

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this "Agreement") is made and entered into as of November 10th, 2022, by and between Jackson County Broadcasting, Inc. an Ohio corporation, ("Broker"), and WATH, Inc, an Ohio corporation, licensee of Stations WXTQ and WATH Athens, Ohio and FM Translator W246CE ("Licensee"):

WITNESSETH:

WHEREAS, Broker is in the business of producing and transmitting news, sports, informational, public-service, and entertainment programming and associated advertising; and

WHEREAS, Licensee has valid licenses issued by the Federal Communications Commission (the "FCC"), for stations WXTQ, WATH and W246CE, Athens, Ohio (the "Stations"); and

WHEREAS, Broker desires to provide programming to be transmitted on the Stations pursuant to the provisions of this Agreement and the applicable rules and regulations of the FCC; and

WHEREAS, Licensee desires to accept and to transmit programming supplied by Broker on the Stations;

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants, and agreements of the parties contained in this Agreement, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I **PROGRAMMING**

1.1 Brokered Programming. Broker will provide for transmission by the Stations, at Brokers expense, programming which may include news, sports, informational, and entertainment programming and announcement matter sufficient to program the Stations on a daily basis throughout the Initial Term, as hereinafter defined, and any renewal term thereof (the "Brokered Programming"), subject to Paragraphs 1.2 and 1.3 hereof. All Brokered Programming and its transmission by the Stations shall be subject to the supervision and control of Licensee. Broker will supply such information and executed documentation and Licensee may require to demonstrate compliance with the requirements of the FCC with respect to its foreign programming rules or policies.

1.2 Licensee Programming. Licensee will retain sole responsibility for the ascertainment of the problems, issues, concerns, and needs of the Stations' communities of license and their service areas. Licensee will communicate to Broker the results of Licensee's ascertainment of such problems, issues, concerns, and needs. The Brokered Programming will include programming, either produced or purchased by Licensee or

supplied by Broker as a part of its brokered programming, as Licensee shall determine to be appropriate in order to respond to the ascertained problems, issues, concerns, and needs (the "Licensee Programming"). Such Licensee Programming shall be broadcast at times agreed to by Broker and Licensee; provided, however, that in the absence of such agreement, Licensee may delete or pre-empt, in Licensee's sole discretion, any Brokered Programming for the purpose of transmitting such Licensee Programming.

1.3 Additional Obligations.

- (a) Although Licensee and Broker shall cooperate in the broadcast of emergency information over the Stations, Licensee shall retain the right to interrupt, pre-empt, or delete the Brokered Programming in case of an emergency or for programming which, in the good-faith judgment of Licensee, is of greater local or national public importance than the Brokered Programming so interrupted, pre-empted, or deleted.
- (b) Licensee shall coordinate with Broker the Stations' hourly station identifications and any other announcements required to be presented by the FCC's rules and regulations.
- (c) Programmer shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection files of the Station pertaining to the requests for, and sale and broadcast of, political programming advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the FCC's rules, the Bipartisan Campaign Reform Act, and all other applicable laws, rules and policies, and to the broadcast of sponsored programming addressing political campaigns, candidates, political issues, national legislative issues of public importance or controversial subjects of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules and all other applicable laws, rules and policies. Programmer also shall consult with Licensee and adhere strictly to all applicable statutes and rules, regulations and policies of the FCC currently in effect and as announced from time to time, with respect to the carriage of any political programming, including political advertisements and programming (including, without limitation, the rights of political candidates to access Station and to "equal opportunities," and the charges permitted or required therefore. Programmer shall provide to Licensee such documentation relating to such programming and charges therefore as Licensee shall request, and shall indemnify Licensee for any claim, demand, reasonable cost or expense arising from the broadcast of any such material on the Station during the term of this Agreement.
- (d) Consistent with all of its related commitments in this Agreement, Programmer agrees that the contents of the Programming it transmits to Licensee shall conform to all FCC rules, regulations, and policies. Programmer agrees that it will consult with Licensee in the selection of the Programming it transmits to Licensee to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities of the Station, as those issues are made known to Programmer by

Licensee. Licensee acknowledges that its right to broadcast the Programming is non-exclusive and that ownership of the Programming, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever, shall be and remain vested in Programmer.

- (e) Licensee reserves the right in its sole discretion and without liability to Programmer, to preempt any of Programmer's programs, and to use part or all of the time contracted for by Programmer hereunder to broadcast events of special importance, including broadcast of programming which addresses issues of public importance to the Station' listeners. In all such cases, Licensee will use its best efforts to give Programmer reasonable notice of its intention to preempt such broadcast or broadcasts and, in the event of such preemption, Programmer agrees to cooperate fully with Licensee so that Licensee may ensure that programming is broadcast on the Station which address the important issues, problems, needs and interests of the Station' listeners in amounts, and at such times as Licensee, in its sole judgment considers necessary and appropriate. Programmer promptly shall provide to Licensee all documentation reasonably necessary for Licensee to timely include in the Station' public inspection files complete descriptions of the time, date and duration of such programming. Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the programs provided by Programmer hereunder. Programmer shall promptly advise Licensee of any public or FCC complaint or inquiry known to Programmer concerning such programming and shall provide Licensee with copies of any letters to Programmer from any source concerning programming, the operations or signals of the Station. Programmer shall, in consultation and cooperation with Licensee, timely respond to all such communications as Licensee deems appropriate. Licensee further reserves the right to preempt any Program in the event of a local, state, or national emergency. If Licensee preempts, rejects, or otherwise refuses to broadcast any Program, then Licensee shall broadcast substitute programming of equal or greater value to Programmer. Programmer agrees to cooperate with Licensee to ensure that EAS transmissions, including Amber Alerts, are properly performed and logged in accordance with Licensee's instructions. Licensee reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer immediately will serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection files.

- 1.4 **Broadcast Station Programming Policy Statement.** Licensee has adopted a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Attachment A hereto and by this reference is incorporated herein as though fully set forth herein. The Policy Statement may be amended from time to time by Licensee, upon notice to Broker. Broker agrees and covenants to comply in all material respects with the Policy Statement, with all rules and regulations of the FCC, and with all changes subsequently made by Licensee to the Policy Statement or by the FCC to its rules and regulations. Broker shall furnish or shall cause to be furnished the artistic personnel and material for the Brokered Programming as provided in this Agreement, and all Brokered Programming shall be prepared and presented in conformity with the rules, regulations, and policies of the FCC and with the Policy

Statement set forth in Attachment A hereto. All advertising spots and promotional material or announcements shall comply with applicable federal, state, and local regulations and policies and the Policy Statement, and shall be produced in accordance with quality standards established by Broker. If Licensee shall determine that any Brokered Programming supplied by Broker is for any reason, within Licensee's sole discretion, unsatisfactory or contrary to the public interest, or does not comply with the Policy Statement, Licensee may, upon written notice to Broker (to the extent that time shall permit such notice) require Broker to alter the Brokered Programming and, in the absence of such alteration to Licensee's satisfaction on a timely basis, suspend or cancel such Brokered Programming and substitute Licensee's own programming or require Broker to provide suitable programming, commercial announcements, or other announcements or promotional material.

- 1.5 Broker Compliance with Copyright Act.** Broker represents and warrants to Licensee that Broker has full authority to broadcast the Brokered Programming on the Stations, and that Broker shall not broadcast any material in violation of any Copyright Act. All music supplied by Broker shall be (i) licensed by ASCAP, SESAC, BMI, GMR or other applicable performance rights organization; (ii) in the public domain; or (iii) cleared at the source by Broker. Licensee shall maintain ASCAP, SESAC, BMI and GMR licenses, as necessary, regarding the Licensee's programming. The right to use the Brokered Programming and to authorize its use in any manner shall be, and shall remain, vested in Broker.
- 1.6 Sales.** Broker shall be entitled to all revenues from the sale of advertising time with the Brokered Programming provided by Broker for broadcast by the Stations. Broker may sell advertising on the Stations in combination with any other broadcast stations of Broker's choosing. Unless otherwise agreed between the parties, Licensee shall retain all revenues from the sale of the Stations' advertising during the Licensee Programming. Licensee and Broker each shall have the right, at its own expense, to seek copyright royalty payments for its own programming. It is understood and agreed that any tax refund received by the Licensee or the Stations shall be and remain the property of the Licensee.
- 1.7 Payola.** Broker agrees that it will not accept, and will not permit any of its employees to accept, any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to a commission, discount, bonus, material, supplies, or other merchandise, services or labor (collectively, "Consideration"), whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payor is identified in the program for which the Consideration was provided as having paid for or furnished such Consideration, in accordance with the Communications Act of 1934, as amended (the "Act"), and FCC requirements. Broker agrees annually, or more frequently at the request of Licensee, to execute and to provide Licensee with a Payola Affidavit, substantially in the form attached hereto as Attachment B and by this reference incorporated herein as though fully set forth herein.

ARTICLE II **OPERATIONS**

2.1 Compliance with FCC Regulations.

(a) Licensee will have full authority, power, and control over the management and operations of the Stations during the Initial Term of this Agreement, as hereinafter defined, and during any renewal term of this Agreement. Licensee will bear all responsibility for the Stations' compliance with all applicable provisions of the Act, and the rules, regulations, and policies of the FCC, including all technical regulations governing the operation of the Stations, all programming content requirements, the maintenance of the main studio, providing a meaningful managerial and staff presence at the main studio, the ascertainment of and programming in response to community problems, issues, concerns and needs, political programming laws and regulations, sponsorship identification rules, lottery and contest regulations, maintenance of the Stations' public and political files, compiling quarterly lists of ascertained problems, issues, concerns, and needs and responsive programming broadcast by the Stations, maintaining employment records for the Stations, and all other FCC requirements and duties. Broker shall, upon request by Licensee, provide Licensee with such information concerning Broker's programs and advertising as is necessary to assist Licensee in the preparation of such lists and documentation or to enable Licensee to verify independently the Stations' compliance with any laws, rules, regulations, or policies applicable to the Stations' operation.

2.2 Provision of Programming. Subject to Licensee's control and supervision, Broker shall provide the Brokered Programming and shall be responsible for implementing its transmission by the Stations, utilizing assets owned by Broker to the extent necessary. To the extent that Broker shall reasonably request the use of tangible assets of the Stations that are owned by Licensee in order to enable Broker to fulfill its obligations under this Agreement, Licensee shall make the use of such assets reasonably available to Broker at no additional cost to Broker.

2.3 Station Staffing. Subject to the provisions of Paragraph 2.1 hereof, Licensee shall have sole discretion to make and to effectuate all staffing and personnel decisions involving Licensee's employees. Broker shall have no control or right of review whatsoever over any decision by Licensee to hire or to dismiss any employee of Licensee.

2.4 Station Maintenance. Licensee shall be responsible, with the co-operation of Broker, for the maintenance in good working order and repair of the Stations' transmission systems and any owned equipment used or useful in connection with the operation of the Stations. Broker shall promptly reimburse Licensee for all capital and operational expenditures that may be necessary in order to maintain the equipment in good working order and repair or otherwise for the normal operation of the Stations.

2.5 Finances and Accounting.

(a) Any amounts paid to and received by the Stations for advertising time broadcast during the Term of this Agreement shall be processed by an employee of Licensee, and any amounts due Broker shall be promptly paid to Broker regardless of whether this Agreement has

been previously terminated. The Licensee shall maintain such books and records as shall enable Licensee and Broker to verify all such processing and allocation and Broker and its representative shall be entitled to inspect such books and records at reasonable times and intervals.

(b) Licensee shall promptly pay or cause to be paid all invoices or bills, or portions thereof, that are received by the Stations for services rendered or goods provided to the Licensee and determined to be the responsibility of Licensee or otherwise for the operation of the Station. Licensee shall maintain such books and records as required and Broker shall be entitled to inspect such books and records at reasonable times and intervals. Any invoices or bills, or portions of invoices or bills, that are determined to be the responsibility of Broker shall be permitted promptly to Broker for payment.

(c) Broker shall reimburse Licensee for any item that Broker has previously agreed in writing to pay. Notwithstanding the foregoing, Broker shall be obligated to reimburse Licensee for any expense only to the extent the expense is incurred during the Term and is attributable to the operation of the Stations during the Term, in the ordinary course of business.

(d) Licensee's Accounts Receivable. On the Commencement Date, Licensee shall assign to Programmer for purposes of collection only, all of the Licensee's accounts receivable except each account more than sixty (60) days overdue and upon which no payment has been received within the sixty (60) days prior to Commencement Date. Programmer shall use such efforts as are reasonable and in the ordinary course of business to collect the accounts receivable for a period of one hundred twenty (120) days following the Commencement Date (the "Collection Period"). This obligation, however, shall not extend to the institution of litigation, employment of counsel, or any other extraordinary means of collection. So long as the accounts receivable are in Programmer's possession, neither Licensee nor its agents shall make any solicitation of them for collection purposes or institute litigation for the collection of any amounts due thereunder. All payments received by Programmer during the Collection Period from any person or entity obligated with respect to any of the accounts receivable shall be applied first to Licensee's account and only after full satisfaction thereof to Programmer's account; provided, however, that if during the Collection Period any account debtor contests in writing the validity of its obligation with respect to any account receivable, then Programmer shall return that account receivable to Licensee after which Licensee shall be solely responsible for the collection thereof. Within ten (10) days after the end of each calendar month during the Collection Period (or if such day is a weekend or holiday, on the next business day), Programmer shall furnish Licensee with a list of the accounts receivable collected during the prior calendar month and shall pay to Licensee the full amount collected with respect to the accounts receivable during such month. Any of the accounts receivable that are not collected during the Collection Period shall be reassigned to Licensee after which Programmer shall have no further obligation to Licensee with respect to the accounts receivable; provided, however, that all funds subsequently received by Programmer (without time limitation) that can be specifically identified, whether by accompanying invoice or otherwise, as payment on any account receivable belonging to Licensee shall be promptly paid to Licensee. Programmer shall not have the right to compromise, settle or adjust the amounts of any of the accounts receivable without Licensee's prior written consent, or to withhold any proceeds

or the accounts receivable or to retain any uncollected accounts receivable after the expiration of the Collection Period for any reason whatsoever. Licensee shall be responsible for the payment of all commissions due with respect to the accounts receivable.

ARTICLE III **FEES AND OTHER CONSIDERATION**

3.1 Fee. Starting on the Commencement Date, as hereinafter defined, Broker shall pay to Licensee monthly, on the first day of the month to which such payment applies, the fee specified in Exhibit A hereto.

3.2 Adjustments.

(a) Licensee shall set aside such time (up to two hours per week) on Saturdays and Sundays for the broadcast of its own regularly scheduled news, public affairs and other programming (such programs to be broadcast by Licensee referred to herein as the ("Licensee Programming")), provided however, that Licensee may use additional time (up to seven hours per week) for Licensee's obligations to broadcast issues of public importance as outlined in section 1.2 above without any adjustment to the fee provided in Exhibit C. If at any time during the term of this Agreement the Stations shall fail for any reason, other than as expressly provided in subsections 3.2(b) and (c), to carry Brokered Programming for an amount of time for which Broker shall have offered such Brokered Programming for transmission by the Stations, the fee payable to Licensee by Broker pursuant to Exhibit C shall be reduced by the then-current value (established by reference to Broker's standard rates for the same) of the advertising time that was scheduled to have been broadcast by the Stations during any such Brokered Programming that was offered by Broker for transmission by the Stations but that was not transmitted; provided, however, that any reduction in the fee payable to Licensee by Broker pursuant to this Subparagraph 3.2 (a) shall be without prejudice to Broker's rights under Paragraph 4.4 hereof.

(b) The monthly fee payable to Licensee by Broker shall not be reduced if Licensee's failure or refusal to carry the Brokered Programming is (i) not more than the two (2) hours per week specified in the preceding paragraph and (ii) as provided in Section 8.1 hereof;

(c) Notwithstanding the provisions of Subparagraph 3.2 (a) hereof, the fee payable to Licensee by Broker shall not be reduced if Licensee shall determine, in its sole discretion, that Licensee Programming, as defined in Paragraph 1.2 hereof, in an amount exceeding two (2) hours per week, shall be necessary to be broadcast by the Stations in order to fulfill FCC requirements or Licensee's obligations as an FCC Licensee; provided, however, that any exercise by Licensee of its rights pursuant to this Subparagraph 3.2 (b) shall be without prejudice to Broker's rights under Paragraph 4.4 hereof.

ARTICLE IV **TERM**

4.1 Initial Term. The Commencement Date, the date on which the Broker shall begin providing the Brokered Programming under this Agreement, shall be on November 15th, 2022. The Initial Term shall expire on the fifth (5th) anniversary of the Commencement Date hereof.

4.2 Renewal Term. This Agreement may be renewed for two additional periods of five (5) years following upon the written consent of both parties at least ninety (90) days prior to the expiration of the Initial Term.

4.3 Termination. This Agreement will terminate upon closing of an FCC approved assignment of Licenses to Jackson County Broadcasting, Inc. or an affiliate of Jackson County Broadcasting, Inc. This Agreement may be unilaterally terminated by Licensee upon giving One Hundred and Eighty (180) days prior written notice to Broker if necessary for Licensee to comply with its obligations to meet the public interest. Should Licensee give such notice, Broker has the right, upon thirty (30) days written notice to Licensee, to reduce the date of termination to ninety (90) days from the receipt by Broker of such notice.

4.4 Termination of Refusal to Transmit Programs. In the event that Licensee shall refuse (for other than technical reasons) to make the Stations available to Broker for the transmission of Brokered Programming (except as provided in Subparagraphs 3.2 (b) or (c), or paragraph 8.1 hereof) for a period of either (i) seventy-two (72) consecutive hours, or (ii) One Hundred Twenty (120) hours in any thirty (30) day period, Broker shall have the right, exercisable at any time within thirty (30) days after the end of such period, upon written notice to Licensee, to terminate this Agreement effective as of any date within ninety (90) days after the date on which Broker shall have notified Licensee of Broker's termination of this Agreement. Any notice of termination provided by Broker to Licensee pursuant to this Paragraph shall specify the effective date of such termination. Such termination shall extinguish the rights and liabilities of Broker and Licensee under this Agreement from and after the effective date of such termination, other than rights and liabilities for pre-termination breaches of or defaults under this Agreement; provided, however, that upon termination of this Agreement by Broker pursuant to this Paragraph, there shall be a final accounting of monies due but unpaid as of the date of termination under this Agreement.

4.5 Termination for Default or Nonperformance. Except as provided in Paragraph 4.4 hereof, should either party be in breach of or default under this Agreement for the non-performance of a material obligation of such party hereunder, or for a material violation of a representation or warranty by such party contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach, default, or non-performance shall have continued uncured for a period of thirty (30) days following the receipt by the defaulting party of written notice from the non-defaulting party, which notice shall indicate the nature of the breach, default, or non-performance; provided, however, that there shall be a final accounting of monies due but unpaid under this Agreement. In the event that such termination shall have been due to the breach, default, or non-performance on the part of Broker under this Agreement, Licensee shall be entitled to the payment by Broker to Licensee, as Licensee's sole and exclusive remedy for such breach, default, or non-performance, representing Licensee's liquidated damages for such breach, default, or non-performance on the part of Broker, and not a penalty, of an amount equal to three (3) times the monthly fee owed by Broker to Licensee pursuant to Exhibit C hereto, it being hereby acknowledged by Licensee and Broker that the injury that would be caused to Licensee by such

breach, default, or non-performance on the part of Broker would be difficult if not impossible to estimate with any degree of certainty and that the above-specified amount represents Licensee's and Broker's good-faith undertaking to compensate Licensee fully and fairly for such injury and to liquidate Licensee's damages therefor.

4.6 Damages. Licensee and Broker hereby acknowledge that the injury that would be caused to Broker as a result of a termination of this Agreement prior to its expiration, other than a termination as the result of Broker's breach of or default in its obligations under this Agreement, would be difficult if not impossible to estimate with any degree of certainty. Therefore, with the intention of establishing a reasonable estimate of the value of such injury to Broker and liquidating the damages to Broker for such injury in the amount of such estimate, and not for the purpose of establishing a penalty, Licensee and Broker hereby agree that in the event of a termination of this Agreement prior to its expiration, other than a termination as the result of Broker's breach of or default in its obligations under this Agreement, Licensee shall pay to Broker as liquidated damages ("Liquidated Damages") the sum of Fifteen Thousand Dollars (\$15,000.00).

ARTICLE V ASSIGNABILITY

5.1 Assignability. This agreement shall inure to the benefit of and be binding upon Licensee, Broker, and their respective successors and permitted assigns; provided, however, that neither Licensee nor Broker shall assign or transfer its rights and benefits, nor delegate its duties and obligations under this Agreement without the prior written consent of the other. In the event of a sale of the Stations or Licensee or any interest in the Stations or Licensee (other than to Broker) which, under the then-prevailing rules and regulations of the FCC, would require the filing of other than FCC Form 316 and the FCC's prior consent, this Agreement shall not terminate but shall be assigned to and assumed by any subsequent owner of the Stations or of such interest.

ARTICLE VI REGULATORY MATTERS

6.1 Renegotiation Upon FCC Action. If the FCC shall determine that this Agreement is inconsistent with Licensee's obligations as the holder of the FCC's authorizations for the Stations, or is otherwise contrary to FCC policies, rules and regulations, or if regulatory or legislative action subsequent to the date hereof shall alter the permissibility of this Agreement under the Act or under the FCC's rules, regulations, and policies, the parties shall renegotiate this Agreement in good faith and shall modify this Agreement in a manner that will cure the departure from statute, rule, regulation or policy and that will maintain a balance of benefits and burdens to Broker and Licensee comparable to the balance of benefits and burdens provided in this Agreement in its current form. If, after such good-faith negotiations, the parties cannot agree on a modification of this Agreement to cure such departure from statute, rule, regulation or policy then the parties shall submit the unresolved issue(s) to arbitration. The decision of the arbitrators shall be binding upon both Licensee and Broker.

6.2 FCC Matters. Should a change in FCC policy or rules make it necessary to obtain the FCC's consent to the implementation, continuation, or further effectuation of any element of this

Agreement, Licensee and Broker shall each use their best efforts diligently to prepare, file, and prosecute before the FCC all petitions, waiver requests, applications, amendments, rulemaking comments and other documents necessary to secure and/or to retain the FCC's approval of all aspects of this Agreement. Broker and Licensee shall bear its own legal expenses in preparing any such filings.

ARTICLE VII

REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.1 Licensee's Representations and Warranties. Licensee represents and warrants to Broker as follows:

(a) Capacity. Licensee is a corporation organized and in good standing in the State of Ohio and has full power and authority to own its property, licenses, and permits, and to execute, deliver and carry out all of the transactions contemplated by this Agreement.

(b) Compliance with Law. Licensee has complied with and will continue to comply with all laws, rules, and regulations governing the business, ownership, and operations of the Stations that are material in any way to this Agreement. No attendant contracts and undertakings, nor the carrying out of this Agreement, will result in any violation of or be in conflict with any judgment, decree, order, statute, law, rule or regulation of any governmental authority applicable to Licensee or any contract, agreement, lease, license, permit, franchise, or indenture applicable to Licensee or the Stations.

(c) Authority. All requisite authorizations necessary for the execution, delivery, performance, and satisfaction of this Agreement by Licensee have been duly obtained, adopted, and complied with.

(d) Misrepresentation of Material Fact. No representation or warranty made by Licensee to Broker in this Agreement, no document or contract disclosed to Broker by Licensee pursuant to this Agreement and which in any way affects any of the properties, assets, or business of Licensee as related to this Agreement, and no certificate or statement furnished by or on behalf of Licensee to Broker in connection with the transactions contemplated herein or therein contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

(e) Authorizations in Good Standing. Licensee's permits, licenses, and all related authorizations for the Stations are and shall be in full force and effect and unimpaired by any acts or omissions of Licensee, its employees, or its agents; and there shall be no complaint, condition, event, defect, or occurrence existing or, to the knowledge of Licensee, threatened against said permits, licenses, or authorizations that would materially threaten their retention or renewability by Licensee.

7.2 Brokers Representations and Warranties. Broker represents and warrants to Licensee as follows:

(a) **Capacity.** Broker is a corporation under the laws of the State of Ohio and has full power and authority to carry out all of the transactions contemplated by this Agreement.

(b) **Authority.** All things necessary for the execution, delivery, performance and satisfaction of this Agreement by Broker have been duly obtained, adopted and complied with.

(c) **Misrepresentation of Material Fact.** No representation or warranty made by Broker to Licensee in this Agreement, no document or contract disclosed to Licensee by Broker pursuant to this Agreement and which in any way affects any of the properties, assets, or business of Broker as related to this Agreement, and no certificate or statement furnished by or on behalf of Broker to Licensee in connection with the transactions contemplated herein or therein contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

7.3 Licensee's Affirmative Covenant. Licensee covenants and agrees that it will fully comply with all applicable federal, state, and local laws, rules and regulations (including, without limitation, all FCC rules, policies, and regulations) and pertinent provisions of all contracts, permits, and agreements to which Licensee is a party or by which Licensee is otherwise bound.

7.4 Brokers Affirmative Covenant. Broker covenants and agrees that it will fully comply with all applicable federal, state and local laws, rules, and regulations (including, without limitation, all FCC rules, policies and regulations) in the provision of the Brokered Programming to Licensee and pertinent provisions of all contracts, permits, and agreements to which Broker is a party or by which Broker is otherwise bound that may have an effect upon this agreement.

ARTICLE VIII **MISCELLANEOUS**

8.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other party for a failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof), if such party shall be prevented from such performance by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God, or other contingencies beyond the reasonable control of the parties, including equipment failures; and all provisions herein requiring performance within a specified period shall be deemed to have been modified in order to toll or to extend the period in which such performance shall be required, in order to accommodate the period of the pendency of such contingency which shall prevent such performance.

8.2 Trademarks. To the extent necessary for the production and performance if its programming over the Stations, Licensee hereby grants to Broker a limited license to use any and all trademarks, service marks, patents, trade names, jingles, slogans, logotypes, logograms, and other intangible assets and rights owned and used or held for use by Licensee in conjunction with the Stations, including, but not limited to the call letters "WXTQ(FM), WATH(AM and FM)". Licensee agrees to execute such additional documentation as may be necessary or desirable in order to effectuate the license granted under this paragraph.

8.3 Notices. All notices, requests, demands, and other communications that are required or that may be given pursuant to terms of this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited (with delivery charges pre-paid) with a nationally-recognized overnight courier service, or when sent by facsimile transmission, or on the third (3rd) business day after having been mailed by first-class United States mail, registered or certified, postage prepaid, with return receipt requested to the following addresses:

If to Broker:

Jackson County Broadcasting, Inc.
P.O. Box 667
Jackson, OH 45640
Attn: Alan A. Stockmeister, President

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

Cole, Kirby & Associates, LLC
227 E. Main Street
Jackson, OH 45640
Attn: William S. Cole, Esq.

If to Licensee:

WATH, Inc.
David Palmer, President
32 Grand Park Blvd.
Athens, OH 45640

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

Telecommunications Law Professionals PLLC
1025 Connecticut Ave, NW
Suite 1011
Washington, DC 20036

Attn: Gregg P. Skall, Esq.

Or to such other address as any party shall be designated by notice to the other party conforming to the requirements of this Paragraph.

8.4 Duty to Consult. Each party will use its best efforts not to take any action that would unreasonably interfere with, threaten or frustrate the other party's purposes or business activities, and each party will keep such other party informed of, and will coordinate with such other party regarding, any activities that may have a material effect upon such other party.

8.5 Press Releases. Except as may be required by law or by any governmental agency, no announcement to the press or to any third party of the transactions contemplated herein shall be made by either party in this Agreement, unless such announcement shall have been approved in advance in writing by both Broker and Licensee.

8.6 Severability. Subject to paragraph 6.1 hereof, if any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties shall use their best efforts to negotiate a replacement for any such provision that shall neither be invalid, illegal, or unenforceable.

8.7 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior representations, negotiations, agreements, and understandings of the parties, oral and written, with respect to the subject matter hereof, all of which are deemed to have been merged herein. This Agreement may be modified only by an agreement in writing executed by both of the parties hereto.

8.8 Survival. All representations, warranties, covenants, and agreements made herein by the parties hereto or in any certificate delivered or to be delivered hereunder or made to be made in writing in connection with the transactions contemplated herein shall survive for a period of three (3) years from and after the date upon which this Agreement shall expire or shall be terminated, as herein provided.

8.9 Payment of Expenses. Except as otherwise specifically provided herein, Licensee and Broker shall each pay its own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of his or its counsel.

8.10 Further Assurances. From time to time after the date of this Agreement, the parties shall take further actions and shall execute such further documents, assurances, and certificates, as either party reasonably may request of the other party in order to effectuate the purposes of this agreement.

8.11 Counterparts. This agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one (1) of the same instrument.

8.12 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

8.13 Dealings with Third Parties. Neither party is, nor shall hold itself out to others to be, vested with any power, authority, or right to bind contractually or to act on behalf of the other party as its broker, agent, or otherwise for the purpose of committing, selling, conveying or transferring any of the party's assets or property, contracting for or in the name of the other party, or making any representations binding upon such other party.

8.14 Indemnification.

(a) Each party shall forever, to the fullest extent permitted by law, protect, save, defend and keep the other party harmless; and indemnify such other party from and against, all claims, demands, causes of action, losses, investigations, proceedings, penalties, fines, expenses, and judgments including reasonable attorney's fees and costs, arising directly or indirectly out of such party's breach of or default or non-performance of its representations, warranties, covenants, agreements and obligations under this Agreement.

(b) Broker shall forever, to the fullest extent permitted by law, protect, save, defend and keep the other party harmless, and indemnify it from and against, any and all losses, damages, liabilities, or expenses, including reasonable attorney's fees, resulting from the claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity, foreign sponsorship or any other claim against Licensee arising out of the Brokered Programming; provided however that Licensee shall give Broker prompt notice of any claim against Licensee or the Stations and shall cooperate in good faith with Broker in any attempt to defend against, resolve, or settle such claim. The indemnification provided in this Subparagraph shall not apply to any matter that Licensee may insert in or adjacent to the Brokered Programming.

(c) Licensee shall forever, to the fullest extent permitted by law protect, save and defend, and keep Broker and its employees and agents harmless and indemnify it from and against any and all losses, damages, liabilities, or expenses including reasonable attorney's fees, resulting from any claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity, or any other claim against Broker arising out of the Licensee Programming and for any claim arising out of the operation of the Stations prior to the Commencement Date; provided however, that Broker shall give Licensee prompt notice of any claim against Broker or the Stations and shall cooperate in good faith with Licensee in any attempt to defend against, resolve, or settle such claim.

8.15 Governing Law. This Agreement shall be governed by, and enforced and construed under and in accordance with, the internal laws of the State of Ohio, without giving effect to the choice-of-law principles of said State.

8.16 Gender Neutrality. All pronouns and possessives appearing in this Agreement shall be deemed to refer to the masculine, the feminine, or the neuter, as the identity of the person or entity thereby referred to may require.

8.17 Verifications. Pursuant to section 73.3555(a)(3Xii) of the FCC rules, Licensee certifies it maintains ultimate, control over station finances, personnel and programming during the term of this Agreement; and Broker hereby certifies that the arrangement contemplated by this

Agreement complies with the provisions of Sections 73.3555(a)(i) and (e)(1) and Note 2j and k of the Commission's Rules.

[SIGNATURE PAGE NEXT PAGE]

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

BROKER:

JACKSON COUNTY BROADCASTING, INC

By: 
ALAN A. STOCKMEISTER, PRESIDENT

LICENSEE:

WATH, INC.

By: 
DAVID W. PALMER, PRESIDENT

Attachment "A"

Guidelines

Programmer will take care to observe and exercise reasonable diligence to comply with the following guidelines in the preparation, writing and broadcasting of programs on the Station:

1. **Payola or Plugola.** Programmer shall not broadcast any material in violation of applicable laws and regulations governing "payola." The mention of any business activity or "Plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor or otherwise identified on the air, is prohibited. Programmer shall verify its compliance with such laws by executing and delivering an affidavit in the form attached hereto to Broker at such times as Broker may reasonably request.
2. **No Gambling.** Any form of gambling on the program is prohibited. Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.
3. **Required Announcements.** Programmer will broadcast (i) an announcement in a form satisfactory to Broker at the beginning of each hour to identify the Station, and (ii) any other announcements required by applicable law or the Station's policy.
4. **Religious Programming.** The subject of religion and references to particular faiths, tenants, and customs shall be treated with respect at all times. Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual organization.
5. **No Illegal Announcements.** No announcements or promotions prohibited by law or of any lottery or game will be made over the Station.
6. **Controversial Issues.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired.
7. **Credit Terms Advertising.** Pursuant to rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws.
8. **Programming In Which Broker Has A Financial Interest.** Broker shall advise Licensee with respect to any programming [including commercial(s)] concerning goods or services

in which Broker has a material financial interest. Any announcements for such goods and services shall clearly identify Broker's financial interest.

9. **Programming Prohibitions.** Programmer will not knowingly broadcast any of the following programs or announcements:

- (a) **False Claims.** False or unwarranted claims for any product or service.
- (b) **Unfair Imitation.** Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy or any other unfair competition.
- (c) **Commercial Disparagement.** Any unlawful disparagement of competitors or competitive goods.
- (d)
- (e) **Profanity.** Any programs or announcements that are slanderous, obscene, profane either in them or in treatment, or which are indecent and broadcast outside the safe harbor period established for such programming by the FCC.
- (f) **Unauthorized Testimonials.** Any testimonials which cannot be authenticated.
- (g) **Conflict Advertising.** Any advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interests of the public, the Station, or honest advertising and reputable business in general.
- (h) **Fraudulent or Misleading Advertisement.** Any advertising matter, announcement, or claim which Broker knows to be fraudulent, misleading, or untrue.

10. **Political Advertising.** With respect to the sale of political advertising, see Section ___ of the Time Brokerage Agreement.

11. **Licensee Discretion Paramount.** In accordance with Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which conflicts with Station policy or which in the judgment of Licensee would not serve the public interest.

3. The exploitation, promotion or management of persons rendering artistic, production and/or other services in the entertainment field; or
4. The wholesale or retail sale of records intended for public purchase.
5. A full disclosure of any such interest referred to in Paragraph 4 above, is as follows:

By:

Glenn Fackmeister

Subscribed and sworn to before me

this 10 day of November, 2022.



CORA MARIE WILLETT
Notary Public
State of Ohio
My Comm. Expires
February 21, 2026

Cora Marie Willett

Notary Public

My Commission Expires: 2/21/2026

County of Jackson

State of Ohio

ANTI-PAYOLA AFFIDAVIT

Alan A. Stockmeister, being first duly sworn, deposes and says as follows:

1. I am President of Jackson County Broadcasting, Inc. ("Programmer").
2. So far as I am aware, no programming furnished by Programmer to Stations WXTQ(FM) WATH or W246CE, Athens, Ohio, for which services, money or other valuable consideration are accepted by Programmer or any other person unless at the time of broadcast, such programming has been announced or otherwise indicated as paid or furnished by payor.
3. Programmer confirms that, in the future, it will not pay, promise to pay, request or receive any service, money or any other valuable consideration, direct or indirect, from a third party in exchange for the influencing of, or the attempt to influence, the preparation or presentation of broadcast matter on Stations WXTQ(FM) WATH or W246CE, Athens, Ohio, unless accompanied by proper sponsorship identification announcements.
4. Except as may be reflected in Paragraph 5 hereof, neither Programmer nor any of Programmer's officers, directors, stockholders or employees, or any member of the immediate family of any of Programmer's officers, directors, stockholders or employees, has any present direct or indirect ownership interest in any entity engaged in the following businesses or activities (other than an investment in a corporation whose stock is publicly held), serves as an officer or director of, whether with or without compensation, or serves as an employee of, any entity engaged in the following business or activities:
 1. The publishing of music;
 2. The production, distribution (including wholesale and retail sales outlets), manufacturer or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
 3. The exploitation, promotion or management of persons rendering artistic, production and/or other services in the entertainment field; or
 4. The wholesale or retail sale of records or like media intended for public purchase.

5. A full disclosure of any such interest referred to in Paragraph 4 above, is a follows: NONE

By: Alan A. Stockmeister
ALAN A. STOCKMEISTER, PRESIDENT

Subscribed and sworn to before me
this 10th day of November 2022.



CORA MARIE WILLETT
Notary Public
State of Ohio
My Comm. Expires
February 21, 2026

Cora Marie Willett
Notary Public

My Commission Expires: 2/21/2026

Exhibit "A"

Monthly Fee

Programmer shall pay Licensee a monthly fee of Two Thousand Dollars (\$2,000.00) (hereinafter "Monthly Fee"), in advance, on the first day of each month during the term of this Agreement, plus the amount of operating and capital expenses incurred by Licensee and reimbursable by Programmer pursuant to Sections 2.4 and 2.5 hereof. __