

## **TIME BROKERAGE AGREEMENT**

THIS TIME BROKERAGE AGREEMENT (this “Agreement”) is made as of June 1, 2019, (“Effective Date”) by and between Heathcock Communications, LLC, a Mississippi Limited Liability Company (“Programmer”), and Martin Broadcasting Company, a Mississippi corporation (“Licensee”).

### **Recitals**

A. WHEREAS, Licensee owns and operates radio broadcast stations WABO(AM), FCC Facility 40488, and WABO-FM, FCC Facility ID 40489, licensed to Waynesboro, Mississippi (the “Stations”) pursuant to authorizations issued by the Federal Communications Commission (the “FCC”); and

B. WHEREAS, Licensee and Programmer have entered into an Asset Purchase Agreement (“APA”) pursuant to which Programmer will acquire the assets and licenses of the Stations on or before May 31, 2021; and

B. WHEREAS, pending consummation of the acquisition by Programmer, Licensee has air time available on the Stations and wishes to make such air time available to Programmer pursuant to the terms and conditions of this Agreement; and

C. WHEREAS, Programmer has Programming (“Programming”) available that it wishes to broadcast on the Stations, all in accordance with the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC (the “FCC Requirements”).

### **Agreement**

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained in this Agreement, and intending to be legally bound hereby, Licensee and Programmer agree as follows:

#### **1. Effective Date and Term.**

1.1. Effective Date. This Agreement shall become effective as of 12:01 a.m. on June 1, 2019 (“Effective Date”), provided that the requirement in Paragraph 4 of this Agreement has been satisfied.

1.2. Term. The term of this Agreement (the “Term”) shall begin on the Effective Date and shall continue until the earlier of the date on which Programmer becomes the holder of the FCC authorizations for the Stations or May 31, 2021, unless earlier terminated pursuant to Section 11 of this Agreement. There is no presumption that the Term will be extended or renewed, except as may be provided in a subsequent agreement between Programmer and Licensee.

#### **2. Provision of Air Time.**

Licensee shall make the Stations available for the broadcast of the Programming, 24 hours a day, seven days a week, 365 days a year, except as follows. (a) Licensee may, at its

discretion, elect to broadcast programming of its own choosing to meet community needs and interests. All net revenues from the sale of pre-empted air time, whether for advertising or program time (including time sold to political candidates), shall be remitted by Licensee to Programmer promptly after receipt. In the event of pre-emption for other than urgent or emergency messages to the public or the provision of time to political candidates, Licensee shall credit against the following month's Monthly Fee the sum of Ten Dollars (\$10.00) per hour for the first two (2) hours per calendar week and Twenty-Five Dollars (\$20.00) per hour for hours in excess of two, with time rounded to the nearest one-quarter hour, up to a maximum credit of the full amount of the Monthly Fee plus Licensee's operating costs that would otherwise be reimbursable by Programmer incurred during the pre-empted time.

### 3. Broadcasting Obligations of Licensee and Programmer.

#### 3.1. Licensee's Obligations:

3.1.1. In consideration for the payments to be made by Programmer during the Term pursuant to Section 4 of this Agreement, Licensee shall make available to Programmer all of the airtime on both Stations, including FM subcarriers and digital channel capacity should Programmer choose to acquire and install, in its own name and at its sole cost, equipment capable of utilizing such FM capacity.

3.1.2. Licensee shall allow Programmer to occupy and use its studio and office facilities for the Station for the purpose of producing and broadcasting the Programming and conducting Programmer's business operations that pertain to the Stations, without rent beyond the consideration provided in Section 4 of this Agreement. Programmer shall reserve one desk for use by Licensee's General Manager. Programmer shall not remodel or substantially alter the building without Licensee's prior consent, which Licensee may grant or withhold at its sole discretion.

3.1.3. In addition, Licensee shall provide access to Programmer to the Emergency Alert System ("EAS") equipment at the Stations.

#### 3.2 Programmer's Obligations:

3.2.1. The Programming content (including advertising) shall at all times comply with the content and record-keeping requirements set forth in this Agreement and shall also comply with all other requirements of applicable federal and state laws, regulations, and governmental policies.

3.2.2. Programmer shall be responsible for all costs of producing the Programming, including, but not limited to, personnel and equipment.

3.3.3. Programmer shall be responsible for obtaining and paying the cost of all music and any and all other performance rights licenses required for the broadcast and performance of the Programming.

3.4.4 Programmer shall carry and pay the cost of insurance with responsible and reputable insurance companies or associations covering its business and programming operations, including workmen's compensation coverage for employees engaged in providing programming, sales and related services for the Stations; public liability insurance; insurance for claims against personal injury or death or property damage; and liability for defamation, invasion of privacy, trademark and copyright infringement, and other intellectual property violations, with a limit of not less than one million dollars (\$1,000,000.00) per incident and three million dollars (\$3,000,000.00) in the aggregate. Licensee shall be named as an additional insured party under such policies, and such parties must not be cancellable without at least thirty (30) days' notice to Licensee. Programmer shall provide Licensee with one or more certificates demonstrating compliance with Programmer's insurance obligations hereunder.

3.4.5. Programmer shall, at its sole cost and expense, provide routine maintenance and repair for all of the studio, office, and broadcast transmission equipment of the Stations. When major repair is necessary, or repair is not a reasonable option, Licensee will undertake repair or replacement, and Programmer will assist Licensee. Programmer shall reimburse costs incurred by Licensee for repair or replacement to restore comparable quality and functionality. Programmer has inspected the Stations' equipment and found it in satisfactory condition.

3.4.6. Programmer shall designate one or more of its employees to serve as Chief Operator for the Stations and will cooperate with Licensee in designating the appointment in writing.

3.4.7. All bills, statements, and invoices issued by Programmer for the sale of advertising or other air time shall fully and fairly reflect the amount of time sold and the nature and amount of consideration to be received by Programmer. All bills, statements, and invoices shall also state that Programmer does not discriminate in the sale of commercial time and will not accept advertising which is purchased with an intent to discriminate unlawfully on the basis of race or ethnicity.

#### 4. Consideration.

In consideration of the airtime, building occupancy, and other benefits made available to Programmer pursuant to this Agreement and the performance by Licensee of its other obligations under this Agreement, Programmer shall pay Licensee fees and expenses as set forth in Appendix B attached hereto. This Agreement will not be legally binding on Licensee until the full amount of fee for the first month has been received by Licensee in liquid and immediately available funds. Prior to such receipt, this Agreement will constitute an offer by Licensee that may be withdrawn at any time.

#### 5. Operation, Ownership and Control of the Station.

5.1. Control Vested in Licensee. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the FCC licensee of the Stations, Licensee shall have full authority, power and control over the operation of the Stations and over all persons employed by

Licensee. Licensee will bear the ultimate responsibility for the Stations' compliance with all applicable laws, including the FCC Requirements. Nothing contained herein shall prevent Licensee from: (a) rejecting or refusing Programs that Licensee believes in good faith to be unsuitable or contrary to the public interest; (b) refusing to broadcast any Program that does not meet the FCC Requirements or that in Licensee's reasonable discretion would reflect adversely on the Stations' or Licensee's reputation in the community, or (c) deleting any commercial announcements that do not comply with the FCC Requirements or the requirements of the Federal Trade Commission or any applicable state, local or federal law.

5.2. Licensee's Employees. Licensee will be responsible for arranging for the services of at least one managerial level person, who initially will be Nancy N. Martin, the present General Manager of the Stations.

5.3. Notice of Complaints and Comments. Programmer shall promptly provide Licensee with a copy of any letter of complaint or comment from the public that Programmer receives concerning any of the Programming for Licensee's review and inclusion in its public inspection files. Licensee shall promptly provide Programmer with a copy of any letter of complaint that it receives concerning any of the Programming.

5.4. Mutual Cooperation. Programmer and Licensee shall cooperate reasonably with each other as necessary to fulfill their rights and obligations hereunder.

## 6. Continuation of Current Programming and Renewal of Licenses.

6.1 No Change in Programming. Programmer shall continue the current programming of the Stations, including both entertainment format and non-entertainment programs, without significant change until such time as it becomes the Licensee of the Stations. Programmer shall cooperate with Licensee to ensure that the Programs include material that is responsive to community problems, needs and interests. Such cooperation shall include the provision of specific content as provided in Appendix A hereto. The AM and FM Stations shall continue to simulcast except on Sunday mornings, as is Licensee's current practice.

6.2 License Renewal. The process of renewing the FCC authorizations for the Stations will begin with broadcasting announcements starting December 1, 2019, and will include the filing of license renewal applications on or before February 3, 2020. If this Agreement is still in effect during that period, Licensee shall file appropriate applications for renewal of license; but Programmer shall cooperate fully with Licensee in timely broadcasting all announcements required by the FCC and in documenting the performance of the Stations from the Effective Date to the end of the current license term on June 1, 2020.

## 7. Political Time.

Licensee shall, with respect to the Stations, 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 broadcasting provisions of the FCC Requirements. Programmer shall cooperate with Licensee in complying with such provisions, and shall supply promptly to Licensee such information reasonably requested by Licensee for such

purposes. Programmer shall report to Licensee in writing, within one day of receipt (same day if within five (5) days of an election), any request for airtime by any federal, state, or local political candidate, including the name, address, and political affiliation of the candidate, the amount of time requested, and the disposition of such request (amount of time, if any, provided, and rates charged). Licensee, in consultation with Programmer, will develop a statement which discloses its political broadcasting rates and policies to political candidates, and Programmer will follow those respective policies in the sale of political programming and advertising for the Station. In the event that Programmer violates the political broadcasting provisions of the FCC Requirements, Programmer shall provide any rebates due to political advertisers and release advertising availabilities to Licensee during the Broadcasting Period sufficient to permit Licensee to comply with the political broadcasting provisions of the FCC Requirements. Net revenues (after any commissions and production costs) received by Licensee as a result of any such release of advertising time shall be for the account of Programmer.

#### 8. Call Letters and Frequencies.

During the Term, Licensee shall retain its rights to the Stations' call letters and any trade names, and shall not seek FCC consent to a modification of facilities which would have a material adverse effect upon the presently authorized coverage of the Stations. Licensee will not be obligated to honor any request by Programmer to change call letters. Programmer will not use any trade name or otherwise publicize either or both of the Stations with any four-letter combination in the format of broadcast call letters other than "WABO" and "WABO-FM."

#### 9. Station Revenues and Receivables.

9.1 Programmer shall be entitled to sell (and shall be solely responsible for) all commercial advertising on the Stations during the Term of this Agreement for its own account and shall be entitled to collect all accounts receivable arising therefrom and to retain all revenue of the Stations during the Term.

9.2 Programmer may collect all accounts receivable of the Stations as of the Effective Date and may retain 100% of all collections for its own account. If this Agreement is terminated without Programmer becoming the licensee of the Stations, all accounts receivable as of the date of termination shall thereafter be collected and retained by Licensee for its own account.

#### 10. Events of Default and Termination Other than at End of Term.

10.1 Programmer's Events of Default. The occurrence and continuation of any of the following will be deemed an Event of Default by Programmer under this Agreement:

10.1.1. Programmer fails to perform any of its covenants or agreements contained in this Agreement in any material respect; or

10.1.2. Programmer is in breach of any representation or warranty made by it under this Agreement in any material respect.

10.1.3. Programmer becomes the subject of a voluntary or involuntary bankruptcy proceeding that is not discharged or otherwise terminated within sixty (60) days after initiation, with no additional cure period beyond 60 days.

10.2 Licensee's Events of Default. The occurrence and continuation of any of the following will be deemed an Event of Default by Licensee under this Agreement:

10.2.1. Licensee fails to perform any of its covenants or agreements contained in this Agreement in any material respect; or

10.2.2. Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

10.3. Cure Period. Unless otherwise provided in this Agreement, a defaulting party shall have thirty (30) calendar days from the date on which it receives written notice specifying the Event of Default from the other party to cure any such Event of Default. If the Event of Default cannot be cured by the defaulting party within such time period but commercially reasonable efforts are being made to effect a cure or otherwise secure or protect the interests of the non-defaulting party, then the defaulting party shall have an additional period not to exceed thirty (30) days to effect a cure or a deemed cure. As an exception, the cure period for late payments under Section 4 shall be five (5) business days.

10.4. Termination for Uncured Event of Default. If an Event of Default by Programmer has not been cured or deemed cured within the periods set forth in Section 10.3 above, then Licensee may terminate this Agreement, effective immediately upon written notice to Programmer, and pursue all remedies available at law or in equity for breach of this Agreement, including, but not limited to, all remaining payments under this Agreement and eviction of Programmer from Licensee's studio and office building. If an Event of Default by Licensee has not been cured or deemed cured within the periods set forth in Section 10.3 above, then Programmer may terminate this Agreement, effective immediately upon written notice to Licensee, and pursue all remedies available at law or in equity for breach of this Agreement; *provided, however*, that in compliance with FCC policy, Programmer may not seek specific performance or any other governmental order directing Licensee to carry all or any of the Programming.

10.5 FCC Requirements. If Licensee is required to terminate or to modify this Agreement pursuant to a final and non-appealable FCC order, and this Agreement cannot reasonably be revised to comply with applicable FCC Requirements as contemplated by Section 19 hereof, Licensee may, upon at least sixty (60) days' written notice to Programmer (or such shorter period as may be required by the FCC), terminate this Agreement. Notwithstanding this Section 10.5, neither party shall be required to participate in a trial-type hearing or judicial appeal of any FCC order requiring termination or modification of this Agreement.

10.6 Termination of APA. If the APA is terminated without closing on the assignment of the FCC licenses for the Stations to Programmer, this Agreement shall automatically terminate upon termination of the APA. The parties may, but shall not be obligated to, agree to an appropriate wind-down period for Programmer's operations.

## 11. Representations and Warranties.

11.1 By Licensee. Licensee represents and warrants as follows: (a) Licensee is a corporation duly organized, validly existing and in good standing under the laws of the State of Mississippi; (b) Licensee has the corporate power and authority to execute, deliver and perform this Agreement; (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action of Licensee; (d) the execution, delivery and performance of this Agreement by Licensee does not conflict with any other agreement or governmental order to which Licensee is a party or is subject; and (e) all authorizations from the FCC to operate the Stations are in full force and effect, and Licensee has received no notice of cancellation or modification. Licensee covenants to maintain all authorizations, including all authorizations issued by the FCC, necessary to operate the Station throughout the Term of this Agreement.

11.2 Programmer. Programmer represents and warrants as follows: (a) Programmer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Mississippi; (b) Programmer has the company power and authority to execute, deliver and perform this Agreement; (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action of Programmer; and (d) the execution, delivery and performance of this Agreement by Programmer does not conflict with any other agreement or governmental order to which Programmer is a party or is subject.

## 12. Modification and Waiver; Remedies Cumulative.

No modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both Programmer and Licensee. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power operate as a waiver. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies which a party may otherwise have.

## 13. Assignment.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, and permitted assigns. Notwithstanding the foregoing, neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Assignment to a third party shall not release Programmer from its obligations under this Agreement unless Licensee, at its sole discretion, agrees otherwise.

## 14. Governing Law.

This Agreement shall be governed by federal communications law and otherwise construed in accordance with, the laws of the State of Mississippi without regard to any conflicts-of-law rules that might apply the laws of another jurisdiction or jurisdictions. Any litigation shall be commenced and maintained only in federal or state courts sitting in Wayne, Jones, or Forrest

County, Mississippi, or as near as possible thereto. Programmer and Licensee will attempt to resolve any disputes by alternative dispute resolution methods before resorting to litigation.

15. Notices.

Notices provided in connection with this Agreement shall be in writing and shall be deemed given if: (i) delivered personally to an officer of the party to be notified (ii) or sent by United States Priority Mail Express, postage prepaid, with delivery confirmation, to the addresses set forth below or to such other addresses as either party may notify to the other from time to time. Notices shall be effective upon personal delivery or on the first business day of attempted delivery by the Postal Service.

If to Licensee:           Martin Broadcasting Company  
                                  P.O. Box 507  
                                  Waynesboro, MS 39367-0507

With a copy (which shall not constitute notice) to:

Fletcher, Heald & Hildreth, P.L.C.  
Attention: Michelle A. McClure, Esq.  
1300 N. 17<sup>th</sup> St., 11<sup>th</sup> Floor  
Arlington, VA 22209-3801

If to Programmer:       Heathcock Communications, LLC  
                                  600 McIlwain Drive  
                                  Waynesboro, MS 39367

With a copy (which shall not constitute notice) to:

Miller and Neely, PC  
Attention: Jerrold D. Miller, Esq.  
3750 University Blvd., West  
Kensington, MD 20895

16. Entire Agreement.

This Agreement embodies the entire understanding among the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral agreements between the parties regarding such subject matter. In the event of inconsistency between this Agreement and the APA, the terms of the APA shall prevail.

17. Relationship of Parties.

This is an arm's-length agreement between independent parties. Programmer and Licensee are not, and shall not be deemed to be, agents, partners, or representatives of each other. Neither may speak on behalf of nor commit the other to any legal obligations, contractual or otherwise. Both parties have been represented by competent legal counsel in the negotiation of



this Agreement, so the terms of this Agreement will be construed by the meaning of its terms and not interpreted based on authorship.

18. Force Majeure.

The failure of a party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof or *force majeure* or due to causes beyond such party's control will not constitute an Event of Default under Section 10 of this Agreement, and no party will be liable to the others therefor; *provided, however*, that if Programmer fails to provide Programming for broadcast on the Stations and/or to reimburse the cost to maintain, repair, or replace the Stations' equipment for more than sixty (60) consecutive calendar days, Licensee may terminate this Agreement.

19. Subject to Laws; Invalidity.

The obligations of the parties under this Agreement are subject to the FCC Requirements and all other applicable laws and regulations. The parties acknowledge that this Agreement is intended to comply with the FCC Requirements. However, in the event that the FCC determines that the continued performance of this Agreement is in violation of the FCC Requirements, each party will use its commercially reasonable efforts to comply with the FCC Requirements or will in good faith contest or seek to reverse any such action or agree on the terms of a revision to this Agreement, in each case, on a time schedule sufficient to meet the FCC Requirements and so long as the fundamental nature of the business arrangement between the parties evidenced by this Agreement is maintained. If any provision of this Agreement is otherwise held to be illegal, invalid, or unenforceable under present or future laws, then such provision shall be fully severable, this Agreement shall be construed and enforced as if such provision had never comprised a part thereof, and the remaining provisions shall remain in full force and effect, in each case so long as the fundamental nature of the business arrangement between Programmer and Licensee has been maintained. In the event that such provision cannot be severed in accordance with terms of this paragraph, either party may terminate this Agreement in accordance with the notice provisions of Section 10.5 of this Agreement.

20. Indemnification.

20.1. Indemnification by Programmer. Programmer shall indemnify, defend, and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, fines, forfeitures, amounts paid in settlement, damages and expenses (including reasonable attorneys' fees and other expenses incidental thereto) of every kind, nature, and description, including but not limited to those relating to copyright or trademark infringement, defamation (including libel or slander) or invasion of privacy, arising out of: (a) broadcast of the Programs on the Stations; (b) any misrepresentation or breach of any warranty of Programmer in this Agreement; (c) any failure by Programmer to comply with its covenants or agreements set forth in this Agreement; or (d) Programmer's employment of its employees or contractors, including without limitation any claim by any such employees or contractors relating to compensation, benefits or any other employment matter. If Programmer is required to indemnify Licensee as a result of programs broadcast hereunder which are supplied by a third party, Programmer shall be subrogated to any rights which

Licensee may have against such third party, including the right to indemnification by such third party.

20.2 Indemnification by Licensee. Licensee shall indemnify, defend, and hold harmless Programmer from and against any and all claims, losses, costs, liabilities, fines, forfeitures, amounts paid in settlement, damages, and expenses (including reasonable attorneys' fees and other expenses incidental thereto) of every kind, nature, and description, including but not limited to those relating to copyright or trademark infringement, defamation (including libel or slander) or invasion of privacy, arising out of: (a) Licensee's broadcast of programs other than the Programs on the Stations; (b) any misrepresentation or breach of any warranty of Licensee in this Agreement; (c) any failure by Licensee to comply with its covenants or agreements set forth in this Agreement; or (d) Licensee's employment of its own employees or contractors, including without limitation any claim relating to compensation, benefits or any other employment matter.

20.3 Limitations on Claims. Except with respect to obligations to indemnify for third-party claims, no claim for damages under this Agreement shall exceed actual out-of-pocket losses or include any element of consequential or punitive damages or lost future profits or opportunities.

20.4. Indemnification Procedures. The Party seeking indemnification (the "Indemnified Party") as to any matter that is based upon a claim or proceeding, including without limitation FCC proceedings, by a person or entity not a party to this Agreement ("Third Party Claim") will undertake in good faith to give prompt written notice of any Third Party Claim to the other Party (the "Indemnifying Party"); *provided, however*, that a failure to provide such prompt written notice pursuant to the foregoing sentence will not prejudice any right to indemnification under this Agreement for a claim otherwise made in accordance with this Agreement except to the extent that the Indemnifying Party is actually and materially prejudiced by such failure. The Indemnifying Party will have, at its election and with counsel chosen and paid by it, the right to compromise or defend any Third Party Claim, *provided however*, that the right of the Indemnifying Party to compromise any Third Party Claim shall be limited to the payment of money damages alone, and which money damages shall be subject in full to the Indemnifying Party's indemnification obligations under the terms of this Agreement; *provided, further*, that any compromise shall include a full release of the Indemnified Party from any further liability relating to the claim in question. The Indemnified Party shall cooperate fully with the Indemnifying Party in the defense or settlement of any Third Party Claim, *provided however*, that the Indemnified Party shall have the right to employ, at its sole cost and expense, counsel to represent it and to participate in the defense or settlement of such Third Party Claims; and *provided further*, that if in the reasonable opinion of the Indemnified Party it is advisable for the Indemnified Party to be represented by separate counsel due to actual or potential conflicts of interest, then in that event the fees and expenses of such separate counsel shall be paid by the Indemnifying Party. If the Indemnifying Party fails to acknowledge in writing its obligation to defend against a Third Party Claim within fifteen (15) calendar days after receiving notice from the Indemnified Party, the Indemnified Party shall be free to dispose of the matter, at the expense of the Indemnifying Party (including legal fees and expenses incurred by the Indemnified Party), in a way in which the Indemnified Party deems to be in its best interest without prejudicing the Indemnified Party's right to seek indemnification hereunder.

## 21. Confidentiality.

21.1 In General. In the course of implementing this Agreement, Programmer and Licensee expect to exchange confidential and proprietary information about their creative ideas and concepts, plans and strategies, and financial condition ("Confidential Information"). Access to Confidential Information shall be restricted to each party's management staff, agents, and other representatives (including counsel and accountants) ("Representatives"). Programmer and Licensee shall each treat all Confidential Information obtained from the other as confidential and shall not disclose, and shall cause its Representatives not to disclose, such information to any third party without the express prior written consent of the party that provided the Confidential Information. Confidential Information will be disclosed only to those Representatives of the other party who need to have access to it to assist that party in its implementation of this Agreement and who agree to be bound by and to comply with this confidentiality provision. Each party will make a good faith effort to identify Information as confidential when provided to the other party. Any written document that is marked "confidential" when provided will carry a rebuttable presumption that it is Information entitled to confidential treatment. The requirement to preserve confidentiality will not apply to materials or information publicly known or available from sources other than Programmer or Licensee. The parties acknowledge that monetary damages would not sufficiently compensate for a breach of this confidentiality provision and agree that this Section 21 may be enforced by a judicial order of specific performance without the requirement to post a bond or other surety.

21.2 This Agreement. It is understood and agreed that a copy of this Agreement will have to be submitted to the FCC and thus made public in connection with an application to assign the FCC licenses for the Stations to Programmer. Prior to such submission, the terms and conditions, but not the existence, of this Agreement, shall be kept confidential.

## 22. Headings.

The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to affect the construction of any provision hereof.

## 23. Counterparts.

This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. Programmer and Licensee shall be bound by the exchange of electronic signatures by facsimile or in Portable Document Format (pdf) format.

## 24. Survival.

All representations, warranties, covenants and agreements made by any party in this Agreement or pursuant hereto shall survive execution and delivery of this Agreement and shall survive for one year after termination of this Agreement for claims between the parties and for the applicable statute of limitations for indemnifiable claims by third parties.

[Signature page follows.]

SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT

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

**PROGRAMMER:**

**HEATHCOCK COMMUNICATIONS, LLC**

By: James H. Heathcock, Jr  
Name: James H. Heathcock, Jr  
Title: Managing Member

**LICENSEE:**

**MARTIN BROADCASTING COMPANY**

By: NANCY N MARTIN  
Name: Nancy N. Martin  
Title: President

## APPENDIX A

### PROGRAMMING

1. Schedule of Programming. Programmer shall provide twenty four (24) hours of Programming per day. It shall be a breach of this Agreement if Programmer's schedule falls below eighteen (18) hours per day. All of the Programming shall comply with all applicable laws and regulations, including FCC Requirements. Consistent with the same, the Programming shall include the following requirements, which apply *separately* to each of the AM and FM Station:

a. Local Programming. Programming shall continue to be locally originated in keeping with Licensee's current practice.

b. Language. All of the Programming shall be in the English language.

c. Resale. Programmer may not re-sell time blocks of more than four (4) hours without Licensee's consent.

d. Foreign Agent. The Programming may not include content provided by or at the behest of an alien or foreign government if the broadcast of such would require either Programmer or Licensee to register with the U.S. Government as a foreign agent.

2. Program Logs. No later than the fifth day after the end of each calendar month during the Term, Programmer shall supply Licensee with broadcast logs and any other document necessary to demonstrate its compliance with the programming requirements contained in this Agreement. In addition, Programmer shall use its best efforts to assist Licensee in preparing all reports to be filed with the FCC related to the programming, including, but not limited to, quarterly issues-programs lists, including providing lists ready for upload to Licensee's online public inspection files.

3. Emergency Alert System. Licensee shall be ultimately responsible for Emergency Alert System ("EAS") tests and messages, but Programmer shall ensure that all required weekly and monthly tests are transmitted, that incoming tests and alerts are received, that actual major alerts are broadcast, and that written records of all tests and alerts are kept. Licensee shall permit Programmer to operate Licensee's EAS equipment to assist Programmer in fulfilling its EBS obligations.

4. Station Identification. The Programming shall include the broadcast of the call signs community of license once an hour, as close as feasible to the top of the hour, with nothing inserted between the call signs and community.

#### 5. Policies.

a. The broadcast of any material for which any money, service or other valuable consideration is directly or indirectly paid, or promised to or charged or accepted by, the Programmer, from any person, shall be prohibited, unless, at the time the same is broadcast, it is

announced as paid for or furnished by such person. Programmer shall, at least twice per calendar year, obtain affidavits of compliance from its staff, in the format attached to this Appendix A.

b. No announcements, broadcasts, or promotions prohibited by federal, state or local law shall be made over the Stations. This prohibition specifically includes, but is not limited to, any and all unlawful programming or other broadcast material (whether lawful or not) concerning tobacco or alcohol related products or for marijuana products or the provision of access to marijuana products, even if lawful under state law.

c. All sponsored programming or other broadcast material which is aired in return for consideration of any kind to either Programmer or an official or employee of Programmer must be identified in accordance with applicable law, including FCC Requirements.

d. No information concerning any lottery, game of chance, casino, or gambling (“Lotteries”) may be broadcast, unless it is limited to a lottery operated by the State of Mississippi or an adjacent state, is the subject of *bona fide* news coverage, is conducted by an organization the primary activity of which is not the conduct of Lotteries, is conducted by a Native American tribe authorized by the Bureau of Indian Affairs, or has been approved in advance by Licensee. This provision does not prohibit the broadcast of non-promotional news stories about Lotteries.

e. No incoming or outgoing telephone call may be broadcast or recorded for broadcast unless the party outside the station has been informed and has consented *prior to the start* of either broadcast or recording. The only exceptions are telephone calls originated by Licensee’s or Programmer’s own staffs where the purpose of the call is to be on the air and incoming calls from listeners to a number that is announced on the air in advance as being for listener-originated calls that are intended to be broadcast.

f. The Programming may not be used to primarily rebroadcast the over-the-air signal of any other broadcast or non-broadcast private or government station and may not at any time include rebroadcast of the over-the-air signal of any other station without the written consent of the originating station.

g. No deceptive programming may be broadcast. This prohibition includes, but is not limited to, the following: (i) programming that appears to be live but is in fact recorded where the lack of knowledge that the program is recorded may mislead or frighten listeners, unless frequent on-air announcements state that the program was recorded earlier; (ii) any hoax, which is false information about a crime or catastrophe that might alarm listeners; or (iii) any sharp or alarming sound that may frighten listeners. The tones used by the FCC’s EAS may not be broadcast except as part of a *bona fide* EAS alert or test.

h. If any contest or promotion is broadcast that is not a prohibited lottery, all material terms and conditions must be made available to listeners and posted on the Licensee’s website on a page that is conspicuously accessible from the Licensee’s website home page and is similarly posted on or linked from the Programmer’s website home page. Terms and conditions include, but are not limited to, how to enter, time deadlines for entry, the duration of the contest, eligibility requirements, what must be done to win, the nature of the prize, and the value of the

price with method of valuation. Any claim of the value of a prize must be accurate, and disclosure must be made if it is possible that any advertised prize(s) will not be awarded or delivered to the winner(s). No contest or promotion may be broadcast that involves an activity that puts life, health, safety, or property at risk. Any contest or promotion must comply with all applicable local and Federal laws and regulations.

i. Any editorial or other content that purports to represent the viewpoint of the Station shall make it clear that the viewpoint is that of Programmer and not Licensee.

j. Obscene, indecent, and profane content are prohibited at all times, notwithstanding any FCC safe harbor hours for indecent content. Program content must be in good taste and consistent with prevailing local community standards.

k. Offers of credit terms must comply with federal and state disclosure and accuracy requirements.

**PAYOLA AFFIDAVIT**

James H. Heathcock, Jr. hereby declares as follows:

1. He/She is employed by Heathcock Communications, LLC, in the position of Chief Operator.

2. He/She has acted in the above capacity since October 2018.

3. No matter has been or will be broadcast by Stations WABO(AM) or WABO-FM for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by him/her from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Signed: James H. Heathcock, Jr.

Print Name: James H. Heathcock, Jr.



## APPENDIX B

### SCHEDULE OF PAYMENTS

1. Schedule of Payments.

Monthly Fee. In consideration of the airtime on the Stations and other benefits made available to Programmer pursuant to this Agreement and the performance by Licensee of its other obligations under this Agreement, Programmer shall pay to Licensee, in advance, not later than the first calendar day of each calendar month, the sum of One Thousand Five Hundred Dollars (\$1,500.00).

2. Expense Reimbursement. In addition to the Monthly Fee, Programmer shall, within twenty (20) calendar days after presentation of invoices by Licensee, reimburse the following expenses of the Stations, which Licensee shall promptly pay when due:

a. Water, electricity, and gas utility costs.

b. Telephone and Internet charges, unless Programmer elects to acquire such services for its own account, in which case Licensee will not be required to provide the services.

c. Any fees to ASCAP, BMI, and SESAC, which are assessed on Licensee and not on Programmer.

d. The cost of insurance policies.

e. The cost of major repairs and replacement of equipment for the Stations undertaken by Licensee.

3. Late Fee. In the event a Monthly Fee is received by Licensee more than five (5) days after the date upon which it is due, Programmer shall pay to Licensee an additional payment of ten percent (10%) of the amount then past due. Payments late beyond thirty (30) days shall bear interest at the rate of one percent (1%) per month, pro-rated on a daily basis.