

TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement (hereinafter, the "Agreement") is made this ____ day of October, 2021, by and between Friends of Christian Radio, Inc., a Montana non-profit corporation (hereinafter, the "Licensee"), and Hi-Line Radio Fellowship, Inc., a Montana non-profit corporation (hereinafter, the "Programmer"), (collectively, the "Parties").

WHEREAS, Licensee owns and operates the following broadcast facilities:

KGLE (AM) – Glendive, Montana (FCC Facility ID#11016)

(hereinafter, the "Station") which operate under an authorization issued to the Licensee by the Federal Communications Commission (hereinafter, the "FCC");

WHEREAS, Programmer is a noncommercial/educational broadcasting organization which desires to purchase program time on the Stations;

WHEREAS, Licensee wishes to air programming provided to it by the Programmer, including daily music, information, and talk programming, and related services on the Station;

NOW, THEREFORE, in consideration of the foregoing mutual promises contained in this Agreement and other consideration, the receipt, adequacy and sufficiency of which is acknowledged, the Parties to this Agreement hereby agree as follows:

SECTION 1 - PROGRAMMING:

Subject to the terms of the Agreement, Licensee agrees to make available to Programmer, program time on the Station as set forth in this Agreement. Licensee agrees to broadcast the programming on the Station without interruption, deletion, or edition of any kind except as otherwise expressly permitted under the terms of this Agreement.

SECTION 2 - TERM:

This Agreement shall commence on October 16, 2021, (the "Effective Date") and shall continue for a period of 12 months (the "Term"), unless it is terminated in accordance with the terms of this Agreement.

The actual dates the Station shall commence airing programming will vary, as Licensee and Programmer work cooperatively to set up the audio feed of Programmer's programming to the Station but shall be done as soon after the Effective Date as is possible.

It is further noted that the Licensee and Programmer are in the process of entering into an Asset Purchase Agreement through which, pending FCC approval, Programmer will purchase all assets of the Station from Licensee. At the Closing of this proposed purchase, this Agreement will be unnecessary and will automatically terminate at Closing.

SECTION 3 - PROGRAMMING SCHEDULE:

Programmer shall provide programming of its choosing complete with promotional, news, public service, and other appropriate programming 24 hours per day and seven days per week.

Licensee shall air all programming on the Station 24 hours per day and seven days per week as long as this Agreement remains in effect. Programmer shall produce and deliver all such programming to the Station at Programmer's sole expense and inconvenience and using its own studio equipment.

SECTION 4 - PUBLIC INTEREST RESPONSIBILITY:

Programmer and Licensee mutually acknowledge their responsibility to ensure that the Station serves the public interest of listeners within the areas served by the Station. Programmer and Licensee agree to work cooperatively to ensure that programming aired on the Station is in keeping with FCC Rules and Regulations, and addresses issues of public interest as required by the Rules.

Programmer and Licensee agree to work cooperatively to document programming aired on the Station to serve the public interest, and to work cooperatively to accurately and timely report such programming in the Station's FCC Online Public Inspection File, in accordance with current FCC rules.

SECTION 5 - PROGRAMMING COMPLIANCE BY LICENSEE:

Programmer and Licensee hereby acknowledge that, throughout the entire term of this Agreement, the Licensee shall remain in control and shall have full authority over the management and operation of the Station. Nothing herein shall be construed as limiting the Licensee's rights and obligations as an FCC licensee to make the ultimate programming decisions for the Station and to exercise ultimate control and responsibility over the operation of the Station. Licensee will remain responsible for the Station's compliance with FCC Rules and Regulations, and Licensee remains ultimately responsible for ensuring that the Station is airing programming appropriate to meet community needs and serve the public interest of listeners in the radio markets the Station serves.

In keeping with this, Licensee and Programmer agree that Licensee, at its sole discretion, may:

- a). Interrupt Programmer's programming in case of an emergency;
- b). Refuse to broadcast any programming provided to it by Programmer that Licensee, in good faith, deems to be contrary to serving the public interest;
- c). Interrupt programming provided by the Programmer if, in good faith, there is programming which Licensee deems necessary to air because it is of local or national significance to do so.

Licensee hereby acknowledges that it is familiar with the content proposed to be aired on the Station by the Programmer and that Licensee has been provided with a program schedule detailing the proposed programming to be aired on the Station by Programmer.

Programmer shall cooperate with Licensee in order to assure that all Legal IDs for the Station, as required by the FCC, are done in accordance with current FCC Rules and Regulations.

SECTION 6 - RESPONSIBILITY FOR OPERATIONS:

Throughout the Term of this Agreement, the Licensee shall remain responsible for the operation of the Station, and shall pay the costs associated with its operation.

Programmer shall be responsible to provide programming to be aired on the Station at its own expense and inconvenience. This shall include cost of labor, music royalties, any payment for performance rights to broadcast programming, promotional costs, and any other expenses

Programmer shall incur in staffing and operating its own studios to produce the programming to be aired on the Station, and delivering it to the Station.

The Licensee will appoint a General Manager to oversee operation of the Station, and such General Manager will have no connection or affiliation with the Programmer.

SECTION 7 - REPRESENTATIONS OF LICENSEE:

Licensee hereby represents to Programmer that the execution of this Agreement by Licensee has been duly authorized by all corporate action necessary for Licensee to enter into this Agreement, and that Licensee recognizes this Agreement to be a legally binding and valid obligation of the Licensee.

Licensee further asserts that its FCC License for the Station are in good standing with the FCC, and that it is not aware of any pending proceedings which may adversely affect its ability to perform its obligations under the terms of this Agreement.

Licensee agrees that it shall operate the Station and maintain the Station's transmission facilities in compliance with the Communications Act of 1934 and all applicable FCC Rules and Regulations, as amended.

Licensee further asserts that it will maintain its FCC Online Public Inspection File in accordance with all applicable FCC Rules and Regulations throughout the term of this Agreement.

SECTION 8 - REPRESENTATIONS OF PROGRAMMER:

Programmer hereby represents to Licensee that the execution of this Agreement by the Programmer has been duly authorized by all corporate action necessary for Programmer to enter into this Agreement, and that Programmer recognizes this Agreement to be a legally binding and valid obligation of the Programmer.

Programmer represents that the programming provided to Licensee for airing on the Station shall be, to the best of Programmers understanding and ability, in compliance with FCC Rules and Regulations, and shall include an adequate amount of programming intended to meet the public interest obligations of the Station.

SECTION 9 - DEFAULT BY PROGRAMMER:

Licensee may declare Programmer to be in default under the terms of this Agreement in the event:

- a). Programmer is found to be in violation of any other term of this Agreement.

SECTION 10 - DEFAULT BY LICENSEE:

Programmer may declare Licensee in default under the terms of this Agreement in the event:

- a). Licensee is found to be in violation of any term of this Agreement;
- b). Licensee fails to maintain operation of the Station transmission facilities in accordance with FCC Rules and Regulations, in accordance with sound engineering practices, or in a manner necessary for the Station to broadcast with the technical quality typical to a broadcast station;
- c). Licensee fails to maintain its FCC License or other authorizations necessary for the Station to continue to broadcast.

SECTION 11 - RIGHT TO CURE DEFAULT:

If either Party to this Agreement declares the other Party to be in default under the terms of this Agreement, the Party declaring the default shall promptly provide notification to the other Party, in writing, of the alleged default. Such notification shall be sent in accordance with the terms of Section 16 of this Agreement.

The Party in default of shall have 30 days from the date of said notice to cure the default.

In the event that circumstances exist which are completely out of the defaulting Party's reasonable control, and such circumstances render the defaulting Party unable to cure the default within the 30 days allowed by this Section, the defaulting Party shall have 30 days to cure the default commencing with the date upon which the defaulting Party could reasonably be expected to proceed with curing the default.

In the event the default is not cured by the defaulting party within the specified time period, then the party not in default may terminate this Agreement immediately upon written notice to the other Party.

Termination of this Agreement by the non-defaulting party does not, in anyway, limit the non-defaulting party from seeking any remedy against the other Party allowable by law.

SECTION 12 - INDEMNIFICATION:

Licensee shall indemnify, defend, and hold harmless Programmer and its officers, directors, employees, and agents from any and all losses, liabilities, damages, and expenses arising out of any misrepresentation, or breach of any warranty, obligation or covenant of Licensee, or breach of this agreement by Licensee, and against any fines or penalties assessed by the FCC due to the actions or failures of the Licensee.

Programmer shall indemnify, defend, and hold harmless Licensee and its officers, directors, employees, and agents from any and all losses, liabilities, damages, and expenses arising out of any misrepresentation, or breach of any warranty, obligation or covenant of Programmer, or breach of this agreement by Programmer. Programmer shall indemnify and hold harmless the Licensee from any loss arising out of any fines or penalties assessed by the FCC due to the actions or failure of Programmer.

SECTION 13 - FORCE MAJEURE:

Licensee and Programmer will not be liable for any failure or impairment of performance hereunder due to any causes or circumstances beyond its reasonable control. This includes, without limitation, acts of God, destruction or loss of equipment resulting from acts of God and not caused by act, omissions and/or failure to properly maintain or replace equipment as would be reasonably required by typical business practices of Licensee or Programmer; by failure of utility services such as commercial power or internet service; or other force majeure as that term is generally understood.

In the event of the occurrence of any such event, Licensee agrees to use its best reasonable efforts to resume performance as promptly as can reasonably be expected.

SECTION 14 - ASSIGNMENT OF AGREEMENT:

This Agreement shall be binding upon each Party's successors, heirs, and assigns. No Party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other Party, such consent shall not be unreasonably withheld.

SECTION 15 - NO PARTNERSHIP OR JOINT VENTURE IMPLIED:

Nothing contained in this Agreement shall be deemed to create a joint venture, partnership, or principal-agent relationship between Programmer and Licensee, and neither Party shall represent that any such relation exists between the Parties.

SECTION 16 - NOTICE:

All notices required under this Agreement shall be in writing, and such notices shall be deemed effective when delivered via personal delivery with proof of delivery by confirmation signature, or, upon delivery by an overnight courier or by the U.S. Postal Service via Certified Mail, with a confirmation signature.

Notices are to be sent to the following addresses, which may be changed at any time by either Party, by submitting a change of address to the other party in writing:

IF TO PROGRAMMER:

Hi-Line Radio Fellowship, Inc.
PO Box 2426
317 1st St.
Havre, MT. 59501

IF TO LICENSEE:

Friends of Christian Radio, Inc.
86 Seven Mile Drive
Glendive, MT. 59330

SECTION 17 - GOVERNING LAW:

This Agreement shall be construed as in accordance with the laws of the State of Montana.

SECTION 18 – SEVERABILITY:

If any provision or provisions contained in this Agreement are found to be invalid, illegal, or not enforceable, they shall not affect any other provision of this Agreement.

SECTION 19 - ENTIRE AGREEMENT:

This Agreement contains the entire Agreement and understanding between the Parties.

SECTION 20 - MODIFICATION OF AGREEMENT:

This Agreement may only be modified with the mutual consent of the Parties hereto, and any modification must be made in writing and shall not be considered valid without signatures of representatives of both Parties to the Agreement.

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

AGREED AND ACCEPTED:

LICENSEE:

Friends of Christian Radio, Inc.

Duane Domek
as Chairman of
Friends of Christian Radio, Inc.

PROGRAMMER:

Hi-Line Radio Fellowship, Inc.

Roger Lonnquist
as Network General Manager of
Hi-Line Radio Fellowship, Inc.