

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this "Agreement") is made as of **September 1, 2023** by and between **WXDE** a radio station owned and operated by **Forever Media of DE, LLC** ("Licensee"), and Jim Weller an individual, ("Programmer").

WHEREAS, Licensee owns and is authorized to operate radio station **WXDE** (the "Station") licensed to **Lewes, DE**, pursuant to licenses issued by the Federal Communications Commission (FCC), and Programmer desires to utilize the facilities of the Station to broadcast such programming of its selection as set forth herein using the facilities of the Station.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, Licensee and Programmer, intending to be bound legally, hereby agree as follows:

Section 1. Programming. Licensee agrees to make available to Programmer broadcast time on the Station and the stations internet stream as set forth in this Agreement. Programmer shall provide programming of its selection, including commercial, non-commercial and promotional matters, public service announcements, and other suitable programming, all as determined by Programmer (collectively, the "Programming"). Programmer agrees to include an announcement in form satisfactory to Licensee at the beginning, middle and the conclusion of the Programming to indicate that Programmer has purchased the airtime. All time on the Station not reserved to Programmer pursuant to Section 2 hereof shall be available for use by Licensee. Licensee reserves the right to sell up to twelve (**12**) minutes of commercial inventory per hour as advertising time on and for its own account to be broadcast/streamed during the hours Programmer is programming the Station, subject to the Additional Specifications contained in Schedule A of this Agreement. Schedule A, given the public nature of this Time Brokerage Agreement, all compensation amounts redacted. However, Programmer is, and will continue to be obligated to compensate Licensee in accordance with Licensee's/Programmer's sales agreement for Programmer's programming.

Section 2. Time.

(a) During the Term, subject to the terms and conditions of this Agreement, Licensee shall broadcast on the Station during the broadcast times specified in Schedule A (the "Broadcast Time") the Programming provided by Programmer.

(b) As between Licensee and Programmer, Programmer owns all right, title and interest in and to the Programming and all parts thereof and has exclusive rights to all the Programming. Licensee may not rebroadcast, simulcast or make available all or any portion of the Programming without the express written consent of Programmer.

(c) Licensee shall have the right, in its sole discretion, to preempt any broadcasts of the Program (including any commercials contained therein) to air special events. Special events shall include, but not be limited to, news, weather, special sports events and other live programming. In the event Licensee preempts Programmer's Program (or portions thereof), or show fails to air as scheduled in its entirety due to other causes, the parties will exercise good faith efforts to reach an agreement with respect to the



broadcast of the preempted Program (or Programs) at a mutually-agreeable time either immediately following the special event or sports events, or within the next fourteen (14) days. If the parties are unable to reach an agreement within five (5) business days as to when the preempted Program (or Programs) will be broadcast on an alternative date and time, Programmer shall be entitled to a reduction in the fee that equals the value of the paid schedule for that week.

Section 3. Program Origination. Programmer will perform his Programming at the Station Location or transmit or cause to be transmitted the Programming to the Station's transmitting and streaming studio facilities. Programmer will provide its own phone lines or other mode for such transmission and/or equipment.

Section 4. Term. The term of this Agreement shall be set forth in Schedule A (the "Term"), unless earlier terminated as set forth in this Agreement. Following the Term, this Agreement shall not automatically renew, but may be renewed only upon the mutual written agreement of the parties. This Agreement may be terminated by either party upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and has failed to cure such breach within ten (10) days of written notice from the non-breaching party. Notwithstanding anything in this Agreement or Schedule A to the contrary, Programmer and Licensee may terminate this Agreement for convenience upon thirty days' written notice to the other.

Section 5. Fees. As consideration for the Broadcast Time made available hereunder during the Term hereof, together with the advertising and promotional services to be provided by Licensee as set forth in Schedule A, Programmer shall pay to Licensee a Fee as set forth in Schedule A and according to the payment schedule therein.

Section 6. Licensee Operation of the Station. Licensee shall be responsible for paying all direct and indirect operating costs of the Station. Licensee agrees to maintain the broadcast facilities of the Station to the highest professional and technical standards. To the extent that Programmer's broadcasts are interrupted or degraded due to technical problems, then, Licensee shall rebate pre-paid consideration to Programmer on a prorated basis. Exempt from this shall be matters subject to Section 22 of this Agreement.

Section 7. Programmer Responsibility. Programmer shall be solely responsible for all publicity or promotional expenses incurred by Programmer and all expenses incurred by Programmer in the origination and/or delivery of the Programming.

Section 8. Overriding Responsibility. Licensee, as the Station's licensee, has the (a) authority and obligation to remain in complete control of the operation of the Station, (b) right and obligation to make the ultimate decisions concerning the programming to be broadcast on the Station and (c) unrestricted authority to discharge its obligations to the public and to comply with the rules, regulations, and policies of the FCC. Licensee may terminate this Agreement immediately upon the failure of Programmer to abide by FCC rules and regulations and the Station's reasonable policies and procedures. Licensee shall retain the ultimate discretion to (d) reject or refuse to air such portions of the Programming as Licensee may, in its reasonable discretion, believe is unsuitable or contrary to the public interest and (e) preempt the broadcast of



the Programming for the broadcast of programming that is responsive to the needs of the Station's community of license. Licensee also shall retain the right, within its sole discretion, to interrupt or preempt Programmer's programming in the event of an emergency to air programming or a news or sports announcement that, in the sole judgment of Licensee, is of overriding public importance. In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, 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 reasonable discretion, would not serve the public interest.

Section 9. Special Programming Issues.

(a) Programmer shall not allow political, vaping, CBD oil, Marijuana, or any federal, state or locally illegal advertising in its Programming.

(b) Programmer will not conduct any game, contest or promotion on the Station and any form of gambling or promotion of gambling on the Programs is prohibited, further, no advertisements for gambling of any sort, or any other promotion of gambling of any sort, shall be permitted.

(c) The subject of religion and references to particular faiths, tenets and customs will be treated with respect at all times.

(d) The Programming will not be used as a medium for attack on any race, ethnic group, gender, nationality, disability, faith, denomination or sect or upon any individual or organization.

(e) Programmer will not knowingly broadcast any of the following programs or announcements:

(i) false, deceptive or unwarranted claims for any product or service;

(ii) infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy or any other unfair competition; and

(iii) any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment.

Section 10. Programmer's Representations, Covenants, and Warranties. Programmer hereby represents, covenants, and warrants to Licensee that:

(a) Programmer has full power and authority to enter into and carry out its obligations under this Agreement. Programmer represents warrants and certifies that it is not currently, nor will it during the term of this agreement be affiliated or seek affiliation, employed, or connected in any manner with any foreign individual, government, company, or enterprise.



(b) Programmer represents warrants and certifies that at all times during the terms of this Agreement comply with all Federal, State and local rules and regulations that relate to Product Endorsement, Sponsorship Identification and related content.

(c) Programmer shall cooperate with Licensee to ensure that all required Station Identification Announcements are broadcast during the Broadcast Time with respect to the Station as required by FCC rules and regulations.

(d) Programmer shall cooperate with Licensee to ensure that all required EAS announcements are broadcast during the Broadcast Time with respect to the Station as required by FCC rules and regulations.

(e) As of the date hereof, and throughout the Term, Programmer will have full authority to broadcast the Programming on the Station pursuant to the terms and conditions of this Agreement. Programmer shall not broadcast any material in violation of the Copyright Act or policies of the FCC. All music supplied by Programmer shall be:

(i) within the repertoire of ASCAP or SESAC or BMI during the Term;

(ii) in the public domain; or

(iii) cleared at the source by or on behalf of Programmer.

(f) In the event that any of the Programming is to be broadcast in whole or in part in any language other than English, Licensee shall have the absolute and unrestricted right to hire, at a cost to be borne solely by Programmer, one or more interpreters fluent in English and the language of the Programming to monitor the Programming, commercial and/or related matters and, at the request of Licensee, to provide to Licensee or Licensee's General Manager, accurate English language digests or transcripts of such Programming and/or Programming matter.

Section 11. Indemnification.

(a) Programmer shall indemnify and hold Licensee harmless against any and all claims, losses, costs, liabilities, damage and expenses (including reasonable legal fees and other expenses incidental thereto) arising from the broadcast of Programming as provided herein, including, but not limited to, slander, defamation, libel, illegal competition or trade practice, infringement of trademarks or trade names, violation of rights of privacy, and infringement of copyrights and proprietary rights, and any other violation of third party rights, FCC rules or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

Section 12. Payola. Programmer agrees that it will not accept in violation of applicable rules of the FCC any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value including, without limitation, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers.



unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such requirements.

Section 13. Non-Discrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, neither party hereto will discriminate in any contract for advertising on the basis of age, , gender orientation or ethnicity, and all such contracts will be evaluated, negotiated and completed with regard to same.

Section 14. Insurance. Each party shall maintain during the term of this Agreement, and for a period of at least two years thereafter (for claims made policies), a professional liability/errors and omissions policy in the amount of at least \$1,000,000 each wrongful act/aggregate covering the wrongful acts of the insuring party with respect to its operations. Programmer shall endorse its policy to include the Licensee, and its parents, subsidiaries, affiliates, employees and agents as additional insureds. Programmer shall deliver, upon request, a certificate of insurance to the Licensee evidencing compliance with the foregoing and upon renewal of the policy thereafter; however, failure to request this certificate shall in no way be deemed as a waiver of the obligation of the parties to maintain the coverages outlined herein.

Section 15. Assignment. Programmer may not assign its rights or obligations under this Agreement to a third party.

Section 16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 17. Entire Agreement. This Agreement, including Schedule A, embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements, and understandings relating to such subject matter. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the parties.

Section 18. Headings. The headings used herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.

Section 19. Governing Law. The internal laws of the State of Delaware and those applicable Federal State and Local rules and regulations that shall govern the construction, operation and performance of this Agreement.

Section 20. Notice. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by email transmission) addressed as set forth below:



Section 23. Successors and Assigns. This Agreement shall be binding and inure to the benefit of parties hereto and their respective successors and permitted assigns.

Section 24. This Time Brokerage Agreement replaces and supersedes the Time Brokerage Agreement for Jim Weller dated March 1, 2023.


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

LICENSEE:
Forever Media of DE, LLC

JIM WELLER

By: 
Name: Lynn A. Deppen
Title: Member 8/28/23

By: 
Name: Jim Weller
Title: Individual



SCHEDULE A

“Weller Does Delmarva Show”

1. The Weller Does Delmarva live show is to air from 7am to 9am on each Saturday morning from commencing September 2, 2023 and shall continue until terminated by either party as provided in the Agreement.
2. Jim Weller Programmer receives from Licensee 48 minutes of program time per hour to allow for Licensee news and commercials.
3. Jim Weller, Programmer also receives from Licensee quantity of thirty (30), thirty (30) second Weller Does Delmarva Show promos per week.
4. Jim Weller, Programmer is responsible for verbally announcing each paid live or recorded segment, mention, or commercial.
5. Jim Weller, Programmer is responsible to verbally announce, at the beginning and end, if any segments or portions of the Weller Does Delmarva Show are recorded,
6. Jim Weller, Programmer shall pay to Licensee during the term of this Agreement a prearranged per show fee as negotiated in advance in advance by the parties and as may change prospectively from time to time by written agreement by the parties.

