

BROADCAST TIME PURCHASE AGREEMENT

THIS BROADCAST TIME PURCHASE AGREEMENT ("Agreement") is made as of APRIL 5TH, 2021 between Radio Vermont, Inc. d/b/a WDEV-FM and WDEV(AM), studios at 9 Stowe Street, Waterbury, VT 05676 ("Licensee") and the following ("Charlie Papillo):

CHARLIE PAPILO RADIO NETWORK

Address: 72 CREEK GLEN, COLCHESTER VT. 05446

Contact Name: CHARLIE PAPILO

Contact Address: SAME

Contact Phone: 802-598-2744 Email: CHARLIE PAPILO 25@GMAIL.COM

Website: www. —

Recitals

A. Licensee owns and operates the following Vermont radio stations (the "Stations") pursuant to licenses issued by the Federal Communications Commission ("FCC"): WDEV-FM 96.1 (Warren); WDEV-AM 550 (Waterbury-Montpelier) and related FM translator W243AT 96.5 (Barre); Licensee's programming is also re-broadcast on independently owned FM translator W270BR (Island Pond).

B. Licensee desires to obtain programming for the Stations, and Programmer desires to provide programming for broadcast on the Stations on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin on a date designated by Programmer that is reasonably acceptable to Licensee and will continue until this Agreement is terminated in accordance with Section 8 or Section 9 below.

2. Programming. During the Term, Licensee shall make available to Programmer time on the Stations for programming provided by Programmer (the "Programs") as specifically set forth on Schedule A attached hereto. During the Term, Programmer will deliver the Programs to the Stations' studio facilities and Licensee shall broadcast the Programs on the Stations, subject to the provisions of Section 5 below.

non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended and federal election laws. Programmer shall release advertising availabilities to Licensee during the Programs as necessary to permit Licensee to comply with the political broadcast rules of the FCC. Programmer is not permitted to sell or otherwise commit time to any legally qualified political candidate or such candidate's committee, and Programmer shall not permit any legally qualified candidate for elected office to appear by identified or identifiable voice on any Program.

(c) No less frequently than at the beginning and conclusion of each Program (and, if Licensee so requests, at one or more times during such Program), Programmer shall make (or Licensee may insert) an announcement stating that such Program is "paid for" or "sponsored," and by whom. Each such announcement shall disclose the true identity of the Program's sponsor, and Programmer shall provide Licensee with complete, full and accurate information sufficient to allow Licensee to assess such announcement's compliance with the sponsorship identification requirements of the Communications Act and FCC rules.

(d) Prior to the broadcast of any Program, Programmer shall provide Licensee with a list of Programmer's chief executive officers, members of its executive committee, or members of its board of directors, to be placed in Licensee's public inspection file.

(e) During the Term, Licensee and Programmer will maintain music licenses with respect to the Station and the Programs, as appropriate.

6. Facilities. During the Term, solely in connection with the production and broadcast of the Programs, Licensee shall provide Programmer access to and use of Licensee's studio and office facilities for purposes of performing this Agreement. When on Licensee's premises, Programmer shall not act contrary to the terms of any lease for such premises or interfere with the business and operation of Licensee's use of such premises.

7. Representations. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of Vermont, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a

and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may place a copy of this Agreement in the Stations' public inspection files.

13. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Licensee, then to: WDEV Radio Vermont, Inc. P.O. Box 550 (9 Stowe Street) Waterbury, VT 05676.

if to Programmer, then to:

BUYER: CHARLIE PAPILLO
ADDRESS: 72 CREEK GUEN COLWATER VT 05446

14. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Vermont without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

15. Certifications. Licensee certifies that it maintains ultimate control over the Stations' facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO BROADCAST TIME PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

LICENSEE:

[SELLER]

By: 
Name: Ken Squier Steve Cormier
Title: President | General Manager
Email: ksquier@radiovemont.com

PROGRAMMER:

[BUYER]

By: 
Name: Charlie Papillo
Title: Host of Travels with Charlie
Email: CHARLIEPAPILLO25@GMAIL.COM