TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement ("Agreement") is entered into as of this 1st day of January, 2018 by and between Alpha Media LLC (hereinafter "Broker") and Flinn Broadcasting Corporation (hereinafter "Licensee").

WHEREAS, Licensee has the right to operate WJXN-FM, Utica, Mississippi (Facility ID #72818) (hereinafter "Station") under licenses and construction permits (collectively, the "FCC Licenses") granted thereto by the Federal Communications Commission (the "FCC"); and

WHEREAS, Broker desires to provide programming on the Station and to sell advertising time for inclusion in said programming; and

WHEREAS, Licensee is prepared to make time available on the Station to Broker for the broadcast of programming and the sale of advertising time for inclusion in said programming, all in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. **Facilities.** Beginning on the Commencement Date, as hereinafter defined, Licensee shall make the Station's broadcasting transmission facilities available to Broker for 168 hours per week (less any time adjustments which may be permitted under this Agreement) and shall broadcast on the Station, or cause to be broadcast on the Station, Broker's programs which may originate either from Broker's studios or from the Licensee's studios. In the event that Broker's programs originate from Broker's studios, Broker shall either (a) reimburse Licensee for all commercially reasonable

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ASCAP, SESAC, BMI, streaming fees and all other copyright fees	Broker responsible for direct payment

Licensee shall invoice Broker, on a monthly basis, for payments due under Paragraph 2(b) and Broker shall make payments so invoiced (and not disputed) to Licensee within ten (10) business days after receipt of such invoice. Payments for any partial period shall be reduced pro rata.

3. **Term.** The term of this Agreement (the "Term") shall commence on January 1, 2018 (the "Commencement Date") and shall expire five (5) years thereafter, unless earlier terminated in accordance with the terms hereof.

4. **Programs.** Broker shall furnish or cause to be furnished the personnel and materials for its programming to be broadcast on the Station which shall be in accordance with the rules, regulations and policies of the FCC and the Communications Act of 1934, as amended (the "Act"). Broker shall make available to Licensee its programming during a sufficient number of hours to enable the Station to meet the minimum hours of operation required under the FCC's rules. All advertising messages and promotional material or announcements shall comply in all material respects with all applicable federal, state and local laws, regulations and policies and shall be in accordance with the rules, regulations and policies of the FCC. Notwithstanding anything in this Agreement to the contrary, Licensee may broadcast such public affairs and non-entertainment programming as it deems necessary to meet the needs of the residents of Utica, Mississippi and the surrounding area, consisting of up to 2 hours per week (or other such period of time as the Commission may establish for Time Brokerage Agreements of this type) to be aired on Sunday mornings or at other times to

be agreed upon by Licensee and Broker.

5. **Station Facilities.**

(a) The Station will operate throughout the Term of this Agreement in accordance with the FCC Licenses for the Station. Any routine or non-emergency maintenance work affecting the operation of the Station at full power shall be scheduled with at least forty-eight (48) hours prior notice to the Broker and performed between 10:00 p.m. and 5:00 a.m. C.S.T.

(b) If the Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, Licensee shall immediately notify Broker and shall undertake, at his own expense, such repairs as are commercially reasonable to restore full-time operation of the Station with its maximum authorized facilities at the earliest practicable time.

6. **Public File.** Licensee shall retain sole responsibility for the Station's compliance with the Act and the FCC's rules and policies, including those regarding the maintenance of the public inspection file. Licensee shall also be responsible for handling mail, emails and telephone calls received in connection with programs broadcast hereunder and with Station operations in general. Broker shall coordinate with Licensee to ensure that such correspondence and contact is timely forwarded to Licensee.

7. **Programming and the Public Interest.** The programming provided by Broker shall consist of such materials as are determined by Broker to be appropriate and/or in the public interest including, without limitation, such public affairs, public

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