


TIME BROKERAGE AGREEMENT

 This Time Brokerage Agreement ("Agreement") is made as of this ^{1st} day of ~~FEB.~~ ^{BROADCASTING} 2021, by Ozark Media, Inc. ("Broker"), a Missouri corporation, and Benne Media of the Ozarks, L.L.C., ("Programmer"), a Missouri limited liability Company, ("Buyer").

WHEREAS, on the effective date hereof Broker will be the Licensee of KFLW, 98.9 MHz, St. Robert, MO, (the "Station");

WHEREAS, Programmer desires, in conformity with the rules and policies of the Federal Communications Commission ("FCC") and this Agreement, to produce and present radio programming over the Station;

WHEREAS, Broker desires to accept the programming produced by Programmer and to make broadcasting time on the Station available to Programmer on terms and conditions which conform to FCC rules and policies and to this Agreement;

WHEREAS, Broker as "Seller" and "Programmer" as Buyer have entered into an agreement ("Purchase Agreement") regarding the sale of the Station by Seller to Buyer; and

WHEREAS, this Agreement and the Purchase Agreement are interrelated according to their respective provisions.

NOW, THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. Sale of Station's Air-Time.

A. Scope. Beginning at the time of signing of this agreement (hereinafter "Commencement Date"), Broker shall make available to Programmer substantially all the Station's air-time, as set forth in this Agreement, for broadcast or programming produced Programmer. Programmer shall provide entertainment programming of its selection, together with commercial matter, news, public service announcements, and other suitable programming for broadcast on the Station.

B. Term. The term of this Agreement shall commence on the Commencement Date and shall expire on the closing of the Purchase Agreement.

C. Expenses of Operation. Programmer shall pay all monthly operating expenses, but does not inherit the stations debt service or payments.

D. Certifications. Pursuant to Section 73.3555(a)(2)(ii) of the FCC's Rules, Broker certifies it maintains ultimate control over the Station's facilities, including specifically control over Station finances, personnel and programming, and Programmer certified this Agreement complies with the provisions of Section 73.3555(a)(1) and (e)(1) of FCC's Rules.

2. Broker's Responsibilities and Operational Expenses. Broker shall be responsible for, and pay in a timely manner, all costs of operating the Station, including but not limited to, music Broker fees (i.e., ASCAP, BMI and SESAC), production music license fees and software license fees, utilities, tower rent, and reasonable maintenance costs for the Station's transmitters and antenna systems and its main studio ("Operating Expenses"); provided however, no payroll or related expenses with respect to any employee of Broker shall be considered an "Operating Expense." On or before the fifteenth (15th) of each month, Broker shall deliver to Programmer an invoice for the Operating Expenses for the previous month, supported by copies of all invoices or other statements, which together constitute the invoice to Programmer. The invoice shall be paid by Programmer not later than five (5) business days after delivery.

3. Programmer's Responsibilities. Programmer shall employ and be responsible for the salaries, taxes, insurance, and related costs for all personnel used in the production of the programs supplied to the Stations hereunder, and all other costs incurred by Programmer for the production of such programs. Programmer shall be responsible for any expenses incurred in the origination and/or delivery of programming for any remote location to the Station's transmitter site, and for any publicity or promotional expenses incurred by Programmer. Programmer shall use due care in the use of any equipment or other property of Broker. Programmer shall reimburse Broker for any damage (normal wear and tear excepted) to Broker's equipment or other property caused by Programmer or any employee, contractor, agent or guest of Programmer. Such reimbursement shall be made within five (5) business days of Broker's written notice to Programmer of the cost of such damage. In lieu of reimbursement, Programmer, at its entire expense, may repair or replace the damaged property within five (5) business days of Broker's above-referenced written notice. Such repair or replacement shall be subject to the approval of Broker, which approval shall not be unreasonably withheld.

4. Ancillary Broadcast Rights. Programmer shall have the right to transmit, or permit third parties to transmit, over the Station's subcarriers. Programmer shall be entitled to all revenues generated by such subcarrier transmissions.



5. Advertising and Programming. Programmer shall be entitled to all revenue from the sale of advertising, underwriting or programming broadcast on the Station on or after Commencement Date.

6. Broker Control of Programming. Programmer recognizes that the Broker has full authority to control the operation of the Station. The parties agree that Broker's authority includes, but is not limited to, the right to reject or refuse such portions of Programmer's programming which Broker reasonably believes to be contrary to the public interest; provided however, that Broker shall use its best efforts to give Programmer prior notice of Broker's objection to Programmer's proposed programming, including the basis for such objection, and a reasonable opportunity to substitute acceptable programming.

7. Programmer's Indemnification. Programmer shall indemnify, defend, and hold harmless Broker from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) or every kind, nature, and description, arising out of (i) Programmer's broadcasts under this Agreement; (ii) Programmer's use of Broker's equipment or other property; (iii) any misrepresentation or breach of any warranty of Programmer contained in this Agreement; and (iv) any breach of any covenant, agreement, or obligation of Programmer contained in this Agreement.

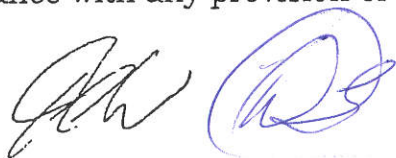
8. Broker's Indemnification. Broker shall indemnify, defend, and hold harmless Programmer from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, arising out of (i) Broker's broadcasts under the Agreement; (ii) any misrepresentation or breach of any warranty of Broker contained in this Agreement; and (iii) any breach of any covenant, agreement or obligation of Broker contained in this Agreement.

9. Miscellaneous. The following provisions shall apply to this Agreement.

A. Assignment. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

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

C. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties and supersedes any and all prior agreements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or conditions hereof, or consent

Two handwritten signatures in blue ink are located at the bottom of the page. The signature on the left is a stylized 'JH' and the signature on the right is a stylized 'R'.

pursuant to this Agreement will be effective unless evidenced by an instrument in writing signed by the party to be charged therewith.

D. Headings. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

E. Governing Law. This Agreement and the interpretations thereof are subject to applicable federal, state and local law, rules and regulations, including the Communications Act of 193, as amended, and the rules and regulations of the FCC. The construction and performance of this Agreement will be governed by the laws of the State of Missouri, except for the choice of law rules used in that jurisdiction.


F. Notices. All notices, requests, demands, and other communication pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally or mailed by certified mail, return receipt requested, postage prepaid, or by an overnight carrier that provides a written confirmation of delivery, addressed as follows:

If the notice is to Broker:

Dalton C. Wright, President
Ozark Media
100 E. Commercial St.
Lebanon, MO 65536
With a copy to

Thomas J. O'Neil
O'Neil & O'Neil
301 N. Adams
Lebanon, MO 65536
tom@oneiloneil.com

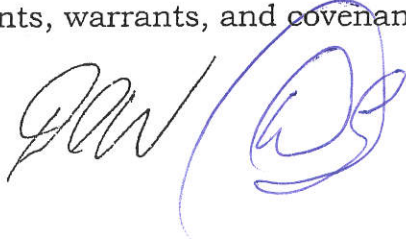
If the notice is to Programmer:

Denny Benne, Manager 
Benne ~~Media~~ ^{BROADCASTING} of the Ozarks, L.L.C.
160 Highway 42
Kaiser, MO 65047
dennybenne@bmail.com

Either party may change its address for notices by written notice to the other given pursuant to this Section.

G. Venue. Any litigation seeking to enforce any provision of, or based on any right arising out of this Agreement shall be brought either in a court of the State of Missouri or in the United States District Court serving Lebanon, Missouri. The parties agree that those courts shall be the exclusive forums for all such actions, and hereby waive any objection to venue in those courts based on the doctrine of forum non convenience or otherwise.

H. Broker's Representations, Warranties and Covenants. Broker hereby further represents, warrants, and covenants:



(a) Filings. To the best of Broker's knowledge, all reports and applications required to be filed within the last two (2) years with the FCC (including ownership reports and renewal applications) or any other governmental entity, department or body in respect of the Station have been, and in the future will be, filed by Broker in a timely manner and are and will be true and complete in all material respects. All such reports and documents, to the extent required to be kept in the public inspection files of the Station, are and will be kept in such files.

(b) Insurance. Broker will maintain in full force and effect throughout the term of this 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 insurance as may be required by law and as is customary and usual in the broadcast industry) and in such amounts and on such terms as is conventionally carried by broadcasters operating a radio Station with facilities comparable to those of the Station. Is normally a continuation of current policy and reimbursed for the proportion time policy is in effect. Any insurance proceeds received by Broker in respect of damaged property will be used to repair or replace such property so that the operation of the Station conforms with this Agreement.

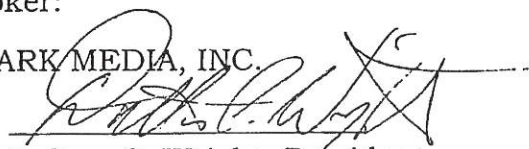
I. No Partnership or Joint Venture Created. Nothing in this Agreement shall be construed or interpreted to make Broker and Programmer partners or joint ventures, or to make one an agent or representative of the other, or to afford any rights to any third party other than as expressly provided herein. Neither Programmer nor Broker is authorized to bind the other to any contract, agreement or understanding. Programmer and Broker acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties, and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

In Witness Whereof, the parties hereto have executed this Time Brokerage Agreement on the day and year first written above.

Broker:

OZARK MEDIA, INC.

By:


Dalton C. Wright, President

Programmer:

 **BROADCASTING**
Benne Media of the Ozarks, L.L.C.

By:


Denny Benne, Manager

