in accordance with their respective terms prior to the date of the Purchase Agreement and the renewal of existing Contracts or the addition of new Contracts entered into subsequent to the date of this Agreement with Programmer's prior written consent.
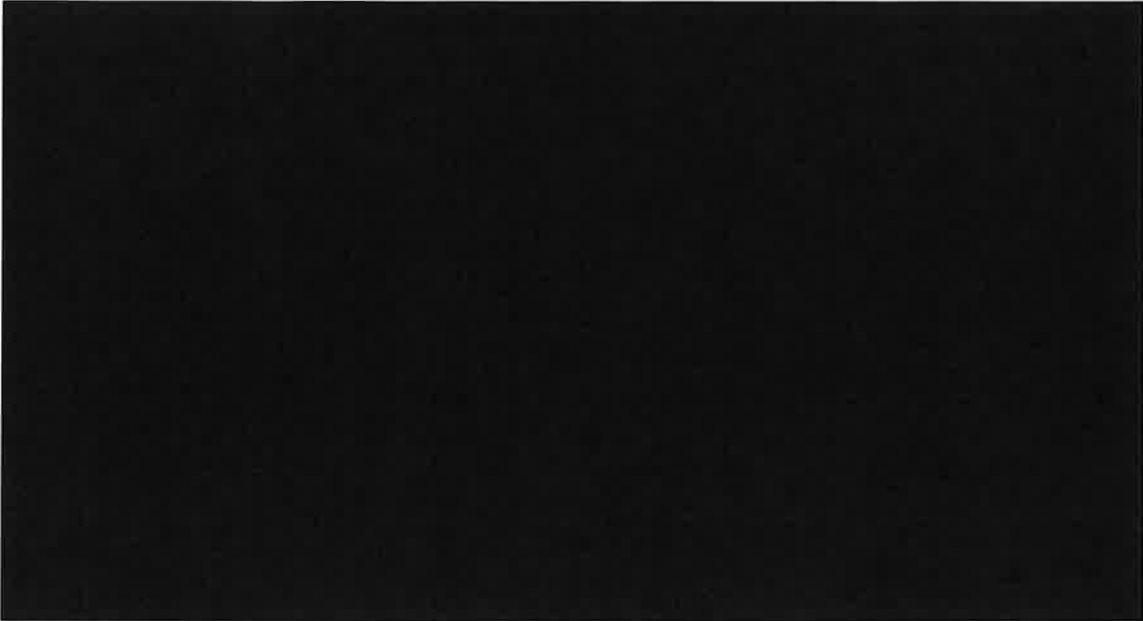
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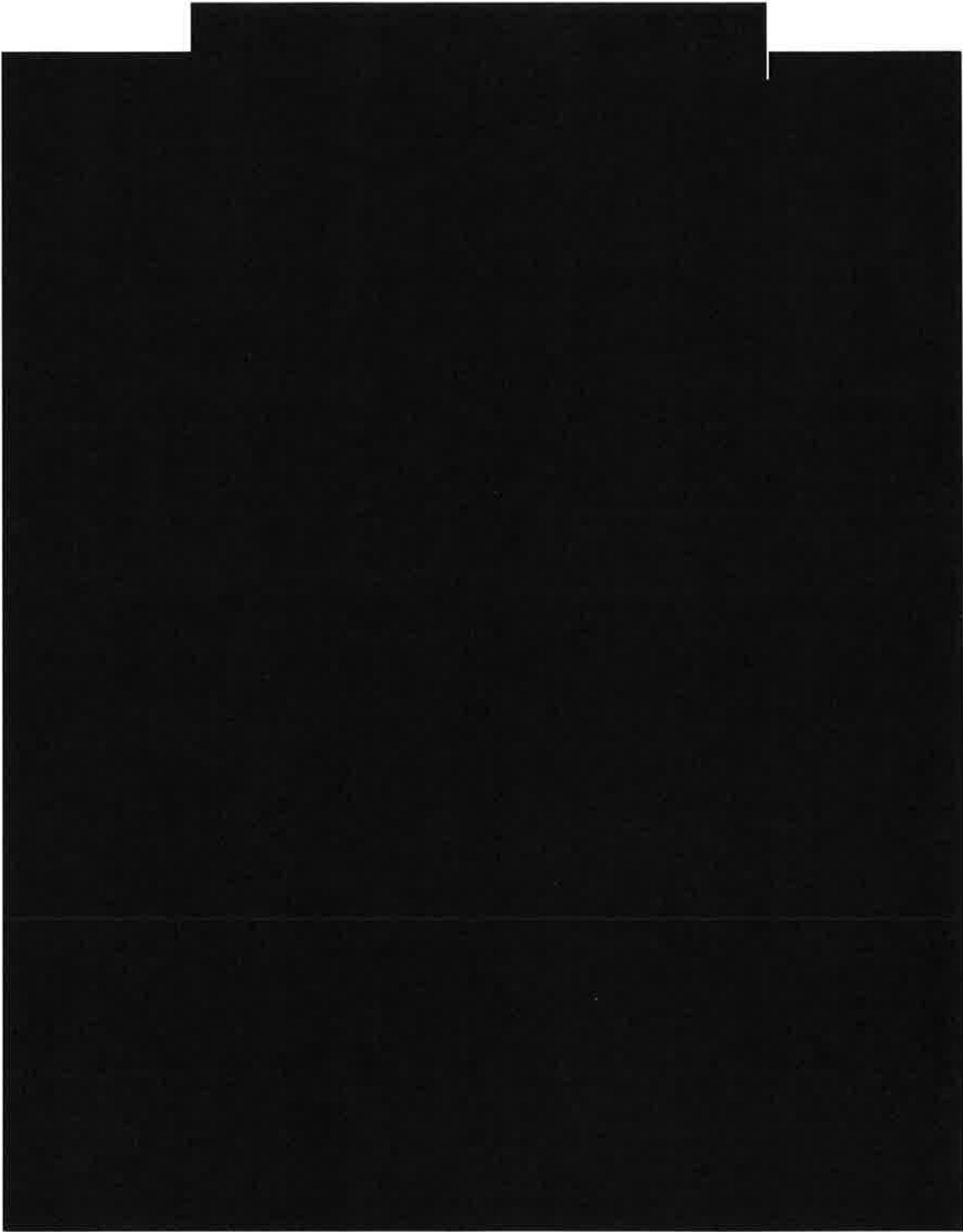
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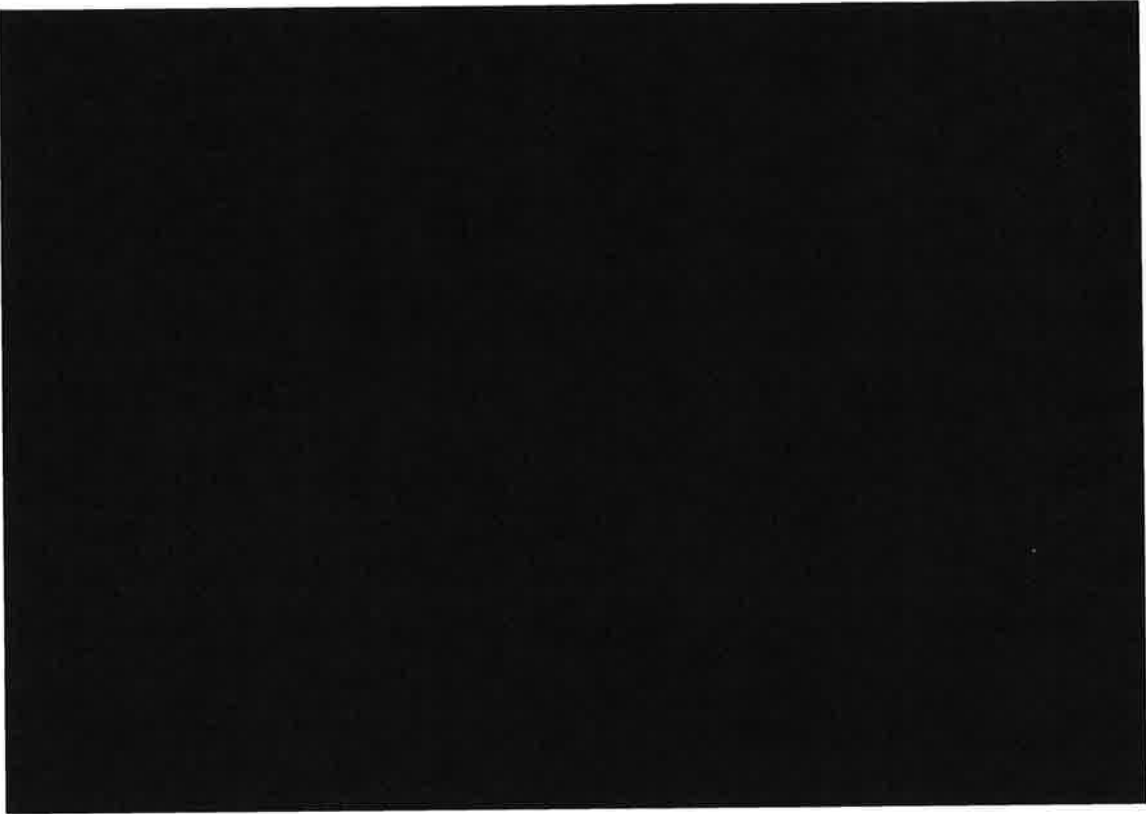
APPENDIX C

EXHIBIT A

Asset Purchase Agreement, a Template of Which is Attached

[OMITTED]