

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of April 1, 2019 by and among the BOROUGH OF POMPTON LAKES, a municipal corporation of the State of New Jersey ("Licensee"), and FST II Broadcasting Corporation, a New Jersey for-profit Corporation ("Programmer").

RECITALS

A. The Licensee owns the AM Broadcast Station listed below (the "Station") pursuant to certain licenses, authorizations and approvals issued by the Federal Communications Commission ("FCC");

WGHT(AM), Pompton Lakes, New Jersey (FIN: 40078);

B. The Licensee holds a construction permit for FM Translator Station W252ED, Pompton Lakes, New Jersey (FIN: 202787) (the "FM Translator Station" and with the "Station" collectively, the "Stations"); and

C. Licensee and Programmer are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement").

D. Pending the FCC's consent to and consummation of the transactions contemplated by the Purchase Agreement, and during the term thereof, Licensee desires to obtain programming for the Stations (and to utilize the FM Translator Station once constructed and licensed by the FCC to rebroadcast the signals of the Station), and Programmer desires to provide programming for broadcast on the Stations on the terms 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 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 will begin on April 1, 2019 (the "Commencement Date") and it will continue for a period of thirty-six (36) months thereafter (the "Term"), unless earlier terminated by (i) mutual agreement between Licensee and Programmer; (ii) in accordance with the terms of this Agreement (or extended by mutual written agreement); or (iii) the terms of the Purchase Agreement.

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on the Stations (including the primary and any secondary program streams and ancillary uses) for programming provided by Programmer (the "Programs") for broadcast twenty-four (24) hours per day, seven (7) days per week (the "Broadcasting Period"). During

the Term, Programmer will transmit the Programs to the Station's transmitting facilities and Licensee shall broadcast the Programs on the Stations, subject to the provisions of Section 5 below.

3. Advertising; Collection of Accounts Receivable. During the Term, Programmer: will be exclusively responsible for the sale of advertising on the Stations and for the collection of accounts receivable ("Receivables") arising therefrom. Programmer shall be entitled to the Receivables outstanding as of the Closing Date set forth in the Purchase Agreement. All revenues from advertising sold on the Stations shall belong to and be retained by Programmer for its own benefit.

4. Payments. For the broadcast of the Programs and the airtime made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on Schedule A attached hereto. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of the Station's contracts and agreements and Programmer shall perform the obligations of the Licensee thereunder, but only to the extent of the benefits received.

5. Control.

5.1 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. Licensee shall bear responsibility for the Stations' compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations and policies of the FCC (the "FCC Rules") and all other applicable laws. The Borough Administrator shall be the representative of Licensee with responsibility for the day to day oversight of the Stations. Programmer shall deliver a monthly report summarizing the operations of the Stations pursuant to this Agreement and Programmer shall meet with the Borough Administrator either in person or telephonically at least once a quarter to discuss operations of the Stations.

5.2 Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which that Licensee believes to be contrary to the public interest, or (ii) 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 community. Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (ii) preempt any Program 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. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall broadcast substitute programming of equal or greater value to Programmer.

5.3 Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Part 11 of the FCC's Rules. Licensee shall deliver to Programmer, and Programmer shall deliver to Licensee a copy of any letters of complaint such Licensee or Programmer, as the case may be, receives with respect to the Stations and Licensee shall include such letters in the Station's public inspection files as appropriate.

5.4 Licensee, with the assistance of Programmer, shall be responsible for complying with FCC Rules and policies, including without limitation by (a) maintaining Station logs, public inspection file and political file; (b) preparing all required FCC forms and reports; and (c) receiving and responding to inquiries from the FCC or the public regarding its Station(s). Programmer shall cooperate with Licensee in such compliance, including without limitation by providing all information regarding Programmer's programming and operations necessary or advisable to complete all required reports.

6. Programs.

6.1 Licensee acknowledges that it is familiar with the type of programming Programmer currently produces or licenses and has determined that the broadcast of such programming on the Stations would serve the public interest. Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies in all material respects. Programmer shall ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that the right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer at all times.

6.2 During the Term, Programmer shall cooperate with Licensee to comply with all political broadcast responsibilities, and Programmer 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.

6.3 During the Term, Programmer will maintain music licenses with respect to the Programs, as appropriate.

6.4 Payola and Plugola. Programmer agrees that it will take steps, including the periodic execution of affidavits, reasonably designed to ensure that neither it nor its employees or agents will accept any gift, gratuity or other consideration, directly or indirectly, from any person or company for the playing of records, the presentation of any programming or the broadcast of any commercial announcement over the Stations without such broadcast being announced as sponsored. It is further understood and agreed that no commercial message, plugs, or undue reference shall be made in the Programming to any business venture, profit-making

activity or other interest (other than non-commercial announcements for bona fide charities, church activities or other public service activities) without such broadcast being announced as sponsored.

7. Expenses. During the Term, Programmer will be responsible for (a) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs supplied to Licensee, (b) the costs of delivering the Programs to Licensee, and (c) the maintenance of Licensee's studio and transmitter equipment and all other operating costs required to be paid to maintain the Stations' broadcast operations in accordance with FCC rules and policies and applicable law. Programmer will also pay for all utilities supplied to the Stations' studio and transmitter site. Programmer will, subject to Licensee's oversight, provide all engineering personnel necessary for the broadcast transmission of the Programs over the Stations (once received at the transmitter site(s)) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel, provided, however, that Programmer shall pay the commissions earned by any Licensee's employees for the sale of advertising time on any Station from and after the Commencement Date.

8. Call Signs. During the Term, Licensee will retain all rights to the call letters of its Stations or any other call letters that may be assigned by the FCC for use by the Stations. Programmer will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is authorized to use such call letters in its Programs and in any promotional material in any media used in connection with the Programs without limitation.

9. Maintenance. During the Term, Licensee shall maintain the operating power of the Stations at the maximum level authorized by the FCC for the Stations and shall repair and maintain Stations' tower(s) and transmitter site and equipment in good operating condition.

10. Facilities. During the Term, Licensee shall provide Programmer access to and use of Licensee's studio and office facilities located in the Stations' market (for purposes of providing the Programs). When on Licensee's premises, Programmer shall not (a) act contrary to the terms of any lease for such premises, (b) permit to exist any lien, claim or encumbrance on the premises or (c) interfere with the business and operation of Licensee's use of such premises.

11. Insurance. Programmer shall maintain in full force and effect (at Programmer's sole cost and expense) throughout the Term casualty and liability (including broadcaster's liability) insurance with an insurance company reasonably acceptable to Licensee covering such risks (including fire and other risks insured against by extended coverage, public liability insurance, worker's compensation, insurance for claims against personal injury or death or property damage and such other insurance as may be applicable) and in such amounts and on

such terms as are conventionally carried by radio station operators with facilities in the area comparable to those of the Stations and as are reasonably acceptable to Licensee. Licensee shall be named as loss payee on each policy of casualty insurance and an additional insured on each policy of liability insurance.

12. Representations. Programmer and Licensee each represent and warrant to the other that (a) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (b) it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of New Jersey, (c) it has duly authorized this Agreement, and this Agreement is binding upon it, and (d) 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.

13. Termination. In the event that this Agreement is terminated sooner as provided herein, this Agreement shall expire at 11:59 pm on the last day of the Term. This Agreement may be terminated during the Term hereof (a) upon termination of the Purchase Agreement for any reason; (b) upon mutual agreement of the parties; (c) upon consummation of the assignment of the license of Station and the FM Translator Station to Programmer; or (d) due to an Event of Default by a party in accordance with Section 14 hereof. If this Agreement is terminated for any reason, 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*.

14. Events of Default.

14.1 The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (a) Programmer fails to observe or perform any obligation contained in this Agreement in any material respect; or (b) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

14.2 The occurrence of any of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (b) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

14.3 Notwithstanding the foregoing, any monetary Event of Default will not be deemed to have occurred until ten (10) calendar days after a non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Notwithstanding the foregoing, any non-monetary Event of Default shall not be deemed to have occurred until twenty (20) 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 providing such notice may terminate this Agreement (with respect to itself and the defaulting party), effective immediately upon written notice to the other parties.

15. Remedies Upon Default.

15.1 Upon termination by Licensee in the Event of Default by Programmer, the Licensee shall have no further obligation to Programmer, including without limitation, no obligation to return any amounts paid by Programmer under this Agreement and no obligation to make available to Programmer any further broadcast time or broadcast transmission facilities at any of such Licensee's Stations.

15.2 Upon termination by Programmer in the Event of Default by Licensee, Programmer shall (a) have no further obligation to make payments under this Agreement to Licensee except for amounts due and owing for obligations or liabilities incurred prior to the date of Programmer's notice of termination; (b) be entitled to return of any and all amounts prepaid to either Licensee by Programmer for broadcast time and broadcast facilities for periods subsequent to the termination date; and (c) capital expenditures agreed to in advance by the Parties in writing and the Monthly Fee and Reimbursable Expenses shall be prorated to the effective termination date of this Agreement.

16. Indemnification.

16.1 Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs 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, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law.

16.2 Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Stations at any time, 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. Licensee shall further indemnify Programmer for any actions or acts by Licensee or its agents, representatives or predecessors with respect to the operation of the Station prior to the commencement of this Agreement and after its termination.

16.3 The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other

circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "Claim"), but a failure to give or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby materially prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim, (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment, unless (y) the indemnifying party pays all amounts in full and (z) such judgment, settlement or compromise includes the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim, and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

16.4 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, except to any corporation, partnership or other business entity that controls, is controlled by, or is under common control with the assigning party. 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.

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. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that the Licensee shall place a copy of this Agreement in their respective Station's public inspection files.

19. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, 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 Licensee:

Borough of Pompton Lakes
Kevin Boyle, Administrator
25 Lenox Avenue
Pompton Lakes, NJ 07442
Email: administrator@pomptonlakesgov.com

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

Rini O'Neil, PC
David G. O'Neil, Esq.
1200 New Hampshire Avenue, NW
Suite 600
Washington, DC 20036
(tel) 202-955-3931
Email: doneil@rinioneil.com

If to Programmer: FST II Broadcasting Corporation
46 Old Middletown Road
Rockaway, NJ 07866
Attn: Frank Truatt, President
Email: Taylor@wtbq.com
And Frank@wtbq.com

With a copy (which shall not constitute notice) to: Booth, Freret & Imlay, LLC
14356 Cape May Road
Silver Spring, MD 20904-6001
Attn: Christopher D. Imlay, Esq.
Email: chris@imlaylaw.com

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, modification 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 New Jersey 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.

21. Certifications. Licensee certifies that it maintains ultimate control over Station's facilities including, specifically, control over Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

22. Nondiscrimination. In accordance with Paragraphs 49 and 50 of FCC Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Stations on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. 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.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
NEXT PAGE IS SIGNATURE PAGE.*

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.

LICENSEE:

BOROUGH OF POMPTON LAKES

By: _____

Michael Serra
Mayor

Attest

Elizabeth J. Barbano

PROGRAMMER:

FST II BROADCASTING CORPORATION

By: _____

Frank Truatt
President

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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LICENSEE:

BOROUGH OF POMPTON LAKES


By:

Michael Serra
Mayor

PROGRAMMER:

FST II BROADCASTING CORPORATION

By:



Frank Truatt
President

SCHEDULE A

Programmer shall pay the Licensee the Monthly Fee and Reimbursable Expenses as consideration for entering into this Agreement as follows:

Monthly Fee. Programmer shall pay the Licensee an annual fee of _____ as consideration for entering into this Agreement, which shall be prorated for the actual number of months or partial months Programmer operates the Station. Programmer may elect to delay payment for the first 12 months. Notwithstanding such delay, the total sum due to Licensee shall be an amount equal to _____ (the "Monthly Fee") times the actual number of months or partial months Programmer operates the Station under this Agreement. In any event, all sums due, whether having been delayed or not, must be paid in full no later than 30 days prior to the last day this Agreement is in effect, same being the date of closing of an Asset Purchase Agreement by and between the parties which is being executed simultaneously with this Agreement.

Reimbursable Expenses. In addition to the Monthly Fee, Programmer shall reimburse Licensee, on a monthly basis starting with the Commencement Date, in arrears for the following operating expenses of Stations incurred by Licensee in the ordinary course of business and consistent with industry custom (taking into account this Agreement, the services provided hereunder, and any Stations expenses paid directly by Programmer in performing this Agreement) for which Licensee has submitted to Programmer a written reimbursement request supported by appropriate documentation of expenses (the "Reimbursable Expenses"). Such Reimbursable Expenses include, without limitation:

- (a) all maintenance, power, electric and other utility bills (*i.e.*, for gas, telephone and water) associated with the operation of the Stations' transmission and tower facilities;
- (b) maintenance, telephone, internet and cable expenses associated with the Stations' studios;
- (c) income, gross receipts, excise, real estate, personal property and sales taxes related to the Station's programming to the extent not paid directly by Programmer;
- (d) all music licensing fees, including the fees of ASCAP, BMI and SESAC;
- (e) normal and ordinary maintenance costs for the Stations' transmission equipment and facilities, including the antennas, transmitters and transmission lines;
- (f) Licensee's insurance premiums for real property and casualty insurance;

(g) Licensee's real estate and personal property taxes, if any, to the extent related to the Stations' transmitter sites and transmission equipment; and

(h) All FCC regulatory fees, filing fees with respect to applications or filings relating to the Stations, and other governmental fees.

Programmer's payment to Licensee for the Reimbursable Expenses shall coincide with payment of the Monthly Fee (monthly, on the first business day of every month).