

# GOOD KARMA BRANDS

## BLOCK TIME SALES AND BROADCASTING AGREEMENT

This Block Time Sales Agreement (the “Agreement”), dated December 12, 2023, is entered into by and between Good Karma Broadcasting LLC, Owner and Operator of radio station WMVP-AM, (the “**Station**”), located at 190 N. State Street, Chicago, IL 60601, and Illinois Outdoor News Network (the “**Programmer**”) located at PO Box 7031, Westchester, IL 60154.

WHEREAS, the Station has available broadcasting time and is engaged in the business of radio broadcasting on the Station; and

WHEREAS, the Programmer desires to avail itself of Station’s broadcast time for the presentation of a program:

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:


1. **Rights.** The Station agrees to make the broadcasting transmission facilities of the Station available to Programmer and to broadcast on the Station, or cause to be broadcast, a program titled “Chauncey’s Great Outdoors” (the “**Program**”) for sixty (60) minutes per show, at one (1) show per week on Saturdays from 6 am – 7 am CST. Programmer grants the Station the exclusive radio broadcast rights to the Program in the Chicago Metropolitan area, as defined by Nielsen Audio (the “**Exclusive Area**”). The Program will originate from the Station’s studios at the address noted above. The facilities and equipment of the Station shall be made available to the Programmer for its use for the broadcast of the Program without additional compensation during the term of this agreement to the extent such facilities are necessary for the transmission of the Program over the Station and are not in use by Station. In addition to over-the-air analog radio broadcast, all content will broadcast live through streaming platforms as designed and provided by Station or Station partners and podcasted on platforms available to Station and may change from time to time.
2. **Term.** The term of this Agreement shall commence on January 1, 2024 and continue through and include December 31, 2024, unless earlier terminated in accordance with this Agreement.
3. **Investment.**
  - a) In consideration of all rights, obligations and services hereunder, hereunder, Programmer shall pay Station the sum of [REDACTED]

[REDACTED]

Programmer shall ensure that payments are received by Station by the first business day of each month during the Term or as otherwise mutually agreed upon by Station and Programmer.

- b) In the event that the Program is broadcast from a remote location outside the Station studio and an on-site producer is required, Programmer will be responsible for paying a producer to assist in the production of the Program. Station shall have the right to approve the producer and such approval shall not to be unreasonably withheld. The fee for those services shall be negotiated directly between Programmer and the producer.
4. **The Program.** The Program will consist of expert commentary and analysis concerning hunting, fishing, and outdoor education and be hosted by Chauncey Nizioi ("*Host*"). Programmer shall originate the Program at the Station's facilities if broadcast is not pre-recorded. Station shall have final approval over the content of the Program and shall have the right to make any changes, revisions, alterations, and modifications with respect thereto as Station shall deem necessary provided Station makes a good faith effort to consult with Programmer prior to making any such changes, revisions, alterations and modifications.
5. **Commercial Material.**
- a) Programmer shall have the right to sell and retain the revenue from the sale of up to [REDACTED] derived by Programmer from Programmer's sale of advertising in the Program. Station has the right to sell [REDACTED] derived by Station from its sale of advertising in the Program.
  - b) In addition to the commercial units described in subparagraph (a) above, Station shall have the right to broadcast news, traffic reports, weather reports, as well as station identifications as required by law or regulation.
  - c) Notwithstanding anything to the contrary herein, all sponsors and advertisers shall be subject to the prior approval of Station's Department of Broadcast Standards and Practices.
  - d) All digital production, including commercial and promotional materials described in Paragraph 6, shall be submitted a minimum of five (5) business days in advance of placement on the Program page at ESPNChicago.com, or its successor. Station shall have the right to refuse any content submitted that does not meet Station's broadcast and/or advertising standards and practices.



- e) Nothing herein shall be construed as to require Station to broadcast the Program, and Station shall have fulfilled all its obligations hereunder by Station's broadcast of the commercial inventory furnished to Programmer hereunder and Station shall reimburse Programmer a pro rata portion of the consideration hereunder if a Program is not broadcast subject to the provisions of Paragraphs 14 and 15.
- 6. **Advertising To Be Carried During The Program.** The Programmer will incorporate their own commercials into the show, subject to the consent of Station's management, consistent with the Station's broadcast policies and with the rules and policies of the Federal Communications Commission ("FCC"). The Station agrees not to sell advertising to businesses on a "do not call" list provided by the Programmer, pending mutual agreement.
- 7. **Consideration.** Station shall have the right to sell or otherwise dispose of any remaining commercial, without obligation to share any revenues therefrom with Programmer or any other person, firm or corporation.
- 8. **Promotion.**
  - a) Station shall broadcast a minimum of 
  - b) Station is agreeable to the opportunity to provide promotional goods and street team appearances with reasonable advance notice and approval.
- 9. **Termination.**
  - a) **Termination: Without Cause:** This Agreement may be terminated by either party any time during the Term without cause by either party upon thirty (30) days written notice to Programmer or Station.
  - b) **Termination: Just Cause:** Station may terminate this Agreement for "just cause" as defined at Paragraph 9(c) hereof or elsewhere in this Agreement, upon written notice to Programmer.
  - c) The following acts shall constitute "just cause" for termination hereunder:
    - i. Any on-air mention whatsoever by Programmer or anyone under Programmer's direction of Station's principals or their business interests, or any on-air reference by Programmer or anyone under Programmer's direction to Station, General Manager, Station Manager, Program

Director or other employee of Station in an inflammatory, repugnant or malicious manner.

- ii. Any on-air use by Programmer or anyone under Programmer's direction or any distasteful or offensive words or phrases, the broadcast of which Station believes would not be in the public interest or may jeopardize Station's federal license to operate Station, or failure by Programmer or anyone under Programmer's direction to comply with Station's directions with respect to on-air material and the manner of its delivery or use.
- iii. Failure by Programmer or anyone under Programmer's direction to observe the Station's programming, operational and other policies.
- iv. Direct or indirect disclosure or divulgence by Programmer or anyone under Programmer's direction or control of any confidential information concerning the business or affairs of Station, its affiliated entities, their partners, officers, directors, shareholders, agents, representatives or advertisers. Programmer agrees that any such information will be received by it in a confidential capacity.
- v. Any willful act by Programmer or anyone under Programmer's direction which brings Programmer, Station, Station or their advertisers into public disrepute, contempt, scandal or ridicule, or which provokes, insults or offends the community or any group or class thereof, or which reflects unfavorably upon Station, its affiliated entities, or their advertisers.
- vi. In the event that Station is sold, or transfers ownership to another party, entity, or to the FCC, this Agreement is rendered null and terms will cease to apply to either Programmer or Station, effective immediately at time of transfer of ownership or operation.

10. **Programming Recordings/Copyright.** As between Programmer and Station, Programmer shall be the sole copyright owner of the Program, subject to the rights granted to Station hereunder.

11. **Name and Likeness.** Station shall have the right to reproduce, print, publish or disseminate in any medium any person appearing on the Program or performing services in connection therewith including without limitation, names, pictures, likenesses and voices, as well as biographical material.

12. **Insurance.**

- a) Programmer warrants that it and anyone performing such services under a contract, either oral or written shall, throughout the performance of its services pursuant to this Agreement, maintain: (i) Commercial General Liability Insurance to include contractual and products/completed operations, (which must be maintained for three years following completion of the work) with

minimum limits of \$3,000,000 on an occurrence form basis, and Automobile Liability coverage with minimum combined single limits of \$3,000,000 protecting you and Station from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of your services hereunder or from or out of any negligent act or omission of Illinois Outdoor News Network, its officers, directors, agents, subcontractors or employees; (ii) Media Liability Insurance with a minimum limit of \$5,000,000 per claim. Such insurance shall have standard coverage, including, but not limited to, coverage with respect to libel/slander or other forms of defamation, infringement of common law or statutory copyright, infringement of rights in material to be broadcast or in the manner of presentation thereof, infringement of privacy rights, breach of implied contract and unauthorized use of material. Such insurance shall be maintained for a period of at least three years after the completion of said services; and (iii) Workers' Compensation Insurance as required by applicable law and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence. All insurance required herein shall contain an exception to any insured versus insured or cross liability exclusion for claims brought by an additional insured against any other insured. All such insurance required herein shall be with companies and on forms acceptable to Station and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Station. All insurance shall be primary and not contributory with regard to any other available insurance to Station. All insurance shall be written by companies with a BEST Guide rating of B+ VII or better. Certificates of insurance (or copies of policies, if required by Station) shall be furnished to Station, and such policies shall include Station, Inc., its parent, and all affiliated and related companies as additional insureds and contain a waiver of subrogation. (The additional insured requirement applies to all coverages except Workers' Compensation and Employers Liability. The waiver of subrogation applies to all coverages). The minimum limits of the Commercial General Liability policy of insurance shall in no way limit or diminish your liability under other provisions of this Agreement.

- b) In the event of the cancellation, or reduction of coverage of the policy obtained by Programmer herein, Station shall have the right to terminate this Agreement forthwith without any liability whatsoever.

13. **Responsibility for Employees and Expenses.** The Programmer shall furnish or cause to be furnished the Host of the Program to be provided by this Agreement, subject to Station's ultimate approval. The Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for the Host of the Program. Programmer shall have no responsibility for payment of any salaries, taxes, insurance or other expenses of any kind or nature relating to employees of the Station. Station furnishes and shall employ and be responsible for the salaries, taxes, insurance and related costs for the qualified board operator at station facilities during broadcast of Program.

14. **Force Majeure.**

- a) Station's failure to broadcast the Program or any portion thereof during the scheduled broadcast times hereunder due to any force majeure, including weather, Act of God, governmental regulation or order, defect or breakdown of lines or equipment, a labor dispute, recapture of the time period for an event of national importance (including any news programs of which Station deems to be of significant public interest), or for any other cause beyond the control of Station, shall not constitute a breach of this Agreement.
- b) If Station fails to broadcast the Program due to technical or human difficulties within the control of Station, the Programmer will receive a full monetary credit for the Program.

15. **Programming and Operations Standards.** The Programs supplied by the Programmer shall meet in all material respects all applicable rules, regulations and policies of the FCC and all broadcast and operational policies of the Station. All advertising spots and promotional material or announcements, including contests and sweepstakes, shall comply with all applicable federal, state and local regulations and Station's advertising continuity acceptance policies. If, in the opinion of Station's Market Manager, any Programs presented by the Programmer do not meet such standards, the Station may preempt, interrupt or delete any Program or any such portion of any Program at any time.

16. **Operation and Control.** Notwithstanding anything to the contrary in this Agreement, the Station will at all times have full authority, power and ultimate control over the Station's facilities specifically including, but not limited to: (a) control over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any Programs, or any portion thereof, including any advertisements, which the Station deems unsuitable or contrary to the public interest; (b) the right to preempt the Programs in order to broadcast a program deemed by Station to be of greater national, regional, or local interest, including sports programming if it becomes available to Station (Station will use reasonable commercial efforts to provide notice to Programmer of the scheduled dates of any such sports programming Station obtains); and (c) the right to take any other actions necessary for compliance with the laws of the United States, the State of Illinois, the rules, regulations, and policies of the FCC (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. The Station reserves the right to refuse to broadcast any Program, if it contains matter which is, or in the reasonable opinion of the Station may be, or which a third-party claims to be, violative of any right of any third party or which may constitute a "personal attack" (as that term is defined by the FCC). The Station may record each show. If any Program is pre-empted, there will be no billing, no pay and no make-goods of programs or commercials not

broadcast. If Program is pre-empted, Station will make good on any program or time lost at mutually agreeable time in the future.

17. **Preemption.**

- a) Station shall have the right, in its reasonable discretion, to preempt any time period scheduled for the broadcast of any Program hereunder, including Programmer's commercial announcements, in order to broadcast events of public importance, including without limitations news and sports events, as well as to broadcast network programs. In the event that Station preempts the Program, Station will use reasonable efforts to broadcast the Program, including Programmer's commercial announcements, at a mutually agreed upon time. If Station and Programmer are unable to mutually agree on a time, Station shall broadcast Programmer's commercial announcements, if any, on a date within 30 days after the Program was originally scheduled for broadcast in the same time period as the Program was originally scheduled to be broadcast. Station shall be under no obligation to broadcast the Program.
- b) If the preemption is due to technical or human error and Station is not able to rebroadcast the Program, Station shall broadcast Programmer's commercial announcements, if any, on a date within 30 days after the Program was originally scheduled for broadcast.

18. **Inability to Perform.** In the event that Host is unable to host the Program for any reason for a period in excess of four (4) consecutive weeks or six (6) weeks in the aggregate during the Term of this Agreement or in the event of the death of Host, Programmer agrees to provide a substitute host or Programmer may terminate Agreement upon seven (7) days prior written notice to Station and Station agrees to refund the applicable license fee on a pro rata basis.

19. **Payola and Sponsorship Identification.** The Programmer will provide the Station in advance any information known to the Programmer regarding any money or other consideration which has been paid, accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to the Station by the Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. The Programmer will at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 508 of the Communications Act of 1934, as amended and the related rules and regulations of the FCC.

20. **Programmer's Representations and Warranties.** Programmer represents and warrants that it has authority to enter into and to fully perform this Agreement in accordance with its terms, and that Programmer is under no obligations under this Agreement. Programmer represents and warrants that all ideas, creations, materials

and intellectual properties used by Programmer hereunder will be its own original creation except for materials in the public domain or materials which it is fully licensed to use, and that all materials furnished by Programmer and the use thereof by Station or its designees will not infringe upon or violate any rights of any kind whatsoever of any individual or entity.

21. **Assignment.** Programmer may not assign this Agreement at any time, but Station may assign its right hereunder without consent in full or in part to any person or entity which may become the Station of Station or to any of Station's affiliated entities.

22. **Indemnities.**

- a) Programmer indemnifies and holds harmless Station, its Station, affiliated companies and the officers, shareholders, directors, members, employees, agents and representatives of each of them harmless against any and all liability, actions, claims, demands, losses, expenses (including attorney's fees) or damages caused by or arising out of: (1) any performance or utterance (ad lib or otherwise) by Programmer or anyone under Programmer's direction or included in any of Programmer's commercial time in or in connection with any program produced hereunder or in the performance of other duties hereunder; (2) the use of any material furnished by Programmer hereunder; (3) the breach of any provision hereof by Programmer; or (4) any act or omission of Programmer prior to the date of this Agreement. Station shall have the right to assume the defense of and control the disposition of any such claim or litigation, whether by compromise, settlement or other resolution, and Programmer shall fully cooperate with requests of Station to such end. Station's approval of any material furnished by Programmer shall not constitute a waiver of Programmer's indemnity with respect thereto.
- b) Provisions of this Paragraph are applicable in any case where an indemnity is provided under this Agreement. The expiration or termination of this Agreement shall not affect the continuing obligations of an indemnitor.

23. **Notices.** All notices required to be given hereunder shall be given in writing, either by personal delivery or by mail, at the respective addresses of the parties hereto set forth at the end of this Agreement, or at such other addresses as may be designated in writing by registered mail by either party. Notice given by mail shall be deemed given on the date of mailing thereof.

24. **Press Releases.** Neither Party shall make any press release or other public disclosure with respect hereto or any of the Programs or performances provided for hereunder which mentions the other party or any parent or affiliated companies or businesses or its trademarks without the written consent of the other party.

25. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely therein. In the event that any one or more of the provisions contained in this Agreement shall



for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegal or unenforceable provision had never been contained herein.

26. **Waiver.** A waiver by any party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party.
27. **Entire Understanding.** This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and this Agreement cannot be changed, rescinded or terminated except by written instrument executed by the parties hereto.
28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered effective as of the date first written above.

Very truly yours,

**GOOD KARMA BROADCASTING LLC,  
Owner and Operator of Radio Station WMVP-AM**

By:   
Keith Williams (Dec 12, 2023 12:04 CST)

Name: Keith Williams

Title: SVP/Market Manager

Date: Dec 12, 2023

**ACCEPTED AND AGREED:**

By:   
Philip Niziol (Jan 1, 2024 23:03 CST)

Name: Philip Niziol

Title: Owner Illinois Outdoor News Network

Date: Jan 1, 2024