

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of August 29, 2023, by and between Summit Broadcasting Group, LLC (“Licensee”), and Horizon Broadcasting Group, LLC (“Programmer”).

Recitals

A. Licensee owns and operates Stations KBNW (AM), 1340 kHz, Bend, Oregon (FCC Facility Id No. 160749) and associated translator K283BH, 104.5 mHz, Bend, Oregon (FCC Facility Id No. 27169) pursuant to authorizations issued by the Federal Communications Commission (“FCC”); and

B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms 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 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the “Term”) will begin on August 29, 2023, or any other date mutually acceptable to Licensee and Programmer, and will continue until August 28, 2028, unless earlier terminated in accordance with the terms of this Agreement or extended by mutual written agreement.

2. Programming. During the Term Programmer herewith purchases from Licensee airtime on the Station, including program material broadcast on analog and digital audio channels associated with the Station (e.g., HD radio) as well as simultaneous digital transmission on the Internet (e.g., streaming) of the Station’s analog and/or digital broadcast channels, for the price and on the terms specified below for the transmission on the Station of Programmer’s programming (the “Programming”). The airtime purchased pursuant to this Agreement shall consist of one hundred sixty-eight (168) hours per week (the “Broadcasting Period”), which Broadcasting Period shall be twenty-four (24) hours per day, seven (7) days per week; provided, however, upon notice to Programmer, Licensee may reserve the period from 6:00 a.m. to 8:00 a.m. each Sunday morning for broadcast of programs produced by or on behalf of Licensee. Programmer will transmit, at its own cost, the Programming to the Station’s transmitting facilities.

3. Broadcasting. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programming, subject to the provisions of Section 6 below.

4. Advertising. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all such collections. All contracts for advertising on the Station which may be entered into by Programmer shall terminate upon the termination of this Agreement.

5. Payments. For the broadcast of the Programming and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto, except that there shall be a pro rata reduction in the corresponding monthly payment if Station is off the air for any reason not attributable to Programmer for more than 24 continuous hours during any calendar month.

6. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Without limiting the generality of the foregoing, Licensee will: (1) employ a fulltime manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer; (2) employ a second fulltime employee for the Station, who will report and be solely accountable to the manager (but shall perform such services to Programmer as Programmer shall reasonably request, provided the performance of such services does not interfere with the performance of the employee's duties to Licensee); and (3) retain control over the policies, programming and operations of the Station. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Programming containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC; (ii) preempt any Programming in the event of a local, state, or national emergency; or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer shall immediately serve Licensee, and Licensee shall immediately serve Programmer as applicable, with notice and a copy for inclusion in the Station's public inspection file of any letters of complaint it receives concerning any Programming. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Nothing in this Agreement shall be deemed to create a joint venture between the Licensee and the Programmer.

7. Music Licenses. During the Term, Licensee will obtain and maintain its current music licenses with respect to the Station.

8. Programs.

(a) Programmer shall ensure that the content of the Programming conforms to all FCC rules, regulations and policies. Programmer shall consult with Licensee to ensure that the Programming contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. On or before January 7, April 7, July 7 and October 7 of every year during the Term, Programmer shall provide to Licensee a list of significant community issues addressed in the Programs during the preceding quarter and the specific programs that addressed such issues.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee 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 Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

9. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and other costs for all personnel used in the production of the Programming, and (ii) the costs of delivering the Programming to Licensee. Subject to Section 5, Licensee shall pay for its employees contemplated by Section 6, maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter site. Subject to Section 5, Licensee will provide all personnel necessary for the broadcast transmission of the Programming (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.

10. 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 FCC rules and regulations. Programmer shall include in the Programming the official station identification of the Station at such times as required by Section 73.1201 of the FCC's rules.

11. Maintenance. During the Term, Licensee shall maintain the operating power of the Station and shall repair and maintain the Station's equipment consistent with good engineering practice.

12. Facilities. If requested by Programmer, during the Term, subject to any necessary landlord consent, Licensee shall provide Programmer access to and the use of

designated space at Licensee's studio and offices for the Station. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's management personnel, and shall not (i) act contrary to the terms of any lease for the premises, (ii) permit to exist any lien, claim or encumbrance on the premises, or (iii) interfere with the business and operation of Licensee's Station or Licensee's use of such premises. Nothing in this Agreement limits Licensee's ability to modify or move the space provided to Programmer pursuant to this Section and provide alternative space to Programmer. This Section is subject and subordinate to Licensee's lease for such studio and office facilities (if any) and does not constitute a grant of any real property interest.

13. Representations. Programmer and Licensee each represent and warrant to the other that: (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification; (iii) it has duly authorized this Agreement, and this Agreement is binding upon it; and (iv) 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.

14. Termination upon Sale of Station. This Agreement shall terminate upon closing of the sale and assignment of the Station by Licensee pursuant to FCC grant of an application filed on FCC Form 314. Neither a transfer of control of Licensee pursuant to FCC grant of an application filed on FCC Forms 315 or 316, nor a pro forma assignment of the Station pursuant to FCC grant of an application on FCC Form 316 shall terminate this Agreement.

15. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. If this Agreement is

terminated for any reason, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status quo ante. Failure of Licensee to broadcast the Programming due to facility maintenance, repair or modification or due to any reason out of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder, provided, however, that Programmer shall receive a pro rata (per station, per hour) credit against the monthly fee set forth in *Schedule A* for all time in the Broadcasting Period during which Programmer's Programming is not broadcast for more than 10 hours in the aggregate in that month.

16. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programming on the Station, including without limitation all 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. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Station, including without limitation all 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. 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. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and 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. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in the Station's public inspection files.

19. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Programmer: Horizon Broadcasting Group, Inc.
P.O. Box 5985
Bend, Oregon 97708-5985
Attention: Market Manager

with a copy (which shall not constitute notice) to: Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Arlington, Virginia 22209
Attention: Seth Williams

if to Licensee: Summit Broadcasting Group, LLC
P.O. Box 18036
Spokane, WA 98228
Attention: Keith Shipman

with a copy (which shall not constitute notice) to: Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Arlington, Virginia 22209
Attention: Seth Williams

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 construction and performance of this Agreement shall be governed by the laws of the State of Oregon without giving effect to the choice of law provisions thereof. 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.

21. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities 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. Sections 73.3555(a) and (c).

22. Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Station on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE: SUMMIT BROADCASTING GROUP, LLC

By: 
Name: Keith B. Shipman
Title: Managing Member

PROGRAMMER: HORIZON BROADCASTING GROUP, LLC

By: 
Name: Keith B. Shipman
Title: President & CEO

SCHEDULE A TO LMA

During the Term, Programmer shall (i) pay Licensee a fee of *[REDACTED]* per calendar month (each such payment due in advance on the first day of each such month), *plus* (ii) reimburse Licensee for the operating and maintenance expenses of the Station incurred by Licensee in the ordinary course of business (each such reimbursement due upon invoice), including without limitation all expenses related to Licensee's employment of the two employees pursuant to Section 6 of this Agreement. The monthly fee payable under (i) above shall be prorated for partial calendar months during the Term.