

## LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (this "Agreement") is made as of January 1, 2023 by and between **KORE Broadcasting, LLC**. ("Licensee") and **Broadcasting Communications, LLC** ("Marketer").

### Recitals

A. Licensee owns and operates Radio Station KORE (AM), Springfield-Eugene, Oregon (FCC Facility ID No. 64034) (the "Station"), which is currently operated on 1050 AM and 95.7 FM (K239CM), and desires assistance in selling advertising on the Station to continue to provide high-quality informational and entertainment programming in its service area;

B. Licensee is a Radio Station in the Springfield-Eugene, Oregon DMA. Marketer is a Television Station in the same DMA. Both are under separate ownership. Marketer is owned by Broadcasting Communications, LLC. Licensee is not relinquishing any control or ownership of KORE during the term set within this agreement.

C. Marketer desires to acquire time on the Station for its programming and advertising, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the Federal Communications Commission (the "FCC").

### 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 at 12:01AM on the day following the execution of this Agreement (the "Commencement Date") and will continue until the date one (1) year after the Commencement Date, unless earlier terminated pursuant to this Agreement or with ninety (90) days written notice. Agreement may automatically renewed and be extended an additional (1) year by agreement of both parties within thirty (30) days prior to the expiration of this agreement.

2. Marketer's Purchase of Airtime and Provision of Programming. During the Term, Marketer shall purchase from Licensee airtime on the Station for the price and on the terms specified below, and shall transmit to Licensee commercial announcements (the "Commercial" or "Commercials") for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week, except for periods of regularly scheduled or necessary maintenance (the "Broadcasting Period"). Marketer will supply, at its own cost, its commercial content to the Station transmitting facilities via a mode of transmission (e.g., e-mail, internet delivery or ftp) that will ensure that the commercial announcements technical and quality standards reasonably acceptable to Licensee.

3. Broadcasting Obligations. In return for the payments to be made by Marketer hereunder, during the Term, Licensee shall broadcast the commercial announcements delivered

by Marketer during the Broadcasting Period specified in Section 2 above, subject to the provisions of Section 6 below.

4. Advertising Sales; Accounts Receivable. Marketer will be non-exclusively responsible for the sale of advertising on the Station. Licensee will be responsible for the collection of accounts receivable arising therefrom. Marketer shall be entitled to receive a percentage of all revenues of the Station arising or accruing from Marketer's sale of advertising during the Term.(See: Schedule A, Section 2) All accounts receivable arising from before the Term shall remain the property of Licensee, regardless of whether they are collected by Marketer or Licensee. If Marketer collects accounts receivable arising from before the term, they shall be remitted to Licensee with the subsequent Term Payment. All contracts for advertising on the Station that may be entered into by Marketer shall terminate upon the termination of this Agreement (other than a termination pursuant to Section 11) and shall be the sole responsibility and liability of Marketer.

5. Term Payments. For the broadcast of the commercial announcements and the other benefits made available to Marketer pursuant to this Agreement, during the Term, Marketer will compensate Licensee as set forth on Schedule A attached hereto.

6. Operation, Ownership and Control of the Station. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Station, it will have full authority, power and control over the operation of the Station. Licensee will bear the responsibility for the Station's compliance with all applicable provisions of the rules and policies of the FCC and all other applicable laws. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs or commercial announcements which Licensee believes to be contrary to the public interest, or (b) substituting programs or commercial announcements 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 community. Licensee reserves the right to refuse to broadcast any Program or commercial announcements containing matter which violates any right of any third party or which constitutes a "personal attack" as that term has been defined by the FCC. Licensee also reserves the right to refuse to broadcast any Program or commercial announcements which does not meet the requirements of the rules, regulations, and policies of the FCC or the regulations and restrictions set forth in Section 9 hereof. Licensee further reserves the right to preempt any Program or commercial announcements in the event of a local, state, or national emergency. If Licensee preempts, rejects or otherwise refuses to broadcast any Program or commercial announcements, then Licensee shall broadcast substitute programming or commercial announcements of equal or greater value to Marketer. Licensee reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Marketer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program or commercial announcements for Licensee review and inclusion in its public inspection file. Marketer agrees that neither it nor its agents, employees, consultants or personnel will accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Marketer and merchants or advertisers, unless the payer is identified in the

program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the FCC rules, regulations and policies.

7. Maintenance of Signal. Licensee has ultimate operating control of the Station. All general maintenance and technical matters shall be the responsibility of the Licensee.

8. Music Licenses. During the Term, Licensee will obtain and maintain in full force and effect in its own name all music licenses ("Music Licenses") as are currently operative with respect to the Station and as will be required by the licensor of those Music Licenses. All Music Licenses fees during the Term shall be paid by Licensee.

9. Programs.

9.1 Production of the Programs; Program Format. Licensee acknowledges that it is familiar with the programming Marketer currently produces and has determined that the broadcast of such programming on the Station would serve the public interest. Marketer agrees that all of the programming, advertising and promotional material Marketer broadcasts on the Station shall be in compliance with the rules, regulations and policies of the FCC. Marketer agrees that it will consult with Licensee in the selection of the Programs and commercial announcements it transmits to Licensee to ensure that the content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Marketer by Licensee.

9.2 Political Time. 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. Marketer 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 time record keeping and lowest unit charge requirements of federal law. To the extent that Licensee believes necessary, in its sole discretion, Marketer shall release advertising availabilities to Licensee during the Broadcasting Period to permit Licensee to comply with the political broadcast rules of the FCC and the provisions of Section 315 of the Communications Act of 1934, as amended.

10. Expenses. Expenses during the Term, Marketer will be responsible for (i) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs and commercial announcements supplied to Licensee, and (ii) the costs of delivering the Programs and commercial announcements to Licensee

11. Events of Default: Termination.

11.1 Marketer's Events of Default. The occurrence of any of the following will be deemed an Event of Default by Marketer under this Agreement: (a) Marketer fails to make timely payments as provided for in Section 5 of this Agreement; (b) Marketer fails to observe or perform its other obligations contained in this Agreement in any material respect; or (c) Marketer breaches the representations and warranties made by it under this Agreement in any material respect.

11.2 Licensee Events of Default. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to observe or perform its obligations contained in this Agreement in any material respect; or (b) Licensee breaches the representations and warranties made by it under this Agreement in any material respect.

11.3 Cure Period. Except with respect to the payment due pursuant to Section 5 (and Schedule A hereof) for which no cure period shall apply, and notwithstanding Sections 11.1 and 11.2 hereof, an Event of Default will not be deemed to have occurred until ten (10) 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.

11.4 Termination in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 11.3, the non-defaulting party may terminate this Agreement, by sending written notice to the defaulting party. Such termination shall be effective ten (10) business days after the date on which written notice was sent by the non-defaulting party.

11.5 Effect of Termination. Upon termination of this Agreement according to the provisions of this Section 11: (i) the Licensee shall have no further obligation to provide to Marketer any broadcast time or access to broadcast transmission facilities, (ii) the consideration provided for hereunder shall be prorated to the effective termination date of this Agreement, and (iii) Licensee shall not be obligated to assume any programming, advertising, trade or other obligations of Marketer, and (iii) in the event of termination by Licensee due to Marketer's breach of this Agreement or the Purchase Agreement, Licensee shall have the right to collect the outstanding accounts receivable of Marketer to cure such breach. No termination pursuant to this Section 11 shall relieve any party of liability it would otherwise have for breach of this Agreement, including, without limitation, any action by Licensee for the collection from the Marketer of any unpaid balances due hereunder or for any damages resulting from a termination due to Marketer's breach hereof.

12. Indemnification. Marketer shall indemnify and hold Licensee harmless against any and all liability that results from a breach by Marketer of any of its representations, warranties, covenants or agreements contained in this Agreement, or for 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 resulting from the broadcast of the Programs and commercial announcements on the Station. Licensee shall indemnify and hold Marketer harmless against any and all liability that results from a breach by Licensee of any of its representations, warranties, covenants or agreements contained in this Agreement, or for 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 resulting from the broadcast of Licensee's programming on the Station. The obligations under this Section shall survive any termination of this Agreement for one (1) year.

13. Authority. Marketer 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



19. Relationship of Parties. Neither the Marketer nor Licensee will be deemed to be the agent, partner, nor representative of the other party to this Agreement and neither party is authorized to bind the other to any contract, agreement, or understanding.

20. Force Majeure. The failure of either party hereto to comply with its 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, will not constitute an Event of Default under Section 11 of this Agreement and neither party will be liable to the other party therefor.

21. Subject to Laws: Partial Invalidity. 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 shall file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

22. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

23. Successors and Assigns. Subject to the provisions of Section 15 above, this Agreement shall be binding and inure to the benefit of Licensee's successors and assigns. This Agreement shall also be binding upon and inure to the benefit of Marketer and its successors and assigns.

24. Certifications.

(a) Licensee's Certification. Licensee hereby certifies that for the term of this Agreement it shall maintain ultimate control over the Station's facilities, including control over the Station's finances, personnel and programming, and nothing herein shall be interpreted as depriving Licensee of the power or right of such ultimate control.

(b) Marketer's Certification. Marketer hereby certifies that this Agreement complies with Section 73.3555 of the FCC rules in effect on the date hereof, that Marketer is qualified under the Act, and the rules, regulations and policies promulgated thereunder to be Commission licensee and that Marketer's attributable interest holders, as that term is defined by the FCC, are United States citizens.

(c) If necessary to comply with applicable law (including compliance by Marketer with any changes in the FCC's ownership rules or other compliance by the parties with FCC rules and regulations), the parties will modify this Agreement to effect compliance without depriving either party of the benefits of this Agreement in any material respect, unless such a modification is not possible, in which event this Agreement may be terminated as to such Station

by either party by written notice to the other effective when compliance is required (after taking into account any grandfathering or grace period, if any).

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT

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

**MARKETER:**

**BROADCASTING COMMUNICATIONS, LLC**

By: Alaina Burgess  
Alaina Burgess  
GM, KLSR-KEVU TV

**LICENSEE:**

**KORE BROADCASTING, LLC**

By: Stephen Alan Woodward, Jr.  
Stephen Alan Woodward, Jr.  
Sole Member

SCHEDULE A

1. LMA Fee: Marketer shall pay no direct fee to Licensee each month (the "LMA Fee"). Any required payments (including reimbursements, discussed below) which are not received within thirty (30) business days of their due date shall constitute a default under Section 11.1.
2. Commissions: As consideration for use of the airtime on the Station, Marketer shall be paid based on monthly gross dollar sales made by Marketer. Payments will be issued by Licensee to Marketer within thirty (30) days after receipt of payment for Programs or commercial announcement schedules aired on Licensee's Station. (as outlined in section 4 of the "Agreement") The commission amounts shall be as follows:



3. Scheduling and Invoicing: Marketer will send orders to Licensee via email. Licensee will utilize their own staff to input and verify orders placed by Marketer. Licensee will make every good faith effort to invoice all orders placed by Marketer by the fifth (5<sup>th</sup>) day of the month following the completion of the Calendar or Broadcast month's schedule. Licensee will meet all necessary requirements for any co-op invoicing as long as co-op requirements are specified by Marketer during the placement of the order. Payments for all schedules placed by Marketer on Station will be collected by Licensee. Licensee will then pay Commissions to Marketer as specified in section 2 of schedule A above.
4. Reimbursements: If a client has paid Marketer directly for Programs or commercial announcements scheduled and invoiced on Licensee's Station, Marketer will be required to issue a reimbursement for the full amount of the invoice within ten (10) days of receipt of payment. When payment is received and applied to invoices issued by Licensee, Licensee shall reimburse Marketer for their Commissions as outlined in section 2 of schedule A above.