

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of November 23, 2022 by and between Hubbard Radio Washington DC, LLC (“Hubbard Radio Washington DC”) and Latinousamax, LLC (“Programmer”) (each a “Party” and collectively, the “Parties”).

Recitals

- A. Hubbard Radio Washington DC operates radio stations WTOP(FM), 103.5 MHz (Channel 278), Washington, DC (“WTOP”); WWWT(FM), 107.7MHz (Channel 299), Manassas, Virginia (“WWWT”); and WTLF(FM), 103.9MHz (Channel 280), Braddock Heights, Maryland (collectively with WTOP and WWWT, the “Station”), pursuant to licenses issued by the Federal Communications Commission (“FCC”) to Hubbard Radio Washington DC’s wholly-owned licensee subsidiary, Washington DC FCC License Sub, LLC.
- B. Hubbard Radio Washington DC desires to obtain programming for the Station’s digital HD-2 sub-channels (collectively, the “HD Channel”) under the terms and conditions set forth in this Agreement.
- C. Programmer desires to provide programming for broadcast on the HD Channel under 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 December 1, 2022 (the “LMA Commencement Date”) and will continue, subject to earlier termination as provided in this Agreement, until the date that is three years after the LMA Commencement Date (the “Term”).
2. Programming. During the Term, Programmer shall purchase from Hubbard Radio Washington DC airtime on the HD Channel for the price and on the terms specified below, and shall transmit to Hubbard Radio Washington DC programming (the “Programs”) for broadcast only on the HD Channel twenty-four (24) hours per day, seven (7) days per week, except as provided otherwise in sections 3, 7, and 12 of this Agreement (the “Broadcasting Period”). Programmer will transmit its Programs to the transmitting facilities of the HD Channel via Internet Protocol, with internet service, internet data fees, and internet lines directly to the transmitter at the sole cost and expense of Programmer. The Programs shall be transmitted to the transmitting facilities of the HD Channel 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.

3. Broadcasting/HD Channel Assignment. In exchange for the payments to be made by Programmer hereunder, during the Term, Hubbard Radio Washington DC shall broadcast the Programs only on the HD Channel subject to the provisions of this Agreement. Hubbard Radio Washington DC's obligation to broadcast the Programs shall be pre-conditioned on Programmer's prior delivery of such Programs to the transmitting facilities of the HD Channel as required by Section 2 above and Programmer's timely payments under Section 6 and Schedule A of this Agreement. Hubbard Radio Washington DC agrees that Programmer will be provided a bit rate of not less than 24 kilobits per second on the HD Channel (the "Minimum Bit Rate"). Programmer acknowledges that during the Term Hubbard Radio Washington DC shall have the right, in its sole discretion, to change the HD Channel to another Station HD sub-channel or to change the Station to another HD-capable full power radio station in the market operated by Hubbard Radio Washington DC. Upon delivery of such notice by Hubbard Radio Washington DC to Programmer, the terms "HD Channel" and "Station" as used in this Agreement shall be amended, effective as of the date specified in the notice, as designated in such notice.

4. HD Channel Format. The Programs shall be limited to a "Latino Adult Contemporary" format. Programmer shall not alter the format of the HD Channel without the prior written approval of Hubbard Radio Washington DC.

5. Advertising.

(a) During the Term, except as set forth in Section 9(b), Programmer will be responsible for the sale of advertising only on the HD Channel and for the collection of 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 HD Channel.

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

6. Payments. In consideration for Hubbard Radio Washington DC's broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, Programmer will pay Hubbard Radio Washington DC as set forth on Schedule A attached hereto.

7. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Hubbard Radio Washington DC shall have full authority, power and control over the operation of the Station and the HD Channel, and over all persons working at the Station and for the HD Channel. Subject to Section 16 hereof, Hubbard Radio Washington DC 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 Washington DC from (i) rejecting or refusing programs on the HD Channel which Hubbard Radio Washington DC believes to be contrary to the public interest, (ii) substituting programs on the HD Channel which Hubbard Radio Washington DC 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 Washington DC in its sole discretion, including but not limited to Emergency Alert Service System (“EAS”) information. Without limiting the preceding sentence, Hubbard Radio Washington DC 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 Washington DC 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. If Hubbard Radio Washington DC preempts, rejects or otherwise refuses to broadcast any Program, then Hubbard Radio Washington DC shall use commercially reasonable efforts to broadcast substitute programming of equal or greater value.

(c) All employees of Programmer must comply with the reasonable policies and rules promulgated by Hubbard Radio Washington DC, as provided from time to time. Programmer and all employees of Programmer shall not represent, depict, describe or portray Programmer as the licensee or operator of the Station.

(d) Programmer shall immediately serve Hubbard Radio Washington DC with notice and a copy of any letters of complaint it receives concerning any Program. Programmer shall cooperate with Hubbard Radio Washington DC to ensure that EAS transmissions are properly performed in accordance with Hubbard Radio Washington DC’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 HD Channel. In the event that Hubbard Radio Washington DC is required to obtain or maintain music licenses with respect to the Programs during the Term, Programmer shall pay and reimburse Hubbard Radio Washington DC within ten (10) 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 Washington DC with respect to political broadcast responsibilities, and shall supply such information promptly to Hubbard Radio Washington DC 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 Washington DC during the Broadcasting Period as necessary to permit Hubbard Radio Washington DC to comply with the political broadcast rules of the FCC and Hubbard Radio Washington DC 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.

(c) Programmer shall provide Hubbard Radio Washington DC 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 HD 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 HD Channel.

11. Call Signs. Hubbard Radio Washington DC 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 (or, at the election of Hubbard Radio Washington DC, the station identification and sponsorship identification announcement may be broadcast by Hubbard Radio Washington DC as a cut-in to the Programs at the beginning of each hour), 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 Washington DC in its sole discretion.

12. Downtime; Maintenance. Hubbard Radio Washington DC 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 HD Channel. If Hubbard Radio Washington DC is unable to broadcast the Programs on the HD Channel for a period of twenty-four (24) hours or more due to the fault of Hubbard Radio Washington DC (an "Outage"), Hubbard Radio Washington DC will provide a pro rata fee abatement of three percent (3%) of the monthly fee due per day of such Outage.

13. Confidentiality. Neither Party shall disclose the terms of this Agreement to any third party other than legal counsel, financial advisors, or accountants, except as and when such disclosure is required by law or legal process. Notwithstanding the foregoing, the Parties acknowledge that a redacted copy of this Agreement may be filed with the FCC, whereupon the non-redacted portions of this Agreement will no longer be deemed confidential.

14. Representations.

(a) Hubbard Radio Washington DC 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 is in good standing in the District of Columbia, (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.

(b) Programmer represents and warrants to Hubbard Radio Washington DC 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 and is qualified to do business in the District of Columbia, (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.

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; (ii) Programmer fails to observe or perform any other covenant, agreement or obligation contained in this Agreement, and fails to cure such failure within ten days after Hubbard Radio Washington DC has provided Programmer with written notice thereof; (iii) Programmer makes an unauthorized change in format of the HD Channel; (iv) 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; or (v) 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 Hubbard Radio Washington DC under this Agreement: (i) Hubbard Radio Washington DC fails to observe or perform any obligation contained in this Agreement in any material respect, and fails to cure such failure within fifteen (15) business days after Programmer has provided Hubbard Radio Washington DC with written notice thereof; or (ii) Hubbard Radio Washington DC breaches any representation or warranty made by it under this Agreement in any material respect.

(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 Washington DC shall be under no obligation to make available to Programmer any broadcast time.

16. Indemnification and Insurance. Programmer shall indemnify, defend, and hold Hubbard Radio Washington DC and its affiliates harmless from and against any and all claims, losses, and liability related to or arising from the Programs or the broadcast of the Programs on the HD Channel, 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. Programmer shall, at its expense, obtain and maintain Media Liability Insurance (E&O) with coverage of at least \$5,000,000, 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, such insurance to be with an insurance company and with coverage amounts acceptable to Hubbard Radio Washington DC. Within two (2) days of the date of this Agreement, Programmer shall cause its carrier to (and Programmer shall deliver to Hubbard Radio Washington DC a certificate of insurance evidencing the following with respect to such insurance): (i) name Hubbard Radio Washington DC 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 Washington DC 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 Washington DC 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 Washington DC 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 Washington DC:

Hubbard Radio Washington DC, LLC
5425 Wisconsin Avenue, 5th Floor
Chevy Chase, MD 20815
Attn: Market Manager

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

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

if to Programmer: Latinousamax, LLC
8201 River Run Drive
Bowie, MD 20715
Attn: Walter Torrez

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 control, including but not limited to any failure of an Internet service connection delivering the Programs to the HD Channel, 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 Maryland 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 adopted pursuant to those provisions of the Act. 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 Washington DC certifies that it maintains ultimate control over the facilities of the Station and the HD 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.

22. Additional Certification. Programmer is subject to the sponsorship identification requirements under Section 317 of the Communications Act of 1934, as amended, including but not limited to, the foreign sponsorship disclosure requirements under 47 C.F.R. § 73.1212(j). Programmer will cooperate with Hubbard Radio Washington DC as necessary or requested to ensure compliance with these requirements. Programmer represents and warrants to Hubbard Radio Washington DC that Programmer (i) is not a foreign governmental entity under 47 C.F.R. § 73.1212(j), and (ii) is not aware of any information that would require Hubbard Radio Washington DC to include in any programming provided by Programmer to be aired under this Agreement an on-air disclosure pursuant to 47 C.F.R. § 73.1212(j) regarding the broadcast of any programming provided by a foreign governmental entity under 47 C.F.R. § 73.1212(j). Programmer agrees that it has made and, on a going forward basis during the Term will make, timely and appropriate inquiries of all individuals and entities in the program supply chain to support the above representations, and to promptly notify Hubbard Radio Washington DC if it becomes aware of any information at any time during the Term that would affect such representations.

[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 first set forth above.

HUBBARD RADIO WASHINGTON DC, LLC

By: _____

Name: Joel Oxley

Title: Senior Vice President, Market Manager

Latinousamax, LLC

By: _____

Name: Walter Torrez, Junior

Title: President

SCHEDULE A

