

HD CHANNEL PROGRAMMING AGREEMENT

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ADW THIS HD CHANNEL PROGRAMMING AGREEMENT (this "Agreement") is made as of March 5, 2021 by and between **HUBBARD RADIO CHICAGO, LLC** ("Hubbard Radio Chicago") and **FUTURE VISION ENTERTAINMENT LLC** ("Programmer") (each a "Party" and collectively, the "Parties").

Recitals

- A. Hubbard Radio Chicago operates radio station WTMX(FM), 101.9 MHz, Channel 270B, Skokie, IL (FIN 6377) (the "Station" or "WTMX"), pursuant to licenses issued by the Federal Communications Commission ("FCC") to Hubbard Radio Chicago's wholly-owned licensee subsidiary, Chicago FCC Licensee Sub, LLC.
- B. Hubbard Radio Chicago desires to obtain programming for the Station's in-band, on-channel digital HD-2 channel (the "Channel") under the terms and conditions set forth in this Agreement.
- C. Programmer desires to provide programming for broadcast on the Channel subject to the terms and conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement will begin at 12:01 a.m. local time on April ⁵ 2021 (the "Commencement Date") and will continue, subject to earlier termination as provided in this Agreement, until the date that is one year after the Commencement Date (the "Term"). *JTB*
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2. Programming. During the Term, Programmer shall transmit to Hubbard Radio Chicago programming that Programmer legally produces, owns, or acquires (the "Programs"). Programmer will transmit its Programs to the transmitting facilities of the Station via Internet Protocol, satellite or equivalent method, as directed by Hubbard Radio Chicago. The Programs shall be transmitted to the transmitting facilities of the Station in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term. Programmer shall comply with, and shall cause all of its Programs to comply with, all rules, regulations, policies, and guidelines of the Station and all applicable laws, rules, regulations, and policies, including those promulgated or announced by the FCC.

3. Broadcasting/Channel Assignment. In exchange for the payments to be made by Programmer hereunder, during the Term, Hubbard Radio Chicago shall, subject to the terms and conditions of this Agreement, broadcast the Programs on the Channel twenty-four (24) hours per day, seven (7) days per week, except as provided otherwise in this section and in sections 7, 9,

and 12 of this Agreement (the "Broadcasting Period"). Hubbard Radio Chicago's obligation to broadcast the Programs shall be conditioned on Programmer's prior delivery of such Programs to the transmitting facilities of the Station as required by Section 2 above and Programmer's timely payments under Section 6 and Schedule A of this Agreement.

Programmer agrees that Hubbard Radio Chicago, in its sole discretion due to technical or other operational reasons (including future technological developments), shall have the right to change the Channel from a digital HD-2 channel to a different digital channel, such as a digital HD-3, HD-4, or HD-5 channel on thirty days written notice by Hubbard Radio Chicago to Programmer. Upon delivery of such notice by Hubbard Radio Chicago to Programmer, the term Channel as used in this Agreement shall be amended, effective as of the date specified in the notice, to refer to the different digital channel (such as a digital HD-3, HD-4, or HD-5 channel), as designated in such notice (or at anytime thereafter to a different digital channel in accordance with this paragraph).

4. Channel Format. The Programs shall be limited to an "Urban/Club Stepping" format. Programmer shall not alter the format of the Programs delivered for broadcast on the Channel without the prior written approval of Hubbard Radio Chicago.

5. Advertising.

(a) During the Term, except as set forth in Section 9(b) of this Agreement, Programmer will be responsible for the sale of advertising on the Channel and for the collection of payments and accounts receivable arising therefrom. Programmer shall not be entitled to any revenue derived from the Station's other analog or digital channels, or from the Station's website, or from any other sources other than the Channel.

(b) Programmer shall not discriminate in advertising arrangements on the Channel on the basis of race or ethnicity. Programmer further covenants that all of the advertising sales agreements with respect to the Channel will contain an appropriate non-discrimination clause in compliance with FCC policies concerning nondiscrimination in advertising.

6. Payments. In consideration for Hubbard Radio Chicago's broadcast of the Programs on the Channel and the other benefits made available to Programmer pursuant to this Agreement, Programmer will pay Hubbard Radio Chicago the fees in the amounts and on the terms set forth on Schedule A attached hereto.

7. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Hubbard Radio Chicago shall have full authority, power and control over the operation of the Station and the Channel, and over all persons working at the Station and for the Channel. Subject to Section 16 hereof, Hubbard Radio Chicago shall bear responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations and policies of the FCC, and all other applicable laws.

(b) Nothing contained herein shall prevent Hubbard Radio Chicago from (i) rejecting or refusing programs on the Channel which Hubbard Radio Chicago believes to be contrary to the public interest, (ii) substituting programs on the Channel which Hubbard Radio Chicago believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities, or (iii) inserting information into the Programs deemed necessary by Hubbard Radio Chicago in its sole discretion, including but not limited to Emergency Alert System (“EAS”) information. Without limiting the preceding sentence, Hubbard Radio Chicago reserves the right to (i) refuse to broadcast any Programs containing matter which violates any right of any third party, which in the view of Hubbard Radio Chicago contains indecent material or constitutes a personal attack, or which does not meet the requirements of the rules, regulations and policies of the FCC, (ii) preempt any Programs in the event of a local, state, or national emergency, and (iii) delete any commercial announcements or other programming that does not comply with the requirements of the FCC’s sponsorship identification policy.

(c) Programmer and all employees of Programmer shall not represent, depict, describe or portray Programmer as the licensee or operator of the Station or the Channel.

(d) Programmer shall immediately serve Hubbard Radio Chicago with notice and a copy of any letters, emails or other correspondence of comment, inquiry, or complaint it receives concerning any Program or the Channel. Programmer shall cooperate with Hubbard Radio Chicago to ensure that EAS transmissions are properly performed in accordance with Hubbard Radio Chicago’s instructions.

8. Music Licenses. Programmer represents and warrants that it owns or has valid licenses for the content of the Programs. During the Term, Programmer shall be solely responsible for obtaining and maintaining in full force and effect all necessary music licenses with respect to the Programs on the Channel. In the event that Hubbard Radio Chicago is required to obtain or maintain music licenses with respect to the Programs on the Channel during the Term, Programmer shall reimburse Hubbard Radio Chicago within two business days of being presented with any invoice for such music licenses.

9. Programs.

(a) During the Term Programmer shall ensure that the contents of the Programs and Programmer’s operations conform to and comply with all applicable governmental laws, rules, regulations and policies in all respects, including all FCC rules, regulations and policies in all respects.

(b) Programmer shall cooperate with Hubbard Radio Chicago with respect to political broadcast responsibilities, and shall supply such information promptly to Hubbard Radio Chicago as may be necessary to comply with the political broadcasting provisions of the FCC’s rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Hubbard Radio Chicago during the Broadcasting Period as necessary to permit Hubbard Radio Chicago to comply with the political broadcast rules of the FCC, and Hubbard Radio Chicago reserves the right to insert political advertising if necessary to

comply with such rules or with other applicable law, with such insertions being acknowledged and agreed to by Programmer by virtue of executing this Agreement.

(c) Programmer shall provide Hubbard Radio Chicago in advance any information regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for including any material as a part of any programming or commercial material to be broadcast on the Channel, unless the party making or accepting such payment is identified in the programming or commercial material as having paid for or furnished such consideration.

10. Expenses. Programmer will be solely responsible for all costs and expenses related to its Programs, and the delivery of such Programs to Station, including, without limitation all costs for all of Programmer's personnel used in the production and delivery of the Programs, costs of acquisition, licenses, and production of Programs, and the costs of delivery of the Programs to Station for broadcast on the Channel.

11. Call Signs and Sponsorship ID. Hubbard Radio Chicago retains all rights to the call letters of the Station and any other call letters which may be assigned by the FCC for use by the Station. Programmer shall include in the Programs an appropriate station identification and sponsorship identification announcement at the beginning of each hour of such Programs to identify the Station's call letters and community of license and to identify Programmer's sponsorship of the Programs, as well as any other announcements required by the rules and regulations of the FCC, in the form and format as determined by Hubbard Radio Chicago in its sole discretion.

12. Downtime; Maintenance. Hubbard Radio Chicago shall use commercially reasonable efforts to provide at least twenty-four (24) hours prior notice to Programmer in advance of any maintenance work affecting the operation of the Station. Programmer acknowledges that during periods of maintenance work, or when the Station's auxiliary site must be used, the Programs will not be broadcast on the Channel. Hubbard Radio Chicago agrees that if Hubbard Radio Chicago is unable to broadcast the Programs on the Channel for a period of twenty-four (24) hours or more due to the fault of Hubbard Radio Chicago (an "Outage"), Hubbard Radio Chicago will provide a pro rata abatement of the monthly fee for the subject month of the Outage of [REDACTED] of monthly rent due per day of such Outage.

13. Confidentiality. Neither Party shall disclose the terms of this Agreement to any third party, except to legal counsel, accountants, and financial advisors who agree to keep such terms confidential, and except as and when such disclosure is required by law, regulation or agency policy.

14. Representations.

(a) Hubbard Radio Chicago represents and warrants to Programmer that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iii) the execution, delivery, and performance by it of this Agreement does not conflict

with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

(b) Programmer represents and warrants to Hubbard Radio Chicago that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iii) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound and does not violate any governmental law, rule, regulation or policy, including those of the FCC.

15. Events of Default/Termination.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to make timely payments in full of any required payment under this Agreement or makes an unauthorized change in format of the Programs for broadcast on the Channel; (ii) any change in the direct or indirect ownership or control of Programmer, other than a change that would be authorized pursuant to a short-form FCC Form 316 pro forma assignment or transfer of control; (iii) Programmer breaches any representation or warranty made by it under this Agreement; or (iv) Programmer fails to observe or perform any covenant, agreement or obligation contained in this Agreement other than covenants, agreements or obligations subject to sub-sections (i) – (iii) above, and fails to cure such non-observation or non-performance within ten days of written notice from Hubbard Radio Chicago (for the avoidance of doubt, Programmer agrees that the ten day cure period in this sub-section (iv) does not apply to Events of Default in sub-sections (i) – (iii) above).

(b) The occurrence of the following will be deemed an Event of Default by Hubbard Radio Chicago under this Agreement Hubbard Radio Chicago fails to observe or perform any obligation contained in this Agreement and fails to cure such non-observation or non-performance within ten days of written notice from Programmer.

(c) Upon the occurrence of an Event of Default, the non-defaulting Party may terminate this Agreement, effective immediately upon written notice to the defaulting Party, and may exercise any and all other rights and remedies available under this Agreement or applicable law.

(d) If this Agreement expires or is terminated, as a result of an Event of Default or otherwise, Programmer shall be responsible for all liabilities, expenses, debts and obligations of Programmer arising from or related to the purchase of air time and/or transmission services and all Programs, including, without limitation, accounts payable, barter agreements, and unaired advertisements. After the expiration or termination of this Agreement, Hubbard Radio Chicago shall be under no obligation to make available to Programmer any broadcast time.

16. Indemnification; Insurance. Programmer shall indemnify, defend, and hold Hubbard Radio Chicago and its affiliates harmless from and against any and all claims, losses, and liability related to or arising from the Programs, the broadcast of the Programs on the Channel, including without limitation all claims, losses, and liability for 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 or any other violation of third party rights or FCC rules or other applicable law. Programmer shall, at its expense, obtain and maintain Media Liability Insurance (E&O) with coverage of at least [REDACTED], including but not limited to, coverage with respect to claims for damages for infringements of copyrights or other literary property rights including title and music, libel or slander or any other forms of defamation, infringement of privacy and publicity rights, authorized use of names, plagiarism, and similar matters. Prior to the Commencement Date, Programmer shall cause its carrier to (and Programmer shall deliver to Hubbard Radio Chicago a certificate of insurance evidencing the following with respect to such insurance): (i) name Hubbard Radio Chicago and its affiliates and their respective officers, directors, members, managers, employees and agents as additional insureds; (ii) be considered primary with respect to any claims or losses related to the Programs; and (iii) provide that Hubbard Radio Chicago shall be given at least thirty (30) days prior written notice of the cancellation, non-renewal or reduction in coverage of any such policy for any reason. The obligations under this section shall survive any termination of this Agreement.

17. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party hereto, *provided, however*, that Hubbard Radio Chicago may assign its rights under this Agreement to any entity under common control or an entity that acquires all or substantially all of the assets of the Station, provided that such assignee agrees, in writing, to assume and be bound by the obligations of Hubbard Radio Chicago hereunder. The terms of this Agreement shall bind and inure to the benefit of the Parties and any permitted assigns.

18. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then so long as no Party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the Parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws.

19. Notices. Any notice pursuant to this Agreement shall be in writing and shall be delivered by a nationally recognized overnight courier service, which shall be deemed delivered as of the date of confirmed delivery, and such notice shall be addressed as follows (or to such other address as any Party may request by written notice):

if to Hubbard Radio Chicago:

Hubbard Radio Chicago, LLC
130 E Randolph St, Suite 2700
Chicago IL 60601
Attn: Market Manager

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

Hubbard Radio C, LLC
3415 University Blvd.
St. Paul, MN 55114
Attn: General Counsel

if to Programmer: Future Vision Entertainment LLC
6400 West 86 Street
Burbank, IL 60459
Attn: LAMONT WATTS

20. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the Parties. Neither Party shall be authorized to act as an agent of or otherwise to represent the other Party. The failure of any Party to comply with its non-monetary obligations under this Agreement due to acts of God, strikes or threats thereof or a force majeure or due to causes beyond such Party's reasonable control, will not constitute an Event of Default under this Agreement, and neither Party will be liable to the other Party therefor. The construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the choice of law provisions thereof, and is subject to the applicable provisions of the Communications Act of 1934, as amended, 47 U.S.C. Section 151, *et seq.* and the rules, regulations and policies of the FCC. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement shall be deemed drafted equally by both Parties, and any presumption or principle that the language of the Agreement is to be construed against either Party shall not apply.

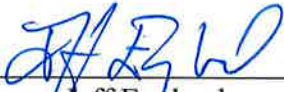
21. Certifications. Hubbard Radio Chicago certifies that it maintains ultimate control over the facilities of the Station and the Channel, including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Section 73.3555.

[SIGNATURE PAGE FOLLOWS]

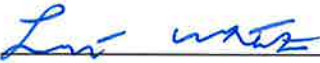
SIGNATURE PAGE TO HD CHANNEL PROGRAMMING AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

Hubbard Radio Chicago, LLC

By: 
Name: Jeff England
Title: Vice President, Market Manager

Future Vision Entertainment LLC

By: 
Name:
Title:

SCHEDULE A

Payments

