

PROGRAMMING AGREEMENT

This Programming Agreement (this "Agreement"), dated as of May 19, 2021, is by and between Compass Media, a Peoria IL limited liability company, and House of Study, a Peoria IL.

WHEREAS, Operator owns or holds certain assets used or useful in the operation of radio station WVFL AM 1140 (AM/FM), Peoria, IL.

WHEREAS, Operator and Programmer desire to enter into this Agreement to enable Programmer to provide certain programming on the Station; and

WHEREAS, it is the parties' intention that this Agreement comply with the Communications Act of 1934, as amended (the "Act"), and the Federal Communications Commission ("FCC") rules and published policies (collectively, the "FCC Rules").

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Programmer's Programming.

1.1 The Program. Programmer's program (individually, the "Program" and collectively, the "Programming") will consist of a live broadcast of [DESCRIPTION OF PROGRAM], or will be provided to Operator on a broadcast quality audio file by overnight delivery or drop box in accordance with Section 1.6 hereof. Programmer shall be solely responsible for any expenses incurred in the production, origination and/or delivery of the Program, which will be hosted by Jerry Asal (the "Host"). If Host is unable to host the Program on any given day, it shall be Programmer's responsibility to find a suitable substitute host, who shall be subject to the prior approval by Operator in its sole discretion. In the event Host should no longer be able to host the Program, Operator shall have the option to terminate this Agreement.

1.2 Program Broadcast. To the extent necessary, Operator shall make studio facilities and board equipment available to Programmer for the transmission of the Program over the Station. Operator shall broadcast, or cause to be broadcast, the Program on the Station on the following day(s) and time(s): Monday-Friday between the hours of 10:45 am and 11:00 am local time, during the Term (defined herein) of this Agreement. Operator shall have the right to change the broadcast day and/or time of the Program upon 30 days written notice to Programmer. In the event Programmer objects to Operator's proposed change in the day and/or time of the Program broadcast, Programmer shall provide written notice to Operator within ten (10) days of receipt of Operator's notice. In the event the parties cannot agree upon a mutually-agreeable day and time for the Program broadcast from the date that is 30 days after Operator's initial notice to Programmer, Operator shall have the right to terminate this Agreement.

Section 2. Term.

Programming as provided by this Agreement. All advertising spots and promotional material or announcements shall comply in all material respects with applicable law, including the Act and FCC Rules, and specifically the FCC's sponsorship identification rules and policies (as set forth in 47 C.F.R. § 73.1212) and shall be produced in accordance with quality standards established by Programmer. If Operator determines, in the exercise of Operator's sole discretion, that any material supplied by Programmer for broadcast on the Station is for any reason unsatisfactory, unsuitable or contrary to the public interest, Operator may, upon prior written notice to Programmer (to the extent time permits such notice), suspend or cancel the broadcast of such material without incurring liability to Programmer. Operator will use reasonable efforts to provide such written notice to Programmer prior to the suspension or cancellation of such material. Programmer shall use reasonable efforts to notify Operator 24 hours in advance of material changes in the Program (or Programming) to be broadcast on the Station.

3.3 Programmer Compliance with Copyright Act. Programmer represents and warrants to Operator that Programmer has unrestricted authority to broadcast its Programming on the Station and that Programmer shall not broadcast any material in violation of the Copyright Act of 1976, as amended (the "Copyright Act"), or the right of any person. All music supplied by Programmer shall be (a) licensed to Programmer from a music licensing agent such as ASCAP, BMI, SESAC or CMR, (b) in the public domain, or (c) cleared at the source by Programmer. Programmer shall be responsible for payment of any performance fees associated with the performance of sound recordings if such fees are imposed during the Term. The right to use programming supplied by Programmer and to authorize its use in any manner shall be and remain vested in Programmer.

3.4 Sales Expenses. Programmer shall be responsible for payment of all expenses attributable to Programmer's sale of advertising time on the Station, including, but not limited to, commissions due to any national sales representative engaged by it for the purpose of selling national advertising which is carried during the Programming it provides to Operator. Programmer represents and warrants that it does not discriminate on the basis of race or ethnicity, and will not accept any advertising which is intended, or have the effect of, discriminating on the basis of race or ethnicity.

3.5 Payola. Neither Programmer nor its employees shall accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively, "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified as having paid for or furnished such Consideration. Upon the execution of this Agreement, Programmer shall provide Operator with a Payola Affidavit executed by Programmer and separate Payola Affidavits executed by each of its employees involved with the Programming provided to the Station, with each Payola Affidavit to be substantially in the form attached hereto as Attachment I. Operator reserves the right, but assumes no obligation to, delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification rules and policies as set forth in 47 C.F.R. § 73.1212.

3.6 Trademarks. Programmer shall not at any time acquire or claim any right, title or interest of any nature in any and all letters, logos, trademarks, or insignia used or useful in the

its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree in writing at or prior to the expiration of the 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim or such amount as agreed to by the parties. If the Claimant and the Indemnifying Party do not reach an agreement within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek any remedy available at law or equity.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right, at its own expense to assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not assume control, it shall be bound by the results obtained by the Claimant with respect to such claim; provided, that the Claimant shall not settle any third party claim without first giving the Indemnifying Party ten (10) business days' prior notice of the terms of such settlement and such settlement imposes no obligations on the Indemnifying Party vis-à-vis the third party.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every reasonable effort to reach a decision with respect thereto as expeditiously as possible.

(e) The indemnification rights provided herein shall extend to the partners, members, shareholders, directors, officers, employees, representatives and successors and permitted assigns of any Claimant; provided, that any indemnification claims by such parties shall be made by and through the Claimant.

11.5 Survival Period. The representations and warranties of the parties under this Agreement shall survive for a period of one (1) year after termination of this Agreement in accordance with its terms. Any claim for indemnification under this section must be made on or before expiration of that one year period.

Section 12. Insurance. Throughout the Term of this Agreement, Programmer shall maintain media liability insurance with minimum limits of \$1,000,000 per occurrence. Within five (5) business days of the date hereof, Programmer shall provide Operator with a certificate of insurance evidencing proof of the required insurance coverage and shall name Operator as an additional insured/loss party under such policy. The insurance will contain a provision stating that it cannot be reduced or cancelled unless and until the insurer notifies Operator thirty (30) days prior as a certificate holder. The insurance policy must be issued by an insurance carrier that is (a) reasonably acceptable to Operator with a rating of A or better, and (b) authorized to do business in the state in which the Station is located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

[PROGRAMMER]

By: *Jerrold R. Asaf*
Name:
Title:

[OPERATOR]

By:
Name:
Title: