

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of October 2, 2019 by and between **HUBBARD RADIO ST. LOUIS, LLC** (“Hubbard Radio St. Louis”) and **METROPLEX COMMUNICATIONS, INC.** (“Programmer”) (each a “Party” and collectively, the “Parties”).

Recitals

A. Hubbard Radio St. Louis operates radio station WIL(FM), 92.3 MHz, Channel 222, St. Louis, Missouri (FIN 72390) (the “Station” or “WIL”), pursuant to licenses issued by the Federal Communications Commission (“FCC”) to Hubbard Radio St. Louis’s wholly-owned licensee subsidiary, St. Louis FCC Licensee Sub, LLC.

B. Hubbard Radio St. Louis desires to obtain programming for the Station’s digital HD-3 channel (the “Channel”) under the terms and conditions set forth in this Agreement.

C. Programmer desires to provide programming for broadcast on the 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:

2/18/20  
1. Term. The term of this Agreement will begin at 12:01 a.m. local time on ~~December 1, 2019~~ (the “LMA Commencement Date”) and will continue, subject to earlier termination as provided in this Agreement, until the date that is two years after the LMA Commencement Date (the “Term”). The initial Term may be renewed for up to five subsequent two-year terms, subject to earlier termination as provided in this Agreement (each a “Renewal Term”), unless either party provides written notice to the other party at least sixty days prior to the end of the then current initial Term or Renewal Term of its decision not to renew the Agreement. Unless otherwise specified herein, any reference to “Term” in this Agreement shall include any applicable Renewal Term.

2. Programming. During the Term, Programmer shall purchase from Hubbard Radio St. Louis airtime on the Channel for the price and on the terms specified below, and shall transmit to Hubbard Radio St. Louis programming (the “Programs”) for broadcast on the 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 Channel via Internet Protocol, satellite or equivalent method. The Programs shall be transmitted to the transmitting facilities of the 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/Channel Assignment. In exchange for the payments to be made by Programmer hereunder, during the Term, Hubbard Radio St. Louis shall broadcast the Programs on the Channel subject to the provisions of this Agreement. Hubbard Radio St. Louis's obligation to broadcast the Programs shall be pre-conditioned on Programmer's prior delivery of such Programs to the transmitting facilities of the Channel as required by Section 2 above and Programmer's timely payments under Section 6 and Schedule A of this Agreement. Hubbard Radio St. Louis agrees that Programmer will be provided a bit rate of not less than 24 kilobits per second on the Channel (the "Minimum Bit Rate"). Programmer acknowledges that in order to provide the Minimum Bit Rate, it may be necessary during the Term for Hubbard Radio St. Louis, in its sole discretion due to technical requirements, to change the Channel to another WIL HD channel or to change the Station to another HD-capable full power FM station in the market operated by Hubbard Radio St. Louis. Upon delivery of such notice by Hubbard Radio St. Louis to Programmer, the terms "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. Channel Format/Rebroadcast. The Programs shall be limited to a "Best of Pop, Soul and Rock and Roll, late 1960s through 1980s" format. Programmer shall not alter the format of the Channel without the prior written approval of Hubbard Radio St. Louis. On or before the LMA Commencement Date, Programmer shall have filed with the FCC an application for a license for Programmer's FM translator station W232CR, 94.3 MHz, Channel 232, Alton, Illinois, Facility ID No. 144705 (the "Translator"). Subject to the terms and conditions of this Agreement, the Programs broadcast on the Channel may be rebroadcast on Programmer's Translator during the Term, provided that Programmer is operating the Translator pursuant to automatic program test authority or pursuant to the FCC license for the Translator. Programmer represents, warrants, and covenants that during the Term: (a) the Translator's coverage contour will be contained within the coverage contour of the applicable Station in compliance with applicable FCC rules and policies for fill-in translators; and (b) Programmer shall make such filings with the FCC as are necessary pursuant to Section 74.1284(b) of the FCC's rules to indicate the primary Station being rebroadcast by the Translator.

5. Advertising.

(a) During the Term, Programmer will be exclusively responsible for the sale of advertising on the 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 Channel.

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

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

7. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Hubbard Radio St. Louis shall have full authority, power and control over the operation of the Station and the Channel, and over all persons working at the Station and for the Channel. Subject to Section 16 hereof, Hubbard Radio St. Louis 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 St. Louis from (i) rejecting or refusing programs on the Channel which Hubbard Radio St. Louis believes to be contrary to the public interest, (ii) substituting programs on the Channel which Hubbard Radio St. Louis 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 St. Louis in its sole discretion, including but not limited to Emergency Alert Service System ("EAS") information. Without limiting the preceding sentence, Hubbard Radio St. Louis 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 St. Louis 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 St. Louis preempts, rejects or otherwise refuses to broadcast any Program, then Hubbard Radio St. Louis 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 St. Louis, 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 St. Louis with notice and a copy of any letters of complaint it receives concerning any Program. Programmer shall cooperate with Hubbard Radio St. Louis to ensure that EAS transmissions are properly performed in accordance with Hubbard Radio St. Louis'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 Channel that are not otherwise covered through Hubbard Radio St. Louis's existing music licenses for the Station. In the event that Hubbard Radio St. Louis is required to obtain or maintain music licenses with respect to the Programs during the Term, Programmer shall reimburse Hubbard Radio St. Louis 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 St. Louis with respect to political broadcast responsibilities, and shall supply such information promptly to Hubbard Radio St. Louis 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 St. Louis during the Broadcasting Period as necessary to permit Hubbard Radio St. Louis to comply with the political broadcast rules of the FCC.

(c) Programmer shall provide Hubbard Radio St. Louis 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 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 (i) the salaries, taxes, insurance and other costs for all of Programmer's personnel used in the production of the Programs supplied to Hubbard Radio St. Louis and (ii) the costs of delivering the Programs to Hubbard Radio St. Louis.

11. Call Signs. Hubbard Radio St. Louis 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, 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 St. Louis in its sole discretion.

12. Downtime; Maintenance. Hubbard Radio St. Louis 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 Channel. If Hubbard Radio St. Louis is unable to broadcast the Programs on the Channel for a period of twenty-four (24) hours or more due to the fault of Hubbard Radio St. Louis (an "Outage"), Hubbard Radio St. Louis will provide a pro rata rental abatement of three percent (3%) of monthly rent 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 St. Louis 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 state of Missouri, (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 St. Louis 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 state of Missouri, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, (iv) it is, and will be throughout the Term, the sole owner of the Translator and, upon grant of an FCC license by the FCC to Programmer for the Translator, the Translator's associated FCC license, and (v) 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 in any material respect, and fails to cure such failure within fifteen (15) business days after Hubbard Radio St. Louis has provided Programmer with written notice thereof; (iii) Programmer makes an unauthorized change in format of the Channel, as further described in Section 4 of this Agreement; (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 St. Louis under this Agreement: (i) Hubbard Radio St. Louis 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 St. Louis with written notice thereof; or (ii) Hubbard Radio St. Louis 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.

(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 St. Louis shall be under no obligation to make available to Programmer any broadcast time.

(e) Notwithstanding the foregoing or anything to the contrary in this Agreement, either Party may terminate this Agreement on thirty (30) days' written notice to the other Party, provided, however, that as a condition to a termination by Programmer, Programmer shall be required to first pay to Hubbard Radio St. Louis all fees due hereunder, up to and including the effective date of such termination.

16. Indemnification.

(a) Programmer shall indemnify, defend, and hold Hubbard Radio St. Louis and its affiliates harmless against any and all liability arising from the broadcast of the Programs on the 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 Five Million Dollars (\$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 St. Louis. Within two (2) days of the date of this Agreement, Programmer shall cause its carrier to (and Programmer shall deliver to Hubbard Radio St. Louis a certificate of insurance evidencing the following with respect to such insurance): (i) name Hubbard Radio St. Louis 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 St. Louis 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.

(b) Hubbard Radio St. Louis shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Hubbard Radio St. Louis's programming on the 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 with respect to such programming.

(c) 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 St. Louis 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 St. Louis hereunder. The terms of this Agreement shall bind and inure to the benefit of the Parties and any permitted assigns. 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 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 St. Louis:

Hubbard Radio St. Louis, LLC  
11647 Olive Blvd.  
St. Louis, MO 63141  
Attn: Market Manager

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

Hubbard Radio, LLC  
3415 University Blvd.  
St. Paul, MN 55114  
Attn: General Counsel  
Fax No. 651-642-4302

if to Programmer:

METROPLEX COMMUNICATIONS, INC.  
227 Market Street  
Alton, IL 62002

Attn: Nick Darr

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 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 Minnesota 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 St. Louis certifies that it maintains ultimate control over the facilities of the Station and the 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.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE A

Payments

During the Term, Programmer shall pay a fixed fee of [REDACTED] per month to Hubbard Radio St. Louis. Such fixed fee shall increase by 3 percent at the beginning of each and every Renewal Term.

All fees shall be paid by Programmer on a monthly basis in advance of the month for which payment is due. The monthly fixed fee shall be prorated for any partial calendar month during the Term. All payments made pursuant to this Schedule shall be made by check delivered to:

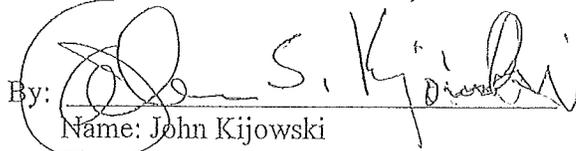
Hubbard Radio St. Louis  
11647 Olive Blvd.  
St. Louis, MO 63141  
Attn: Market Manager

In addition to any other remedies that may be available to Hubbard Radio St. Louis, all amounts due pursuant to this Schedule that are not paid by the due date shall bear interest from such date until paid at a rate per annum equal to the prime rate (as published in the Money Rates column of the Eastern Edition of The Wall Street Journal), plus four percent (4%).

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 ST. LOUIS, LLC

By:   
Name: John Kijowski  
Title: Vice President, Market Manager

METROPLEX COMMUNICATIONS, INC.

By:   
Name:  
Title: