

LOCAL MARKETING AGREEMENT

This LOCAL MARKETING AGREEMENT (the "Agreement" or "LMA") is made as of April 15th, 2018 between WGUL-FM, Inc. ("Programmer") and Citrus County Association for Retarded Citizens, Inc. ("Licensee") which is licensee of Radio Station WYKE(FM), Facility ID No. 71585, Inglis, Florida (the "Station").

BACKGROUND

- A. Programmer is in the business of producing and transmitting news, sports, informational, public service and entertainment programming and associated advertising.
- B. Programmer desires to provide programming to be transmitted on the Station pursuant to the provisions hereof and pursuant to applicable regulations of the Federal Communications Commission (the "FCC").
- C. Licensee desires to accept and transmit programming supplied by Programmer on the Station while Licensee maintains control over the Station's finances, personnel matters and programming, as well as continuing to maintain the right to broadcast Licensee's own public interest, programming on the Station.

AGREEMENT

The parties agree as follows:

1. PROGRAMMING AGREEMENT

- 1.1 Programmer Programming. Programmer shall provide and Licensee shall transmit on the Station (including the subcarriers and any additional authorizations or spectrum allocated to the Station in the future) programming and associated advertising, promotional and public service programming and announcement matter sufficient to program a substantial amount of the Station's broadcast day on a daily basis throughout the year (hereinafter "Programmer Programming"), subject to paragraph 1.2 herein. Programmer shall comply with all FCC regulations and policies and other applicable laws in the provision of Programmer Programming and, in consultation with Licensee, the programming must serve the ascertained needs and interests of the Station's community of license; provided, however, that efforts by Programmer will not displace the responsibility of Licensee to ensure that the overall programming of the Station responds to issues of concern to the community of license.
- 1.2 Licensee Programming. Licensee will retain sole responsibility for ascertainment of the needs of the community of license and service area. Programmer Programming will include programming which responds to these ascertained needs and concerns. However, Licensee will have the right and obligation to broadcast such additional programming, either produced or purchased by

Licensee (hereinafter "Licensee Programming"), as it determines appropriate to respond to the ascertained issues of community concern and to delete or preempt in its sole discretion any Programmer Programming and substitute other Licensee Programming.

- 1.3 Advertising Revenues. During the term of this LMA, Programmer shall receive and be entitled to all revenues from advertising on the Station.

2. OPERATIONS

- 2.1 Compliance with FCC Regulations. Licensee will retain responsibility for compliance with all FCC regulations, including maintenance of the online public file, maintenance of a local phone number and all technical regulations governing the operation of the Station and all other FCC requirements and duties.
- 2.2 Programmer Feed. Prior to the LMA Start Date, as defined below, Programmer will, at its expense, relocate the Station's studio equipment to the Programmer's studio in Lecanto, Florida. Title to such equipment shall remain with Licensee until consummation of a sale to and purchase by Programmer of the Station. In the event of termination of this LMA for reasons other than purchase and sale of the station, Programmer shall return such equipment at Programmer's expense. Programmer will provide, at its sole expense, a broadcast-quality feed to the Station's transmitter. Prior to the LMA Start Date, Licensee will terminate any and all existing contracts or other agreements for the Station's programming.
- 2.3 Station Maintenance. Licensee shall retain operational control over the Station and shall retain full responsibility for ensuring compliance with all FCC technical rules.
- 2.4 Broadcasting Obligations. In return for the payments made by Programmer hereunder, Licensee shall broadcast the Programs delivered by Programmer subject to the provisions of paragraph 1.2 above and to the rights of Licensee to reject any Program or Programs.

3. FEES AND OTHER CONSIDERATION

- 3.1 LMA Fees. Commencing on the LMA Start Date and continuing through the Term of this LMA, Programmer shall pay to Licensee the sum of [REDACTED] per month. Payments shall be made in advance on the first day of the month. If the LMA Start Date is other than the first day of a month, the LMA Fee for that month shall be prorated.
- 3.2 Expense Reimbursement. During the term of this LMA, Programmer shall be responsible for all costs it incurs in producing programming and selling advertising. In addition, Programmer shall be responsible for reimbursing Licensee or making payments directly to third parties for the categories of expenses listed on Schedule A hereto. Such payments shall be made to Licensee

or to third parties within ten (10) days of the presentation of a bill or invoice to Programmer or under such other system upon which the parties agree. Failure to make such payment within twenty (20) days or such other time as the parties may agree, Programmer shall be liable for a penalty equal to twenty percent (20%) of the amount of such bill or invoice.

- 3.3 Adjustments. Licensee may preempt up to four hours per week of Programmer Programming for the broadcast of Licensee Programming responsive to issues of concern to its community of license without any adjustment to the fee set out in paragraph 3.1. If at any time during the term of the Agreement, the Licensee shall cause the Station to delete or preempt more than four hours of Programmer Programming in any given week for the above purpose or shall cause Station to delete or preempt Programmer Programming for any other reason, Licensee shall pay to Programmer an amount equal to the amount Programmer would charge any other entity for the same period of time of such deleted or preempted Programmer Programming. Said payment may be deducted from LMA Fees for the month following such preemptions.
- 3.4 Anniversary Payments. In addition to the LMA Fees, on the first anniversary of the LMA Start Date, Programmer shall pay to Licensee the sum of [REDACTED]. On the second anniversary of the LMA Start Date, Programmer shall pay to Licensee an additional [REDACTED].
- 3.5 Additional Consideration. During the Term of this LMA, and for two (2) years following the expiration of the Term, for a total of five (5) years, Programmer will provide a no charge "spot bank" to Key Training Center to promote its services and retail stores. All such announcements will be aired on stations presently identified as WYKE(FM), WXCW(FM) or WXOF(FM), as Programmer shall determine. All such announcement shall be valued as any other spot announcement aired at the same time, up to a total of [REDACTED] per year. Additionally, in March of each of the years 2019 through 2023 Programmer will host, at no cost to Licensee a one-day live radiothon from 9:00AM to 6:PM promoting Key Training Centers, to be aired simultaneously on stations presently identified as WXOF(FM), WXCW(FM), WXCZ(FM) and WYKE(FM). The precise date of each such radiothon shall be mutually-agreed upon. This Additional Consideration provision shall survive the termination of this LMA due to the assignment of the Licenses of Station from Licensee to Programmer but shall not survive early termination as provided herein. The provisions of this Section shall survive any subsequent sale of the Station by Programmer.

4. TERM

- 4.1 Term. Subject to the provisions for early termination contained herein, the term of this Agreement shall commence on April 15, 2018 (the "LMA Start Date"), and will expire three (3) years thereafter, unless otherwise renewed or terminated upon assignment to Programmer of the licenses of the Station.
- 4.2 Cancellation. Licensee may terminate this Agreement upon the failure of Programmer repeatedly to comply in a substantial and material manner in the provision of programming to the Station with the rules, regulations or policies of the Federal Communications Commission., which failure constitutes a serious threat of license revocation or nonrenewal, or upon the loss, failure to renew, or revocation of the license issued by the FCC for the operation of the Station.
- 4.3 Termination for Default and Non-Performance. Other than as is provided in paragraph 4.2, should either party otherwise be in breach of this Agreement for the nonperformance of a material obligation, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of 15 days following the receipt of written notice from the non-defaulting party, which notice shall indicate the nature of such default. Any dispute with respect to the existence of a default or as to damages to which a non-defaulting party may be entitled as a result of the breach of this Agreement under these provisions shall be determined in accordance with binding arbitration under the rules of the American Arbitration Association then in effect. Any arbitration undertaken in accordance with provisions of this paragraph shall be conducted in Levy County, Florida, and the parties agree to submit themselves to the jurisdiction of the courts of the State of Florida or the Federal District Court in Florida to enforce any award arising out of such arbitration proceedings.
- 4.4 Assignability.
- (a) This Agreement shall inure to the benefit of and be binding upon Licensee, Programmer and their respective successors and assigns. Neither party may 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 or denied.
 - (b) Licensee shall assign this Agreement in connection with an assignment of license or transfer of control of the Station for which FCC consent must be sought.

5. REGULATORY MATTERS

- 5.1 Renegotiation Upon FCC Action. If at any time during the term of this Agreement the FCC issues a statement of general applicability or the FCC determines that this Agreement is inconsistent with Licensee's licensee obligations or is otherwise contrary to FCC policies, rules, or statutes, the parties shall renegotiate this Agreement in good faith and 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 this Agreement in its current terms. If, after such good faith negotiations, either party determines that recasting this Agreement to meet the defects perceived by the FCC is impossible, either party may terminate this Agreement without further liability upon 90 days' prior written notice, provided that FCC consent for a wind-down period of such length is, if required, obtained. If termination shall occur pursuant to this paragraph, such termination shall extinguish and cancel this Agreement without further liability on the part of either party to the other; provided, however, that there shall be a final accounting and payment of monies due but unpaid under this Agreement.

6. REPRESENTATIONS AND WARRANTIES, COVENANTS

- 6.1 Licensee's Representations and Warranties. Licensee represents and warrants to Programmer as follows:
- (a) Compliance with Law. Licensee has complied with and is now complying with all material laws, rules and regulations governing the business, ownership and operations of the Station. No consent, approval or authorization by or filing with any governmental authorities on the part of Licensee 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 formative documents, or any existing judgment, decree, order, statute, law, rule, or regulation of any governmental authority applicable to Licensee.
 - (b) Authorizations in Good Standing. Licensee currently is the holder of all FCC authorizations necessary to the Station, and Licensee holds each in good standing. At the LMA Start Date, Licensee's license and all related authorizations for the Station shall be in full force and effect.
- 6.2 Programmer's Representations and Warranties. Programmer represents and warrants to Licensee: that no consent, approval or authorization by or filing with any governmental authorities on the part of Programmer 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 formative documents or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority applicable to Programmer. Programmer further

represents and warrants that, as of the date hereof, there are no outstanding or threatened lawsuits against Programmer seeking damages of \$500.00 or more.

- 6.3 Licensee's Affirmative Covenant. Licensee covenants that it will comply 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 contracts, permits and pertinent agreements to which it is a party or is otherwise bound that relate to this Agreement. Licensee further covenants that, during the term of this Agreement, it will take such actions and make such filings with the FCC or other governmental agencies as may be required by the rules thereof, and to maintain the license for the Station in full force and effect.
- 6.4 Programmer's Affirmative Covenant. Programmer covenants and agrees that it will comply 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 contracts, permits and pertinent agreements to which it is a party or is otherwise bound that relate to this Agreement. Programmer shall use its best efforts to comply with the reasonable program regulations and restrictions required by Licensee.
- 6.5 Compliance with Copyright Act and Program Licensing Agreements. Programmer represents and warrants that all Programmer Programming provided to Licensee for broadcast on the Station will comply with the Copyright Act or the rights of any person under the Copyright Act. Programmer shall assume and pay all copyright liability that may occur as a result of the broadcast of Programmer Programming on the Stations. Programmer further represents and warrants that it has or will enter binding agreements with all program sources which authorize the broadcast of the Programmer Programming on the Station. Programmer shall assume and pay all liability to program suppliers for broadcast of the Programmer Programming on the Station.

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 (nor shall any charges or payments be made in respect thereof) 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 or other contingencies, including equipment failures, denial of the license renewal application of the Station due to a challenge by a third party unrelated to either of the parties, and beyond the reasonable control of the parties, 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 contingency which shall interfere with such performance.

- 7.2 Notice. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (a) on the date of personal delivery or (b) on the next business day after delivery to a nationally recognized overnight courier service, in each case addressed to a party's address as set forth below, or to such other address, person or entity as either party shall designate by written notice to the other in accordance with this Section. Notice shall be given as follows:

Licensee: Citrus County Association for Retarded Citizens
5399 W. Gulf to Lake Highway
Lecanto, FL 34461
Attn:

Programmer: WGUL-FM, Inc.
13825 Highway 19
Suite 400
Hudson, FL 34667
Attn: Steve Schurdell

- 7.3 Duty to Consult. Each party shall will use its best efforts not to take any action that will unreasonably interfere with, 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.
- 7.4 Confidentiality. Except as may be required by law or any governmental agency, no announcement to the press or to any third party of the transactions contemplated herein shall be made prior to the commencement of this Agreement by either party without the consent of the other party.
- 7.5 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 shall to use their best efforts to negotiate a replacement article that is neither invalid, illegal nor unenforceable, which will preserve the relative economic positions of the parties.
- 7.6 Amendment of Agreement. This Agreement supersedes all prior agreements and understandings of the parties, oral and written, with respect to its subject matter. This Agreement may be modified only by an agreement in writing executed by all of the parties hereto.
- 7.7 Survival. All representations, warranties, covenants and agreements made herein by the parties hereto or in any certificate to be delivered hereunder or made in

writing in connection with the transactions contemplated herein shall survive the execution and delivery of this Agreement.

- 7.8 Payment of Expenses. Except as otherwise provided in this Agreement and in the attached Schedule A, Licensee and Programmer must pay their own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of their respective counsel.
- 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 counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument, and shall become effective when each of the parties hereto shall have delivered to it this Agreement duly executed by the other party hereto.
- 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, 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, making any contractually binding representations contractually binding such party.
- 7.13 Indemnification.
- (a) In the event of claims, demands, causes of action, loss, investigations, proceedings, damages, penalties, fines, expenses and judgments, including reasonable attorneys' fees and costs, arising directly or indirectly out of the negligence or willful misconduct of the other party, its agents or employees in connection with the performance of this Agreement (including, without limitation, claims for antitrust violations and defamation arising from acts outside of Programmer Programming), or arising out of or resulting from any inaccuracy, misrepresentation, or breach of any representation, warranty, or covenant contained herein, each party shall forever, to the fullest extent permitted by law, protect, save, defend and keep the other party harmless and indemnify said other party. The indemnified party shall not settle any such claims without the consent of the indemnifying party, which consent shall not be unreasonably withheld.

- (b) Programmer shall indemnify Licensee and hold Licensee, its officers, directors, stockholders and employees harmless against any FCC-issued fines or forfeitures arising from or relating to any Programmer Programming broadcast on the Stations. Licensee shall contest any such fines or forfeitures, at Programmer's expense, in proceedings at the FCC or in any court to the extent desired by Programmer provided that Licensee in its good faith judgment determines that there are contestable issues. Programmer shall indemnify Licensee against any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges brought by parties unrelated to and unaffiliated with Licensee to the extent that such challenges rely upon Programmer Programming. Programmer shall vigorously support Licensee, including the filing of FCC pleadings in support of Licensee, in the event that any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges are brought by parties unrelated to and unaffiliated with Licensee to the extent that such challenges concern the existence or operation of this Agreement.
- (c) Programmer shall forever, to the fullest extent permitted by law, protect, save, defend and keep Licensee and its officers, directors, employees and agents and each of them harmless and indemnify them from and against all loss, damage, liability or expense, including reasonable attorney's fees, resulting from any claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity or any other claim against Licensee arising out of Programmer's programming on the Stations, provided that Licensee give Programmer prompt notice of any claim and shall cooperate in good faith with Programmer in attempts to resolve and settle any such claims. Licensee shall not settle any such claims without the consent of Programmer, which consent shall not be unreasonably withheld. The foregoing shall not apply to any Licensee-provided programming.

7.14 Governing Law. This Agreement shall be construed under and in accordance with the laws of the state of Florida

[Signature Page Follows]

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

CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS

By: Melissa Walker
Name: Melissa Walker
Title: Executive Director

WGUL-FM, INC..

By: _____

Name: _____

Title: _____

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

CITRUS COUNTY ASSOCIATION FOR RETARDED CITIZENS

By: _____

Name: _____

Title: _____

WGUL-FM, INC.

By: 

Name: STEPHEN SCHURDEL

Title: PRESIDENT