

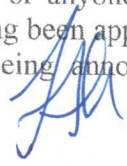
Time Brokerage Agreement

This Time Brokerage Agreement is made this August 30, 2019, by and between Forever Media of MD, LLC ("Licensee"), licensee of Station WINX (FM), Easton, Maryland ("Station"), and Mark Potter ("Timebroker").

- 1.0 **Programming.** Friday Night High School Football Game of the Week.
- 1.1 **Sold Time.** In consideration for the mutual obligations herein contained and the payment by Timebroker to Licensee of the sums of money provided for herein, Licensee agrees to sell and Timebroker agrees to buy, those certain segments of air time (hereinafter referred as "Sold Time") on the Station. Subject to the Rules and policies of the Federal Communications Commission ("FCC" or "Commission") and the limitations contained therein, Sold Time shall consist of High School football games and programs ("Games"). The Games schedule is located in this Agreement following the signature lines and shall not exceed four (4) hours in length. This Agreement is for year 2019 only.
- 1.2 **Licensee Preemption.** Timebroker's programming shall consist of local football games. Licensee may, from time to time, preempt portions of Sold Time to broadcast emergency information (EAS transmissions) or programs it deems would better serve the public interest and may refuse to broadcast any program and /or announcement of Timebroker should Licensee deem such program and or announcement to be contrary to the public interest or Station policies.
- 1.3 **Timebroker Announcements.** Timebroker shall broadcast (a) an announcement in form satisfactory to Licensee at the beginning of each hour to identify the Station's call sign and city of license, (b) an announcement at the beginning of each segment of Sold Time (I.E, at the beginning of each broadcast) to indicate that program time has been purchased by Timebroker, (c) sponsorship identification announcements for all commercial matter included in Sold Time that comply with the FCC's Rules, and (d) any other announcement that may be required by law, regulation, or Station policy.
- 1.4 **Scheduling.** Upon the request of Licensee, Timebroker shall provide for Licensee's approval a schedule detailing all of the programming matter to be transmitted by Timebroker for broadcast on the Station. Following such request, and Licensee will notify Timebroker by 5:00 pm on the Friday preceding the week for which the schedule has been provided of any objection licensee has to Timebroker's planned programming. Timebroker shall conform or alter its programming schedule to meet any such objections. Also, for any particular broadcast day, Timebroker shall

provide Licensee, within two (2) days following Licensee's request, program and traffic logs setting forth, respectively, all of the programming and commercial matter that was transmitted by Timebroker for broadcast on the Station. Such logs shall include notations that identify the subjects known to have been addressed in any public affairs and talk shows, public service announcements or other programs addressing local needs and interests, and shall identify the sponsor, the time and the duration of each commercial announcement. Timebroker shall also provide in a timely manner, upon Licensee's advance request, air checks of the Station's operations.

- 1.5 **Payments.** Total due per broadcast is shown on Attachment A. Should Timebroker fail or refuse at any time to timely make any payment required under this paragraph, then upon five (5) business days written notice to Timebroker, Licensee may declare this Agreement null and void such that all of Timebroker's rights hereunder shall be deemed forfeited and cancelled for all purpose, and Timebroker shall vacate the premises of the Station and remove all of its equipment, papers and materials immediately.
- 1.6 **Expenses, Station Property.** All Station equipment used by Timebroker must be maintained by the Timebroker and if damaged, must be repaired to the satisfaction of the Licensee.
- 1.7 **Expenses.** All expenses associated with the production and delivery of Timebroker's programming, including the salaries and related compensation of Timebroker's employees, agents, or representatives and all broadcast or other fees shall be the sole responsibility to Timebroker.
- 1.8 **"Payola and "Plugola".** Timebroker agrees that it will take steps consistent with broadcast industry standards to assure that its employees will not accept any consideration in money, goods, services, or otherwise, directly or indirectly (including to relatives) from any person or company for the playing of records, the presentation of any programming of the broadcast of any commercials announcement over the Station without reporting the name to the management of the Licensee and without such broadcast being announced as sponsored. Timebroker understands that violation of this provision is "payola" and constitutes a federal crime. It is further understood and agreed that no commercial message ("plug") or undue reference shall be made in programming presented over the Station to any business venture, profit-making activity or other interest (other than non-commercial announcements for bona fide charities, church activities other public service activities) in which Timebroker or anyone else are directly or indirectly interested without the same having been approved by the management of Licensee and said broadcast being announced as sponsored.



1.9 **Political Broadcasts.** Timebroker agrees that any commercial (spot), issue, or program time sold to any candidates for political office or person(s) supporting a candidate will be sold in strict accordance with FCC rules and regulations and will be supported by documentation as required by the FCC. Such documentation will be transmitted to Licensee in a timely manner for inclusion in the Station's "political file." Notwithstanding anything to the contrary in this Section 1.9, Timebroker expressly warrants that Timebroker will NOT accept, commit to accept, or place any political or issue commercial (spot), or program time within Timebroker's Games or programming without prior written approval from Licensee.

1.10 **Compliance with Laws/Indemnification.** Timebroker and Licensee shall comply in all material respects with all state, local and federal laws, rules and regulations, including the rules, regulations and policies of the FCC, as well as with all other obligations on its part under this Agreement, and the failure of either to do so shall constitute a breach of this Agreement. In the event of such breach, Timebroker or Licensee, as the case may be, hereby indemnifies, makes whole and holds harmless the other party, its officers, directors, shareholders and employees of and from any and all costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, which the other party may incur arising from such breach or default. Timebroker and Licensee hereby indemnify and hold each other harmless against all liability for libel, slander, illegal competition or trade practices, infringement of trade marks, trade names, or program titles; violation of rights of privacy; and infringement of copyrights and propriety rights resulting from the broadcast of programming furnished or broadcast by the other party. Further, Timebroker and Licensee agree to indemnify each other and hold each other and their respective officers, director, agents, stockholders and employees harmless from any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from the furnishing of broadcasting or programming on the Station. These mutual obligations shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitation and the conclusion and payment of all judgements which may be rendered in all litigation which may have been commenced prior to such expiration. Licensee and Timebroker each warrant that they will materially comply with all of the rules and regulations of the FCC and in the event of a breach of this warranty, the party not in breach may terminate this Agreement without penalty so long as the breach is not a result of its own actions.

1.11 **Control of Station.** Anything to the contrary in this Agreement notwithstanding, Licensee shall retain ultimate control of all aspects of the Station's operations and Timebroker shall in no way represent itself or hold itself out as the Station's licensee.

IN WITNESS WHEREOF, the Licensee and Timebroker have set their hands the day and year first above written.

For Licensee:




Lynn A. Deppen
President, Forever Media of MD, LLC

8/30/19

Date

For Timebroker:



Mark Potter
Timebroker

8/30/19

Date

Attachment A is on the following page.

Attachment A to TBA

Games Schedule (Mark Potter) for year 2019:

Preview Show, Friday 8/30/19, 8pm to 9pm.

Game Dates, Fridays listed 9/6/19 to 11/1/19 usually involve 3 to 3.5 hour broadcast with main

game usually approximately 7pm to 9pm and Overtime Live Mid-Shore Scoreboard Show

approximately 9pm to 10pm. Some slight variations in start times may occur throughout the

season, depending on game locations.

Game Dates year 2019:

Friday 9/6

Friday 9/13

Friday 9/20

Friday 9/27

Friday 10/4

Friday 10/11

Friday 10/18

Friday 10/25

Friday 11/1

*Friday 11/8

*Friday 11/15

*Friday 11/22

*Friday 11/29

*December 3/4/5

*Playoff games; ONLY air if a local team advances.

Fee Schedule

Aug 30 - Preview Show - \$100

Sept 6 - Nov 1 - Game & Wrap-up Show - \$400

Nov 8 - Dec 5 - Playoff Game Only - \$300

\$3700 PLUS playoff games (suspect we will have 3, maybe 4 playoff games BUT who knows)

