

MULTICAST TIME BROKERAGE AGREEMENT
(KHPT(FM), Conroe, Texas)

This Multicast Time Brokerage Agreement (the "Agreement") is dated as of this 6TH day of November, 2020, by and between CMG NY/TX RADIO, LLC ("Cox"), and King Broadcasting Corporation ("Programmer").

Preamble

A. Cox is the licensee of and owns and operates FM radio station KHPT(FM), Conroe, Texas (FCC Facility ID. No. 69564), (the "Station"), pursuant to licenses, permits, and authorizations issued to Cox by the Federal Communications Commission ("FCC"); and

B. Cox desires to provide air time on the in-band on-channel HD-4 digital multicast stream (the "IBOC Multicast Channel") for the Programmer on terms and conditions that conform to Cox's programming requirements and the FCC's rules, regulations, and policies for time brokerage arrangements; and

C. Programmer desires to acquire the right, upon written notice to Cox, to use the air time to be made available by Cox for the purpose of broadcasting Programmer's programming on an IBOC Multicast Channel for the consideration described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cox and Programmer, intending to be legally bound, hereby agree as follows:

Agreements

1. Term. The term of this Agreement shall commence on January 1, 2021 (the "Effective Date") and, unless otherwise terminated as set forth below, shall continue in force and effect for a period of two (2) years (the "Initial Term"). This Agreement shall renew automatically for a period of two (2) calendar years (the "Renewal Term") unless Cox or Programmer shall provide the other with written notice of non-renewal at least one hundred twenty (120) days prior to the end of the Initial Term. The Initial Term together with the single Renewal Term is referred to hereafter as the "Term").

2. Broker Programming.

(a) Cox shall make available the HD-4 IBOC Multicast Channel on each Station (the "Brokered Channel") to Programmer for all broadcast time periods on the Brokered Channel, except such time periods that are expressly reserved to Cox in accordance with Section 3, and Programmer shall supply to Cox for broadcast on the Brokered Channel programming for all such time periods not reserved to Cox (the "Broker Programming"). Programmer shall be permitted to rebroadcast the Brokered Channel on one or more eligible FM translator stations including, specifically, FM Translator Station K269GT, Facility No. 141207.

(b) Programmer shall be solely responsible for the cost of purchase and installation of the equipment necessary for the delivery of the Broker Programming to the Station for broadcast over the Brokered Channel (the "Equipment"), provided that Cox shall purchase and install the Equipment subject to reimbursement of these costs from Programmer to Cox. Programmer shall pay the reimbursable fees within thirty (30) days of Agreement effective date. Cox shall use its own personnel for all phases of the installation. Upon the termination of this Agreement, Cox shall be responsible for the prompt uninstal of the Equipment. Programmer will receive the Equipment and retain ownership.

(c) The source and content of Broker Programming shall be determined by Programmer in its reasonably exercised discretion, subject to the ultimate authority of Cox as FCC licensee of the Station to decline to carry programming material that it determines in good faith to be contrary to the public interest under the rules and policies of the FCC. Programmer shall deliver, at Programmer's expense using the Equipment, all Broker Programming to Cox in accordance with Cox's reasonable technical specifications. Cox shall broadcast on the Brokered Channel the Broker Programming without interruption, deletion, addition, or modification of any kind, subject to the terms of this Agreement and Cox's obligations under the Communications Act of 1934, as amended, and the published rules, regulations, and policies of the FCC (collectively, the "Communications Laws"). All broadcast time on the Brokered Channel not expressly reserved to Cox hereunder shall be available for use by Programmer and no other party, except to the extent Cox may be required by the Communications Laws to provide time for political candidates or candidate committees.

(d) Programmer shall provide the Broker Programming to the Station in a format that is compatible with DTS (iBiquity) standard systems and software utilized by Station from time to time for transmission of IBOC digital radio broadcasts. Programmer shall cause the Broker Programming to be processed, streamed, recorded, and delivered to Station for transmission in a state of quality typical of HD broadcasts of programming of similar bandwidth in the Houston, Texas radio market. Programmer shall be responsible for providing and maintaining any Internet-related circuits used for delivery of the Broker Programming to the Station's HD transmission equipment. Delivery of the Broker Programming as provided in this Agreement shall be a condition of the obligation of Cox to carry the Broker Programming on the Brokered Channel. In the event a delay is required for FCC compliance or otherwise, Programmer shall be responsible for equipment necessary to implement audio delay. Programmer is responsible for compliance (including all costs relating thereto) with the FCC's Emergency Alert System (EAS) using Station-designated equipment and processes.

3. Reservation of Time. Cox specifically reserves the right to program up to two (2) hours per week of programming time on each Brokered Channel (the "Reserved Time") during which time Cox may broadcast news, public affairs, and non-entertainment programming that is responsive to the needs and interests of the Brokered Channel's community (the "Cox Programming"). The Reserved Time shall be at a mutually agreeable time, and Cox shall not exercise its right to air the Cox Programming for the purpose of pecuniary gain. As of the date of this Agreement, Cox believes the Broker Programming serves the public interest, and Cox does not expect to exercise its right to use the Reserved Time.

4. Cox's Programming Discretion.

(a) Nothing herein shall be construed as limiting the good faith exercise by Cox of its right and obligation as the licensee of the Brokered Channel to make ultimate programming decisions for the Brokered Channel. To the extent required by the Communications Laws, Cox shall be responsible for ensuring that programming on the Brokered Channel is responsive to the needs and interests of the Brokered Channel's community and serve the public interest. Cox may refuse to broadcast any Broker Programming that, in the good faith judgment of Cox, is unsatisfactory, unsuitable, or contrary to the public interest. A program may be considered unsatisfactory, unsuitable, or contrary to the public interest only if Cox believes that (a) the broadcast of the program would violate the Communications Act or other applicable governmental laws, rules, or regulations or the requirements set forth in Attachment I; or (b) the program would not meet prevailing standards of good taste in the Brokered Channel's community of license. Cox shall notify Programmer of any such refusal to broadcast Broker Programming at least one (1) day prior to the scheduled broadcast, unless Cox cannot provide such notice, in which event Cox shall provide as much advance notice as is reasonably practical under the circumstances. Cox may interrupt Broker Programming for programming that, in the good faith judgment of Cox, is of greater local or national importance. In the event Cox does not broadcast any Broker Programming, under the foregoing sentence, Programmer shall be entitled to a *pro rata* reduction of the monthly payment required to be paid in Attachment II.

(b) Programmer shall provide to Cox, prior to initially offering or modifying the format of the Broker Programming, such information about the proposed modified Broker Programming as Cox may reasonably request. Cox shall have the right to reject any proposed modification in the format of the Broker Programming or any agreement with a third party to provide certain programming only if there is significant overlap with other programming now offered or to be offered within six (6) months by Cox in the Houston, TX Nielsen Metro Market or as otherwise provided in Section 4(a) above.

5. Programmer's Rights in Broker Programming. All right, title, and interest in and to the Broker Programming, and the right to authorize the use of the Broker Programming in any manner and in any media whatsoever is and at all times shall remain vested solely in Programmer.

6. Compensation. Beginning on the Effective Date, Programmer shall make monthly payments to Cox as set forth in Attachment II hereto. All payments shall be pro-rated for partial months.

7. Expenses.

(a) Cox shall pay on a timely basis all direct and indirect capital, operating and maintenance costs and expenses of the Station, including: (i) rent, utility expenses, and other costs for the Station's studio, tower and transmitter site facilities; (ii) taxes and insurance costs related to the Station's assets and operations; (iii) costs and expenses related to the Station's telephone, delivery, and postal services used by Cox's employees; (iv) costs related to the operation and maintenance of the Station's main studio and the equipment necessary for the operation of the Station in compliance with the Communications Act; (v) salaries, payroll taxes, insurance, benefits, and other costs and expenses of personnel employed by Cox in connection with the operation of the Station; (vi) all costs and expenses related to the production and broadcast of Cox Programming; and (vii) all performing rights, licensing fees for music and other material contained in Cox Programming.

(b) Programmer shall pay on a timely basis all direct and indirect costs of the production and delivery of Broker Programming, including: (i) taxes and insurance costs related to Programmer's assets and operations; (ii) costs and expenses related to the Brokered Channel's telephone, delivery, and postal services used by Programmer or its employees; (iii) costs related to the operation and maintenance of the equipment used by Programmer for the production and delivery of Broker Programming; (iv) salaries, payroll taxes, insurance, benefits, and other costs and expenses of personnel employed by Programmer in connection with production, delivery, and promotion of, and sale of advertising in, Broker Programming; (v) costs and expenses related to the production, delivery, and promotion of, and sale of advertising in, Broker Programming and (vi) all performing rights, licensing fees for music (including BMI, ASCAP and SESAC) and other material contained in Broker Programming, (viii) streaming fees, if any, and (ix) if applicable, Nielsen audio fees.

8. Accounts Receivable.

(a) All compensation payable with respect to advertising carried during Broker Programming shall be for Programmer's account and benefit, and Programmer shall be responsible for all billing and collection functions with respect to such accounts receivable and other compensation.

9. Use of Facilities.

(a) Programmer shall use the Equipment to deliver the Broker Programming. Programmer confirms that it does not require access to the Station's studio and transmission facilities.

(b) Except for the possible rejection or preemption of Broker Programming in accordance with Section 3, Cox shall not interfere with in any manner Programmer's delivery, production, or broadcast of Broker Programming or the other activities and functions of Programmer with respect to Broker Programming.

(c) Programmer may use the Station's channel frequency and designation ("106.9HD-4") in identifying where Broker Programming may be accessed and in promoting the Broker Programming. Broker shall not use any other trademarks, service marks, or other intellectual property of Cox in Broker's promotions and shall not use Brokered Channel's call letters in connection with Broker's Programming or promotions, except that Programmer shall use the Brokered Channel's call sign (that is, KHPT) to the extent required by the Communications Laws including, without limitation, as may be necessary to comply with Programmer's obligations under this Agreement to include announcements within Broker Programming to meet the station identification requirements of the FCC's rules with respect to the Brokered Channel. Programmer may promote the station's HD frequency using the phrase "106.9 hd'x" (where 'x' is the HD channel used by Programmer). In no event shall Programmer or Programmer's employees represent, depict, describe, or portray Programmer as the licensee or operator of the Station or the Brokered Channel, provided that marketing and branding efforts for Programmer's programs and format may be conducted so long as such marketing and branding efforts do not represent, depict, describe, or portray Programmer as the licensee or operator of the Station or the Brokered Channel.

(d) Programmer acknowledges that it has no authority to bind Cox or the Brokered Channel to any agreement, contract, obligation, or understanding of any nature whatsoever. Programmer shall have no right to mortgage, pledge or otherwise use or encumber the assets of Cox.

10. Representations, Warranties, and Covenants of Programmer. Programmer represents and warrants to, and covenants with, Cox that:

(a) This Agreement has been duly executed and delivered by Programmer, and is valid, binding and enforceable against Programmer in accordance with its terms. Programmer has all right, power, authority and legal capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

(b) No consent, license, approval, or authorization of or exemption by, or filing, restriction or declaration with, any Governmental Authority, other than the filing of this Agreement with the FCC, is required in connection with Programmer's execution, delivery, or performance of this Agreement.

(c) Broker Programming shall comply in all material respects with the Communications Act and the U.S. Copyright Act of 1976, as amended, and with Cox's programming standards set forth in Attachment I hereto. Programmer has and shall maintain all necessary authority to broadcast the Broker Programming on the Brokered Channel.

(d) Programmer shall obtain, at its own cost and expense, music licenses for music contained in Broker Programming. The performing rights to all music contained in Broker Programming shall be licensed by BMI, ASCAP, or SESAC or shall be in the public domain. Programmer shall pay license fees for music contained in Broker Programming on a timely basis.

(e) Programmer shall cooperate with Cox in making time available in Broker Programming for the broadcast of station identification announcements and shall make and insert such announcements within the Broker Programming so as to cause the Station to comply with the rules and regulations of the FCC with regard to station identification announcements on the Brokered Channel.

(f) Programmer shall forward to Cox all correspondence received by Programmer from a member of the general public addressing the Broker Programming or any other programming on the Brokered Channel, any document received by Programmer that is required to be included in the Brokered Channel's public files or and any other document that is reasonably requested by Cox for purposes of complying with FCC rules. Programmer shall, upon request by Cox, provide Cox with such information concerning Broker Programming, including commercial announcements, as is necessary to assist Cox in the preparation of the reports and records that Cox is required to file or maintain for the Brokered Channel pursuant to the Communications Act.

11. Representations, Warranties, and Covenants of Cox. Cox represents and warrants to, and covenants with, Programmer that:

(a) This Agreement has been duly executed and delivered by Cox, and is valid, binding and enforceable against Cox in accordance with its terms. Cox has all right, power, authority, and legal capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

(b) No consent, license, approval, or authorization of or exemption by, or filing, restriction or declaration with, any Governmental Authority, other than the filing of this Agreement with the FCC, is required in connection with Cox's execution, delivery, or performance of this Agreement governing sponsorship identification.

(c) Cox shall be responsible for the Station's compliance in all material respects with the Communications Laws and other applicable laws, rules, and regulations. Programmer shall cooperate with Cox to ensure compliance with any obligations of Cox under the Communications Laws arising from the carriage of the Broker Programming on the Station, including providing information upon request of Cox about significant community issues and responsive programming included in the Broker Programming. Cox shall file on a timely basis all reports and applications required to be filed with the FCC with respect to the business or operation of the Station.

(d) Cox shall oversee the operation and maintenance the Station's facilities and equipment in accordance with the Station's licenses, permits, and authorizations issued by the FCC, the Communications Laws, and other applicable laws, rules, and regulations. All maintenance of the Station's facilities or equipment, other than emergency repairs, that prevent the operation of the Brokered Channel in the normal and usual manner, shall be scheduled with the giving of at least twenty-four (24) hours' notice to Programmer.

(e) Cox shall maintain appropriate public inspection files for the Station in accordance with the Communications Act.

(f) Cox acknowledges that it has no authority to bind Programmer to any agreement, contract, obligation or understanding of any nature whatsoever. Cox shall have no right to mortgage, pledge, or otherwise encumber the assets of Programmer.

12. Political Time. Programmer shall cooperate with Cox to assist Cox in complying with the FCC's political programming rules as such rules apply to the Broker Programming carried on the Station. Programmer shall cause the Broker Programming to comply with applicable Cox policies for any program material or advertising subject to the FCC's broadcast political programming regulations. Programmer acknowledges that it is Cox's policy not to sell or provide programming or advertising subject to FCC broadcast political programming regulation on the Station's HD4 channel except to the extent the Station may be required to do so under the Communications Laws. Programmer shall consult with Cox and obtain the approval of Cox in writing before offering, scheduling, or including in the Programming any material subject to the FCC's broadcast political programming regulations. Cox shall promptly supply to Programmer, and Programmer shall promptly supply to Cox, such information, including all inquiries concerning the broadcast of political advertising, with respect to Broker Programming or any other programming broadcast on the Brokered Channel as may be necessary to comply with the

FCC's political programming rules, including the lowest unit rate, equal opportunities, reasonable access, political file, and related requirements of federal law. Cox, in consultation with Programmer, shall develop a statement that discloses its political broadcasting policies to political candidates, and Programmer shall follow those policies and rates in the sale of political programming and advertising.

13. Indemnification.

(a) Programmer shall indemnify and hold harmless Cox from and against any and all claims, losses, costs, liabilities, damages, forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description (collectively, "Damages") resulting from (i) Programmer's breach of any representation, warranty, covenant, agreement, or obligation contained in this Agreement, or (ii) any action taken by Programmer or its employees and agents with respect to the Brokered Channel, or any failure by Programmer or its employees and agents to take an action while having an obligation to act hereunder with respect to the Brokered Channel, including Damages relating to violations of the Communications Act and other applicable laws, rules and regulations, slander, defamation, or other claims relating to Broker Programming.

(b) Cox shall indemnify and hold harmless Programmer from and against any and all Damages resulting from (i) Cox's breach of any representation, warranty, covenant, or agreement contained in this Agreement, or (ii) any action taken by Cox or its employees and agents with respect to the Brokered Channel, or any failure by Cox or its employees and agents to take any action while having an obligation to act with respect to the Brokered Channel, including Damages relating to violations of the Communications Act and other applicable laws, rules, and regulations, slander, defamation, or other claims relating to Cox Programming; *provided* that Cox shall not have any liability, whether based on contract, tort (including negligence or strict liability), warranty, or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special, or incidental loss or damage suffered by the Programmer arising from or related to the performance or nonperformance of the Cox's obligations under this Agreement, including loss of data, profits, interest, or revenue or interruption of business, even if Cox shall have been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages. In no event shall Cox's liability under this Agreement exceed the aggregate amount of the Transmission Fees payable for a calendar year under this Agreement.

(c) In the event that any party hereto shall sustain or incur any Damages in respect of which indemnification may be sought by such party pursuant to this Section 13, the Party seeking such indemnification (the "Claimant") shall assert a claim for indemnification by giving prompt written notice thereof (a "Claim Notice") which shall describe in reasonable detail the facts and circumstances upon which the asserted claim for indemnification is based, along with a copy of the claim or complaint, to the Party providing indemnification (the "Indemnitor"). For purposes of this paragraph, any Claim Notice that is sent within fifteen (15) days of the date upon which the Claimant actually learned of such Loss shall be deemed to have been "prompt notice"; *provided*, that failure of the Claimant to give the Indemnitor prompt notice as provided herein shall not relieve the Indemnitor of any of its obligations hereunder except to the extent that the Indemnitor is materially prejudiced by such failure.

(i) Upon the receipt of such Claim Notice, the Indemnitor shall have the right to undertake (at its own expense), by counsel or representatives of its own choosing, the good faith defense, compromise, or settlement to be undertaken on behalf of the Claimant and shall keep the Claimant reasonably informed with respect thereto; *provided* that the Indemnitor unconditionally agrees in writing that it shall provide indemnity to the Claimant for all Losses relating to the claim disclosed in the Claim Notice. Indemnity for such Losses shall not be deemed an admission of liability on the part of the Indemnitor as against any such third party. If the Indemnitor elects to undertake such defense by its own counsel or representatives, the Indemnitor shall give notice to the Claimant within thirty (30) days of its receipt of the Claim Notice. Notwithstanding the foregoing, the Indemnitor may not assume or control the defense if the named parties to the action giving rise to the Claim Notice (including any impleaded parties) include both the Indemnitor and the Claimant and representation of both parties by the same counsel would be inappropriate (based on a written opinion of outside counsel) due to actual or potential differing interests between them, in which case the Claimant shall have the right to defend the action and to employ counsel reasonably approved by the Indemnitor, and, to the extent the matter is determined to be subject to indemnification hereunder, the Indemnitor shall reimburse the Claimant for all reasonable costs associated with such defense.

(ii) The Claimant shall cooperate with the Indemnitor in such defense and provide the Indemnitor with all information and assistance reasonably necessary to permit the Indemnitor to settle and/or defend any such claim. Except as otherwise provided in the last sentence of Section 13(c)(i), the Claimant may retain counsel (at the Claimant's expense) to monitor or participate in the defense of such claim, but the Indemnitor shall be entitled to control the defense unless the Claimant unconditionally agrees in writing to relieve the Indemnitor from liability with respect to the particular matter. The Indemnitor shall have the right in good faith to settle or compromise any such claim, *provided* that at least ten (10) business days prior notice of such settlement or compromise is given to the Claimant. Notwithstanding the foregoing, in connection with any such settlement or compromise negotiated by the Indemnitor, no Claimant shall be required by an Indemnitor to (i) enter into any settlement that does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Claimant of a release from all liability in respect of such claim or litigation, or (ii) enter into any settlement that attributes by its terms any non-indemnified liability to the Claimant.

(iii) If an Indemnitor fails, within thirty (30) days after the date of the Claim Notice, to give notice to the Claimant of such Indemnitor's election to assume the defense thereof, the Indemnitor shall be bound by any determination made in such action or any compromise or settlement thereof effected by the Claimant and shall reimburse the Claimant for all Losses (including reasonable attorneys' fees) incurred by the Claimant; *provided, however*, that the Claimant shall keep the Indemnitor advised on a timely basis of significant developments with respect to such defense and permit the Indemnitor to participate, at its own election and expense, at any time, in the defense thereof.

(d) The indemnification obligations of Cox and Programmer under this Section 13 shall survive any termination or expiration of this Agreement.

14. Termination; Effect of Termination.

(a) In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below by either Cox or Programmer upon written notice to the other.

(i) This Agreement may be terminated by mutual consent of Cox and Programmer.

(ii) Either party may terminate this Agreement, so long as the terminating party is not then in material breach of its obligations hereunder, under any of the following circumstances:

(1) if the other party is in material breach of its obligations under this Agreement and the breaching party has failed to cure such breach within thirty (30) calendar days after receiving notice of breach from the terminating party;

(2) the FCC cancels or materially alters the terms of the license for the Station so as to prevent the effectuation of the purposes of this Agreement.

(3) within the initial three months of the lease from the first broadcast date and with thirty days advanced notice.

(iii) This Agreement shall terminate automatically upon the occurrence of any of the following:

(1) Subject to Section 19 and Section 26, this Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(2) Subject to Section 19 and Section 26, there has been a material change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and not the subject of an appeal or further administrative review and this Agreement cannot be reformed in a manner reasonably acceptable to Programmer and Cox, to remove and/or eliminate the violation.

(b) In the event of termination hereunder, Cox shall have no further obligation to make available to Programmer any broadcast time on the Brokered Channel, and Programmer shall have no further obligation to make any payments to Cox hereunder, other than such amounts, if any, that may be due and owing as of the termination date of this Agreement.

(c) During any period prior to the effective date of any termination of this Agreement, Programmer and Cox agree to cooperate in good faith and to take such commercially reasonable actions as shall be necessary to ensure that the Station's operations will continue, to the extent reasonably possible, in accordance with the terms of this Agreement, and that the termination of this Agreement is effected in a manner that will minimize, to the extent reasonably possible, any material disruption of the Station's ongoing operations.

(d) The terms of this Section 14 shall survive any termination of this Agreement, and no expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other as provided in this Agreement or limit or impair any party's rights to receive payments due and owing or accruing under this Agreement on or before the date of such termination.

15. Insurance. Programmer and Cox shall each maintain broadcasters' liability insurance in the amount of at least \$1 million per claim covering liability arising out of their respective programming content. Prior to commencement of this agreement, Programmer shall request its insurance agent to provide Cox with a certificate evidencing such broadcasters liability insurance, and shall further provide certificates evidencing renewal thereof prior to the expiration of such policies. Each party shall maintain workers' compensation insurance and such other insurance policies as it shall reasonably determine as being appropriate to cover its own employees, as well as property insurance to cover its own equipment used to broadcast the Brokered Channel.

16. Control. Notwithstanding anything to the contrary in this Agreement, Cox shall control the management and operation of the Station, including, specifically, control over the Station's finances, personnel and programming.

17. Payola/Plugola. Neither Programmer nor its agents, employees, consultants, or personnel shall accept any consideration, compensation, gift, or gratuity of any kind whatsoever, regardless of its value or form, including a commission, discount, bonus, material, supplies, or other merchandise, services, or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer 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 Communications Act. Upon the request of Cox, Broker shall cause each employee or contractor of the Broker responsible for the content of any portion of the Broker Programming promptly to execute and deliver to Cox such documents as may be required by Station management to confirm their understanding of and compliance with the FCC's sponsorship identification requirements including, without limitation, the form of certification included in Attachment III.

18. Records and Correspondence. Programmer shall keep written records relating to the sale of any commercial advertising on the Brokered Channel or within the Broker Programming. Programmer shall provide Cox and its authorized officers, agents, and representatives, upon prior written request, with reasonable access to the appropriate books and records of Programmer to the extent necessary to respond to complaints, inquiries, and other correspondence and to ensure compliance with the terms and provisions of this Agreement, and the Communications Laws, *provided* that such examination and investigation shall be at the requesting party's cost and expense and shall be during the Programmer's normal business hours. If this Agreement is terminated, then Programmer shall make available for examination by Cox Programmer's written records with respect to the operation of the Brokered Channel during the period that this Agreement was in effect.

19. Time Brokerage Challenge. If this Agreement is challenged at the FCC, counsel for the Cox and counsel for the Programmer shall jointly defend the Agreement and the parties' performance hereunder throughout all FCC proceedings, with each party being liable for its own fees and expenses (including reasonable legal fees and other expenses incidental thereto)

incurred in connection with such defense. If portions of this Agreement do not receive the approval of the FCC staff, then the parties shall use commercially reasonable efforts and negotiate in good faith to reform or modify this Agreement as necessary to satisfy the FCC staff's concerns while preserving, to the maximum extent possible, the intent of the parties and the economic and other benefits of the Agreement, or at Programmer's option and expense, seek reversal of the FCC staff's decision and approval from the full FCC or a court of law. If the FCC initiates any revocation or other proceeding with respect to the authorizations issued to Cox for the operation of the Brokered Channel as a result of a challenge of this Agreement at the FCC, then Cox shall, at its own cost and expense, use its commercially reasonable efforts to contest such action. Programmer shall cooperate and comply, at its own cost and expense, with any reasonable request of Cox to assemble and provide to the FCC information relating to Programmer's performance under this Agreement.

20. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, may be delivered by personal delivery, sent by commercial delivery service or certified mail, return receipt requested, or sent by facsimile or email (with, if available under email options, a "delivery receipt" and a "read receipt" being requested), (ii) deemed to have been given on the date of actual receipt, which may be presumptively evidenced by the date set forth in the records of any commercial delivery service or on the return receipt, or on the date of the sender's receipt of a "read receipt" from recipient or sender's confirmation by phone of recipient's receipt, and (iii) addressed to the recipient at the address specified below, or with respect to any party, to any other address that such party may from time to time designate in a writing delivered in accordance with this Section 20:

If to Programmer

King Broadcasting Corporation
Attn: Antonio Simaj, President
Tel: (832) 675-0238
E-mail: Ktwhouston@hotmail.com

If to Cox

CMG NY/TX RADIO, LLC
Attn: Mr. Mark Krieschen, Vice President / Market Manager
Telephone: (713) 963-1214
Fax: (713) 963-1212
Email: mark.krieschen@cmg.com
and
Attn: Todd Elbrink, Director of Sales
Telephone: (713) 963-1222
Email: Todd.Elbrink@cmg.com

21. No Agency. No agency relationship between the parties shall be implied by the terms of this Agreement, nor shall this Agreement be construed to create a joint venture or partnership among the parties. Neither party shall hold itself out as an agent, partner, or joint venturer with the other party. All contracts for the sale of airtime, purchase orders, agreements,

sales materials, and similar documents produced or executed by Programmer shall be executed in the name of Programmer, and not on behalf of the Brokered Channel or Cox, and shall represent that Programmer is not the licensee of the Brokered Channel.

22. Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. This Agreement cannot be amended, supplemented, or modified except by an agreement in writing that makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

23. Broker. Each party agrees to indemnify and hold the other harmless against any claims from any broker or finder based upon any agreement, arrangement, or understanding alleged to have been made by the indemnifying party.

24. Assignment. Broker shall not assign its rights or delegate its duties under this Agreement without Cox's prior written consent.. This Agreement shall be binding upon the parties hereto and their successors and permitted assigns. Cox shall have the right to assign or transfer this Agreement, upon written notice to Programmer, to an entity in which Cox holds a majority interest or to an entity that acquires the FCC main broadcast license of the Station by assignment or transfer of control. Any assignment or delegation by either party in contravention of this Section 24 shall be null and void.

25. Force Majeure. Any failure or impairment of the Brokered Channel's facilities or any delay or interruption in broadcasting Broker Programming due to acts of God, strikes, lockouts, material or labor restrictions by any Governmental Authority, civil riot, floods or any other cause not reasonably within the control of Cox (a "Force Majeure Event"), or for power reductions necessitated for maintenance of the Brokered Channel, shall not constitute a breach of this Agreement. Any outage in excess of a day shall result in a pro-rated credit to the fees outlined in Attachment II.

26. Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or any other such instrument and this Agreement shall be construed in a manner that, as nearly as possible, reflects the original intent of the parties.

27. Choice of Law. This Agreement shall be construed, interpreted, and the rights of the parties hereto determined, in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law of such state.

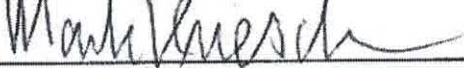
28. Public Announcements. The parties hereto shall file with the FCC copies of this Agreement and any and all other documentation required by the Communications Act. As to any other announcements or press releases, no party hereto shall, and each party hereto shall direct and use reasonable efforts to cause its representatives and agents to not, directly or indirectly, issue any press release or make any public announcement, comment or statement with respect to, or otherwise divulge or disclose the existence of, this Agreement, or the transactions

contemplated hereby or the terms, conditions or other aspects of such transactions without prior approval of each other party hereto (which shall not be unreasonably withheld or delayed), except as and to the extent that such party shall be obligated by law, rule, or regulation, in which case the other party hereto shall be so advised and the parties hereto shall use commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument. Delivery of counterpart signature pages may be effected by email of scanned copies of executed signature pages; *provided, however*, that the parties shall promptly arrange to exchange executed original signature pages by personal or commercial overnight delivery.

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

CMG NY/TX RADIO, LLC

By: 

Name: Mark Krieschen

Title: Vice President / Market Manager

Date: 11/10/2020

KING BROADCASTING CORPORATION

By: 

Name: Antonio Simaj

Title: President

Date: 11-9-2020

ATTACHMENT I

PROGRAMMING STANDARDS

Cox and Programmer shall cooperate in the broadcasting of programs of the highest possible standard of excellence. Without limiting the generality of the foregoing, they shall observe the following policies in the preparation, writing and production of their own (non-syndicated or network) programs.

1. Controversial Issues. During the course of political campaigns, none of the Brokered Channel's programs (other than public forum or talk features) are to be used as a forum for editorializing about individual candidates without the express permission of Cox. If such events occur, Cox may require that responsive programming be aired. In the event that a statute, regulation or policy is adopted that requires the airing of responsive programming, Programmer shall comply with such statute, regulation, or policy, and shall provide such responsive programming. To the extent that any applicable statute, regulation, or policy requires the provision of reasonable access to the HD4 channel by candidates for public office, whether or not such requirement results from programming provided by Programmer, Programmer shall notify Cox promptly in writing and cooperate with Cox in providing such access to the extent required by the Communications Laws.

2. Donation Solicitation. Requests for donations shall not be made if there is any suggestion that such donation will result in miracles, physical cures, life-long prosperity or the like. However, statements generally requesting donations to support a broadcast or church are permitted.

3. Lotteries. The Brokered Channel may advertise and provide information about lotteries conducted by the State of Texas and non-profit groups, and, in certain situations, by commercial organizations if and only if there is no state or local restriction or ban on such advertising or information and the lottery is legal under state or local law. Any and all lottery advertising must first be approved by Brokered Channel management.

4. Required Announcements. Programmer shall broadcast (i) an announcement in form reasonably satisfactory to Cox and in compliance with the FCC's rules at the beginning of each hour to identify each Brokered Channel, (ii) any other announcement that may be required by law, regulation or Brokered Channel policy.

5. Hoaxes; False Claims. Programmer shall not knowingly broadcast false information concerning a crime or catastrophe. Programmer shall not broadcast any false or unwarranted claims for any product or service.

6. Obscenity and Indecency. Programmer shall not broadcast any programs or announcements that are obscene or indecent either in theme or treatment.

7. Contests. Any contests conducted on the Brokered Channel shall be conducted substantially as announced or advertised. Advertisements or announcements concerning such

contests shall fully and accurately disclose the contest's material terms. No contest description shall be false, misleading, or deceptive with respect to any material term.

8. Advertising. The Brokered Channel shall comply with all federal, state, and local laws concerning advertising, including all laws concerning misleading advertising, the advertising of alcoholic beverages, and advertising directed to children. With respect to any sales of commercial advertising on the Brokered Channel, Programmer will not accept advertising contracts that impermissibly discriminate on the basis of race, ethnicity, or any other protected classification, and will make this non-discrimination provision a condition of each contract, written or oral, for advertising to be included in the programming on the Brokered Channel.

In any cases where questions of policy or interpretation arise, Programmer shall attempt in good faith to submit the same to Cox for decision before making any commitments in connection therewith, and Cox shall use all reasonable efforts with the cooperation of Programmer to reach a timely decision taking into due consideration the requirements of the Communications Act, the FCC's rules and regulations and other applicable law.

ATTACHMENT II

MONTHLY PAYMENTS

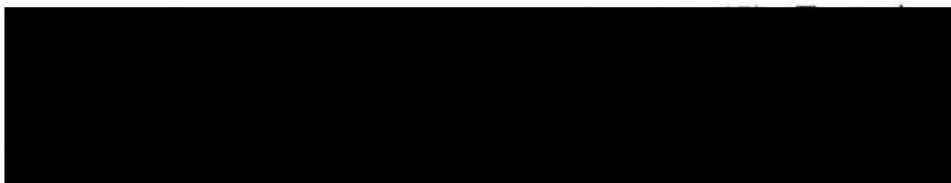
1. Reimbursement of Expenses:

For each month during the Initial Term and any Renewal Term, Programmer shall pay Cox an amount equal to the amounts necessary to reimburse Cox for any license fees charged by ASCAP, BMI, and SESAC and related exclusively to the Brokered Channel.

Such reimbursement shall be payable monthly in arrears and due on the fifth business day of the calendar month following the calendar month for which such expenses were incurred.

2. Transmission Fee:

As consideration for the carriage of the Programming on the Brokered Channel, Programmer shall pay Cox for each calendar month during the Term of this Agreement as follows:



Such monthly amounts shall be due and payable concurrently with the execution of this Agreement and subsequent monthly payments to be due and payable in advance on or before the twenty-fifth (25th) day of the calendar month preceding the calendar month for which the payment is made.

3. Restrictions:

Programmer shall not program the HD4 Channel in a manner that competes directly with the format of any Cox Houston-area terrestrial radio format in existence on the date Programmer initiates or changes the format of the HD4 signal. At the present time, the prohibited formats include [Classic Hits, Classic Rock, Oldies, Adult Contemporary, Country, 80's, Rock, Alternative], or formats targeting specific cities or towns in the Houston, Texas area.

4. Security Deposit:



...urity deposit is not to constitute liquidated damages under this Agreement. At the Programmer's election, provided that all other terms and conditions of this Agreement have been met, up to half of this amount may be applied to pay the Transmission Fee for calendar month during which this Agreement terminates according to its terms, with the balance then being refunded to the Programmer within thirty (30) days after the date of termination.

- B. The production, distribution (including wholesale and retail sales outlets), manufacture, or exploitation of music, films, tapes, recordings, or electrical transcriptions of any program material intended for radio broadcast use;
- C. The exploitation, promotion, or management of persons rendering artistic, production, and/or other services in the entertainment field;
- D. The ownership or operation of one or more than one radio or television station;
- E. The wholesale or retail sale of records intended for public purchase;
- F. Advertising on KHPT(FM), or any other station owned by its Licensee (excluding nominal stockholdings in publicly owned companies).

8. The facts and circumstances relating to any and all such interests are as follows:

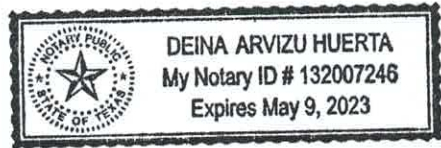
[Handwritten Signature]

 Affiant

Subscribed and sworn to before me this
24 day of November, 2020.

[Handwritten Signature]

 Notary Public



My Commission expires: May 9 2023