

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of August 5, 2022, by and between PMB Broadcasting, LLC, a Georgia limited liability company (“Licensee”), and RCG Media, LLC., a Georgia limited liability company (“Programmer”).

Recitals

WHEREAS, Licensee owns and operates full-power FM Station WLTC, Cusseta, Georgia (Facility Id. No. 60372) (the “FM Station”) and FM translator station W221DP, Columbus, Georgia (Facility Id. No. 151795) (the “Translator Station”, and, together with the FM Station, the “Stations”) pursuant to authorizations issued by the Federal Communications Commission (“FCC”); and

WHEREAS, Licensee conducts digital radio operations, under authority from the FCC, on the FM Station, which digital radio operation is divided into at least three sub-channels: HD-1, HD-2 and HD-3 (each, a “Subchannel”); and

WHEREAS, Licensee desires to sell to Programmer airtime on the FM Station’s HD-2 Subchannel (“HD-2 Subchannel”) for the broadcast of programs produced, owned or acquired by Programmer, and Programmer desires to provide programming for broadcast on the HD-2 Subchannel, on the terms and conditions set forth in this Agreement; and

WHEREAS, Licensee also desires to sell to Programmer airtime on the Translator Station for the broadcast of programs produced, owned or acquired by Programmer, and Programmer desires to provide programming for broadcast on the Translator Station, on the terms and conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, 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”) begins on September 1, 2022 and, unless terminated earlier pursuant to the provisions of this Agreement, shall end on the earliest of: a) the date of termination of this Agreement in accordance with Section 19; and b) [REDACTED]

[REDACTED].

2. Provision of Programming.

a. HD-2 Subchannel Programming. During the Term, Programmer shall purchase from Licensee airtime on the FM Station HD-2 Subchannel for the price and on the terms specified in this Agreement, and Licensee shall broadcast on the station such programming that Programmer produces or selects (the "Programs" or "Programming") up to twenty-four (24) hours per day, seven (7) days per week, provided, however, that airtime each Sunday morning from 6:00 am to 8:00 am (or such other comparable time as may be agreed upon between the parties) shall be reserved for Licensee to provide its own programming at Licensee's election (the "Licensee Programming"). Programmer will transmit, at its own cost and with its own equipment, its Programs to the FM Station's transmitting facilities in a manner compatible with the FM Station's software and digital broadcasting systems.

b. Translator Station Programming. During the Term, Programmer shall purchase from Licensee airtime on the Translator Station for the price and on the terms specified in this Agreement, and Licensee shall rebroadcast on the Translator Station the Programs as are broadcast FM Station HD-2 Subchannel.

3. Consideration. 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.

4. [Intentionally Omitted.]

5. Operation, Ownership and Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term. 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 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 of and a copy for inclusion in the Station's public inspection file 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.

6. Station Facilities. Throughout the term of this Agreement, Licensee shall make the Stations and all Licensee facilities necessary to the operation of the Stations (the “Premises”) available to Programmer twenty-four hours a day, seven days a week. Programmer 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 Stations or Licensee’s use of the Premises. Nothing in this Agreement limits Licensee’s ability to modify or move the facilities provided to Programmer pursuant to this Agreement or to provide alternative space to Programmer. This Section is subject and subordinate to Licensee’s lease for such Premises (if any) and does not constitute a grant of any real property interest.

7. Advertising. Programmer shall be exclusively responsible for the sale of advertising on the Stations and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenues of the Stations during the Term. All contracts for advertising on the Stations, which may be entered into by Programmer, shall terminate upon the termination of this Agreement.

8. Music Licenses. During the Term, Programmer will obtain and maintain the requisite music licenses for Programming carried on the Stations, excepting the Licensee Programming.

9. 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. The list shall include a brief narrative describing what issues were given significant treatment and the programming that provided this treatment. The description of the programs shall include, but shall not be limited to, the time, date, duration, and title of each program in which the issue was treated.

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.

10. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and other costs for all personnel used in the production and airing of the Programming on the Station, (ii) sales, billing and accounts receivable collection with respect to advertising broadcast in connection with the Programming and (iii) the costs of delivering the Programming to and airing of the Programming on the Stations. Subject to Section 3, Licensee shall pay for all utilities supplied to the Premises, and shall bear maintenance of each Station's equipment and all other operating costs necessary to maintain the Stations' broadcast operations in accordance with FCC rules and policies and applicable law.

11. Insurance. During the Term, Programmer shall maintain liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) and property insurance with a limit of not less than Five Hundred Thousand (\$500,000.00) to support its ability to fulfill its indemnification obligations hereunder. Within sixty (60) days after the Effective Date of this agreement, Programmer will provide Licensee with written proof in an insurance voucher that Programmer has paid for such insurance and it is in effect for the duration of the Agreement.

12. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Stations. Programmer shall include in the Programming the official station identification of the Stations at such times as required by the FCC's rules.

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

14. Contracts. At no time shall Programmer enter into any contracts in the name of the Stations or Licensee or any agreements which would be binding on the Licensee without the express prior written consent of Licensee.

15. Representations.

a. Licensee represents and warrants: (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; (ii) it has duly authorized this Agreement, and this Agreement is binding upon it; and (iii) 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: (i) it, collectively, has the power and capacity to enter into this Agreement and to consummate the transactions contemplated hereby; and (iii) the execution, delivery, and performance by him 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.

16. 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.

17. Indemnification. The following indemnification obligations of the parties shall survive any termination of this Agreement:

a. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programming on the Stations, including without limitation all legal fees and related expenses for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, infringement of copyrights and proprietary rights, and monetary sanctions imposed by the FCC pertaining to violations of FCC rules, regulations and policies resulting from the broadcast of the Programming. Licensee reserves the right to refuse to broadcast any program containing matter which is, or in the reasonable opinion of the Licensee may be, or which a third party claims to be, violative of any right of theirs or which may violate any policy of the FCC. Programmer's obligation to hold Licensee harmless against the liabilities specified above shall survive any termination of this Agreement.

b. Programmer shall indemnify and hold Licensee harmless against any and all liability, including without limitation all legal fees and related expenses, arising from damage to the Premises resulting from the acts or omissions of Programmer or of Programmer's personnel or agents.

c. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's Programming on the Stations, 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, infringement of copyrights and proprietary rights, and monetary sanctions imposed by the FCC pertaining to violations of FCC rules, regulations and policies resulting from the broadcast of the Licensee's Programming.

18. 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 two (2) consecutive payments 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 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. 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.

19. Termination. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 18(c), a Party that is not then in material default under this Agreement may terminate this Agreement, effective immediately upon written notice to the defaulting Party. If this Agreement is terminated for any reason, including mutual consent absent an Event of Default, 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*.

a. Termination Upon Notice: Either party may terminate this agreement by giving sixty (60) days advance notice to the other party.

20. Force Majeure. Any failure or impairment of either of the Stations or Premises or any delay or interruption in broadcasting programs, or the failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes, or threats thereof, *force majeure*, or to causes beyond the control of Licensee, shall not constitute a breach of this Agreement, and Licensee will not be liable to Programmer.

21. 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

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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 FM Station's public inspection file.

22. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery 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: RCG Media, LLC
 1353 13th Avenue
 Columbus, GA 31906
 Attention: J. Christopher Martin

If to Licensee: PMB Broadcasting, LLC
 1820 Wynnton Road
 Columbus, GA 31906
 Attention: James R. Martin

23. 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 Georgia 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.

24. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c), which provisions pertain to the ownership of other media facilities in the same market as the Station.

25. Nondiscrimination. Programmer shall not discriminate in any contract for advertising on the Stations on the basis of race or ethnicity , and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Programmer shall include a clause to such effect in all contracts for advertising on the Stations, and if requested shall provide written confirmation of compliance with such requirement.

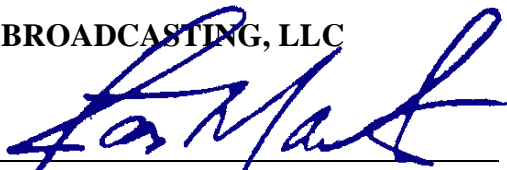
[SIGNATURE PAGE FOLLOWS]

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:

PMB BROADCASTING, LLC

By: 
James R. Martin
Member / General Manager

PROGRAMMER:

RCG MEDIA, LLC

By: 
J. Christopher Martin
Sole-Member / General Manager

Schedule A

Reimbursement Payments

1. On the first day of each calendar month of the Term, Programmer shall pay Licensee a fee of [REDACTED] (the "Monthly Fee").

2. On the first day of each calendar month of the Term (prorated for any partial calendar month at the end of the Term), Programmer shall reimburse Licensee the amount of the [REDACTED]
[REDACTED], Programmer shall not be obligated to reimburse any of the (a) Licensee Employees Expenses or (b) expenses related to operation and use of Licensee's main studio. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]