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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**  
Pursuant to Section 13 Or 15(d) of the  
Securities Exchange Act Of 1934

Date of Report (Date of earliest event reported): September 15, 2017

**SALEM MEDIA GROUP, INC.**

(Exact Name of Registrant as Specified in its Charter)



**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**000-26497**  
(Commission  
File Number)

**77-0121400**  
(IRS Employer  
Identification No.)

**4880 Santa Rosa Road, Camarillo, California**  
(Address of Principal Executive Offices)

**93012**  
(Zip Code)

**Registrant's telephone number, including area code: (805) 987-0400**

Not Applicable  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS;  
COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

New Employment Agreement with David A.R. Evans

On September 15, 2017, Salem Communications Holding Corporation (“HoldCo”), a wholly-owned subsidiary of Salem Media Group, Inc. (the “Company”), and David A.R. Evans entered into a new employment agreement pursuant to which Mr. Evans will serve as the Company’s President – New Media. The Compensation Committee (the “Committee”) of the Board of Directors of the Company approved the terms of Mr. Evans’s new agreement.

Mr. Evans’s current employment agreement with HoldCo is an “at-will” agreement, but the compensation schedule applicable to Mr. Evans will expire on September 14, 2017. Mr. Evans’s new employment agreement is also an “at-will” agreement and will become effective as of September 15, 2017 and supersedes and replaces the employment agreement entered into by HoldCo and Mr. Evans as of September 15, 2014.

The employment agreement provides that, for as long as he remains employed by HoldCo, Mr. Evans will receive a base salary (“Base Salary”) as follows: (a) at an annual rate of \$530,000 effective as of September 15, 2017, (b) at an annual rate of \$540,000 effective as September 15, 2018, and (c) at an annual rate of \$550,000 effective as of September 15, 2019 and continuing through September 14, 2020.

In addition to his annual Base Salary and consideration for a merit bonus in an amount to be determined at the discretion of the Committee, Mr. Evans will be eligible to receive the following:

- (i) Two (2) quarterly incentive bonuses in the amount of \$8,500 each for the following: (a) achievement of the revenue budget (as set by the Company’s management) by Company’s non-broadcast media businesses for which Mr. Evans has responsibility, excluding Regnery Publishing (the “Non-Broadcast Division”); and (b) achievement of the EBITDA budget (as set by the Company’s management) by Company’s Non-Broadcast Division.
  - (ii) Two (2) annual incentive bonuses in the amount of \$6,800 each for the following: (a) achievement of the revenue budget (as set by the Company’s management) by Company’s Regnery Publishing business unit (“Regnery”); and (b) achievement of the EBITDA budget (as set by the Company’s management) by Regnery.
  - (iii) An annual award of twenty-five thousand dollars (\$25,000) payable in the Company’s restricted Class A Common Stock vesting twenty-four (24) months after the grant by the Company only if all of the following occur: (a) the combined annual revenue of the Non-Broadcast Division and Regnery exceeds the combined annual revenue budget of the Non-Broadcast Division and Regnery as set by the Company’s management by at least \$500,000; (b) the combined annual revenue of the Non-Broadcast Division and Regnery exceeds the prior year combined revenue of the Non-Broadcast Division and Regnery by at least 5%; (c) the combined annual EBITDA of the Non-Broadcast Division and Regnery exceeds the annual EBITDA budget of the Non-Broadcast Division and Regnery as set by the Company’s management by at least \$500,000; and (d) the combined annual EBITDA of the Non-Broadcast Division and Regnery exceeds the prior year combined EBITDA of the Non-Broadcast Division and Regnery as set by the Company’s management by at least 7.5%.
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- (iv) For all of the incentives outlined above, revenue and EBITDA budgets will be prorated and adjusted for acquisitions or dispositions of the Non-Broadcast Division and Regnery that occur during the applicable time period, before incentive-based compensation is calculated. For purposes of determining the amount of any incentive-based compensation as set forth in herein, prior year revenue and prior year EDITDA shall be prorated and adjusted in amounts consistent with the revenue and EBITDA budget adjustments for acquisitions and dispositions.
- (v) If Mr. Evan's earns the annual \$25,000 incentive, the number of restricted stock awarded shall be calculated by dividing \$25,000 by the closing price of the restricted stock on the last business day of the applicable year in which the annual restricted stock award was earned, rounded to the nearest whole share.

Mr. Evans's employment agreement generally provides that if: (a) his employment is terminated without "Cause" (as defined in the employment agreement), or (b) if HoldCo fails to offer Mr. Evans a new employment agreement at the expiration of the compensation schedule as of September 14, 2020 which contains terms generally consistent with those contained in Mr. Evans's September 15, 2017 employment agreement, HoldCo will pay Mr. Evans a severance amount equal to his then base salary for six (6) months and provide professional outplacement assistance for twelve (12) consecutive months. Additionally, if Mr. Evans dies prior to the expiration of the compensation schedule of his employment agreement, any unvested or time-vested stock options previously granted to Mr. Evans shall become immediately one hundred percent (100%) vested.

Additional benefits under Mr. Evans's employment agreement include reimbursement from Holdco for the following: (1) maintenance of Mr. Evans's CPA and Chartered Accountant License; and (2) life insurance on Mr. Evans's life up to a maximum amount of \$3,500 per year grossed up to cover applicable statutory withholdings and income taxes.

Mr. Evans's employment agreement is filed herewith as Exhibit 99.1 and is incorporated herein by reference into this Item 5.02.

ITEM 9.01(c) FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01(c) Exhibits. The following exhibit is furnished with this report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
<u>99.1</u>	<u>Employment Agreement with David A. R. Evans dated as of September 15, 2017.</u>

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SALEM MEDIA GROUP, INC.

Date: September 19, 2017

/s/ Christopher J. Henderson  
Christopher J. Henderson  
Senior Vice President, General Counsel and  
Secretary

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<u>99.1</u>	<u>Employment Agreement with David A. R. Evans dated as of September 15, 2017.</u>

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## MEMORANDUM OF TERMS OF EMPLOYMENT

THIS MEMORANDUM OF TERMS OF EMPLOYMENT ("Memorandum"), is made and entered into effective as of September 15, 2017 by and between Salem Communications Holding Corporation, (hereinafter referred to as "Employer"), and **Mr. David A. R. Evans** (hereinafter referred to as "Executive"), upon the following terms and conditions:

**1. EXECUTIVE'S RESPONSIBILITIES.** Executive agrees to devote his entire business time, attention and energies to the business of Employer. Executive also agrees to perform all services hereunder in a manner loyal and faithful to Employer. With the written consent of the Chief Executive Officer of Employer, Executive may accept paid board or trustee positions for other entities and may accept fees for public speaking and published writings. Executive may reasonably participate as a member in community, civic, similar organizations and may pursue personal investments that do not interfere with the normal business activities of Employer. Executive's title shall be *President-New Media* reporting directly to the Chief Executive Officer of Employer. Executive agrees to perform all duties reasonable and consistent of a person with the title of *President-New Media* as the Chief Executive Officer of Employer may assign to Executive from time-to-time. These duties shall include, without limitation, strategic planning and business development regarding all of Employer's businesses including radio, internet, and publishing.

**2. TERM.** Executive's employment with Employer is voluntarily entered into, and Executive is free to resign at any time. It is understood that this Memorandum shall not create a contract for any specific term, expressed or implied, of employment. *The relationship of the Employer to Executive shall be one of voluntary employment "at will," with no definite period of employment, regardless of the date or method of payment of wages or salary. The relationship may be terminated by either Executive or Employer at any time, with or without cause and with or without prior notice.* No person, other than the Chief Executive Officer of Employer has authority to enter into an agreement for employment for any specified period of time or to make any agreement contrary to the foregoing, and then, only by an agreement in writing signed by them. Subject to the foregoing, the period of time from the date this Memorandum is entered into ("Commencement Date") until the date it terminates ("Termination Date") shall be referred to herein as the "Term".

**3. COMPENSATION.** For all of the services rendered by Executive in any capacity under this Memorandum, Employer shall compensate Executive, less applicable deductions and withholding taxes, in accordance with Employer's payroll practices as they may exist from time-to-time and as such compensation elements may be amended, suspended or discontinued to the extent permitted by applicable law at Employer's sole option or discretion, as follows:

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3.1 Annual Base Salary. Executive's base salary shall be at the annual rate as follows:

- (i) From September 15, 2017 through September 14, 2018, in the amount of Five Hundred Thirty Thousand Dollars (\$530,000);
- (ii) From September 15, 2018 through September 14, 2019, in the amount of Five Hundred Forty Thousand Dollars (\$540,000);
- (iii) From September 15, 2019 through September 14, 2020, in the amount of Five Hundred Fifty Thousand Dollars (\$550,000);

3.2 Incentive Compensation. In addition to the annual base salary set forth in Section 3.1 herein, Executive shall be eligible for quarterly bonuses in an amount to be determined as follows:

(i) Revenue Budget Incentive. Executive shall be eligible for compensation of Eight Thousand Five Hundred Dollars (\$8,500) for each quarter Employer's Non-Broadcast Media Businesses for which Executive has responsibility, excluding Regnery (the "Non-Broadcast Division"), meets or exceeds the Revenue Budget set for the Non-Broadcast Division for the applicable quarter; and,

(ii) EBITDA Budget Incentive. Executive shall be eligible for compensation of Eight Thousand Five Hundred Dollars (\$8,500) for each quarter the Non-Broadcast Division meets or exceeds the EBITDA Budget set for the Non-Broadcast Division for the applicable quarter.

(iii) Regnery Incentives. Executive shall be eligible for compensation of Six Thousand Eight Hundred Dollars (\$6,800) for each year the Regnery business unit meets or exceeds the Revenue Budget set for the Regnery business unit for the applicable year, and Six Thousand Eight Hundred Dollars (\$6,800) for each year the Regnery business unit meets or exceeds the EBITDA Budget set for the Regnery business unit for the applicable year.

(iv) Annual Restricted Stock Incentive. Executive shall be eligible for annual compensation of Twenty-Five Thousand Dollars (\$25,000) payable in shares of Salem restricted Class A stock that vest Twenty-Four (24) months after being granted ("Restricted Stock") if all of the following occur:

a. Non-Broadcast Division and Regnery combined annual Revenue exceeds the applicable Non-Broadcast Division and Regnery combined annual Revenue Budget by no less than \$500,000; and,

b. Non-Broadcast Division and Regnery combined annual Revenue exceeds the applicable prior year Non-Broadcast Division and Regnery combined annual Revenue by no less than 5%; and,

c. Non-Broadcast Division and Regnery combined annual EBITDA exceeds the applicable Non-Broadcast Division and Regnery combined annual EBITDA Budget by no less than \$500,000; and,

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d. Non-Broadcast Division and Regnery combined annual EBITDA exceeds the applicable prior year Non-Broadcast Division and Regnery combined annual EBITDA by no less than 7.5%.

(v) Method of Calculation. The number of shares of Restricted Stock awarded shall be calculated by dividing \$25,000 by the closing price of the Restricted Stock on the last business day of the applicable year in which the Annual Restricted Stock Incentive was earned, rounded up to the nearest whole share. For purposes of determining the amount of any incentive-based compensation, Revenue and EBITDA shall be calculated in a manner consistent with generally accepted accounting principles (GAAP) and in a manner consistent with Salem Media Group's ("Salem") financial statements, as publicly reported from time-to-time. The amount of any incentive-based compensation, as set forth in Section 3 hereof, is not earned by Executive or payable by Employer until the date of its calculation by Employer, which calculation shall occur within sixty (60) days following the end of the applicable period for which the compensation is based.

(vi) Adjustments for Acquisitions or Dispositions. For purposes of determining the amount of any incentive-based compensation as set forth in Section 3.2 herein, Revenue and EBITDA Budgets shall be prorated and adjusted for acquisitions or dispositions that occur during the applicable time period, before incentive-based compensation is calculated. For purposes of determining the amount of any incentive-based compensation as set forth in Section 3.2(iv) herein, prior year Revenue and prior year EBITDA shall be prorated and adjusted in amounts consistent with the Revenue and EBITDA budget adjustments for acquisitions and dispositions.

3.3 Bonuses. In addition to the other compensation of Executive as set forth herein, and subject to the provisions of Section 4 herein, Executive shall be eligible for an annual merit bonus in an amount to be determined at the discretion of the Board of Directors of Salem, which bonus may be paid in cash, equity (stock, stock options, restricted stock, etc.) or a combination thereof. The amount of the annual bonus, if applicable, is not earned until the date of its determination and distribution in the following year.

3.4 Travel and Entertainment Expenses. Reasonable, bona-fide Employer-related entertainment and travel expenses incurred by Executive in accordance with the *Employee Handbook* and other written policies, all as issued by Employer, relating thereto shall be reimbursed or paid by Employer.

3.5 Fringe Benefits. Except as otherwise set forth in this Section, Executive shall be eligible to participate in all benefit plans that are available to all executive level Salem employees from time to time pursuant to the terms of such plans. The availability and terms of such fringe benefits shall be set by management and the Board of Directors and may change from time to time. Executive shall be required to comply with all conditions attendant to coverage by the fringe benefit plans hereunder and shall be entitled only in accordance with the terms and conditions of such plans as they may be enumerated from time to time.

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3.6 Professional License Fees. Employer will pay the reasonable expenses associated with maintaining Executive's CPA and Chartered Accountant License as well as the reasonable expenses associated with any Continuing Professional Education required to maintain the license.

3.7 Health Insurance. Executive shall be entitled to health care coverage for himself and his dependents in accordance with any health plan available to executive level employees of Employer.

3.8 Life Insurance Reimbursement. Executive shall be entitled to reimbursement from Employer for an amount up to a maximum of \$3,500 per year paid by Executive for life insurance on Executive's life. Such reimbursement shall be grossed up to cover all statutory withholdings, and State and Federal Income Taxes.

3.9 Stock Options. Executive shall be eligible for stock option consideration from time to time. Any such stock option grant will be at the discretion of the Board of Directors.

#### **4. TERMINATION**

4.1 In the event of Executive's resignation or termination for Cause, Executive shall be entitled only to the compensation earned through the date of termination. In the event of (i) Executive's termination without Cause, or (ii) Employer's failure to offer Executive a new Employment Agreement at the expiration of this Memorandum containing terms generally consistent with those contained in this Memorandum, in addition to Executive's base salary earned through the date of termination or expiration of this Memorandum, and upon execution of the then existing form separation and release agreement of Employer, Executive shall be entitled to receive: (1) severance in an amount equal to the base salary Executive would otherwise have received for six (6) months and (2) professional outplacement assistance for twelve (12) consecutive months. Termination, with or without cause, or resignation, shall not affect any rights of Executive that have become vested under any benefit plan, stock option plan or arrangement.

4.2 For the purposes of this Memorandum, "Cause" shall mean, without limitation, the following: (i) the death of Executive; (ii) continued gross neglect, malfeasance or gross insubordination in performing duties assigned to Executive; (iii) a conviction for a crime involving moral turpitude; (iv) an egregious act of dishonesty (including without limitation theft or embezzlement) in connection with employment, or a malicious action by Executive toward Employer, Salem, Salem affiliates or related entities; (v) a violation of confidentiality provisions; (vi) a willful breach of this Memorandum; (vii) disloyalty; and (viii) material and repeated failure to carry out reasonably assigned duties or instructions consistent with Executive's position.

4.3 If Executive dies prior to the expiration of the Term, any unvested or time-vested stock options previously granted to Executive by Employer shall become immediately one hundred percent (100%) vested.

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## **5. EXECUTIVE'S OBLIGATIONS**

5.1 **Confidential Information.** Executive agrees that, during the Term or at any time thereafter: (a) Executive shall not use for any purpose other than the duly authorized business of Employer, or disclose to any third party, any information relating to Employer or any of its affiliated companies which is proprietary to Employer or any of its affiliated companies ("Confidential Information"), including any customer list, contact information, rate schedules, programming, data, plans, intellectual property, trade secrets or any written (including in any electronic form) or oral communication incorporating Confidential Information in any way (except as may be required by law or in the performance of Executive's duties under this Memorandum consistent with Employer's policies) regardless of whether or not such information has been labeled as "confidential"; and (b) Executive shall comply with any and all confidentiality obligations of Employer to a third party, whether arising under a written agreement or otherwise.

5.2 **Work For Hire.** (a) The results and proceeds of Executive's services to Employer, including, without limitation, any works of authorship resulting from Executive's services during Executive's employment with Employer and/or any of its affiliated companies and any works in progress resulting from such services, shall be works-made-for-hire and Employer shall be deemed the sole owner of any and all rights of every nature in such works, whether such rights are now known or hereafter defined or discovered, with the right to use the works in perpetuity in any manner Employer determines in its sole discretion without any further payment to Executive. If, for any reason, any of such results and proceeds are not legally deemed a work-made-for-hire and/or there are any rights in such results and proceeds which do not accrue to Employer under the preceding sentence, then Executive hereby irrevocably assigns and agrees to assign any and all of Executive's right, title and interest thereto, whether now known or hereafter defined or discovered, and Employer shall have the right to use the work in perpetuity in any location and in any manner Employer determines in its sole discretion without any further payment to Executive.

(b) Executive shall do any and all things which Employer may deem useful or desirable to establish or document Employer's rights in any such results and proceeds, including, without limitation, the execution of appropriate copyright, trademark and/or patent applications, assignments or similar documents and, if Executive is unavailable or unwilling to execute such documents, Executive hereby irrevocably designates the Chief Executive Officer of Employer or his designee as Executive's attorney-in-fact with the power to execute such documents on Executive's behalf. To the extent Executive has any rights in the results and proceeds of Executive's services under this Memorandum that cannot be assigned as described above, Executive unconditionally and irrevocably waives the enforcement of such rights.

(c) Works-made-for-hire do not include subject matter that meets all of the following criteria: (1) is conceived, developed and created by Executive on Executive's own time without using the Employer's equipment (other than the personal computer, tablet or mobile phone regularly used by Executive), supplies or facilities or any trade secrets of confidential information, (2) is unrelated to the actual or reasonably anticipated business or research and development of Employer of which Executive is or becomes aware; and (3) does not result from any work performed by Executive for Employer.

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(d) Notwithstanding anything in this Memorandum to the contrary, during the Term, Executive agrees that he shall, prior to exploiting a Corporate Opportunity (hereafter defined) for his own account or for the benefit of an immediate family member's account, offer the Employer a right of first refusal with respect to such Corporate Opportunity. For purposes of this Section 5.2, "Corporate Opportunity" shall be broadly defined to include any business opportunity that is in the same or a related business as any of the businesses in which Employer, Salem or any of its affiliates is involved or in which Executive learned of or discovered in the course of performing his duties to Employer, Salem or any of its affiliates. The determination as to whether a business opportunity constitutes a Corporate Opportunity shall be made by the Chairman of the Board and the Chief Executive Officer of Salem, and their determination shall be based on an evaluation of: (a) the extent to which the Corporate Opportunity is within Salem's or any of its affiliates' existing lines of business or its existing plans to expand; (b) the extent to which the Corporate Opportunity supplements Salem's or any of its affiliates' existing lines of activity or complements Salem's or any of its affiliates' existing methods of service; (c) whether Salem has available resources that can be utilized in connection with the Corporate Opportunity; (d) whether Salem is legally or contractually barred from utilizing the Corporate Opportunity; (e) the extent to which utilization of the Corporate Opportunity by Executive would create conflicts of interest with Salem or any of its affiliates; and (f) any other factors they deem appropriate under the circumstances.

5.3 Return of Property. All documents, data, recordings, equipment or other property, whether tangible or intangible, including all information stored in electronic form, obtained or prepared by or for Executive and utilized by Executive in the course of Executive's employment with Employer or any of its affiliated companies shall remain the exclusive property of Employer. Upon termination of employment, Executive shall promptly return all of Employer's property to Employer.

5.4 Use of Executive's Name, Image and Likeness Employer may make use of Executive's name, photograph, drawing or other likeness in connection with the advertising or the giving of publicity to Employer, Salem or a program broadcast or content provided by Employer, Salem or any affiliated companies. In such regard, Employer may make recordings, transcriptions, videotapes, films and other reproductions of any and all actions performed by Executive in his or her capacity as an Executive of Employer, including without limitation any voice-over or announcing material provided by Executive (collectively "Executive Performances"). Employer shall have the right to broadcast, display, license, assign or use any Executive Performances on a royalty-free basis without additional compensation payable to Executive.

5.5 Non-Interference. While employed by the Employer and for a period of six (6) months thereafter, Executive agrees not to interfere with the business of the Employer by directly or indirectly soliciting, attempting to solicit, inducing, or otherwise causing any executive, material employee, contractor or client of Salem to terminate his, her or its relationship with Salem, or an affiliated entity, in order to enter into a relationship with any other employer or entity.

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5.6 Cooperation. Executive agrees to cooperate with and provide assistance to Employer and its legal counsel in connection with any litigation (including arbitration or administrative hearings) or investigation affecting Salem or any of its subsidiaries, in which, in the reasonable judgment of Salem's counsel, Executive's assistance or cooperation is needed. Executive shall, when requested by Salem, provide testimony or other assistance and shall travel at Employer's reasonable request and at its reasonable expense in order to fulfill this obligation.

6. PERSONAL CONDUCT. Executive agrees to promptly and faithfully comply with all present and future policies, requirements, directions, requests, rules and regulations of the Employer in connection with Employer's business, including without limitation the policies and requirements set forth in Salem's Employee Handbook and Financial Code of Conduct. Executive further agrees to comply with all laws and regulations pertaining to Executive's employment with Employer. Executive hereby agrees not to engage in any activity that is in direct conflict with the essential interests of Employer. Executive hereby acknowledges that nothing set forth in the Employee Handbook or Financial Code of Conduct or any other policy issued by Employer or Salem shall be deemed to create a separate contractual obligation, guarantee or inducement between Executive and Employer.

7. INDEMNIFICATION. Executive shall be entitled to the protection of any insurance policies that Salem may elect to maintain generally for the benefit of its directors and officers against all costs, charges and expenses incurred or sustained by him in connection with any action, suit or proceeding (other than any action, suit or proceeding arising under or relating to this Memorandum) to which Executive may be made a party by reason of (i) his being or having been a director, officer or employee of Salem or any of its subsidiaries, or (ii) his serving or having served any other enterprise as a director, officer or employee at the request of Employer (the duties described in (i) and (ii) hereof are collectively referred to herein as the "Indemnified Duties"). Employer shall indemnify Executive against all costs, charges and expenses incurred or sustained by him in connection with any action, suit or proceeding to which Executive may be made a party by reason of the Indemnified Duties to the fullest extent permitted by law, in effect at the time of the subject act or omission, and shall advance to Executive reasonable attorneys' fees and expenses as such fees and expenses are incurred (subject to an undertaking from Executive to repay such advances if it shall be finally determined by a judicial decision which is not subject to further appeal that Executive was not entitled to the reimbursement of such fees and expenses). Employer covenants to maintain during Executive's employment for the benefit of Executive (in his capacity as an officer of Employer) Directors' and Officers' Insurance providing benefits to Executive no less favorable, taken as a whole, than the benefits provided to the senior executives of Salem by the Directors' and Officers' Insurance maintained by Salem on the date hereof; provided, however, that the board of directors of Salem may elect to terminate Directors' and Officers' Insurance for all officers and directors, including Executive, if the board of directors of Salem determines in good faith that such insurance is not available or is available only at unreasonable expense.

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**8. MISCELLANEOUS PROVISIONS.**

8.1 Venue: Choice of Law. Regardless of where it is signed, this Memorandum shall be deemed to be an agreement made in the city of Camarillo and state of California (“Venue”) and shall be interpreted as an agreement to be performed wholly in the State where the Venue is located. The laws of the State where the Venue is located shall be applied without regard to the principles of conflicts of laws.

8.2 Resolution of Disputes. Employer and Executive mutually agree to resolve any and all legal claims arising from or in any way or relating to Executive’s employment with Employer through mediation or, if mediation does not resolve the claim or dispute within ten (10) days of notice demanding mediation, by binding arbitration under the Federal Arbitration Act subject to the terms and conditions provided below. Notwithstanding the foregoing, insured workers compensation claims (other than wrongful discharge claims) and claims for unemployment insurance are excluded from arbitration under this Memorandum. This Memorandum does not prevent the filing of charges with administrative agencies such as the Equal Employment Opportunity Commission, the National Labor Relations Board, or equivalent state agencies. Arbitration shall be conducted in the Venue in accordance with either of the following, at Executive’s election: (a) the American Arbitration Association: Employment Rules of Procedure, (b) the Rules of Procedure for Christian Conciliation sponsored by the Christian Legal Society, or (c) the rules of procedure issued by another alternative dispute resolution service mutually acceptable to Executive and Employer. Any award issued in accordance with this Section 8.2 shall be rendered as a judgment in any trial court having competent jurisdiction. Employer shall pay the arbitration fees and expenses, less any filing fee amount that Executive would otherwise have to pay to pursue a comparable lawsuit in a United States district court in the jurisdiction where the dispute arises or state court in the jurisdiction where the dispute arises, whichever is less. All other rights, remedies, exhaustion requirements, statutes of limitation and defenses applicable to claims asserted in a court of law will apply in the arbitration. Executive expressly waives any presumption or rule, if any, which requires this Memorandum to be construed against Employer.

8.3 Injunctive Relief. Employer has entered into this Memorandum in order to obtain the benefit of Executive’s unique skills, talent, and experience. Executive acknowledges and agrees that any violation of one or more subsections of Section 5 of this Memorandum will result in irreparable damage to Employer, and, accordingly, Employer may obtain injunctive and other equitable relief for any breach or threatened breach of such sections, in addition to any other remedies available to Employer, without being required to prove actual damages, post bond or furnish other security.

8.4 Integration. This Memorandum comprises the entire understanding of the parties with respect to the subject matter and shall supersede all other prior written or oral agreements, including without limitation that certain employment agreement entered into by and between Employer and Executive as of September 15, 2017.

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8.5 Amendments and Waivers. No term or provision of this Memorandum may be amended, waived, discharged or terminated orally but only by an instrument in writing signed by the party against whom the enforcement of such amendment, waiver, discharge or termination is sought. Any waiver shall be effective only in accordance with its express terms and conditions. Notwithstanding anything in this Memorandum to the contrary, no person other than the Chief Executive Officer of Employer has the capacity to amend, waive, discharge or terminate the provisions of Section 2 relating to the "at will" nature of Executive's employment, and then, such action may only be taken in writing.

8.6 Severability. If any portion of this Memorandum shall be held to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Additionally, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Memorandum a provision as similar to such former provision as shall be legal, valid and enforceable.

8.7 Survival: Modification of Terms. No change in Executive's duties or salary shall affect, alter, or otherwise release Executive from the covenants and agreements contained herein. All post-termination covenants, agreements, representations and warranties made herein by Executive shall survive the expiration or termination of this Memorandum or employment under this Memorandum in accordance with their respective terms and conditions.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum effective as of September 15, 2017.

ACCEPTED AND AGREED:  
"Executive:"

"Employer:"  
Salem Communications Holding Corporation

By: /s/ David A. R. Evans  
David A. R. Evans

By: /s/ Edward G. Atsinger, III  
Edward G. Atsinger, III  
Chief Executive Officer

I hereby certify that the terms and conditions of this Employment Agreement have been reviewed and approved by the Compensation Committee of Salem Media Group, Inc.

By: /s/ Richard Riddle  
Richard Riddle, Chairman  
Compensation Committee  
Salem Media Group, Inc.

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