

LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (this “**Agreement**”), made as of October 18, 2021 (“**Effective Date**”), is between Jazz Communications, LLC, a Utah limited liability company (“**Jazz Communications**” or “**Licensee**”) and Bonneville International Corporation, a Utah corporation (“**Programmer**”). Each of Programmer and Jazz Communications may be referred to in this Agreement as a “**Party**” and, collectively, as the “**Parties.**”

RECITALS

WHEREAS, Jazz Communications is the licensee of, and owns and operates, (i) KZNS(AM), a full-power commercial AM radio station licensed by the Federal Communications Commission (“**FCC**”) to Salt Lake City, Utah (FCC Facility ID: 60458) (“**KZNS**”); (ii) KZNS-FM, a full-power commercial FM radio station licensed by the FCC to Coalville, Utah (FCC Facility ID: 87974) (“**KZNS-FM**”) and (iii) the following FM booster stations associated with KZNS-FM: KZNS-FM3, Provo, Utah (FCC Facility ID: 164758); KZNS-FM4, Salt Lake City, Utah (FCC Facility ID: 164757); KZNS-FM5, Bountiful, Utah (FCC Facility ID: 164756); KZNS-FM6, Ogden, Utah (FCC Facility ID: 164755); and KZNS-FM7, North Salt Lake City, Utah (FCC Facility ID: 189967) (collectively, the “**KZNS-FM Boosters**” and, with KZNS and KZNS-FM, the “**Jazz Stations**”);

WHEREAS, Programmer is the licensee of, and owns and operates, (i) the following full-power commercial AM and FM radio stations licensed by the FCC to Salt Lake City, Utah: KSL(AM) (FCC Facility ID: 6375), KSFI(FM) (FCC Facility ID: 60452), and KRSP-FM (FCC Facility ID: 27462), and (ii) KSL-FM (FCC Facility ID: 54156), a full-power commercial FM radio station licensed by the FCC to Midvale, Utah ((i) and (ii) collectively, the “**Programmer Stations**”);

WHEREAS, Programmer and Jazz Communications have entered into that certain Asset Purchase Agreement, dated even herewith (“**APA**”), pursuant to which Jazz Communications has agreed to sell, and Programmer has agreed to acquire, certain assets used in connection with the Jazz Stations, subject to the terms and conditions set forth in the APA;

WHEREAS, Programmer and Jazz Basketball Investors, LLC, a Utah limited liability company and an affiliate of Jazz Communications (“**JBI**”), have entered into that certain Broadcast and Streaming Rights Agreement, dated even herewith (“**Rights Agreement**”), pursuant to which JBI has granted Programmer rights to, *inter alia*, broadcast Utah Jazz basketball games and other related programming (“**Basketball Programming**”) on the Jazz Stations and the Programmer Stations, subject to the terms and conditions set forth in the Rights Agreement;

WHEREAS, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the FCC, Programmer desires to acquire time on the Jazz Stations for its programming and advertising;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the Parties agree as follows:

1. SALE OF TIME

1.1. Broadcast of Programming. During the Term (as defined below), Jazz Communications shall make available broadcast time on the Jazz Stations for the broadcast of Programmer's programs, including programming on digital in-band-on-channel streams (the "**Programming**") for up to 168 hours a week except for: (a) downtime occasioned by routine maintenance consistent with prior practice and upon prior notice to Programmer; (b) two hours between 5:00 a.m. and 9:00 a.m. on Sunday mornings and at other times mutually agreeable to Jazz Communications and Programmer, during which time Jazz Communications may broadcast programming designed to address the concerns, needs and interests of the Jazz Stations' listeners; (c) times when Programmer's programs are not accepted or are preempted by Jazz Communications pursuant to its rights under this Agreement; and (d) times when the Jazz Stations are not broadcasting because of Force Majeure Events (as defined below); and (e) times when the Basketball Programming is required to be broadcast on the Jazz Stations pursuant to the Rights Agreement.

1.2. Advertising and Programming Revenues. During the broadcast time on the Jazz Stations made available to Programmer pursuant to the terms of this Agreement (other than as provided in the Rights Agreement with respect to the Basketball Programming), Programmer shall (a) have full authority to sell for its own account commercial time on the Jazz Stations and (b) retain all revenues from the broadcast or sale of all advertising time on the Jazz Stations and all other sources of revenue and advertising, to the extent the foregoing relate to Programming provided for broadcast on the Jazz Stations by Programmer or to the extent such revenues relate to the actions or activities of Programmer related to the Jazz Stations on or after the LMA Effective Time, and all the same shall be the sole and exclusive assets of Programmer.

1.3. Force Majeure.

(a) **Force Majeure Event.** Any failure or impairment of facilities, any delay or interruption in broadcasting the Programming, or any failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, force majeure, or any other causes beyond the reasonable control of the affected Party that is not attributable to any act or omission of that Party (collectively, "**Force Majeure Events**"), shall not constitute a breach of this Agreement, and neither Jazz Communications nor Programmer, as the case may be, will be liable to the other Party therefor. Jazz Communications and Programmer each agrees to exercise its reasonable best efforts to remedy the conditions of this **Section 1.3(a)** as soon as practicable.

(b) **COVID-19 Impacts.** The Parties acknowledge the ongoing nature of the COVID-19 global pandemic and its related impacts in the United States and agree to work together in good faith to address all applicable health and safety concerns and minimize disruptions to the performance of either Party's obligations hereunder. Notwithstanding the foregoing, it shall not be a breach of this Agreement if a Party is unable to carry out any part of this Agreement due to any order, rule, or regulation issued by any federal, state, or municipal governmental entity, or other unanticipated circumstance directly related to or arising out of the COVID-19 pandemic

(including any of its variants) (collectively, “**COVID-Related Event**”). If a COVID-Related Event prevents either party from performing any of its obligations hereunder, the Parties will meet and confer (virtually or otherwise) as soon as possible to discuss and address the applicable impediment(s) to the extent possible.

1.4. Studio Facilities. Jazz Communications will provide, at Programmer’s reasonable request, access to and the use of the Jazz Stations’ office and studio facilities as reasonably necessary for Programmer to perform under this Agreement, provided that Programmer shall be liable to Jazz Communications for any loss or damage that Jazz Communications incurs as a result of such use by Programmer. Jazz Communications acknowledges and agrees that Programmer may originate the Programming from Programmer’s office and studio facilities.

1.5. Payments. In consideration of the rights granted under this Agreement, Programmer shall reimburse certain of Jazz Communications’ costs as specifically provided in Schedule 1.5 hereto, and shall pay to Jazz Communications the fee set forth in Schedule 1.5; provided that there shall be an appropriate pro rata reduction in the payments due Jazz Communications under this Agreement in (a) the case of any pre-emption of programming (as provided for in **Section 2.2** of this Agreement) resulting in a decrease of revenues to Programmer; (b) the event the Jazz Stations do not maintain full-time operations (as described in **Section 2.5** of this Agreement); or (c) the event of a Force Majeure Event (as described in **Section 1.3** of this Agreement) that causes a Jazz Station to be unable to broadcast the Programming in compliance with this Agreement.

1.6. Term. The initial term (“**Initial Term**”) of this Agreement shall be four (4) years starting with the Closing Date (as such term is defined in the APA), unless terminated earlier pursuant to **Section 7** hereof. Unless this Agreement is terminated earlier pursuant to **Section 7** hereof, either party, may elect to renew this Agreement for one additional period of two (2) years upon at least ninety (90) days prior written notice to and subject to the written consent of the other party (such two (2) year term, the “**Renewal Term**” and, together with the Initial Term, the “**Term**”).

1.7. License to Use Call Signs. During the Term, Jazz Communications shall retain all rights to the call letters of the Jazz Stations and other call letters which may be assigned by the FCC for use by the Jazz Stations, and Jazz Communications shall grant Programmer a license to use the call signs for the Jazz Stations in connection with the broadcast and promotion of the Programming and website operations pursuant hereto.

2. OBLIGATIONS AND RIGHTS OF JAZZ COMMUNICATIONS

Programmer acknowledges and agrees that Jazz Communications shall have full authority, power and control over the operation of the Jazz Stations in conformance with the FCC licenses, permits and authorizations for the Jazz Stations, and Jazz Communications acknowledges that it shall bear ultimate responsibility for the Jazz Stations’ compliance with the Communications Laws and all other applicable laws. Without limiting the generality of the foregoing, Jazz Communications and Programmer agree, and Programmer acknowledges, as follows:

2.1. **Right to Reject Programming.** Licensee has the right to reject any Programming, including advertising announcements or other material, which Licensee in its reasonable discretion deems contrary to the public interest, the Communications Act of 1934, as amended (the “**Communications Act**”), or the FCC’s rules, regulations and policies (the “**Rules**” and together with the Communications Act, the “**Communications Laws**”). Licensee reserves the right to refuse to broadcast any Programming containing any matter that Licensee in its reasonable discretion believes is, or is reasonably likely to be determined by the FCC or any court or other regulatory body with authority over Licensee or the Jazz Stations to be, violative of any third party intellectual property rights, defamatory, indecent, obscene, profane or otherwise in violation of law. In the event Licensee suspends, cancels or refuses to broadcast any portion of the Programming pursuant to this **Section 2.1**, there shall be no reduction or offset in the payments due to Jazz Communications under this Agreement.

2.2. **Right to Preempt Programming for Special Events and Public Interest Programming.** Licensee has the right to preempt Programming in order to broadcast a program deemed by Licensee, in its reasonable discretion, to be of greater national, regional or local public interest or significance, or to provide public service programming, and to use part or all of the hours of operation of the Jazz Stations for the broadcast of events of special importance. In all such cases, Jazz Communications will use commercially reasonable efforts to give Programmer reasonable advance notice of any intention to preempt the Programming.

2.3. **Public Service Programming.** Licensee has the right to preempt Programming in order to broadcast public service programming at the times set forth in **Section 1.1(b)** hereof.

2.4. **Political Advertising, Public File, Etc.** Licensee is ultimately responsible for complying with the Communications Laws with respect to (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (b) the broadcast and nature of public service programming; (c) the maintenance of political and public inspection files and the Jazz Stations’ logs; (d) the ascertainment of issues of community concern; and (e) the preparation of all quarterly issues/programs lists.

2.5. **Maintenance and Repair of Transmission Facilities.** Jazz Communications shall maintain the Jazz Stations’ transmission equipment and facilities, including the antennas, transmitters and transmission lines, in good operating condition, and shall continue to contract with local utility companies for the delivery of electrical power to the Jazz Stations’ transmitting facilities at all times in order to ensure operation of the Jazz Stations. Subject to the reimbursement obligation set forth on Schedule 1.5 of this Agreement, Jazz Communications shall undertake such repairs as are necessary to maintain full-time operation of the Jazz Stations with their maximum authorized facilities as expeditiously as reasonably possible following the occurrence of any loss or damage preventing such operation.

2.6. **Personnel.** Licensee will engage the following personnel for the Jazz Stations: a manager for the Jazz Stations, who will report to Licensee and will direct the day-to-day operations of the Jazz Stations, and who shall have no employment, consulting, or other relationship with Programmer (“**Jazz Stations’ Manager**”).

3. OBLIGATIONS AND RIGHTS OF PROGRAMMER

Programmer shall not take any action, or fail to take any action it is otherwise required to take, if such action or failure to act is inconsistent with Licensee's obligations under the Communications Laws to retain ultimate control over the programming and technical operations of the Jazz Stations and all persons working at the Jazz Stations during Term. Without limiting the generality of the foregoing, Programmer agrees as follows:

3.1. Compliance with Laws and Station Policies. Programmer shall consult with Jazz Communications in the nature of the Programming. Programmer shall ensure that all Programming, advertisements, interstitials, and other material supplied by Programmer for broadcast on the Jazz Stations (other than the Basketball Programming) shall conform in all material respects to all applicable provisions of the Communications Laws, all other laws and regulations applicable to the broadcast of programming by the Jazz Stations, and the programming standards prescribed in Schedule 3.1 hereto. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee of the Jazz Stations.

3.2. Cooperation with Licensee. Programmer, on behalf of Licensee, shall furnish or insert within the Programming all station identification announcements required by the Communications Laws, and shall timely provide (a) information about Programming that is responsive to the public needs and interests of the areas served by the Jazz Stations, so as to assist Licensee in the preparation of any required programming reports, and (b) other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection files of the Jazz Stations, including, without limitation, all records and information pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the Rules and The Bipartisan Campaign Reform Act of 2002 and all records and information as may be necessary or appropriate to demonstrate pertaining to Programmer's compliance obligations under **Section 3.1**. Programmer additionally agrees that broadcasts of sponsored programming addressing political issues or controversial subjects of public importance will comply with the provisions of Section 73.1212 of the Rules. Programmer shall consult with Licensee and adhere strictly to all applicable provisions of the Communications Laws with respect to the carriage of political advertisements and political programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to "equal opportunities") and the charges permitted for such programming or announcements. Programmer shall cooperate with Licensee to ensure compliance with the Rules regarding emergency alert system tests and alerts.

3.3. Payola and Plugola. Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any Programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Jazz Stations, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter with obvious sponsorship

identification will not require disclosure beyond the sponsorship identification contained in the commercial copy, to the extent sufficient under FCC rules. Programmer shall at all times comply with the requirements of Sections 317 and 507 of the Communications Act and the related Rules.

3.4. **Handling of Communications.** Programmer shall promptly provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming, the Jazz Stations or the operation thereof to enable Licensee to comply with any applicable requirements of the Communications Laws. Jazz Communications shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which reasonably relate to Programmer's provision of Programming, including, without limitation, invoices, billing inquiries, checks, money orders, wire transfers or other payments for services or advertising.

3.5. **Compliance with Copyright Act.** Programmer shall not broadcast any material on the Jazz Stations in violation of the Copyright Act or the rights of any entity or individual. All music supplied by Programmer shall be (a) licensed by a music licensing agent such as ASCAP, BMI or SESAC, (b) in the public domain, or (c) cleared at the source by Programmer. Subject to Section 4.2 hereof, Jazz Communications shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Jazz Stations.

4. **EXPENSES**

4.1. **Licensee's Responsibility.**

(a) **Expenses.** Licensee shall be responsible for timely paying all costs and expenses that are the responsibility of Licensee as set forth in Schedule 1.5 hereof.

(b) **Insurance.** Licensee shall maintain at its expense and with reputable insurance companies coverage for the Jazz Station Assets consistent with past practice and industry standards.

4.2. **Programmer's Responsibility.**

(a) **Music and Rights Licensing Fees.** Programmer shall be responsible for timely paying all costs, including fees to ASCAP, BMI and SESAC, attributable to the Programming that is delivered by Programmer for broadcast on the Jazz Stations. The Parties acknowledge and agree that Programmer shall obtain its own ASCAP, BMI and SESAC licenses and shall not use, operate under, or be responsible for the payment of any fees in connection with, the ASCAP, BMI or SESAC licenses held by Licensee. Notwithstanding anything to the contrary herein or therein, this Section 4.2 shall not apply to any programming delivered to Programmer by JBI under the Rights Agreement.

(b) **Insurance.** Programmer shall maintain at its expense and with reputable insurance companies coverage for broadcaster's liability insurance, worker's compensation insurance and commercial general liability insurance consistent with past practices for stations owned or managed by Programmer and industry standards.

5. PRORATION OF INCOME AND EXPENSES

5.1. Effective on the first day of the Initial Term (the “**LMA Effective Time**”), subject to the terms of the APA and the Rights Agreement, all operating income (meaning all operating revenues less all operating expenses) generated in connection with the Jazz Stations, as determined in accordance with generally accepted accounting principles and applied in a manner consistent with the preparation of the most recent financial statements of the Jazz Stations as provided to Programmer by Jazz Communications, except with regard to any materiality limitations or qualifications imposed thereby, shall be prorated between Jazz Communications and Programmer in accordance with **Section 5.2** hereof. Without limiting the generality of the foregoing, there shall be a proration on account of trade agreements.

5.2. Prorations made in accordance with this **Section 5** shall be based upon the principle that Jazz Communications is entitled to all operating revenue earned and is responsible for operating expenses paid or accruing in connection with the Jazz Stations’ operations, obligations, agreements and employees prior to the LMA Effective Time, and Programmer is entitled to such operating revenue earned, and is responsible for such operating expenses paid or accruing, on or after the LMA Effective Time (but only to the extent such expenses are required to be reimbursed to Jazz Communications pursuant to **Section 1.5** or Schedule 1.5 or are incurred directly by Programmer).

5.3. Within 90 days after the date hereof, Programmer and Jazz Communications shall deliver to each other a statement of proposed apportionment based on the foregoing provisions of this **Section 5**. The Parties shall use commercially reasonable efforts to finalize all apportionments within one hundred twenty (120) days after the LMA Effective Time (the “**Payment Date**”), but will exchange other apportionment statements as may be required up to and through one hundred eighty (180) days after the LMA Effective Time, and Programmer shall pay to Jazz Communications, or Jazz Communications shall pay to Programmer, any amount due as a result of the adjustment(s). If a Party disagrees with an apportionment statement of the other Party, it must notify the other Party in writing of its disagreement within thirty (30) days of receipt of such apportionment statement (“**Review Period**”) and such dispute notification shall specify in reasonable detail the items of disagreement and the reasons for disagreement. If, within the Review Period, either Party disputes the other’s determination, or if during the Review Period after delivery of a statement of determinations or payment, either Party determines that any item included in the apportionments is inaccurate, or that an additional item should be included in the apportionments, the Parties shall confer with regard to the matter and an appropriate adjustment and payment shall be made as agreed upon by the Parties. Each Party will provide the other with reasonable access to the Party’s related books, records and work papers solely and exclusively for purposes of confirming any statement of determination or payment, and information obtained pursuant hereto shall not be used for any other purpose whatsoever. If the Parties are unable to resolve the matter within thirty (30) days after notice of a dispute, the matter shall be resolved by an independent certified accountant mutually acceptable to the Parties (the “**CPA**”), and the fees and expenses of the CPA shall be paid one-half (1/2) by Jazz Communications and one-half by the Programmer, unless the CPA determines the position taken by one of the Parties in the dispute was of substantially less merit than the position of the other Party, in which case the CPA may assess a greater portion of the fees and

expenses to the Party whose position was determined by the CPA to be of substantially less merit. The decision of the CPA shall be final and binding on the Parties and enforceable in a court of competent jurisdiction. All amounts due pursuant to this **Section 5.4** that are not paid by the Payment Date shall bear interest, both before and after judgment, from the Payment Date until paid at a rate per annum equal to the U.S. prime rate as of the Payment Date (as published in the Money Rates column of the Eastern Edition of *The Wall Street Journal* or, if not reported thereby, by another authoritative source).

5.4. **Remittance of Misdirected Payments.** During the Term, each of the Parties will promptly remit to the other Party (without recourse, if any endorsement is required) any payments that were received in error by such first Party and which were intended to be made to the other Party.

6. **INDEMNIFICATION**

6.1. **Indemnification.** From and after the date hereof, each of Programmer and Jazz Communications shall indemnify, defend, protect and hold harmless the other, its affiliates, and their respective employees, officers, directors, shareholders and agents, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses ("**Damages**") arising from (a) any programming or other materials provided by such Party for broadcast on the Jazz Stations (including, but not limited to, the Basketball Programming provided by JBI to Programmer under the Rights Agreement); (b) any claim for libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right, as a result of the broadcast on the Jazz Stations of the programming or other materials provided by such Party (including, but not limited to, the Basketball Programming provided by JBI under the Rights Agreement); (c) any material that such Party causes to be transmitted over the internet or contained on the websites, social media sites, or other internet platforms of the Jazz Stations; (d) such Party's use and/or occupancy of the Jazz Stations, the Jazz Station Assets (as defined in **Section 9.1** hereof) or studio facilities, including any and all claims for damages for injuries to or death of persons and for damages to property arising out of such use and/or occupancy; (e) any breach by such Party of any representation, warranty, covenant or other agreement hereunder; (f) any action taken by such Party or its employees or agents with respect to the Jazz Stations, or any failure by such Party or its employees or agents to take any action with respect to the Jazz Stations (including, but not limited to, such Party's acts or failures to act with respect to payment and performance of obligations and liabilities), unless such act or failure to act results from a failure by the other Party to perform hereunder; or (g) any other claims of any nature, including any investigation initiated or fines or forfeitures imposed by the FCC, as a result of the broadcast on the Jazz Stations of the programming or other materials provided by such Party (including, but not limited to, any advertising provided by either Party pursuant to Section 1.2) or such Party's activities with respect to the Jazz Stations.

6.2. **Procedure for Indemnification.** 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 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 (x) the indemnifying party pays all amounts in full, and (y) 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.

7. **TERMINATION**

7.1. **Termination.** This Agreement may be terminated by either Jazz Communications or Programmer, by written notice to the other Party, upon the occurrence of any of the following:

(a) Subject to **Section 10.4**, this Agreement shall have been declared invalid or illegal in whole or in material part by an order or a decree of the FCC or any other administrative agency or court of competent jurisdiction, and such order or decree shall have become final and shall no longer be subject to further administrative or judicial review;

(b) The material breach of this Agreement by a Party and failure to cure such breach within 60 days after written notice thereof; provided that the Party seeking to terminate is not then in material default or breach of its obligations hereunder; or

(c) The mutual written consent of both Parties.

7.2. **Effect of Termination.**

(a) If this Agreement expires or is terminated for any reason set forth in **Section 7.1**, the Parties shall cooperate in good faith to restore the status quo ante, including, but not limited to, the following:

(i) The Parties shall remit misdirected payments following the date of termination in accordance with the procedures set forth in **Section 5.4** hereof.

(ii) The Parties shall cooperate reasonably with each other to the extent necessary and take all commercially reasonable actions to enable Programmer to fulfill all advertising or other programming contracts and commitments then outstanding, in which event Jazz Communications shall be solely entitled to receive as compensation for the carriage of such advertising or programming that consideration which shall have already been paid to Programmer, or which otherwise would have been paid to Programmer in respect of such advertising or programming.

(iii) Jazz Communications shall use its commercially reasonable efforts to collect the accounts receivable of Programmer in respect of the Jazz Stations generated pursuant to this Agreement and to remit the same to Programmer for a period of 120 days following the date of termination of this Agreement.

(b) No expiration or termination of this Agreement shall terminate the indemnification obligations of Programmer or Jazz Communications hereunder.

8. **REQUIRED FCC CERTIFICATIONS**

8.1. **Licensee's Certification.** Jazz Communications hereby certifies that, at all times during the Term, it shall maintain ultimate control over the Jazz Stations' facilities, including specifically control over the stations' finances, personnel, and programming.

8.2. **Programmer's Certification.** Programmer hereby certifies that this Agreement complies with the provisions of Section 73.3555(a) of the Rules.

9. **OPTION TO PURCHASE JAZZ STATIONS**

9.1. **Option Grant.** During the Term, Jazz Communications hereby gives, grants, transfers and conveys to Programmer, and its successors and assigns, the sole and exclusive right, privilege and option to purchase (the "**Option**"), subject to due diligence and the execution of a mutually agreeable asset purchase agreement or equity purchase agreement ("**Option Agreement**") as further set forth below, all of the owned or leased real property, tangible and intangible personal property, licenses, authorizations, and certain leases, contracts and other agreements that Programmer elects to assume, in each case exclusively relating to the operation of the Jazz Stations, owned or held by Jazz Communications or in which Jazz Communications holds an interest, including but not limited to all of the licenses and other authorizations issued

by the FCC for the operation of the Jazz Stations, including any future modifications to existing authorizations or new authorizations issued by the FCC (collectively, “**Jazz Station Assets**”). For the avoidance of doubt, nothing in this Section 9 shall be interpreted to grant Programmer the right to determine unilaterally the structure of the Option Agreement, and the Parties shall discuss and determine the structure of the Option Agreement if and when the Option is exercised.

9.2. **Option Exercise.** Programmer (or its successor or assign) may exercise the Option with respect to the Jazz Station Assets at any time during the Term by delivery of written notice (“**Exercise Notice**”) to Jazz Communications. The Parties shall use commercially reasonable efforts to enter into the Option Agreement within one-hundred eighty (180) calendar days after delivery of the Exercise Notice to assign, transfer and convey the Jazz Station Assets subject to the Exercise Notice, free and clear of all liens, charges, encumbrances, debts, liabilities and obligations whatsoever, to Programmer (or its successor or assign) upon payment of the purchase price set forth in Schedule 9.1 hereof and subject to receipt of prior FCC consent.

10. MISCELLANEOUS

10.1. **Amendment, Modification or Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the Party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

10.2. **No Waiver; Remedies Cumulative.** No failure or delay on the part of Jazz Communications or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

10.3. **Governing Law; Waiver of Jury Trial.** The construction and performance of this Agreement shall be governed by the laws of the State of Utah without regard to its principles of conflict of law. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. The Parties hereto hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

10.4. **Change in FCC Rules or Policies; Severability.** In the event that the FCC determines that this Agreement does not comply with the Communications Laws, the Parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws. In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not

contained herein. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

10.5. **Construction.** Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the Party who causes the uncertainty to exist or against the drafter of this Agreement.

10.6. **No Partnership or Joint Venture.** This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the Parties. Except as otherwise specifically provided in this Agreement, no Party to this Agreement shall be authorized to act as agent of or otherwise represent any other Party to this Agreement.

10.7. **Entire Agreement.** This Agreement, the APA, the Rights Agreement and the exhibits and schedules hereto and thereto, embody the entire agreement and understanding of the Parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

10.8. **Benefit and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Neither Party may assign its rights under this Agreement without the other Party's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign its rights and obligations hereunder to an affiliate at any time without the other Party's consent solely to the extent such assignment qualifies as a *pro forma* or "short form" transaction under the Rules.

10.9. **Headings.** The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

10.10. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given (a) when delivered in person, (b) when delivered by a generally recognized overnight courier service upon the date of written acknowledgement by the addressee of receipt, or (c) when delivered by email or other generally accepted means of electronic transmission upon the date of such transmission, in each case at the addresses or email addresses set forth on Schedule 10.10, or to such other address or email address as a Party shall have last designated by written notice to the other Party in accordance with this **Section 10.10**.

10.11. **Counterparts.** This Agreement may be executed in one or more counterparts, whether by handwritten signature or digital signature via DocuSign, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronically copies of this Agreement sent to the other Party in portable document format (pdf) images via email and faxed signature pages shall be binding and effective as to all parties and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever.

10.12. **Authority.** Each of Jazz Communications and Programmer represents and warrants to the other that it has the power and authority to enter into this Agreement and to

consummate the transactions contemplated by this Agreement, and that neither the execution, delivery, nor performance by it of this Agreement conflicts with, results in a breach of, or constitutes a default or grounds for termination under any agreement to which it is a party or by which it is bound (subject to obtaining consents required for contracts assigned hereunder).

10.13. **Further Assurances.** Each Party shall from time to time, at the reasonable request of and without further cost or expense to the other, execute and deliver such other documents, agreements or instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions and establish the structure, relationships, rights, benefits and obligations contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BONNEVILLE INTERNATIONAL CORPORATION

By: 
Darrell K. Brown
President

JAZZ COMMUNICATIONS LLC

By: 
Jim Olson
President

SCHEDULE 1.5
PAYMENT SCHEDULE

1. **Annual Fee.**

[REDACTED]

2. **Station Expenses.**

[REDACTED]

3. **Excluded Expenses.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 3.1
PROGRAM STANDARDS

Programmer agrees to cooperate with Licensee in the broadcasting of programs in a manner consistent with the standards of Licensee, as set forth below:

1. **Political Programming and Procedures.** At least 90 days before the start of any primary or general election campaign, Programmer will clear with the Jazz Stations' Manager the rate that Programmer will charge for time to be sold to candidates for public office and/or their supporters to make certain that the rate charged conforms to all applicable laws and Licensee's policies. Throughout a campaign, Programmer will comply with all applicable laws and rules, including relevant Communications Laws, and will promptly notify the Jazz Stations' Manager of any disputes concerning either the treatment of or rate charged a candidate or supporter.

2. **Required Announcements.** Programmer shall broadcast, on the Jazz Stations, an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Jazz Stations, and any other announcement that may be required by the Rules or the Jazz Stations' policies.

3. **Commercial Recordkeeping.** Programmer shall maintain such records of the receipt of, and provide such disclosure to Licensee of any consideration, whether in money, goods, services, or otherwise, which is paid or promised to be paid, either directly or indirectly, by any person or company for the presentation of any programming over the Jazz Stations as are required by Sections 317 and 507 of the Communications Act and by the Rules.

4. **No Illegal Announcements.** No announcements or promotion prohibited by federal or state law or regulation of any lottery, game or contest shall be made over the Jazz Stations. Any game, contest or promotion relating to or to be presented over the Jazz Stations must be fully stated and explained in advance, and such explanation be presented to Licensee, which reserves the right, in its reasonable discretion to reject any game, contest or promotion.

5. **Indecency, Hoaxes.** No programming violative of applicable laws and rules concerning indecency, hoaxes, obscenity, sponsorship identification, deceptive advertising, false representations or deception of any kind will be broadcast over the Jazz Stations.

6. **Controversial Issues.** Any broadcast over the Jazz Stations concerning controversial issues of public importance and associated documentation shall comply with the Rules.

7. **Credit Terms Advertising.** Pursuant to the rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Jazz Stations in accordance with all applicable federal and state laws.

SCHEDULE 9.1
OPTION PURCHASE PRICE

Option Stations	Purchase Price
KZNS(AM) and KZNS-FM (including all KZNS-FM Boosters)	\$ [REDACTED]

SCHEDULE 10.10
NOTICES

If to Programmer:

Bonneville International Corporation
55 North 300 West, 2nd Floor
Salt Lake City, Utah 84101
Attn: [REDACTED]
Telephone: [REDACTED]
Facsimile: [REDACTED]
Email: [REDACTED]

If to Jazz Communications:

Jazz Communications, LLC
1420 South 500 West
Salt Lake City, Utah 84115
Attn: [REDACTED]
Telephone: [REDACTED]
Facsimile: [REDACTED]
Email: [REDACTED]

With a copy, which shall not constitute notice,
to:

Wilkinson Barker Knauer, LLP
1800 M Street, N.W., Suite 800N
Washington, DC 20036
Attn: Kenneth E. Satten
Telephone: (202) 783-4141
Facsimile: (202) 783-5851
Email: ksatten@wbklaw.com

With a copy, which shall not constitute notice,
to:

Covington & Burling, LLP
One City Center, 850 Tenth Street, NW
Washington, DC 20001-4956
Attn: Jennifer Johnson
Telephone: (202) 662 5552
Facsimile: (202) 778-5552
Email: jjohnson@cov.com