

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT is made and entered into this December 1, 2023 (this "Agreement"), by and between VICTORY MEDIA OF MARYLAND, LLC a Maryland limited liability company with an address of 1990 Valley Road Annapolis, MD 21401, (hereafter "Broker") and BMSC Media, LLP, a Maryland limited liability company (hereafter "Licensee").

WITNESSETH:

WHEREAS, Licensee is the licensee of WNAV-AM 1430 kHz ANNAPOLIS, MD (the "Station"), the call letters of which Station shall not be changed by Licensee at or prior to Closing (as defined herein); and

WHEREAS, Broker desires to obtain a regular source of programming and income which will sustain the operation of the Station for Broker; and

WHEREAS, Broker desires to purchase time on the Station for the broadcast of programming on the Station and for the sale of advertising time included in that programming.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein Licensee and Broker hereby agree as follows:

1. **Time Sale.** Subject to the terms of this Agreement, and to applicable rules, regulations, and policies of the FCC, Licensee shall sell and Broker shall purchase no less than one hundred sixty-six (166) hours per week on the Station. Licensee shall broadcast the programming, including commercial announcements, supplied by Broker without interruption, deletion, or addition of any kind, subject to the terms of this Agreement and Licensee's obligations under the Communication Laws.

2. **Term.** The term of this Agreement (the "Term") shall commence on August 1, 2023 (the "Effective Date") and shall terminate upon the earlier to occur of the Closing of the Asset Purchase Agreement ("Closing") and December 31, 2023, subject to an extension beyond December 31 which Licensee and Broker have already agreed upon.

3. **Hours of Programming.** Subject to the exceptions set forth in Sections 4 and 5 below, Broker shall supply, and Licensee shall transmit, programming for all periods of broadcast operations, as long as this Agreement remains in force. Broker shall provide all such programming, produced or provided, at its own cost and expense and shall be responsible for delivery of such programming by whatever technical means necessary to Station's transmitter site in Winchester, Virginia.

4. **Reservation of Time.** Licensee specifically reserves for its own use up to two (2) hours per week of programming time (the "Reserved Time") during which it may broadcast programming of its choice. The Reserved Time shall be at a mutually agreeable time between the hours of 7:00 a.m. to 9:00 a.m. Sundays.

5. **Licensee's Programming Discretion.** Nothing herein shall be construed as limiting in any way Licensee's rights and obligations as the licensee of the Station to make the ultimate programming decisions for the Station. Licensee shall be responsible for ensuring that the Station's overall programming is responsive to community needs and in the public interest. Broker's programming shall be broadcast in conformity with the regulations and restrictions set forth in Attachment 1, which are an integral part of this Agreement. Broker agrees to abide by the standards set forth in Attachment 1 in its programming and operations. Licensee has the authority, in its sole discretion, to reject and refuse to transmit any programming produced or proposed by Broker that Licensee in its good faith deems to be contrary to the public interest. Licensee shall notify Broker, unless such notice is impractical or impossible, at least one (1) week in advance of any such preemption of Broker's programming for the purpose of broadcasting programs that Licensee deems necessary to serve the public interest. In the event of any such preemption, Broker shall receive a pro-rated credit for the preempted time against the monthly payment required herein.

6. ***Broker's Rights in Programming.*** All right, title and interest in and to the programming produced or provided by Broker, and the right to authorize the use of the programming in any manner and in any media whatsoever, shall be and remain vested at all times solely in Broker.

7. ***Compensation.*** In consideration of the broadcast time provided to Broker pursuant to this Agreement, Broker shall pay Licensee the fees set forth in Attachment 2 hereto. Licensee shall be solely responsible for collection of all accounts receivable for sale of airtime for commercial announcements broadcast prior to the term of the Agreement.

8. ***Expenses.***

a. Broker shall employ and be responsible for the salaries, taxes, insurance and all other costs related to all personnel used in the production of the programming.

b. Broker shall have no authority over and shall not supervise persons in the employ of Licensee after the Effective Date.

c. Broker shall be responsible for all direct and indirect costs of the production and delivery of Broker's programming, including but not limited to: (i) all costs for the power and utilities at Broker's facilities where programming is produced; (ii) insurance costs related to Broker's equipment and assets used in its business operations; (iii) costs related to the maintenance of the studio and equipment necessary for the production and delivery of Broker's programming; (iv) salaries, payroll taxes, insurance, and related costs of all personnel employed by Broker in connection with production and delivery of the programming, promotion of that programming, and the sale of advertising on that programming; (v) income, gross receipts, sales, real property, personal property, excise, or any other taxes of any nature whatsoever related to Broker's ownership of its assets or the programming provided to the Station; and (vi) all performing rights, licensing fees for music and other material contained in the programming provided by Broker.

d. Broker shall be responsible for all direct and indirect costs of the broadcasting and delivery of Broker's programming, including but not limited to: (i) all costs for the power and utilities at Licensee's transmitter facilities; (ii) insurance costs related to Licensee's equipment and assets used in transmitter site operations; and (iii) costs related to the maintenance of the transmitter and equipment necessary for the delivery of Broker's programming.

e. For the avoidance of doubt, in addition to the expenses described in paragraphs (a) – (d) above, Broker shall be responsible for all other expenses incurred by Broker in connection with the Station or this Agreement, except for the expenses listed in Attachment 2 and Section 15(d), which shall be paid by Licensee but then reimbursed by Broker, in accordance with Attachment 2 and Section 15(d), as applicable.

9. ***Assignment of Certain Agreements and Rights.***

a. All cash accounts receivable for broadcasts on the Station, which occur prior to the Effective Date (the "Accounts Receivable") shall belong to Licensee and for broadcasts which occur thereafter shall belong to Broker.

b. During the term of this Agreement, Broker shall have the right to use the call letters of the Station, as they then exist, in the programming in conformance with the rules of the FCC. Broker shall have the right to use the call letters of the Station in correspondence and in promotion related to the programming; *provided, however,* that during the term hereof, any use of the call letters as part of letterhead or in any other preprinted form such as, but not limited to, checks, invoices or business cards, shall also include the name of Broker, and shall clearly indicate that Broker provides programming services for the Station. Broker shall not use any other trademarks, logos, or other intellectual property of Licensee without prior written consent of Licensee. Broker acknowledges that it has no authority to bind the Licensee, the Station or any affiliate thereof to any agreement, contract, obligation or understanding of any nature whatsoever. Broker shall not enter into any agreement, contract, obligation or understanding of any nature whatsoever, whether or not related to the programming, by using the call letters of the Station, Licensee's name, or any other name or device that might result in the Licensee, the Station or any affiliate

thereof being bound or in any way obligated thereby at any time.

10. **Use of Facilities.** Effective during the term of this Agreement, Seller hereby grants to Buyer a non-exclusive, revocable, non-assignable license to utilize and access the broadcast studios (the “Studios”) and tower and transmission site (the “Transmission Site”) of the Station presently located at the 236 Admiral Drive Annapolis, MD 21401 Studio Site for the exclusive purpose of operating broadcast facilities of the Station pending Buyer’s relocation of the Station broadcast operations to another facility (the “License”). Buyer shall not use the Admiral Way Studio Site for any purpose other than as expressly provided herein and shall have no authority to, and shall not, in any way, interfere with or impair the efficient workflow of Seller’s employees or other individuals who perform work duties at the Admiral Way Studio Site, contractors and invitees nor restrict Seller’s use and enjoyment of the Admiral Way Studio Site. Buyer will take good care of and will maintain in good condition the portions of the Admiral Way Studio Site to which it shall require access, will not suffer any waste or injury thereto and will not make any modifications or alterations thereto. Buyer will conduct all of its operations while at the Admiral Way Studio Site in accordance with all applicable laws. Buyer shall maintain in full force and effect with one or more reputable insurance companies acceptable to Seller and licensed to do business in the State of Maryland one or more policies of insurance acceptable to Seller for commercial general liability, property, auto and worker’s compensation naming Seller as additional insureds. Buyer shall provide Seller on or before the Effective Date with a certificate of insurance evidencing the foregoing coverages.

11. **Representations, Warranties, and Covenants of Broker.** Broker represents and warrants to, and covenants with Licensee that:

a. Broker has the legal right, power, and authority to enter into this Agreement and to fully perform its obligations hereunder, and its performance hereunder does not and shall not violate the terms of any other agreements by which it is bound or to which it is a party.

b. The programming provided by Broker for broadcast on the Station shall comply with the Communications Laws, and with all programming standards established by Licensee as may be communicated by Licensee from time to time. The programming shall also meet all industry standards for technical quality. Broker shall be responsible for the delivery of programming to the Station’s transmitter by whatever technical means Broker deems appropriate. On or before October 7 and January 7 of every year during the term and upon request from Licensee, Broker shall provide to Licensee a list of significant community issues addressed in the programming provided by Broker during the preceding quarter and the specific programming that addressed such issues.

c. Broker shall obtain, at its own cost and expense, music licenses for the music in the programs it provides for broadcast. The performing rights to all music contained in its programming shall be licensed by BMI, ASCAP, or SESAC or shall be in the public domain.

d. Broker shall cooperate with Licensee in making time available in programming supplied to the Station by it for broadcasting proper station identification announcements as required by FCC rules and regulations.

e. Broker shall not cause or permit any liens, encumbrances, foreclosures, contractual defaults, or outstanding balance of any kind or nature whatsoever which would impede or impair Broker’s ability to meet its obligations under this Agreement.

f. Broker shall promptly pay any and all expenses or obligations of any kind or nature relating to the provision of programming when such expenses become due.

g. Broker shall provide to Licensee monthly documentation of the programs it has broadcast which address problems, needs, and interests of the Station’s communities. Broker shall provide local news and public affairs programming relevant to the Station’s communities and of sufficient quality to assist Licensee in satisfying its obligations to respond to the needs of the community.

h. Broker shall forward to Licensee within twenty-four (24) hours of receipt by Broker, any letter from a member of the general public addressing the Station's programming or documentation which comes into its custody which is required to be included in the Station's online public file or which is reasonably requested by Licensee.

12. **Representations, Warranties, and Covenants of Licensee**

Licensee represents and warrants to, and covenants with, Broker that:

- a. Licensee has full power and authority to conduct its business as currently conducted.
- b. This Agreement has been duly executed and delivered by Licensee, and is valid, binding and enforceable against Licensee in accordance with its terms. Licensee has full right, power, authority and legal capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.
- c. No consent, license, approval or authorization of or exemption by, or filing, restriction or declaration with, any governmental authority bureau, agency or regulatory authority, other than the filing of this Agreement with the FCC, is required in connection with the execution, delivery or performance of this Agreement and to consummate the transactions contemplated hereby.
- d. Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in the breach of any term, condition or provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any property or assets of Licensee pursuant to any agreement or other instrument to which Licensee is a party or by which any part of its property is bound, or violate any law, regulation, judgment or order binding upon Licensee.
- e. No statement made by Licensee to Broker and no information provided or to be provided by Licensee to Broker pursuant to this Agreement contains or will contain any untrue statement of material fact.
- f. The Station's facilities comply with applicable laws and regulations and broadcast to the full power and height authorized for it by the FCC. Licensee is not in material violation of any statute, ordinance, rule, regulation, order or decree of any federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which material default or violation would have an adverse effect on Licensee's ability to perform this Agreement. During the term of this Agreement, Licensee shall maintain the transmission facility and the broadcast output with the same quality, normal wear and tear excepted, to broadcast to the same power and height as Station is presently authorized by the FCC. Any maintenance work, other than emergency repairs, which prevent the operation of the Station at full power and maximum facility, shall not be scheduled without giving at least forty-eight (48) hours notice to Broker, unless Broker waives such notice.

13. ***Political Time.*** At least ninety (90) days before the start of any primary or general election campaign and as soon as practicable following commencement of this Agreement, Broker shall clear with Licensee the rates to be charged political candidates for federal elective office to be sure that the rate is in conformance with applicable law and policy. Broker shall provide Licensee with access to all its books and records regarding the pricing of advertising sold on the Station in order to confirm that the political rate is correct. Within twenty-four (24) hours of any request to purchase time on the Station on behalf of a candidate for public office or to support or urge defeat of an issue on an election ballot, Broker shall report the request, and its disposition, to Licensee so that appropriate records can be placed in the Station's public file.

14. ***Indemnification.***

a. To the extent not covered by Licensee's insurance policies, Broker shall indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, and expenses

(including reasonable attorneys' fees) arising out of (i) programming exclusively provided by Broker, and (ii) any breach by Broker of its representations, warranties, covenants, or obligations under this Agreement.

b. To the extent not covered by Broker's insurance policies, Licensee shall indemnify and hold harmless Broker from and against any and all claims, losses, costs, liabilities, damages, and expenses (including reasonable attorney's fees) arising out of (i) programming exclusively provided by Licensee and (ii) any breach by Licensee of its representations, warranties, covenants, or obligations under this Agreement.

c. The indemnification obligations of this Section 14 shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations and the conclusion and payment of all judgments which may be rendered in all litigation which may be commenced prior to such expiration.

d. The party seeking indemnification under this Section ("Indemnitee") shall give the party from whom it seeks indemnification ("Indemnitor") prompt notice, in accordance with Section 20, of the assertion of any such claim; provided, however, that the failure to give notice of a claim within a reasonable time shall only relieve the Indemnitor of liability to the extent it is materially prejudiced thereby. Promptly after receipt of written notice, as provided herein, of a claim by a person or entity not a party to this Agreement, the Indemnitor shall assume the defense of such claim; provided, however, that (i) if the Indemnitor fails, within a reasonable time after receipt of written notice of such claim, to assume the defense, compromise, and settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor (upon notifying the Indemnitee of its election to do so) to assume the defense of such claim at any time prior to the settlement, compromise, judgment, or other final determination thereof, or if in the reasonable judgment of the Indemnitee, based on the advice of its counsel, a direct or indirect conflict of interest exists between the Indemnitee and the Indemnitor, the Indemnitee shall (upon notifying the Indemnitor of its election to do so) have the right to undertake the defense, compromise, and settlement of such claim on behalf of and for the account and risk of the Indemnitor (it being understood and agreed that the Indemnitor shall not be entitled to assume the defense of such claim), and (ii) if the Indemnitee in its sole discretion so elects, it shall (upon notifying the Indemnitor of its election to do so) be entitled to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of counsel so employed shall (except as contemplated by clause (i) above) be borne solely by the Indemnitee. The Indemnitor shall not settle or compromise (x) any claim or consent to the entry of any judgment that does not include as an unconditional term thereof the grant by the claimant or plaintiff to each Indemnitee of a release from any and all liability in respect thereof, or (y) any claim in any manner, or consent to the entry of any judgment, that could reasonably be expected to have a material adverse effect on the Indemnitee. If upon presentation of a claim for indemnity hereunder, the Indemnitor does not agree that all, or part, of such claim is subject to the indemnification obligations imposed upon it pursuant to this Agreement, it shall promptly so notify the Indemnitee. Thereupon, the parties shall attempt to resolve their dispute, including where appropriate, reaching an agreement as to that portion of the claim, if any, which both concede is subject to indemnification. To the extent that the parties are unable to reach some compromise, either party may unilaterally submit the matter for determination by a court of competent jurisdiction.

15. ***Termination; Effect of Termination.***

a. The term of this Agreement is subject to the limitations that:

i. Any of the parties may terminate this Agreement; *provided*, such party is not then in default of any of its material obligations hereunder, if any other party is in default of any of its material obligations hereunder and has not cured such default within ten (10) days after receipt of written notice of default from a non-defaulting party.

ii. This Agreement shall terminate automatically upon the occurrence of any of the following:

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

(2) Broker fails to pay any sum due and owing under this Agreement to Licensee within five (5) days of the due date for such payment;

iii. Broker shall have the right at its sole option to terminate this Agreement upon the occurrence of the following:

(1) Licensee, pursuant to this Agreement, preempts or substitutes other programming for that supplied by Broker during fifteen percent (15%) or more of the total hours of operation of the Station during any calendar month.

b. In the event of termination hereunder, Licensee shall be under no further obligation to make available to Broker any further broadcast time or broadcast transmission facilities, and Broker shall have no further obligation to make any payments to Licensee hereunder. All unperformed agreements and contracts for advertising to be aired during Broker's time shall automatically belong to Licensee who shall perform such agreements and contracts for which it shall be entitled to collect and receive the money derived therefrom. Broker shall remit to Licensee any money or consideration it shall have received as pre-payment for such unaired advertising. Broker shall be entitled to all uncollected revenue for advertising already broadcast over the Station prior to such termination, and Licensee shall pay over to Broker any sums received in respect of same.

c. In the event of termination hereunder, Licensee shall be entitled to immediately terminate the broadcast of Broker's programming and shall be entitled to utilize self-help to retake possession of any tangible personal property used by Broker and physical premises occupied by Broker which are the property of Licensee through all legal means.

d. Notwithstanding anything to the contrary herein, in the event of termination or expiration hereunder, Licensee shall have the right but not the obligation to extend the Winchester Studio Site License, with respect to the Transmitter Site, the Studios, or both, for such additional period of time as determined by Licensee in its sole discretion and as provided in a written notice from Licensee to Broker, as if the provisions of Section 10 of this Agreement remained in full force and effect notwithstanding such termination or expiration (the "License Extension"). For and in consideration of any License Extension, Broker hereby agrees to pay to Licensee fees of \$500 in connection with the use of the Transmission Site (if the License Extension pertains to the Transmission Site) and \$750 as expense reimbursement in connection with access to the Studios (if the License Extension pertains to the Studios) (the "Extension Studio Reimbursement"), each per month and prorated for partial months, which fees shall each be paid in advance and shall be due and payable on the first day of each month while the License Extension is in effect. The expenses covered by the Extension Studio Reimbursement shall be the following: (i) Station employee expenses pursuant to Section 18(b); (ii) utilities; (iii) repairs and maintenance of technical equipment at the Station; (iv) group insurance, prorated in respect of only the employees described in Section 18(b); (v) commercial insurance, prorated in respect of only the real and personal property comprising the Station and the operation of the Station; and (vi) FCC regulatory fees for the Station. For the avoidance of doubt, the parties agree that the Extension Studio Reimbursement is a reasonable estimate of the expenses allocable to Broker in connection with access to the Studios, and Broker shall not be entitled to an itemized statement of expenses to substantiate such amount.

16. ***Intentionally Omitted.***

17. ***Insurance.*** Licensee and Broker shall each maintain insurance on their respective property associated with this Agreement.

18. ***Regulatory Requirements.***

a. Licensee shall operate the Station in conformity with the Communication Laws and all other applicable federal, state, and local rules. Notwithstanding anything to the contrary set forth in this

Agreement, Licensee shall be solely responsible for the management, operation, and regulatory compliance of the Station, including, specifically, control over the Station's finances, personnel, and programming. A manager of the Station shall be accountable to Licensee and shall direct the day-to-day operation of the Station. Broker shall not exercise any control over the day-to-day operations of the Station.

b. Licensee shall retain, on a full-time, part-time or contract basis, a qualified engineer who shall be responsible for maintaining the transmission facilities of the Station. Licensee shall employ a manager, as that term is defined by the rules and regulations of the FCC (who may also hold the position of engineer), who shall be responsible for insuring compliance by the Station with the technical operating and reporting requirements established by the FCC.

19. **Payola/Plugola.** Neither Broker nor its agents, employees, consultants, or personnel shall accept any consideration, compensation, gift, or gratuity of any kind whatsoever, regardless of its value or form, including but not limited to, a commission, discount, bonus, material, supplies, or other merchandise, services, or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Communication Laws.

20. **Notices.** All notices and other communications permitted or required hereunder shall be in writing and any payment, notice, or other communications shall be deemed given by (a) personal delivery, (b) U. S. certified mail, postage prepaid, with return receipt requested, or (c) a nationally recognized overnight carrier, in each case addressed as follows:

If to Licensee, to: Christopher J Roth
BMSC Media, LLP
350 Canyon Park Drive
Pelham, AL, 35124
E-mail:rothamfm@gmail.com

With a copy to: Turbo Tech Services
Jim Turvaville
360 Patton Street – PX Box 144
Mobeetie, TX 79061
E-mail: jimturbo61@gmail.com

If to Broker, to: Todd Bartley
VICTORY MEDIA OF MARYLAND, LLC
1990 Valley Road
Annapolis, MD 21401

With a copy to: Edinger Associates PLLC
Attn: Scott Woodworth
1875 I St NW Ste 500
Washington, DC 20006

or to such other person or address as any of the parties may specify to the others in writing from time to time. Notice shall be deemed to have been given upon actual receipt.

21. **No Agency.** No agency relationship among the parties shall be expressed or implied by the terms of this Agreement, nor shall this Agreement be construed to create a joint venture or partnership among the parties. None of the parties shall hold itself out as an agent, partner, or joint venture with any of the others. All contracts for the sale of airtime, purchase orders, agreements, sales materials, and similar documents produced or executed by Broker shall

be executed in the name of Broker, and not on behalf of the Station or Licensee, and shall represent that Broker is not the licensee of the Station.

22. **Entire Agreement.** This Agreement (including all attachments, exhibits and schedules) embody the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like written instrument signed by each party hereto.

23. **Further Assurances.** Each of the parties shall execute and deliver such additional documents and take such further actions as are reasonably necessary for the purposes of carrying out this Agreement.

24. **Broker.** The parties agree to indemnify and hold each other harmless against any claims from any broker or finder based upon any agreement, arrangement, or understanding alleged to have been made by the indemnifying party.

25. **Assignment.** None of the parties shall assign its rights or delegate its duties under this Agreement without the other parties' prior written consent, which consent shall not be unreasonably withheld or delayed. Any such assignment or delegation by any of the parties in contravention of this Section 25 shall be null and void. Notwithstanding the foregoing, in the event that Broker or an affiliate of Broker elects to purchase the Station, then Broker shall be released from his obligations under this Agreement upon Closing. In the event that Licensee sells the Station to a third party unrelated to Broker, then this Agreement shall terminate upon the filing of the FCC Form 314 Assignment Application for such transaction.

26. **Compliance with Law.** The parties agree that throughout the term of this Agreement, each party shall comply with all laws and regulations applicable in the conduct of Station's business.

27. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and permitted assigns.

28. **No Waiver; Remedies Cumulative.** No failure or delay on the part of Broker in exercising any right or power hereunder 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 Licensee and Broker herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

29. **Force Majeure.** Any failure or impairment of facilities or any delay or interruption in broadcasting Broker's programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, or force majeure or due to causes beyond the control of Licensee, shall not constitute a breach of this Agreement and Licensee will not be liable to Broker with respect to facilities that failed or were impaired or not furnished.

30. **Severability.** In the event that any of the provisions contained in this Agreement become or are held to be invalid, illegal, or unenforceable, it shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

31. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its choice of law provisions.

32. **Headings.** The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

33. **Counterparts.** This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original

handwriting on the same physical document.

34. **Amendment.** This Agreement may be modified or amended only in writing and signed by the parties hereto.

35. **Certifications.**

a. Pursuant to Section 73.3555(a)(2)(ii) of the FCC's rules, Licensee hereby certifies that it maintains ultimate control over the Station's facilities, including, specifically, control over the Station's finances, personnel employed by the Licensee, and programming broadcast by the Station.

b. Broker hereby certifies that this Agreement complies with the provisions of paragraphs (a)(1) and (e)(1) of Section 73.3555 of the FCC's rules.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BROKER: VICTORY MEDIA OF MARYLAND, LLC

By: _____
Todd Bartley
Managing Member

LICENSEE: BMSC Media, LLP

By: _____
Christopher J Roth
Executive Vice President/CFO

ATTACHMENT 1

REGULATIONS AND RESTRICTIONS

Broker agrees to cooperate with Licensee in the broadcasting of programs of excellence and for this purpose to observe the following regulations in the preparation, writing, and broadcasting of its programs.

1. **Respectful of Faiths.** The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.
2. **No Denomination Attacks.** Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.
3. **No Plugola or Payola.** The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor with proper Sponsorship Identification, is prohibited.
4. **No Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.
5. **Election Procedures.** At least ninety (90) days before the start of any primary or regular election campaign for federal elective office and as soon as practicable following commencement of this Agreement, Broker will clear with Licensee's General Manager, rates Broker will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and station policy.
6. **Required Announcements.** Under Licensee's ultimate supervision, Broker shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station and (ii) any other announcements that may be required by law, regulation, or station policy.
7. **Commercial Record Keeping.** Broker shall not receive any consideration in money, goods, services, or otherwise, directly or indirectly (including to relatives) from any persons or company for the presentation of any programming over the Station without reporting the same in advance to and receiving the prior written consent of Licensee's General Manager. No commercial messages ("plugs") or undue references shall be made in programming presented over Station to any business venture, profit making activity, or other interest (other than noncommercial announcements for *bona fide* charities, church activities, or other public service activities) in which Broker (or anyone else) is directly or indirectly interested without the same having been approved in advance by the General Manager and such broadcast being announced and logged and sponsored.
8. **No Illegal Announcements.** No announcements or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.
9. **Licensee Discretion Paramount.** In accordance with the Licensee's responsibility under the Communication Laws, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with Station policy or which in Licensee's sole judgment would not serve the public interest.
10. **Programming Prohibitions.** Broker shall not broadcast any of the following programs or

announcements.

- a. **False Claims.** False or unwarranted claims for any product or service.
- b. **Unfair Imitation.** Infringements of another advertiser's rights through plagiarism or illegal imitation of program copy, or any other unfair competition.
- c. **Obscenity/Indecency/Profanity.** Any programs or announcements that are slanderous, obscene, profane, indecent, or vulgar, either in theme or in treatment.

Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

In any case where questions of policy or interpretation arise, Broker should submit the same to Licensee for decision before making any commitments in connection therewith.

ATTACHMENT 2

COMPENSATION

Reimbursement of Expenses. The Broker agrees to reimburse the Licensee for all reasonable, customary and usual operating expenses of the Station including: (i) the electricity costs for the Station's transmitter sites, (ii) the cost of routine equipment repairs and/or service components not covered by the Licensee's insurance, (iii) the general property and casualty and general liability insurance costs related to the transmitter site. (iv) the monthly cost of the Tower studio rent. The amount of each monthly payment shall be \$0 in connection with the use of the Transmission Site (the "Transmission Reimbursement"), and expense reimbursement only in connection with access to the Studios (the "Studio Reimbursement"), each per month and prorated for partial months, which shall each be due and payable in advance on the first day of each month during the Term. The expenses covered by the Studio Reimbursement shall be the following: (i) Station employee expenses pursuant to Section 18(b); (ii) utilities; (iii) repairs and maintenance of technical equipment at the Station; (iv) group insurance, prorated in respect of only the employees described in Section 18(b); (v) commercial insurance, prorated in respect of only the real and personal property comprising the Station and the operation of the Station; and (vi) FCC regulatory fees for the Station. For the avoidance of doubt, the parties agree that the Studio Reimbursement is a reasonable estimate of the expenses allocable to Broker in connection with access to the Studios, and Broker shall not be entitled to an itemized statement of expenses to substantiate such amount. Notwithstanding the foregoing, the parties agree that the payment for any initial partial month and for one full month's Transmission Reimbursement and Studio Reimbursement shall be due and payable at Closing.

Failure to Broadcast. Broker recognizes that all or part of the purchased time may not be broadcast over the air due to preemption pursuant to Section 5 of the Agreement or to events beyond the reasonable control of Licensee, including, without limitation, acts of God and government, strikes and other labor difficulties. In the event scheduled programming referenced herein is not broadcast for any such reason, with the exception of transmitter or related technical difficulties, Licensee shall prorate and credit amounts payable under the Agreement as Broker's exclusive remedy hereunder. In no event shall Licensee be liable for any consequential or incidental damages relating to their failure or inability to air scheduled programming. If Broker, for any reason, fails to deliver programming for any portion of the time it has purchased, Broker shall not be entitled to any abatement of charges provided herein, and Station shall have the right to substitute programming of its choosing and to retain the revenues from any advertising broadcast in any such period.

Agreement to Purchase As detailed further in the Asset Purchase Agreement, by this Time Broker Agreement, Broker agrees to purchase assets of Licensee as provided in the Asset Purchase Agreement. As payment for the Acquired Assets, Broker will pay to Licensee and/or for the benefit of Licensee the amount of Seventy Eight Thousand Dollars (\$78,000) (the "Purchase Price") on or before December 31, 2023 and without prepayment penalty. Failure of the Broker to pay the Purchase Price is considered as a default under the terms of the Asset Purchase Agreement.