

## WRZR TIME BROKERAGE AGREEMENT

Time Brokerage Agreement (Agreement) dated as of December 29, 2017 by and between Hembree Communications, Inc (Licensee), The Licensee of Radio Station WRZR FM, 94.5MHZ (The Station) and Dubois County Broadcasting, Inc (Broker).

WHEREAS, Licensee has available broadcasting time and is engaged in the business of radio broadcasting on the Station, and

WHEREAS, Broker desires to avail itself of station's broadcast time for presentation of programming service, including the sale of advertising time.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contains, the parties hereto have agreed and do agree as follows:

1. Facilities. Licensee agrees, beginning on January 1, 2018, to make airtime and transmission services available to Broker and to broadcast on the Station, or cause to be broadcast. Broker's programs (the "Programming") which may originate either from Broker's own studios or from Licensee's. Programming is described in Attachment I hereto. The compensation to be paid to Licensee shall be as set forth in Attachment II hereto.
2. Payments. Broker hereby agrees, beginning on January 1, 2018, to pay Licensee for the broadcast of the programming hereunder the amounts specified in Attachment II monthly. Payments are due and payable by the 10<sup>th</sup> of the succeeding broadcast month, subject to adjustment for any payment credit. The failure of Licensee to demand or insist upon prompt payment in accordance herewith shall not constitute a waiver of its right to do so. Broker shall receive payment credit for any programming not broadcast by the station, such credit to be determined by multiplying the monthly payment by the ratio of the amount of time preempted or not accepted to the total number of hours of Programming each month.
3. Term. Subject to the intervening termination of this Agreement after a sale of the Station by Licensee as provided in paragraph 20 below, the term of this agreement shall be for a period of five (5) years beginning on January 1, 2018. Thereafter, Broker shall have the right to extend the Agreement for three (3) additional periods, each for five (5) years, at the rates provided in Attachment II. Each five (5) year option is renewed automatically by this agreement, unless Broker sends Licensee written notice six (6) months prior to renewal date of Broker's intent to terminate the agreement.
4. Programs. Broker shall furnish or cause to be furnished the artistic personnel and material for the programming and all programming shall be in accordance with The Federal Communications Commission (FCC) rules and requirements, including, without limitation, the Commission's rules on plugola/payola, lotteries, station identification, political programming and political advertising rates. All advertising ads and promotional material or announcements shall comply with all applicable federal, state and local regulations and policies and shall be produced in accordance with quality standards established by Broker and Licensee.

5. Station Facilities:

- 5.1 Operation of Station. The station operates in accordance with the authorizations issued to it by the Federal Communications Commission with an effective radiated power of 1800 watts from an antenna mounted such that its center of radiation is 139.4 meters above average terrain. Throughout the term of this agreement, Licensee shall make the Station Available to Broker for operation and broadcast with the maximum authorized facilities twenty-four (24) hours a day, seven (7) days a week, except downtime occasioned by routine maintenance not to exceed two (2) hours each Sunday morning between the hours of 12 midnight and 6:00AM. Any maintenance work affecting the operation of the station at full power shall be scheduled upon at least twenty-four (24) hours prior notice with the agreement of Broker, such agreement not to be unreasonably withheld.
- 5.2 Interruption of Normal Operations, If the Station suffers loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the station to operate with its maximum authorized facilities, Licensee shall immediately notify the Broker, and shall undertake such repairs as necessary to restore the full-time operation of the station with its maximum authorized facilities within seven (7) days from the occurrence of such loss or damage.
6. Handling of Mail. Except as required to comply with FCC Rules and Policies, including those regarding the maintenance of the public inspection file (which shall at all times remain the responsibility of the Licensee). Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with programs broadcasts hereunder unless Licensee at the request of Broker has agreed in writing to do so.
7. Programming and Operations Standards. Broker agrees to abide by the standards set forth in paragraph 4 hereto in its programming and operations. Broker further agrees if, in the sole judgment of the Licensee, Broker does not comply with said standards, Licensee may suspend or cancel any program not in compliance. Broker agrees not to make any material changes in the programming during the last six (6) months of the (1) The initial term, (2) The first extension, (3) the second extension, (4) the third extension, unless agreed to by both Licensee and Broker.
8. Responsibility for Broker's Expenses. Broker shall be responsible (1) for salaries, taxes, insurance and related costs for all of its personnel utilized in the production of programming supplied to Station as well as in the sale of all advertising included with that programming, (2) for all costs incurred in program and commercial production, to the extent said production is done by Broker, and (3) billing and accounts receivable collection. Music License fees shall be paid by the Broker.
- During the term of this Agreement, the Broker shall be responsible for and shall maintain and deliver to the Licensee, such records and information in its possession which may be required by the FCC to be placed in the public inspection files of the station pertaining to the broadcast of political programming and advertisements which Broker has sold, in accordance with the provisions of Sections 73.1940 (Broadcast of candidates for public office) and 73.3526 (Local public inspection file for commercial stations) of the Commission's rules and to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with provisions of Section 73.1212 (Sponsorship identification) of the Commission's rules.

9. Advertising and Programming Revenues. Broker shall retain all revenues from the sales of advertising time on the programming it delivers to the Station for broadcasts and may sell such advertising in combination with the sale of advertising on stations WBDC FM, Huntingburg/Jasper, IN; WAXL FM, Santa Claus, IN; WORX FM and WXGO AM, Madison, IN; and/or WJTS TV, Jasper, IN or any other broadcasting stations of its choosing.
10. Operation of Station. Notwithstanding anything herein to the contrary, Broker shall provide programming in compliance with all of the rules and regulations of the Federal Communications Commission and shall be solely responsible for meeting all of the Commission's requirements with respect to its local service obligations, including, but not limited to, its obligation in its absolute discretion to preempt its programming, broadcast programming of interest to the listeners in the station's city-grade contour, covering local community issues for its issues/programs lists and maintaining the public inspection file. Licensee shall be responsible for insuring that qualified control operators monitor and control the station's transmissions at all time, in full conformity with FCC requirements. Licensee and Broker shall pay their creditors in timely fashion consistent with good reasonable efforts. Broker shall be responsible for all salaries, taxes, insurance, and related costs for all personnel utilized in the management and operation of the station. Licensee shall have the right to take any other actions necessary to comply with the laws of the United States, The State of Indiana and rules, regulations, and policies of the Federal Communication Commission. Licensee is responsible for payment and maintenance of licensing through the Federal Communications Commission. Broker shall have the sole rights to use of the WRZR logo, 94.5 FM, "The Razor" and such branding as created by Broker during the term of the brokerage agreement. All intellectual property of WRZR is the property of Broker.
11. Special Events. Licensee reserve the right in its discretion, to preempt any broadcasts of the programs referred to herein, and to use part or all of the time contracted for herein by Broker for broadcast of special events of importance. In all such cases, Licensee will use its best efforts to give Broker reasonable notice of its intention to preempt such broadcast or broadcasts, and, in the event of such preemption, Broker shall receive payment credit for the broadcasts so omitted.
12. Force Majeure. Any failure or impairment of facilities or any delay or interruption in broadcasting programs, or failure at any time to furnish facilities in whole or in part for broadcasting due to the acts of God, strikes, or threats thereof, force majeure, or due to causes beyond the control of the Licensee, shall not constitute breach of the Agreement, and Licensee will not be liable to Broker, except to the extent of allowing in each such case an appropriate payment credit for time not provided or broadcasts not carried based upon the pro rata adjustment to amounts due as specified in Attachment II calculated upon the length of time during which the failure or impairment exists or continues.
13. Right to use the Programming. The right to use the Programming and to authorize its use in any manner and in any media whatsoever shall be, and remain, vested in Broker.
14. Payola. Broker agrees that it will not accept any compensation or any kind of gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, materials, supplies or other merchandise, services or labor, whether or not

pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Broker agrees annually, or more frequently upon the request of Licensee, to execute and provide Licensee with an affidavit to that affect.

15. **Broker Compliance with Law.** Broker certifies that this Time Brokerage/Local Marking Agreement complies with the provisions of Section 73.3555 (Multiple ownership, overlapping signals) of the Commission's rules. Broker agrees that, throughout the term of the Agreement, Broker will comply with all the laws and regulations applicable in the conduct of Licensee's business and Broker acknowledges that Licensee has not urged, counseled or advised use of any unfair business practices.
16. **Licensee Compliance with Laws.** Licensee certifies that it maintains ultimate control over Station facilities. Licensee agrees that, throughout the term of the Agreement, Licensee will comply with all laws and regulations applicable in the conduct of Licensees business and Licensee acknowledges that Broker has not urged, counseled or advised the use of any unfair business practices.
17. **Indemnification.** Broker will indemnify and hold Licensee harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of Programming furnished by Broker. Licensee agrees to indemnify and to hold Broker and its stockholders, directors, officers, agents, employees, successors, and assigns harmless against all liability arising out of (I) material broadcast by Licensee other than the Programming and/or (ii) liabilities of the type described in the first sentence of this Paragraph that arise as a result of Licensee's alteration of any and/or all Programming prior to broadcast by Licensee. Broker's and Licensee's obligations to hold the other harmless against the liabilities specified above shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.
18. **Events of Default; Cure periods and Remedies.**
  - 18.1 **Events of Default; the following shall, after the expiration of the applicable cure periods, constitute Events of Default under the Agreement:**
    - 18.1.1 **Non-Payment.** Broker's failure to timely pay the consideration provided for in Paragraph 2 hereof;
    - 18.1.2 **Default in Covenants or Adverse Legal Action.** The default by either party hereto in the material observance or performance of any material covenant, condition or agreement contained herein, or if either party shall (a) make it general assignment for the benefit of creditors, (b) files or has filed against it a petition for bankruptcy ,for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within 60 days thereof, or, specifically and without limitation, if Licensee's or Broker's successors and assigns, including, without limitation, any assignee of the Commission license for the Station, refuses to abide

- by or terminates this Agreement during the term (initial or first, second or third extended terms) of this Agreement, such event shall constitute a breach by Licensee or Broker, as the case may be.
- 18.1.3 Preemption. Licensee preempts or replaces more than 15 hours in the aggregate of any programming or advertising supplied by Broker for broadcast over Station in any two consecutive calendar weeks. The parties agree that a default of this nature shall be an immediate default which cannot be cured.
- 18.2 Cure Periods. An event of Default shall not be deemed to have occurred until twenty (20) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default and specifying the actions necessary to cure within such period. This period may be extended for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially averse to the other party.
- 18.3. Termination Upon Default. In the Event of the occurrence of an Event of Default, the nondefaulting party may terminate this Agreement provided that it is not also in material default hereunder. If Broker has defaulted in the performance of its obligations, Licensee shall be under no further obligation to make available to Broker any further broadcast time or broadcast transmission facilities and all amounts accrued or payable to Licensee up to date termination which have not been paid, less any payments made on behalf of Licensee by Broker and any payment credits, shall immediately become due and payable. If Licensee has defaulted in the performance of its obligations hereunder, Broker may terminate this Agreement and receive from Licensee as liquidated damages [REDACTED]
- 18.4. Liabilities Upon Termination. Broker shall be responsible for all liabilities, debts and obligations of Broker accrued from the purchase of air time and transmission services including, without limitation, accounts payable, barter agreements and unaired advertisements, but not Licensee's federal, state, and local tax liabilities associated with Broker's payments to Licensee as provided for herein. With respect to Broker's obligations for consideration in the form of airtime, Broker may propose compensation to Licensee for meeting these obligations, but Licensee shall be under no duty to accept such duty to accept such compensation or to perform such obligations. Upon termination, Broker shall return to Licensee any equipment or property of the Licensee used by Broker, its employees or agents, in substantially the same condition as such equipment existed on the date of this Agreement, ordinary wear and tear expected.
19. Broker Termination Options. Broker may elect to terminate this Agreement at any time during the term hereof in the event that Licensee preempts or substitutes other programming that supplied by the Broker during fifteen (15) percent or more of total hours of operation of the Station during any calendar month. In the event Broker elects to terminate this Agreement pursuant to this provision, it shall give Licensee notice of such election at least thirty (30) days prior to the termination date. Upon termination, all sums owing to Licensee shall be paid and neither party shall have any further liability to the other except as may be provided by Paragraph 17 hereof. All property, broadcast, office or otherwise, purchased by Broker for the purpose of broadcast and general operation will remain the sole property of Broker in event of agreement termination. Equipment list shall be supplied by Broker if requested.

20. Right of First Refusal. Under existing Commission ownership rules, Broker shall have the right of first refusal to purchase Station in its own name or by its designee if Licensee elects to sell the Station and an offer is received which Licensee wishes to accept, said right of first refusal to operate as follows: if Licensee receives a written offer which it wishes to accept, it shall give written notice to Broker of such intent to sell specifying all of the terms and conditions of the offer and accompanying said notice with a copy of the offer. Following receipt of said notice by Broker, Broker shall have thirty (30) days within which to elect, by delivery of a writing confirming the election to Licensee at the address set forth in Attachment III hereto, to purchase the Station on the monetary terms and the conditions offered. If Broker does not elect to purchase the Station, then Licensee shall be free for a period of thirty (30) days from the day upon which Broker's said right to elect expires, to enter into a contract to sell the Station either subject to or free and clear of Broker's rights under this Agreement, as Broker and prospective counterparty may elect on the precise terms and conditions of the written offer presented to Broker. If Licensee does not enter into such contract to sell the Station within this thirty (30) day period, then this right of first refusal vested in Broker shall be reinstated.
- 20.1. Stock Option. Broker shall have the right of first opportunity to purchase any stock made available by the Licensee, its stockholders, et al. (Exception, if minor stockholder would want to sell stock to the other stockholder). Otherwise, Broker shall have first option to purchase Licensee's stock.
- 20.2 Local Marketing Agreement Payment. Should Broker exercise the opportunity to purchase the station from the Licensee, fifty (50) percent of the Local Marketing Agreement paid by Broker will be applied toward the purchase price. The total amount is not to exceed [REDACTED] however.
21. Termination as a Consequence of Governmental Action. In the event that federal, state or local governmental authority designates a hearing with respect to the continuation or renewal of any license or authorization held by Licensee for the operation of the Station or orders the termination of the Agreement and/or orders the curtailment in any manner material to the relationship between the parties hereto of the provision of Programming by Broker hereunder (such materiality to be determined by Broker at its sole discretion), and/or determines that other similar time brokerage agreements, in whole or in part, are contrary to public or agency policy, at its option, Broker may seek administrative or judicial appeal of or relief from such order(s) (in which event Licensee shall cooperate with Broker provided that Broker shall be responsible for legal fees incurred in such proceedings) or Broker shall notify Licensee that it will terminate this Agreement pursuant to this paragraph. If the Commission designates the renewal application or Licensee of the Station for a hearing as a consequence of the Agreement or for any other reason, Licensee shall be responsible for its expenses incurred as a consequence of the Commission proceeding; provided, however, that Broker shall cooperate and comply with any reasonable request of Licensee to assemble and provide to the Commission information relating to Broker's performance under this Agreement. In the event of termination upon such governmental action(s), Broker shall pay to Licensee any fees due but unpaid as of the date of termination as may be permitted by such action(s), and Licensee shall reasonably cooperate with Broker to the extent permitted to enable Broker to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such

programming that which otherwise would have been paid to Broker thereunder. Thereafter, neither party shall have any liability to the other.

## 22. Representations and Warranties

22.1 Mutual Representations and Warranties. Both Licensee and Broker represent that they are legally qualified, empowered, and able to enter into this Agreement, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which either party is subject or by which it is bound.

22.2 Licensee's Representations, Warranties and Covenants. Licensee makes the following further representations, warranties and covenants:

22.2.1 Authorizations. Licensee owns and holds all licenses and other permits and authorizations necessary for the operation of the Station as presently conducted (including licenses, permits and authorizations issued by the Commission), and such licenses, permits and authorizations will be in full force and effect for the entire term, unimpaired by any acts or omissions of Licensee, its principals, employees or agents. There is not now pending or, to Licensee's best knowledge, threatened, any action by the Commission or other party to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses, permits or authorizations, and, to Licensee's best knowledge, no event has occurred that allows or, after notice or lapse of time or both, would allow, the revocation or termination of such licenses, permits or authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station as presently conducted. Licensee has no reason to believe that any such license, permit or authorization will not be renewed during the term of this Agreement in its ordinary course. Licensee is not in 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 default or violation would have an adverse effect on Licensee or its assets or on its ability to perform the Agreement.

22.2.2 Filings. All reports and applications required to be filed with the Commission (including ownership reports and renewal applications) or any other governmental agency, department or body in respect of the Station have been, and in the future, will be, filed in a timely manner and are and will be true and complete and accurately present the information contained therein. All such reports and documents, to the extent to be kept in the public inspection files of the Station, are and will be kept in such files. Upon request by Licensee, Broker shall provide in a timely manner any such information in its possession which will enable Licensee to prepare, file or maintain the records and reports required by the Commission.

22.2.3 Facilities. All of the Station's equipment necessary to operate the Station according to with good engineering standards necessary to deliver a high quality technical signal to the area served by the Station, and with all applicable laws and regulations (including the requirements of the Communications Act and the rules, regulations, policies and procedures of the Commission promulgated thereunder).

All capital expenditures reasonably required to maintain the quality of the Station's signal shall be made promptly at the direction of Licensee. Said expenses to be reimbursed by Broker.

- 22.2.4. **Payment of Obligations.** Licensee has no agreement, contract, commitment or understanding to broadcast on the Station on or after the date specified in Paragraph I hereto, any programs or commercial matter. Licensee and Broker shall pay in a timely fashion all of their respective debts, assessments and obligations relating to or affecting the operations of the Station, as they come due from and after the effective date of this Agreement.
- 22.2.5. **Insurance.** Broker will maintain in full force and effect throughout the term of the Agreement insurance with responsible and reputable insurance companies or associations covering such risks (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims against personal injury or death or property damage and such other insurance as may be required by law) and in such amounts and on such terms as is conventionally carried by broadcasters operating radio stations with facilities comparable to those of the Station. Any insurance proceeds received by Licensee in respect of damaged property will be used to repair or replace such property so that the operations of the Station conform to this Agreement.
23. **Publicity.** Licensee shall not issue any press release or otherwise make any public statement with respect to the transactions contemplated herein except as may be required by law or regulation or as agreed by Licensee and Broker.
24. **Modification and Waiver.** No modification or waiver of any provision of this Agreement shall in any event be effected unless the same shall be in writing and signed by the party adversely affected by the waiver or modification, then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.
25. **No Waiver Remedies Cumulative.** No failure or delay on the part of the Licensee or Broker in exercising any right of 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 discountenance of steps to enforce such a right of power, preclude any other or further exercise thereof or the exercise of any other right of 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.
26. **Construction.** This Agreement shall be construed in accordance with the laws of the State of Indiana, and the obligations of the parties hereto are subject to all federal, state, or municipal law or regulations now or hereafter in force and to the regulations of the Commission and all other government bodies or authorities presently or hereafter to be constituted.
27. **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.
28. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Licensee and its respective successors and assigns, including, without limitation, any assignee of

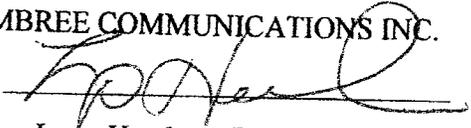
the Commission license for the Station. This Agreement shall terminate immediately upon the sale of or transfer of Dubois County Broadcasting, Inc. to a third party other than spouse or children of Paul E. Knies unless agreed to otherwise.

29. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be binding and effective as of the date on which the executed counterparts are exchanged by the parties.
30. Notices. Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or mailed by certified mail or courier, postage prepaid, with return receipt requested, and addressed in accordance with the listing set forth in Attachment III hereto.
31. Entire Agreement. This Agreement embodies 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 alterations, modifications or change of this Agreement shall be valid unless by like written instrument.
32. Severability. The event that any of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable shall not affect any other provision hereof, and this Agreement shall be construed as if invalid, illegal, or unenforceable provisions had not been contained herein, subject to Broker's right to terminate pursuant to Paragraph 19 hereof.

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

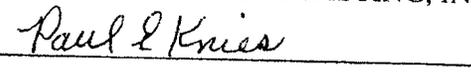
HEMBREE COMMUNICATIONS INC.

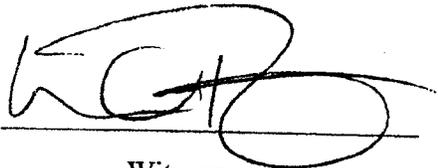
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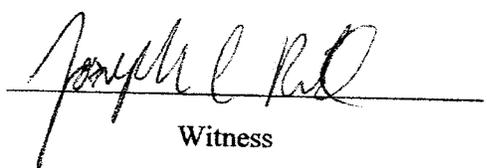
  
Larry Hembree, President

DUBOIS COUNTY BROADCASTING, INC.

BY:

  
Paul E. Knies, President

  
Witness

  
Witness

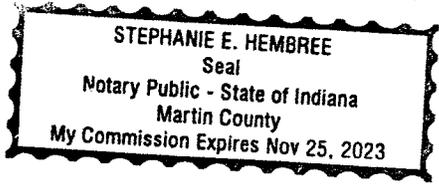
State of Indiana )

County of Martin ) SS:

Before me appeared Larry Hembree, duly authorized representative of Hembree Communications, Inc., who acknowledged the execution of the foregoing Lease on this 30 day of December 2017.

My commission expires: Nov. 25, 2023

Stephanie Hembree Notary Public residing in Martin, IN.



State of Indiana )

County of Dubois ) SS:

Before me appeared Paul E. Knies, duly authorized representative of Dubois County Broadcasting, Inc., who acknowledged the execution of the foregoing Lease on this 29<sup>th</sup> day of Dec. 2017.

My commission expires: 2-27-22

Charlene Marie Leistner Notary Public residing in Dubois County, IN.

## TIME BROKERAGE AGREEMENT

### ATTACHMENT I

Broker's Programming will be an entertainment format, which may include news as well as promotions (including on-air giveaways) and contests. Programming may include commercial matter, including both program and/or spot announcement forms, as well as public service information. Licensee shall broadcast Broker's Programming over the Station on up to a 24-hour a day, seven days a week basis, at the Broker's discretion, subject to Licensee's rights to preempt or refuse to broadcast as provided in this Agreement, and the Broker's right to corresponding payment credits.

TIME BROKERAGE AGREEMENT

ATTACHMENT III

Any notice which either party may desire to give the other hereunder may be given personally or mailed certified mail or other courier, postage prepaid, and shall become effective upon return of certified receipt.

To the Licensee: Larry Hembree  
Hembree Communications, Inc.  
514 JFK Avenue  
Loogootee IN 47553

Or to Broker: Paul E. Knies  
Dubois County Broadcasting, Inc.  
458 Third Avenue  
P.O. Box 1009  
Jasper, IN 45747-1009