



September 9, 2015

Tomi Lahren
[REDACTED]

Brad Samuel
[REDACTED]

Dear Tomi:

This letter constitutes all of the terms of the Employment Agreement (the "Agreement") between you, Tomi Lahren ("Employee") and TheBlaze, Inc. ("TBI"). The terms are as follows:

1. **Legal/Professional Name of Employee:** Tomi Lahren.
2. **Duties:** Broadcast Host Commentator & Online Video Commentator and Writer.
3. **Services:** Employee agrees to carry out the duties reasonably assigned to Employee by TBI management consistent with employees of Employee's level, as follows: Host of a self-titled program or a program name to be mutually agreed upon, of a primetime Monday through Friday television program on BlazeTV scheduled 8pm to 10pm EST (which time period may be subject to change in TBI's sole reasonable discretion within the 7pm to 10pm EST time period), and as a contributor to TheBlaze.com in the form of video commentaries and/or in written commentary. Two hundred thirty (230) one hour programs shall be created each calendar year, with replays twice over a 24-hour period. The host will also contribute regular digital video commentaries to TheBlaze.com. The services rendered by Employee shall be of a quality consistent with first-class industry standards and shall be rendered in an ethical, conscientious, efficient and punctual manner to the best of Employee's ability. Employee's base of operations shall be Dallas, Texas and San Diego, California.
4. **Length of Employment:** This Agreement and Employee's employment will start on September 1, 2015 and continue through and including September 30, 2017, unless terminated earlier as provided in this Agreement (the "Term"). Employee agrees that TBI has the right to terminate Employee's employment and this Agreement in accordance with Paragraph 9 below. Employee also understands and agrees that this Agreement may be extended after its expiration date by mutual agreement pursuant to Paragraph 13, and in such case the notice provision of Paragraph 13 for termination will apply.
5. **Salary/Benefits:** Provided Employee fulfills all of Employee's obligations under this Agreement and the Agreement is not terminated pursuant to its terms, Employee will receive a salary for all services rendered to TBI pursuant to this Agreement at the annualized rate of [REDACTED] from September 1, 2015 through August 31, 2016; and at the annualized rate of [REDACTED] from September 1, 2016 through September 30, 2017. Employee's salary shall be made payable to Employee. The salary is subject to applicable withholdings and will be paid according to TBI's payroll practices, but not less frequently than monthly. Employee acknowledges that Employee shall not be entitled to any overtime payments. Employee will be entitled to the same benefits (e.g., health insurance, vacation etc.) that are accorded to other similarly situated employees of TBI, as TBI shall determine from time to time, in accordance with applicable laws.

6. **Business Travel:** Employee acknowledges that from time to time, TBI may require Employee to travel to perform Employee's services. In the event TBI requests for Employee to travel, TBI will provide Employee with roundtrip airfare, business class airfare (first class if business is not available) for flights four hours and over in duration, reasonable hotel accommodations, exclusive ground transportation to and from airports, hotels and shooting locations and a per diem consistent with TBI policy.

7. **Exclusivity:**

a) **Term:** Agreement is non-exclusive for the length of the term. However, employee agrees that during Employee's employment with TBI, Employee will work only for TBI, and will not render services to directly competing digital or television outlets, paid or otherwise, to anyone else without securing TBI's prior written approval. Both parties desire for Employee to provide regular commentaries and guest appearances on an array of non-conflicting media outlets, so as to create and sustain the largest viewing audience as possible. TBI will support the exploration of such regular and complimentary forums. Employee acknowledges that Employee's services will be unique, special and original and are competitively valuable to TBI, and that Employee's violation of this paragraph will cause TBI irreparable harm for which money damages alone would not adequately compensate TBI. Accordingly, Employee acknowledges that if Employee violates this paragraph, TBI has the right to apply for and obtain injunctive relief to stop such violation, in addition to any other appropriate rights and remedies TBI might lawfully have.

b) **Public Appearances, Press Releases, Social Media:** Employee agrees that during Employee's employment with TBI, Employee will not, without the prior approval of TBI, make any public appearances or issue any public statements or press releases relating to Employee, Employee's employment by TBI, TBI, TBI's officers and employees, TBI's business affiliates.

c) **Third Party Engagement:** Notwithstanding the foregoing and subject to TBI's approval in each instance (such approval not to be unreasonably withheld), Employee shall be permitted, from time to time and on an occasional basis, to write articles for third party print and/or online publications, provided that any such services shall not in any way interfere with the performance of Employee's services under this Agreement or bring embarrassment or disrepute on Employee or TBI.

8. **Rights Granted:**

a) **Name/Likeness:** Employee grants TBI the right to use, reproduce, exhibit and publish Employee's name, likeness, voice, performance and approved biographical material and approved image for the purpose of advertising and promoting Employee, TBI, the Glenn Beck Radio Program, TheBlaze TV or any other program that TBI determines in its sole discretion, and any delivery systems that TBI or any of its affiliated entities may authorize to broadcast or retransmit programs in which Employee appears. Such rights are granted in perpetuity throughout the world, in any manner or media (now known or hereafter devised), including, without limitation, on-air promotional campaigns, outdoor marketing, internet, radio, print, sound recordings, and publishing, for no additional compensation. Employee acknowledges that the uses permitted pursuant to this paragraph shall not constitute an endorsement of any product or service other than TheBlaze.com website, TBI, the Glenn Beck Radio Program, TheBlaze TV or any other program that TBI determines in its sole discretion, and any delivery systems that TBI or any of its affiliated entities may authorize to broadcast or retransmit programs in which Employee appears.

b) **Work for Hire:** Employee understands and agrees that TBI is the sole owner of all rights to any broadcast, program or material created by Employee and/or in which Employee participated for

TheBlaze TV, TBI, Mercury Radio Arts, Inc. or their affiliates during the Term of this Agreement (the "Work") as a "work made for hire" as defined in the U.S. Copyright Act and the Work shall be the sole property of TBI, with all copyrights therein, for the worldwide term of such copyrights and all extensions and renewals thereof, throughout the universe in perpetuity, and TBI shall have the sole and exclusive right to license, publish, sell, exploit, administer, promote, modify, use and dispose of the Work (in all languages and all media) and all rights therein, now or hereafter known, and to retain any and all benefits, revenue, money, and income accruing therefrom. If the Work, or any portion thereof, is not deemed a "work for hire" for any reason, all rights specified in this paragraph are hereby irrevocably and exclusively assigned to TBI, or if any applicable law prohibits or limits such assignment, Employee hereby irrevocably licenses to TBI, all right, title and interest in and to the Work. Employee shall execute and deliver to TBI such further instruments and additional documents consistent herewith as TBI may require in order to evidence, effectuate, protect or enforce the provisions of this Agreement and to vest in TBI all property rights to the Work, and in the event Employee fails to execute and deliver such instruments or documents within five (5) business days (reducible to two (2) business days for exigent circumstances) following TBI's request therefor, Employee hereby appoints TBI as Employee's attorney-in-fact to execute said instruments and documents in Employee's name, such appointment being coupled with an interest and irrevocable. TBI to provide Employee will a copy of any such document so executed upon Employee's request, provided that failure to do so shall not be deemed a breach of this Agreement by TBI. To the fullest extent allowable under any applicable law, Employee also exclusively and irrevocably waives or assigns to TBI Employee's so-called "moral rights" or "droit moral" (or any similar rights) which Employee may now or later have in the Work.

c) **Survival:** The rights granted herein shall survive the termination of this Agreement with respect to all broadcast, program or material created during Employee's employment with TBI. TBI shall have the perpetual, worldwide, exclusive rights to use, re-use and authorize the use of all such broadcast, program or material in all media, formats and technologies now known or hereafter developed, and may edit or revise any such broadcast, program or material so long Employee's statements are not intentionally taken out of context or used in a derogatory or disparaging manner.

9. **Ancillary Consideration:**

a) **Make-up and Wardrobe:** TBI will provide you with the services of a make-up artist on premise for your on-camera appearances. In circumstances where you appear on camera from San Diego, New York City or a remote location mutually agreed upon, TBI will use best efforts to secure a make-up artist in a similar capacity. TBI will provide will provide you with a wardrobe allowance, to purchase wardrobe items for use on Blaze TV and TheBlaze.com camera appearances, and appearances in television programming that is inclusive in this agreement. The allowance is up to [REDACTED] a year, with TBI reserving the right for reasonable approval rights on wardrobe items actually used on screen.

b) **Staffing:** TBI will provide a staff of three full time employees, at a minimum, and more as necessary, to create a one hour daily program, and digital video materials, as well. The host and the network will collaborate on the hiring, review and retention of the said staff. The full time employees shall be engaged as producers, researchers and production assistants to the program, and may include a technical director, as well.

c) **Relocation:** TBI will provide a [REDACTED] a month living allowance, over the two year period. Or, TBI will pay up [REDACTED] in one time relocation fee to the Dallas area, inclusive of moving, vehicle transportation, temporary living, hotel accommodations. Living allowances and reimbursements may be considered taxable income by taxing authorities.

10. **Representations and Warranties:**

a) **Original Work:** Employee represents and warrants that all material that Employee writes or prepares in the rendering of services under this Agreement shall be the original work of Employee, and if such material is not Employee's original work, Employee represents that such material is in the public domain or has been licensed for use by a third party.

b) **No Conflict:** Employee represents and warrants that there is no reason why Employee cannot enter into this Agreement with TBI, including, but not limited to, being obligated to another employer by express or implied contract (written or oral) or otherwise. Employee also agrees that Employee will not, during Employee's employment with TBI, enter into any understandings or agreements that will violate or conflict with this Agreement or Employee's obligations hereunder.

c) **Pay or Play:** Employee acknowledges that nothing in this Agreement shall be deemed to obligate TBI or TBI's business affiliates to use or broadcast or otherwise use any or all programs or materials provided by Employee or in which Employee appears, and TBI shall have fully discharged its obligations hereunder by paying the applicable monetary compensation specified in Paragraph 5 of this Agreement.

11. **Suspension/Termination of Employment:** TBI has the right to suspend or terminate (or suspend then subsequently terminate) Employee's employment and end this Agreement:

a) Upon Employee's death; or

b) For any of the following: (i) Employee's indictment for a felony; (ii) Employee's inability (with or without reasonable accommodation) or repeated failure to carry out, or neglect or misconduct in the performance of, Employee's duties hereunder or a breach of this Agreement; (iii) Employee's failure to comply with applicable laws with respect to the conduct of TBI's business; (iv) theft, fraud or embezzlement resulting in gain or personal enrichment, directly or indirectly, to Employee at TBI's expense; (v) addiction to an illegal drug or un-prescribed controlled substance; (vi) conduct or involvement in a situation that brings Employee into public disrespect, offends the community or any group thereof, or embarrasses or reflects unfavorably on TBI's reputation; (vii) Employee's repeated failure to comply with the reasonable directions of senior management; (viii) an event of "Force Majeure" (as such term is understood in the entertainment industry) however, in the event of Force Majeure, TBI shall only have the right to suspend Employee and if such suspension exceeds three (3) consecutive weeks Employee shall have the right to terminate this Agreement; or (ix) if TBI discontinues operations.

c) TBI shall only have the right to terminate Employee in accordance with Paragraph 9(b)(ii), (iii) or (vii) above, after Employee has been provided a five (5) day opportunity to cure, if curable, in the sole and reasonable discretion of TBI.

12. **First Negotiation/First Refusal:** If TBI desires to extend this Agreement after the Term, TBI will notify Employee 180 days prior to the expiration hereof and Employee will negotiate with TBI exclusively and in good faith for a period of 90 days with respect to the terms and conditions for such extension (the "First Negotiation Period"). Employee agrees that Employee will not negotiate with any third party prior to the commencement of, or during, the First Negotiation Period for Employee's similar services in television, radio or on the internet. If TBI and Employee are unable to reach an agreement during the First Negotiation Period, Employee agrees that for the remainder of the Term and for a period of 21 days following its expiration (the "First Refusal Period"), Employee will not enter into an agreement with any person, firm or corporation for Employee's services in television, radio or on the internet without first giving TBI an opportunity to employ Employee on the overall terms and conditions.

In the event Employee receives an offer during the First Refusal Period which at any time Employee, in good faith, decides Employee wishes to accept, including, but not limited to, an offer which Employee receives during the First Refusal Period and which offer Employee chooses to accept after the First Refusal Period has expired, Employee agrees to give TBI written notice of such offer, which notice shall consist of the offer signed by the offerer or signed by Employee's agent, together with Employee's written acknowledgment of Employee's willingness to accept same. TBI shall have ten (10) business days after receipt of such written notice from Employee in which to notify Employee of TBI's intent to so employ Employee on the overall terms and conditions of such third party offer, and if TBI so notifies Employee of TBI's intent to extend Employee's employment, Employee agrees to enter into an agreement with TBI on such terms. If TBI does not so notify Employee of TBI's intent to extend TBI's employment of Employee, Employee shall then be free to accept such third party offer. If Employee does not accept such third party offer, the first refusal provisions of this paragraph shall continue to apply to any other third party offers which Employee receives for Employee's services on television, radio or the internet for the remainder of the Term and for a period of 30 days following the expiration of this Agreement. Prior to or during the pendency of the First Negotiation and First Refusal Periods as described above, Employee agrees that Employee will not contract or offer to contract with any third party, nor take any other action which would, in any way, circumvent TBI's first negotiation and/or first refusal rights, or preclude Employee from complying with the terms of this paragraph.

13. **Payment for Plugs:** Employee acknowledges that Employee is familiar with Sections 317 and 507 of the Communications Act of 1934 and is aware that it is illegal without full disclosure to promote products or services in which Employee has a financial interest. Employee agrees not to participate in any such promotion under any circumstances and understands that to do so is a violation of law as well as cause for termination pursuant to Paragraph 9(b). Also, Employee agrees that Employee will not become involved in any financial situation which might compromise or cause a conflict with Employee's obligations under this paragraph or this Agreement without first talking with TBI about Employee's intentions and obtaining TBI's written consent.

14. **Confidentiality:** Employee agrees to comply with the terms set forth in the Non-Disclosure Agreement attached hereto as Exhibit A and incorporated herein by this reference.

15. **Continuation of Agreement:** Employee and TBI may mutually agree to continue Employee's employment after the Term of this Agreement expires in the absence of a new written agreement. If TBI and Employee so mutually agree, this Agreement will continue on a month-to-month basis until the earlier of: (i) the execution and commencement of a successor written agreement between Employee and TBI, or (ii) termination of this Agreement by either party on fifteen (15) days written notice to the other.

16. **Assignment of Agreement:** Employee agrees that TBI has the right, but not the obligation, to assign this Agreement to a successor, to a purchaser of substantially all of its assets or its business, or to any parent, subsidiary, or affiliated corporation or entity which owns or acquires TBI. If this Agreement is assigned, Employee agrees that Employee is obligated to carry out the terms of this Agreement for that new owner or assignee. In the event of such assignment, TBI shall remain secondarily liable. Employee understands and agrees that Employee has no right to assign this Agreement, and any attempt to do so will be null and void.

17. **No Other Agreements/ Non-Union Status:** This Agreement is the only agreement between Employee and TBI and is the entire understanding and agreement between Employee and TBI. It supersedes any other agreements, amendments or understandings, verbal or written, between Employee and TBI. This Agreement may be amended only in a written document signed by both parties. Employee's services hereunder are to be rendered in the capacity of an employee of TBI and Employee further acknowledges that TBI is not a party to any collective bargaining agreement with any

24. **Survival:** Employee and TBI mutually agree that the provisions of Paragraphs 7, 8, 10, 12, 16 and 17 shall survive the expiration or termination of this Agreement.

25. **Conflict Waiver:** Both TBI and Employee acknowledge that Epic Media Consulting renders agency services to both TBI and Employee. Therefore, both parties hereby waive any rights to terminate, rescind or disavow this Agreement based upon such agency's representation of the parties with respect to this matter or to assert any claim against Epic Media Consulting based on any conflict of interest which may exist or appear to exist in connection therewith.

This offer is valid through Friday, September 11, 2015 at 5:00 pm eastern.

The parties hereto have executed and delivered this Agreement as of the date first above written.

TheBlaze Inc.

By:

Kraig T. Kitchin
Kraig T. Kitchin

9-10-15

Date

Its: Chief Executive Officer

COUNTERSIGNED:

By:

Tomi Lahti
Tomi Lahti

9/9/15
Date