

## TIME BROKERAGE EXTENSION AGREEMENT

This Time Brokerage Extension Agreement (this "*Extension Agreement*") is entered into as of the 30<sup>th</sup> day of April, 2021, by and between **CHARLES M. ANDERSON**, an individual residing in Hoover, Alabama ("*Licensee*"), licensee of Station WKLX(FM) - FCC Facility ID #10515, Brownsville, Kentucky (the "*Station*"), and **NEWBERRY BROADCASTING CORPORATION**, a Kentucky corporation ("*Programmer*").

WHEREAS, Licensee continues to have available broadcasting time on the Station and continues to be engaged in the business of radio broadcasting on the Station;

WHEREAS, Programmer desires to continue to avail itself of Station's broadcast time for the presentation of a programming service, including the sale of advertising time, in accordance with procedures and policies approved by the FCC; and

WHEREAS, Licensee and Programmer are parties to that certain Time Brokerage Agreement (the "*Time Brokerage Agreement*"), effective as of May 1, 2005 and continuing through May 1, 2015 as extended under the previous Renewal Term and in subsequent extension agreements to May 1, 2021 and the parties desire to further extend the Time Brokerage Agreement including all of provisions except as specifically stated below, for an additional five (5) year period to 11:59 p.m. local time on May 1, 2026.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and contained in the Time Brokerage Agreement, the parties hereto have agreed and do agree as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Section Amended. The following section of the Time Brokerage Agreement is hereby amended:

Section 1.2 Term. The Term of the Time Brokerage Agreement shall be extended for an additional five (5) year time period from May 1, 2021 to 11:59 p.m. local time on May 1, 2026, unless otherwise terminated as specified in Section 1.2 of the Time Brokerage Agreement. The right to an additional five (5) year Term is hereby granted with a ten percent(10%) increase in the monthly payment.

3. Schedules Amended. The attached Schedules 1.3, 2.4.1, and 4.1 hereby replace and supersede in their entirety the Schedules 1.3, 2.4.1, and 4.1 attached to the Time Brokerage

Agreement and are hereby made a part of the Time Brokerage Agreement for the Term of this Extension Agreement.

4. Effect of Extension Agreement. Except where inconsistent with the express terms of this Extension Agreement, all provisions of the Time Brokerage Agreement as originally entered into shall remain in full force and effect.

5. Reference to Time Brokerage Agreement. It shall not be necessary to refer to this Extension Agreement in any reference to the Time Brokerage Agreement. Any reference to the Time Brokerage Agreement shall be deemed to be a reference to the Time Brokerage Agreement as extended hereby in this Extension Agreement.

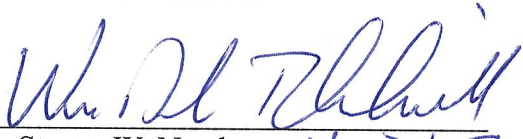
**IN WITNESS WHEREOF**, the parties have executed this Extension Agreement as of the date first above written.

**CHARLES M. ANDERSON**

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**COMMONWEALTH BROADCASTING  
CORPORATION**

By: \_\_\_\_\_

  
~~Steven W. Newberry~~ Wm. Dale Thornhill  
VICE President

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By:   
Steven W. Newberry Wm. Dale Thornhill  
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### **SCHEDULE 1.3**

#### **Payment Schedule**

In consideration for the air time supplied to Programmer pursuant to this Extension Agreement and the underlying Time Brokerage Agreement, Programmer shall make the following payments:

1. Monthly Fee. During the term of this Extension Agreement, Programmer shall pay Licensee a monthly fee (the "*Monthly Fee*") of [REDACTED] with no annual cost of living adjustments. The Monthly Fee shall be payable as of the first day of each calendar month and due on or before the fifteenth day of each calendar month; the Monthly Fee shall be prorated appropriately in the event that the Effective Date is not the first day of a calendar month.
2. Reimbursement of Station Operating Expenses. The monthly fee includes usual operating costs including utilities, insurance, FCC regulatory fees, taxes and equipment replacement when required. Programmer shall be responsible for the routine maintenance of transmission equipment and all program expenses including music licensing fees which shall include the following:
  - (a) Maintenance and repair costs with respect to the Station's transmission equipment and facilities, including the antenna, transmitter and transmission line, STL system and air conditioning not covered by insurance.
  - (b) Costs of such repairs as are necessary to maintain full-time operation of the Station with its maximum authorized facilities following the occurrence of any loss or damage.
  - (c) Licensee's expenses under ASCAP, Global Music Rights, SESAC and BMI licenses, as required by such organizations.
  - (d) All other usual and ordinary expenses of operation of the Station incurred by Licensee not excluded in paragraph 2.

Licensee shall provide the Optimod audio processor, the STL equipment, the Station's transmitter and exciter, the transmitter building, tower and antenna system.

Programmer shall provide all studio origination equipment, including EAS monitors and related equipment.

3. Late Payment Penalty. In the event any payment is not made by the date due, Programmer shall pay to Licensee a late fee of 1.5% of the total amount then remaining outstanding for each month or portion thereof until such outstanding amount is paid in full.

**SCHEDULE 2.4.1**  
**Licensee's Standards**

Programmer agrees to cooperate with Licensee in the broadcasting of programs in a manner consistent with the standards of Licensee, as set forth below:

1. Political Programming and Procedures. At least 90 days before the start of any primary or regular election campaign, Programmer will coordinate with Licensee's Manager the rate Programmer will charge for time to be sold to candidates for public office and/or their supporters to make certain that the rate charged conforms to all applicable laws and the Station's policy. Throughout a campaign, Programmer will comply with all applicable laws and rules concerning political candidacy broadcasts and will promptly notify Licensee's Manager of any disputes concerning either the treatment of or rate charged a candidate or supporter.
2. Required Announcements. Programmer shall broadcast an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station, and any other announcement that may be required by law, regulation, or the Station's policy.
3. Commercial Recordkeeping. Programmer shall maintain such records of the receipt of, and provide such disclosure to Licensee of, any consideration, whether in money, goods, services, or otherwise, which is paid or promised to be paid, either directly or indirectly, by any person or company for the presentation of any programming over the Station as are required by Sections 317 and 507 of the Communications Act and the rules and regulations of the FCC.
4. No Illegal Announcements. No announcements or promotion prohibited by federal or state law or regulation of any lottery, game or contest shall be made over the Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance, and such explanation be presented to Licensee, which reserves the right, in his sole discretion to reject any game, contest or promotion.
5. Indecency, Hoaxes. No programming violative of applicable laws and rules concerning indecency or hoaxes will be broadcast over the Station.
6. Controversial Issues. Any broadcast over the Station concerning controversial issues of public importance shall comply with the then current FCC rules and policies.
7. Respectful of Faiths. The subject of religion and particular faiths, tenets and customs shall be treated with respect at all times.

8. 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.

9. No Plugola or Payola. The broadcast of any material for which any money, service or other valuable consideration is directly or indirectly paid, promised to or accepted by, Programmer from any person is prohibited, unless at the time of such broadcast an announcement is made that the programming is paid for or furnished by such third person. Programmer shall advise Licensee's Manager with respect to any programming, including commercial material, concerning goods or services in which Programmer has a material financial interest. Any announcements for such goods and services shall clearly identify Programmer's financial interest.

10. Conflict in Programming or Advertising. Any programming or advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interests of the public, Licensee or the Station is prohibited.

11. Licensee's 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 is in conflict with the Station's policy or which in the judgment of Licensee or his Manager would not serve the public interest.

Licensee may waive any of the foregoing regulations in specific instances if, in his reasonable opinion, good broadcasting in the public interest will be served thereby.

**SCHEDULE 4.1**  
**Assumed Contracts**

None.