

## TIME BROKERAGE AGREEMENT

This is a TIME BROKERAGE AGREEMENT ("Agreement") effective the 24<sup>th</sup> day of August, 2022, by and between Todd Stuart Noordyk, Licensee of Radio Station WRPP-FM at Manistique, Michigan and Great Lakes Radio, Inc. Licensee of Radio Station W254AG-FM at Escanaba, Michigan, (hereinafter collectively referred to as "the Licensee"), and Aurora Media, LLC, prospective owner of WRPP-FM and W254AG-FM ("Broker").

### RECITALS:

WHEREAS, the Licensee is entering into an Asset Purchase Agreement for the sale of WRPP-FM and W254AG-FM ("the Stations") to Broker whereupon the parties would file an application with the Federal Communications Commission (the "FCC" or "Commission") seeking the approval of the assignment of the Stations' licenses and associated permits and authorizations from Licensee to Broker; and

WHEREAS, once FCC approval is secured for the assignment of the Stations' licenses to the Broker, the parties wish to terminate this Agreement; and

WHEREAS, Broker desires to produce radio programs in conformity with this Agreement and all rules, regulations and policies of the FCC; and

WHEREAS, the Licensee has broadcast time available for use by Broker; and

WHEREAS, Broker desires to avail itself of such broadcast time and provide certain programs for broadcast on the Stations in conformity with the terms of this Agreement; and

**NOW THEREFORE**, in consideration of the above recitals and of the mutual promises and covenants contained in this Agreement, the parties, intending to be legally bound, agree as follows:

1. **LICENSEE'S TRANSMISSION FACILITIES.** Licensee agrees to make its broadcast transmission facilities available to Broker and to broadcast over the Stations certain Programs of Broker which are to originate from an appropriate studio facility established by the Broker. Any costs attendant to transmitting programming to the Licensee's studios for broadcast will be that of Broker and as set forth herein. The Programs are described in **Appendix 1**, which is attached to and made a part of this Agreement. Any changes in the schedule of regular Programs must be provided by Broker to the Licensee at least twenty-four (24) hours in advance and must be approved by Licensee before being aired.

## 2. TIMES AND RATES.

(a) The times and charges for the Programs to be broadcast are fully set forth in **Appendix 2**, attached to this Agreement, and are subject to change by mutual consent of the parties. Broker agrees to pay Licensee for the broadcast of the Programs the amounts specified in **Appendix 2** on a monthly basis. The Payments are due and payable in full on the first day of each broadcast month. The failure of the Licensee to demand or insist upon prompt payment in accordance with this Agreement will not constitute a waiver of its right to do so.

(b) Broker shall be entitled to a credit against or partial refund of payments made to the Licensee pursuant to this Agreement under the conditions set forth and described in **Appendix 2**.

**3. TERM.** The term of this Agreement shall commence in accordance upon the execution of this Agreement and, unless sooner terminated in accordance with the terms hereof, shall continue for an initial term of twelve (12) months. This Agreement is subject to renewal thereafter by mutual agreement of the parties. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement is associated with the proposed sale of the Stations from Licensee to Broker and that the parties shall soon prepare and prosecute the associated FCC assignment application, secure such FCC approval and consummate the sale transaction within twelve (12) months of the effective date of this Agreement.

## 4. PROGRAMMING AND PROGRAMMING STANDARDS.

(a) Broker will furnish the artistic personnel and all materials for the Programs provided for by this Agreement. All Programs will be delivered to Stations' studios suitable for broadcast in a manner satisfactory to the Licensee. Licensee maintains the right to request from Broker, at least twenty-four (24) hours before the broadcast of such Programs, that Broker provide the Licensee with complete copies of the commercial, informational, or public service continuity and the script or type of musical selections to be performed during the following twenty-four (24) hours.

(b) All Programs supplied by Broker shall be prepared, written and broadcast in conformity with the regulations and restrictions set forth in **Appendix 3 ("Regulations and Restrictions of Radio Stations WRPP and W254AG")** attached to this Agreement. Broker acknowledges **Appendix 3** to be an integral part of this Agreement, and agrees to abide by the standards set forth in that Appendix in its programming and operations. The Licensee reserves the right to refuse to broadcast, suspend or cancel any Programs which do not, in the Licensee's sole discretion, determined in good faith, maintain a quality consistent with its policies and standards. If, in addition, the continuity, script or musical selections furnished by Broker fail to conform to the regulations and restrictions set forth in **Appendix 3**, the Licensee shall have the right, without prejudice to any other rights it may also have, to (1) furnish or substitute continuity, script or musical selections prepared by the Licensee, or (2) edit the continuity, script or musical selections as furnished or (3) refuse to

furnish transmission facilities to Broker. In all such cases, however, the Licensee will use its best efforts and due diligence to notify Broker of any changes or substitutions in advance of the broadcast.

(c) All rights, title and interest in and to any of Broker's programming, including the right to authorize the use of Broker's programming in any manner and in any media, shall be and remain vested at all times solely in Broker.

(d) In order for the Licensee to remain in compliance with the rules and regulations of the FCC, there shall be no restrictions placed upon the Licensee's editorial discretion to present controversial community issue-oriented programming, special events programming, or emergency programming. As a courtesy to Broker, the Licensee will use its best efforts and due diligence to notify Broker of any controversial, special or emergency programming that Broker may deem incompatible with Broker's entertainment programming format. However, Broker has no right to place any present or future restrictions upon Licensee's discretion to broadcast such programming.

## **5. RIGHTS TO SELL AND TO RETAIN REVENUES.**

(a). Subject to the Licensee's right to review, reject, and/or preempt Broker's programming, Broker shall have the right to sell advertising time for the program time purchased from the Licensee pursuant to this Agreement. Broker shall be entitled to keep monies, revenues (including, but not limited to, advertising revenues), profits, royalties, fees and other consideration arising from the broadcast time that Broker purchases. Trades must be approved by Licensee on a case by case basis before presented to any third party. **In offering the commercial inventory of the Stations for sale to third parties and in otherwise holding itself out to third parties, in no instance will the Broker represent, suggest or otherwise give the impression that Broker has any ownership of, control over or connection with the operation of the Stations. Broker may say they are "In the process of buying the stations".** Broker will affirmatively state to third parties in the sale of the Stations' commercial inventory that Broker is acting as a time broker of Stations' commercial inventory and programming only, and that except for such role as time broker, Broker has no other connection with or control over Stations' programming, finances or operations.

(b) External Sales Agreements – Broker may wish to utilize sales employees or contractors that may be, or may have previously been employed or contracted to sell for Licensee. Broker and Licensee will prepare an agreement to be executed with each individual seller allowing Broker to accept and place sales orders during Brokers Programming times from these sellers and shall include these conditions. Broker agrees to accept advertising orders on The Stations during Brokers Programming times and will pay a commission of 15% to seller(s) upon collection of revenue payments arising from these orders. If this Time Brokerage Agreement between Broker and Licensee is terminated for any reason, all External Sales Agreements will be terminated immediately and Licensee shall have no liability for any of the terms of these Agreements.

## **6. OPERATION OF STATIONS.**

### **(a) Management Authority and Control.**

Notwithstanding anything to the contrary in this Agreement, the Licensee shall have full authority and power over the operation of the Stations during the period of this Agreement. The Licensee shall provide and pay for the General Manager for the Stations, who shall report solely to and be accountable solely to the Licensee, and who shall direct the day-to-day operation of the Stations. The Licensee shall retain control, said control to be reasonably exercised, over the policies, programming and operations of the Stations, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to preempt any Program in order to broadcast a program deemed by the Licensee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of Michigan, and the rules, regulations, and policies of the Federal Communications Commission ("FCC"), including Section 310(d) of the Communications Act of 1934, as amended. The parties mutually agree that this Agreement will, at all times, be subject to the rules, regulations and policies of the FCC and that neither will take any action which would be inconsistent with such rules, regulations and policies. If any provision of this Agreement, or any Appendix or Attachment to it, is deemed to be in violation of any present or future FCC rules, regulations and policies, the parties agree to mutually cooperate in modifying this Agreement in such manner as is necessary to effect compliance.

### **(b) Coordination of Technical Operation.**

(i) Broker will advise the Licensee of the name, telephone number and address of the representative of Broker who will be responsible for the day-to-day activities of Broker at the Broadcast Facilities, and who will be available to discuss with the General Manager of the Licensee all matters pertaining to the physical condition of, and technical matters concerning, the Broadcast.

(ii) Broker will give the Licensee immediate telephone Notice, followed by written confirmation, of any operating deficiency regarding the Station as soon as practical after Broker has actual knowledge thereof. Likewise, the Licensee will give Broker immediate telephone notice, followed by written confirmation, of any operating deficiency regarding the Station after the Licensee has actual knowledge thereof.

**(c) Handling of Mail.** The Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programs broadcast under the terms of this Agreement unless the Licensee, at the request of Broker, has agreed in writing to do so. In this event, the receiving and handling will be at the sole risk and responsibility of Broker and Broker will reimburse the Licensee for all expenses incurred by it. If any of the Programs are used to solicit listeners to order merchandise, and if any person

so solicited complains to the Licensee concerning the quality or failure to receive merchandise ordered pursuant to solicitation on the Programs covered, Broker will, within ten (10) days after notification from the Licensee, refund to such person the purchase price of such merchandise whether or not Broker or Broker's agent has a record of actually having received an order from such person. Upon failure of Broker or Broker's agent to make such refund, the Licensee may make such refund and Broker will reimburse the Licensee within ten (10) days.

**(d) Station Identification, EAS Tests & Duty Operators.** During all hours when Broker is delivering programming for broadcast over the Stations, Broker shall include in its programming, at the appropriate times, the hourly station identification announcement required by the FCC rules and policies to be broadcast over the Stations. During all hours when the Stations are in operation, Broker shall provide and compensate a duty operator for the Stations. Such duty operator shall be subject to the supervision and direction of the Licensee. Additionally, during all hours when Broker's programming is being broadcast over the Stations, Broker shall maintain at the location from which the programming is being originated a receiver capable of receiving test messages and alerts over the Emergency Alert System ("EAS"), which EAS receiver shall be either continuously monitored or compliance with the FCC's EAS rules shall be made in any other legal manner. If an EAS test or alert is received during the hours when Broker is delivering its programming for broadcast over the Stations, Broker shall cause the appropriate EAS test or alert message to be transmitted over the Stations and shall, in the event of an actual activation of the Emergency Alert System, cause all steps that the Stations are required to take in such an event, and shall be responsible for assuring that the receipt and broadcast of all EAS tests and alerts are properly recorded in each Station's log. Broker agrees to monitor EAS transmissions and record them by sending an email to Licensee logging this event on all stations. In the event Licensee suffers any loss, damage or liability, including without limitation a forfeiture imposed by the FCC, as a result of Broker's failure to perform its obligations pursuant to this Section, Broker shall immediately indemnify Licensee for any such loss, damage or liability. The failure of Broker to perform its obligations pursuant to this Section shall not constitute a basis for termination of this Agreement, unless such failures shall persist after repeated warnings by the Licensee.

**(d) Station Websites and Social Media.** Any Station website or social media account that pertains to the Stations will remain under control of the Licensee. Access to these sites and accounts will be granted to the Broker for use in marketing the Stations. All user accounts and passwords need to be given to Licensees immediately via email upon creating or updating accounts and password. The Licensee reserves the right to refuse, suspend or cancel any content or publication which do not, in the Licensee's sole discretion, determined in good faith, maintain a quality consistent with its policies and standards. If, in addition, the online content, publication, posts, updates, continuity, script or musical selections furnished by Broker fail to conform to the regulations and restrictions set forth in **Appendix 3**, the Licensee shall have the right, without prejudice to any other rights it may also have, to (1) furnish or substitute continuity, script or musical selections prepared by the Licensee, or (2) edit the continuity, script or musical selections as furnished or (3) refuse to

furnish online access and facilities to Broker. In all such cases, however, the Licensee will use its best efforts and due diligence to notify Broker of any changes or substitutions in advance.

## **7. PROGRAMMING RESPONSIBILITIES OF THE LICENSEE.**

(a) **Community Issue Programming.** It is understood and agreed that the Licensee has certain public interest obligations and responsibilities to broadcast programming which covers issues of public importance to the local community. The Licensee will ascertain local issues to be addressed on the Stations and will prepare the periodic listings of local needs and issues required by the FCC, and to the extent necessary, Broker will cooperate with and assist the Licensee in preparing and/or airing the responsive programs and reports. Broker will provided Licensee with weekly updates of any Broker generated programming that pertains to the covering of Community Issues. The parties intend that the Licensee will use a substantial portion of the air time so reserved to it to satisfy its programming obligations. From time to time, the Licensee shall air specific programming on issues of importance to the local community. Further, the Licensee will prepare a list of the local community issues which will be covered by the Stations in each calendar quarter during the term of the Agreement. The Licensee will also prepare an Issues/Programming Report listing the local issues that were addressed by the Stations during each calendar quarter together with other detailed information regarding the same, and will file the Issues/Programming Report in the Station's Online Public Inspection File on a timely basis. Nothing in this Agreement shall abrogate the unrestricted authority of the Licensee to discharge its obligations to the public and to comply with the law, and rules and policies of the FCC.

(b) **Station Identification and Public Service Announcements.** The Licensee shall coordinate with Broker each Station's hourly station identification announcements to be aired in accord with FCC rules. Broker agrees to broadcast a reasonable amount of public service announcements (PSA's) per week. Broker and the Licensee shall consult as necessary as to the selection and broadcast of such PSA's, subject to the final authority of the Licensee.

(c) **Special Events Programming.** The Licensee reserves the right in its discretion, and without liability, to preempt one or more of the Programs referred to, and to such part of the time contracted for in this Agreement by Broker, as the Licensee, in its sole discretion, deems necessary for the broadcast of special events of local, regional or national importance. In all such cases, the Licensee will use its best efforts to give Broker reasonable notice of its intention to preempt such broadcast or broadcasts, and, in the event of such preemption, Broker shall receive a payment credit for the broadcast or broadcasts so omitted, as provided in **Appendix 2**, unless made at some substituted time which is mutually satisfactory to the parties. Should the Licensee determine, in its sole discretion, that a specific program should be broadcast by the Station during the hours made available to Broker on a regularly scheduled basis, the Licensee will have the right to do so upon giving reasonable Notice to Broker.

(d) **Emergency Programming.** The Licensee also retains the right to interrupt Broker's programming at any time, in case of an emergency, although both parties shall cooperate in the broadcast of emergency information over the Stations. Broker agrees that the Licensee, in its discretion, may preempt broadcast time purchased by Broker and cause the Stations to air certain programs in advancing each Station's public interest responsibilities, and may require Broker's reasonable assistance in the production of those programs. Broker agrees to provide all reasonable assistance in both the production and broadcast of such programs.

## **8. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES.**

### **(a) By Broker.**

(i) **Program Production Costs, Licenses and Fees.** Broker shall be solely responsible for the salaries, payroll taxes, insurance, and related costs for all personnel used by Broker in the production of its programming and advertising sales, and for any publicity or promotional expenses incurred by Broker. Licensee reserves the right to require Broker to reimburse Licensee for all telephone charges associated with program production and listener response, for all fees to ASCAP, BMI, SESAC, and for any other copyright fees attributable to programming broadcast on the station pursuant to this Agreement, including fees charged by any programming provider, network or syndicator.

(ii) **Program Transmission Costs.** Licensee reserves the right to require Broker to reimburse Licensee for any expenses incurred in the origination and/or delivery of programming from any remote location and the Main Studios of Stations, including electric power at each Station's transmitter site, routine maintenance of each Station's transmitter and antenna, including replacement tubes and spare parts.

(iii) **Taxes Attributable to Broker's Operations.** Broker covenants, warrants and agrees that all taxes (of whatever nature, including but not limited to, federal and local, income, excise, sales, use or withholding taxes) which heretofore have been or hereafter may be imposed upon any sales solicited on the broadcasts shall be paid by Broker or Broker's agent and Broker shall at all times indemnify and hold the Licensee harmless from and against any or all claims arising out of any failure of Broker or Broker's agent to pay such taxes. For the purposes of this agreement, any advertiser or entity which is solicited by Broker or representative of Broker for any Program, or participation in any Program, shall be deemed to be Broker's agent.

(iv) **Other Reimbursable Business and Incidental Expenses.** Attached hereto as **Appendix 4** is a comprehensive list of regular monthly business expenses relating to the operation of the Stations that Broker shall reimburse Licensee for -- but not pay directly. This list of reimbursable expenses may be updated from time to time by Licensee. Furthermore, **the parties acknowledge and agree that Broker should reimburse Licensee for these expenses -- rather than pay them directly -- so as to comply with the general policies of the FCC that safeguard against unauthorized**

and premature transfers of control of broadcast licenses.

(b) **By The Licensee.**

(i) **Other Management and Operating Costs.** The Licensee will provide, and be responsible for, each Station's personnel necessary for the management and operation of the Station other than programming and programming personnel, and will be responsible for the salaries, taxes, and related costs for such Station personnel. Whenever on each Station's premises, all personnel, whether that of the Licensee or of Broker, will be subject to the supervision and the direction of the Licensee. The Licensee hereby designates Todd Noordyk, the President of Great Lakes Radio, Inc., as the General Manager responsible for the day-to-day oversight of the Stations' broadcast operations.

(ii) **Online Public Inspection File.** The Licensee shall continue, at its expense, to maintain each Station's Online Public Inspection File on the FCC's website.

**9. FORCE MAJEURE.** Any failure or impairment of facilities or any delay or interruption in Broadcasting Programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof or force majeure, or due to causes beyond the control of the Licensee, shall not constitute a breach of this Agreement and the Licensee will not be liable to Broker, except to the extent of allowing in each such case a pro rata payment credit for such time or broadcasts at the rates indicated in **Appendix 2.**

**10. COMPLIANCE WITH LAW.** Broker agrees that, throughout the term of this Agreement, Broker will comply with all laws and regulations applicable in the conduct of the Licensee's business and Broker acknowledges that the Licensee has not urged, counseled, or advised the use of any unfair business practice.

**11. THE LICENSEE'S RIGHT TO MONITOR AND INSPECT THE OPERATIONS AND RECORDS OF BROKER.** The Licensee shall have, under this Agreement, at all reasonable times, and upon twenty-four (24) hours advance request to Broker:

(a) The right to inspect any remote broadcast studios and related facilities used by Broker to prepare, produce, originate and transmit its programming to the Main Studios and broadcast transmitter of each Station;

(b) The right to monitor and to review, prior to broadcast all commercial continuity, scripts, informational and other non-entertainment programming originating with, or under the aegis and control of, Broker;

(c) The right to inspect and review all contracts or requests for broadcast time for political advertising, issue-oriented advertising, or other sponsored non-entertainment programming. Except as it may be required, under FCC, or other federal state or local laws and regulations, to disclose such information, the Licensee, its employees and agents, shall keep all information provided by Broker to it in confidence, and shall not



reveal nor disclose such information to no other person, except as may be required by law, or under the Licensee's Licensing Agreement with a network, program syndicator, or music licensing organization.

(d) Broker will submit to Licensee via email a sales pacing report and end of month report by the first of the following month occasionally, or when requested by Licensee. These reports shall include: deposits, revenue summaries by account, accounts receivable by account, advertising scheduled by account. Natural Log defined reports as: account receivable aging (both cash and trade), projected vs budget, sales projections and any additional report requested by Licensee.

## **12. INDEMNIFICATION.**

**(a) By Broker.** Broker will indemnify and hold and save the Licensee harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights or privacy, infringement of copyrights and proprietary rights, FCC forfeitures, or from any liability (including reasonable legal fees and other expenses incidental thereto) resulting from the programming furnished by Broker. Further, Broker warrants that the broadcast of the Programs will not violate any rights of others, and Broker agrees to hold harmless the Licensee, the Stations, and its respective officers, directors, agents, stockholders, employees and assigns, from any and all claims, damages, liability, costs and expenses, including counsel fees (at trial and on appeal), arising, directly or indirectly, from the production or broadcast of the Programs. The Licensee reserves the right to refuse to broadcast any Program containing matter which is, or in the reasonable opinion of the Licensee may be, or which a third party claims to be, violative of any right of theirs or which may constitute a personal attack as the term is defined by the FCC. Broker's obligation to hold the Licensee harmless against the liabilities specified above shall survive any termination of this contract.

**(b) By The Licensee.** The Licensee shall indemnify and hold and save harmless Broker from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, arising out of Licensee's ownership and operations of the Stations prior to the commencement of this Agreement, as well as Licensee's broadcasts of Licensee's programs during the term of this Agreement to the extent permitted by law.

(c) As a condition precedent to the indemnity obligation of any party hereto, the party requesting indemnification ("Indemnitee") shall give the other party ("Indemnitor") notice of any such claim for indemnity within ten (10) days after Indemnitee has knowledge or notice thereof, and the Indemnitee must cooperate and assist the Indemnitor in the defense of such claim and shall not settle, adjust, compromise, interfere with or otherwise admit or pay such claim without the prior written consent of the Indemnitor.

(d) The obligations of the parties set forth in this Paragraph shall survive the termination of the term of this Agreement and continue to be binding obligations upon the parties hereto.

**13. EVENTS OF DEFAULT.** The following shall, after the expiration of the applicable cure period, constitute Events of Default under this Agreement:

(a) **Non Payment.** Broker's failure to timely pay the consideration due to the Licensee provided for by this Agreement, as and when due and payable; or

(b) **Default in Covenants.** Broker's default in the material observance or performance of any material covenant, condition, or agreement contained in this Agreement; or

(c) **Violation of the Licensee's Programming Standards.** Broker's failure to conform its programming substantially in compliance with the regulations and restrictions of the Licensee, as set forth in **Appendix 3** attached hereto, or of the Rules, Regulations and Policies of the FCC; or

(d) **Breach of Warranties and Representations.** If any material representation or warranty made by Broker in this Agreement, or in any certificate or document furnished to the Licensee pursuant to its provisions, shall prove to have been false or misleading in any material respect as of the time made or furnished; or

(e) **Insolvency, Bankruptcy, Liquidation.** If Broker shall become insolvent or unable to pay for its debts as they mature, or shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, or shall file an Answer admitting to the jurisdiction of any Bankruptcy Court or other sovereign, and the material allegations of an involuntary petition, pursuant to any act of Congress relating the bankruptcy or any act purporting to be amendatory thereof, or shall be adjudicated bankrupt, or shall make an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, or shall apply for or consent to or suffer the appointment of any receiver or trustee for it or a substantial part of its property or assets; — then, subject to the cure rights of Broker set forth immediately below, the Licensee shall have the right to terminate the term of this Agreement upon notice thereof to Broker and in such event, (i) the Licensee shall be under no further obligation to make available to Broker any further broadcast time or facilities, and (ii) all amounts due and payable to the Licensee (which have not been paid) shall be paid.

**14. CURE PERIODS.** Notwithstanding anything apparently to the contrary herein, before Broker is in default of Paragraph 13(a) of this Agreement and before the Licensee shall have the right to terminate the term of this Agreement:

(a) Broker shall have seven (7) days from its receipt of Notice of delinquent payment

from the Licensee (which Notice shall state the amounts due and payable under this Agreement that are past due and delinquent) to cure such non-payment and pay the amounts set forth in the Notice before the Licensee declares Broker in default and terminates the term of the Agreement, except that the Licensee shall not be obligated to give any such notice to Broker if the Licensee has previously given Broker three (3) different notices of the delinquent payment of the monthly payment for three (3) different months whether or not consecutive (in which such payments were due); and/or

(b) If a default occurs under the provisions of Paragraph 13(b) of this Agreement, Broker shall have thirty (30) days after Notice of such default by the Licensee. If a default occurs under Paragraphs 13(b) or 13(d) above, and Broker uses good faith and due diligence to cure such default but because of reasons beyond its reasonable control Broker cannot cure such default within thirty (30) days, the Licensee shall not terminate the term of the Agreement, and Broker shall have a reasonable period of time to cure such default provided Broker continues in good faith and due diligence to cure such default.

**15. TERMINATION UPON DEFAULT.** In the event of the occurrence of an Event of Default, (i) the Licensee shall be under no further obligation to make available to Broker any further broadcast time or broadcast transmission facilities, and (ii) all amounts accrued or payable to the Licensee up to the date of termination which have not been paid shall immediately become due and payable. If an Event of Default is declared as a result of failure to make the payments required by Paragraph 13(a), all future payments due until the end of this Agreement shall also become immediately due and payable as of the date of such Event of Default. If an Event of Default is declared as a result of the breach set forth in Paragraphs 13(b) through 13(e), then the Licensee shall be entitled to recover actual damages for such breaches.

**16. TERMINATION OF AGREEMENT OTHER THAN BY DEFAULT.** This Agreement may be terminated by either party, after ten (10) days written Notice to the other, upon the occurrence of one or more of the following events or conditions:

(a) As provided in Paragraph 6(a) herein, or if the Federal Communications Commission otherwise adopts a final Rule or Order which has the effect of rendering the substantial operating provisions of this Agreement contrary to the public interest, convenience and necessity pursuant to such Rule or Order; or

(b) Either Station ceases regular broadcast operations and remains off the air for a period exceeding thirty one (31) days, provided, that the party giving Notice of termination is without fault in connection with such suspension of broadcast operations, or otherwise in breach of this Agreement; and provided further, that Station's operations are not resumed within such ten (10) day Notice period; or

(c) A court of competent jurisdiction in the State of Michigan declares this Agreement to be null and void, and of no further effect; or

(d) The Application of the Licensee for Renewal of either Station License is subject to challenge and/or is designated for hearing by the FCC, or the FCC institutes a License revocation proceeding against the Licensee and the Station; or,

(e) The sale of the Stations from the Licensee to the Broker has not consummated within twelve (12) months from the effective date of this Agreement.

**18. LIABILITIES UPON TERMINATION OF THIS AGREEMENT.** Upon the termination of this Agreement, whether by operation of default, expiration, or otherwise:

(a) Broker shall be responsible for all liabilities, debts and obligations of Broker accrued from the purchase of air time and transmission facilities including, without limitation, accounts payable, barter agreements, and unaired advertisements; but not the Licensee's Federal and local tax liabilities associated with Broker's payment to the Licensee as provided for by this Agreement. With respect to Broker's obligations for consideration in the form of air time for which Broker has received prepayment, Broker may propose compensation to the Licensee for meeting these obligations, but the Licensee shall be under no duty to accept such compensation or to perform such obligations.

(b) Any unfulfilled obligations of Broker to provide time or advertising on a trade or barter basis shall remain Broker's responsibility unless the Licensee shall assume the same pursuant to separate agreements between Broker and the Licensee. Broker shall, in any event, indemnify and hold the Licensee harmless of and from all of Broker's liabilities not assumed by the Licensee as provided above, including any and all of the aforementioned contracts that Broker terminates which are not expressly assumed in writing by the Licensee. The obligation of Broker to indemnify the Licensee pursuant to the preceding sentence shall survive the termination of the term of this Agreement and continue to be the legally binding obligation of Broker.

(c) Upon termination of this Agreement either upon default or upon occurrence of allowed condition as provided herein, Broker shall promptly provide the Licensee with a list of all contracts, accounts, barter arrangements, and other obligations of Broker to provide air time on the Stations for the promotion or benefit of a sponsor or other third party (the "Unperformed Obligations"). The Licensee shall, within ten (10) business days thereafter, advise Broker which of the Unperformed Obligations the Licensee will assume. Broker shall be entitled to a commission of twenty percent (20%), payable upon collection by the Licensee, for each account or contract of the Unperformed Obligations agreed to be assumed and performed by the Licensee, to the extent that such assumed Unperformed Obligations have not been prepaid. All Licensees provided or used equipment must be returned in good working order, traffic and billing records, and all websites, accounts, usernames, passwords, etc. must be transferred or made available for pick up within 5 business days.

**19. AUTHORITY AND CAPACITY.** Both the Licensee and Broker represent that they are legally qualified, empowered, and able to enter into this Agreement, and, to

the extent necessary, have full authorization from their governing boards.

**20. ASSIGNMENT.** Neither party may assign its rights or obligations to a third party without the express written consent of the other party, except that, notwithstanding the foregoing, each Party has the right to assign as collateral, its rights and obligations under this Agreement to an institutional lender or other party providing credit or financing to such party. The party making such an assignment shall provide Notice of same as provided in Paragraph 30, herein.

**21. ANCILLARY BROADCAST RIGHTS.** In the event the Licensee obtains any digital or other ancillary broadcasting rights as a result of its ownership of the Stations, Broker may be entitled (at an additional charge to be negotiated at that time) to take advantage of revenue potential and technical improvements associated with such rights. During the term of this Agreement and upon written consent of Licensee, the Broker may utilize and sell the Stations' subcarrier frequencies, In-Band On-Channel ("IBOC") HD, collected monies, revenues (including, but not limited to, advertising revenues), profits, royalties, fees and other consideration.

**22. COMPLIANCE WITH MULTIPLE OWNERSHIP RULES.** The parties hereby acknowledge and agree that Section 73.3555 of the FCC's Rules and Regulations will not be violated by the effectuation of this Agreement. Each party agrees to keep the other informed of any events or matters that might cause this Agreement to become in violation of Section 73.3555 at any time during the term of this Agreement.

**23. COMPLIANCE WITH SAME SERVICE SIMULCASTING RULES.** Broker hereby acknowledges and agrees that implementation of this Agreement will not result in a violation of Section 73.3556 of the FCC's Rules with regard to duplication of programming on commonly owned and time brokered same service broadcast stations.

**24. NO WAIVER; REMEDIES CUMULATIVE.** No failure or delay on the part of the Licensee or Broker in exercising any right or power under this Agreement will operate as a waiver of that right or power; nor shall any single or partial exercise of any such right of power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right of power. The rights and remedies of the Licensee and Broker provided in this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

**25. INTERPRETATION.** This Agreement shall be construed in accordance with the laws of the State of Michigan, and the obligations of the Licensee under this Agreement are subject to the terms of the licenses held by the Licensee and to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other Commissions, governmental bodies or authorities presently existing or later constituted.

**26. APPENDICES.** All appendices and attachments referred to in this Agreement are deemed part of this Agreement and equally binding on the parties.

**27. HEADINGS.** The headings of the provisions for this Agreement are included for convenience only, and no such heading shall in any way alter the meaning of any provision.

**28. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Licensee, Broker, and their respective successors and assigns.

**29. COUNTERPART SIGNATURES.** This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original but all of which, together will constitute one and the same instrument and binding on the parties, notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement will be effective as of the date on which the executed counterparts are exchanged by the parties.

**30. NOTICES.** (a) Any notice required under this Agreement shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, by overnight delivery service or mailed by certified mail, postage prepaid, with return receipt requested, and addressed as follows:

If to The Licensee:

Great Lakes Radio, Inc.  
Todd Stuart Noordyk  
P.O. Box 726  
Marquette, MI 49855

With a copy to:

Cary S. Tepper, Esq.  
Tepper Law Firm, LLC  
4900 Auburn Avenue  
Suite 100  
Bethesda, MD 20814-2632

If to Broker:

Todd Mohr, Member  
Aurora Media, LLC  
1401 N. 26<sup>th</sup> St. - Suite 104  
Escanaba, MI 49829

With a copy to:

Mark Denbo  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Ave, NW  
Washington, D.C. 20016

(b) Notice, as provided by this Paragraph, shall be given to any other person or party, as any present party may in the future designate in writing, upon due notice to the other. The postal receipt for deposit with the U.S. Mail or Overnight Courier service specified shall establish the date of such notification or communication; provided, however, that Notice may also be provided by Electronic Facsimile or telecopier where receipt of the same is verified by immediate telephone voice confirmation. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on a Saturday, Sunday, a federal legal holiday or legal holiday by law in the State of Michigan, the last day for such notification, communication or action shall be extended to the first (1st) date thereafter which is not a Saturday, Sunday or legal holiday.

**31. ENTIRE AGREEMENT.** This Agreement embodies the entire understanding between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter of this Agreement. No alteration, modification or change of this Agreement shall be valid unless by like instrument.

**32. SEVERABILITY.** If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, this shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Agreement.

**33. FCC PREEMPTION.** The term of this Agreement shall terminate if the FCC adopts and enacts any rule or regulation, or issues any final order, decision or decree, which dictates that the transactions contemplated by this Agreement constitute a violation under the statutes, rules and regulations with the FCC.

**34. COMPLIANCE COSTS.** If any suit is instituted to compel compliance with the provisions of this Agreement and/or to recover damages for the breach thereof, the prevailing party shall be entitled, in addition to any other remedies, to reimbursement of all reasonable litigation expenses, including reasonable attorneys' fees.

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

**LICENSEE:**

**GREAT LAKES RADIO, INC.**

By: 

Todd S. Noordyk  
President

**TODD STUART NOORDYK**

By: 

Todd Stuart Noordyk

**BROKER:**

**AURORA MEDIA, LLC**

By: 

Todd Mohr  
Member



**DESCRIPTION OF PROGRAMS**

All Programming and potential changes to current programming are subject to the Licensee's review and approval prior to being aired. During the TBA Broker will use current existing distribution facilities via FTP, email, Satellite receivers at the Cooks tower site and/or at Brokers current studio location to program the stations.

1. The Broker will provide music programming and non-entertainment programming as follows: Westwood One (WWO) Real Classic Rock music formats, ABC News from WWO, Michigan News and Sports from Michigan Talk Network and WeatherEye for Weather updates.

2. Broker may provide programming dealing with local, regional and national news, promotions (which include on-air giveaways) and contests.

3. Broker may provide to traffic the following programming in these lengths :15, :30, :60, :90 :120 seconds

- (a) Commercials and Promotions
- (b) PSAs
- (c) Local Sports / Local News Vignettes
- (d) Pre recorded Remote Breaks

**BROADCAST TIMES AND CHARGES**

1. **Broadcast Time Made Available to Broker by the Licensee on the Station:** Daily, 24 hours, except during maintenance, emergency or during times of special interest (as set forth in the Time Brokerage Agreement), except as follows:

(a) Such time as is required to broadcast a reasonable amount of public service announcements ("PSA's) per week.

(b) Emergency broadcasts or other preempted programming deemed by the Licensee in its good faith discretion, to be in the public interest.

(c) Preempted or substituted programming, where, in the judgment of the Licensee, such programming would be more suitable and consistent with the programming rules, regulations and policies of the Station and/or the FCC.

(d) Programming supplied by the Licensee, as otherwise provided by the Time Brokerage Agreement.

2. **Fees, and Assumed and Reimbursed Costs:**

(a) One Thousand Dollars (\$1,000) per month during the term of this Agreement, payable in advance and in full on the first day of each month, to be prorated on a daily basis in the event of termination of this Agreement prior to the end of any month, or pro rata refunds for lost or preempted programming time, as set forth herein. All Payments to Licensee are non refundable.

Checks payable to Licensee:

Great Lakes Radio, Inc.  
P.O. Box 726  
Marquette, MI 49855

- (b) **Renewal of Agreement.** After the initial term of this Agreement, this Time Brokerage Agreement is subject to renewal by mutual agreement of the parties, at a rate to be determined during renewal negotiations.
- (c) Broker will maintain casualty and liability insurance, including broadcast errors and omissions insurance, in amounts comparable to standard industry practice, and naming the Licensee as a loss payee.
- (d) Broker will be responsible for all programming and production costs, including program suppliers fees, music licensing fees, salaries, payroll and unemployment taxes, merchandise, supplies, draws and commissions.
- (e) Other costs or reimbursements as provided in the Time Brokerage Agreement.

### **3. Refunds and Payments Credits.**

- (a) Provided Broker is not in breach of this Agreement, Broker shall be entitled to a credit against the next month's regular payment due to the Licensee, or, in the event of termination as provided for in the Agreement, a partial, pro rata refund of the past month's regular payment, for all broadcast time utilized by the Licensee, or otherwise not made available to Broker, as follows:
  - (i) Where the Licensee preempts the programming for Emergency Broadcasts, as provided for in the Agreement; or
  - (ii) Where the Licensee substitutes its own programming for Broker's scheduled programming, where, in the judgment of the Licensee, such programming would be more suitable and consistent with the programming rules, regulations and policies of the Station and/or the FCC.
  - (iii) Where, due to unscheduled maintenance, Acts of God or other force majeure, the Station has suspended normal broadcast operations, during times when Broker otherwise has a right, under this Agreement, to use of the Licensee's broadcast time.
- (b) No payment credit or refund shall be due to Broker:

- (i) For broadcast time reserved by the Licensee to meet its community service programming obligations, as set forth above; or
- (ii) For time made available to broadcast a reasonable amount of public service announcements (PSA's) per week; or
- (iii) For time made available to broadcast any and all announcements and programs required to be broadcast under FCC Rules, Regulations and Policies, including, but not limited to, Station Identification, Sponsorship Identification, Responses to Station Political Editorials, Responses to Personal Attacks, and equal broadcast opportunities under the Commission's political broadcast rules and the Communications Act; or
- (iv) For time not made available to Broker, after the Licensee has provided Broker with a Notice of Termination or Default, as provided in the Agreement.

## **Appendix 3**

### **RADIO STATIONS WRPP-FM and W254AG-FM**

#### **Regulations & Restrictions**

-----

Broker agrees to cooperate with the Licensee in the broadcasting of programs of the highest possible standard of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programs.

**I. 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 or persons shall be made during the discussion of controversial issues or 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, the Licensee may require that responsive programming be aired.

**II. NO PLUGOLA OR PAYOLA.** The following business activities or "plugs", relating to the payment, acceptance of payment, agreement to pay or agreement to accept payment of money or other consideration is prohibited: (a) taking money, gifts or other compensation from any person for the purpose of playing any record or records on the air; (b) taking money, gifts or other compensation from any person for the purpose of refraining from playing any record or records on the air; (c) taking money, gifts or other compensation from any person for the purpose of promoting any business, charity or other venture without first informing the Station's General Manager, and (d) promoting any business venture which is unconnected with Radio Stations WRPP and W254AG on the air without first informing the General Manager.

**III. ELECTION PROCEDURES.** At least ninety (90) days before the start of any primary or regular election campaign, Broker will clear with the Stations' General Manager the rate Broker will charge for the time to be sold to candidates for the public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and station policy.

**IV. PROGRAMMING PROHIBITIONS.** Broker shall not 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 coy, or any other unfair competition.

C. **Commercial Disparagement.** Any disparagement of competitors or competitive goods.

D. **Indecency.** Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment.

E. **Price Disclosures.** Any price mentions except as permitted by the Licensee's policies current at the time.

F. **Unauthenticated Testimonials.** Any testimonials which cannot be authenticated.

G. **Descriptions of Bodily Functions.** Any continuity which describes, in a patently offensive manner, internal bodily functions or symptomatic results of internal disturbances, or reference to matters which are not considered acceptable topics in social groups.

H. **Conflict Advertising.** Any advertising matter or announcement which may, in the opinion of the Licensee, be injurious or prejudicial to the interests of the public, the Stations or honest advertising and reputable business in general.

V. **No Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited. This prohibition includes announcements with respect to bingo parties and the like which are to be held by a local church, unless expressly permitted by State law.

VI. **No "Dream Books."** References to "dream books," the "straight line", or other direct or indirect descriptions or solicitations relative to the illegal numbers lottery, "numbers game," or the "policy game," or any other form of gambling are prohibited.

VII. **No Numbers Games.** References to chapter and verse numbers, paragraph numbers, or song numbers which involve three digits should be avoided and, when used, must be related to the overall theme of the program.

VIII. **No Casino Gambling.** The broadcast of information which promotes the patronizing of gambling casinos is prohibited, except where gambling casinos are permitted by state law.

IX. **No Indian Banking Card Games.** The mention of Indian banking card games such as baccarat, chemin de fer, and blackjack, as well as electronic or electro-mechanical facsimiles of any game of chance or slot machines, casino gambling, craps, roulette and betting parlors is prohibited, except where permitted by state law.

X. **No Off-Reservation Indian Raffles.** The mention of any Indian gaming, such as raffle, conducted off Indian lands, is prohibited.

XI. **COMMERCIAL LIMITATIONS.** With respect to any given segment of air time leased hereunder, the amount of commercial matter shall not exceed 16 minutes during any sixty-minute segment. Broker will provide, for attachment to the station logs, a list of all commercial announcements for its programming.

XII. **REQUIRED ANNOUNCEMENTS.** Broker shall broadcast (i) an announcement in a form satisfactory to the Licensee at the beginning of each hour to identify the Stations, and (ii) any other announcements that may be required by law, regulation, or Station policy.

**XIX. RELIGIOUS PROGRAMMING RESTRICTIONS.** Any programming broadcast by the Broker is subject to the following restrictions:

A. **Respectful of Faiths.** The subject of religion and references to particular faiths, tenets, and customers shall be treated with respect at all times.

B. **No Denominational Attacks.** Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.

C. **Donation Solicitation.** Requests for donations in the form of a specific amount (for example, \$1.00 or \$5.00), shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the broadcast or the church are permitted.

D. **Treatment of parapsychology.** The advertising or promotion of fortunetelling, occultism, astrology, phrenology, palm reading, or numerology, mind-reading character readings, or subjects of the like nature is not permitted.

E. **No Ministerial Solicitations.** No invitations by the minister or other individual appearing on the program to have listeners come and visit him or her for consultation or the like shall be made if such invitation implies that the listeners will receive consideration, monetary gain, or cures for illness.

F. **No Miracle Solicitation.** Any invitations to listeners to meet at places other than the church and/or to attend other than regular services of the church is prohibited if the invitation, meeting, or service contains any claim that miracles, cures, or prosperity will result.

**XX. CREDIT TERMS ADVERTISING.** Pursuant to rules of the Federal Trade Commission, no advertising of credit terms shall be made over the Station beyond mention of the fact that if desired, credit terms are available.

**XXI. COMMERCIAL RECORD KEEPING.** Broker shall not receive any consideration in money, goods, services, or otherwise, directly or indirectly (including to relatives) from any persons or company for the presentation of any programming over the Stations without reporting the same in advance to and receiving the prior written consent of the Licensee's General Manager. No commercial messages ("plugs") or undo references shall be made in programming presented over station to any business venture, profit making activity, or other interest (other than noncommercial announcements for bona fide charities, church activities, or other public service activities) in which Broker (or anyone else) is directly or indirectly interest without the same having been approved in advance by the Licensee's General Manager/Chief Engineer and such broadcast being announced and logged and sponsored.

**XXII. NO ILLEGAL ANNOUNCEMENTS.** No announcements or promotion prohibited by federal or state law, or regulation of any lottery or game, shall be made over the Stations. Any game, contest, or promotion relating to or to be presented over the Stations must be fully stated and explained in advance to the Licensee, which reserves the right in its sole discretion to reject any game, contest, promotion.

**XXIII. LICENSEE DISCRETION PARAMOUNT.** In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Commissions, the Licensee reserves the right to reject or terminate any programming or advertising proposed to be presented or being presented over the station which is in conflict with Stations' policy or which in the Licensee or its General Manager/Chief Engineer's sole judgment would not serve the public interest.

**XXIV. ECONOMIC PROGRAMMING.** Broker shall advise the general manager of the Stations with respect to any economic programming; Broker shall not advertise such recordings as available for sale except for one or two announcements in passing during each half hour, which announcements shall clearly identify Broker's financial interest.

**XXV. FOREIGN LANGUAGE PROGRAMS.** The foreign language broadcast of any programs, commercials, announcements, PSA's or other content, where the English translation thereof would violate any restriction contained herein, is prohibited.

**XXVI. MISCELLANEOUS.**

A. **Waiver.** The Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

B. **Prior Consent.** In any case where questions of policy or interpretation arise, Broker should submit the same to the Licensee for decision before making any commitments in connection therewith.



## **RADIO STATIONS WRPP and W254AG**

### **Anti-Payola / Plugola Affidavit**

I, Todd Mohr, an employee/member of Aurora Media, LLC, do hereby state and aim the following:

(a) That I have read the notices posted at Radio Stations WRPP-FM and W254AG-FM (the "Stations"), and have received copies of Section 73.1212 of the Federal Communications Commission's Rules and Regulations;

(b) That I have been fully informed and advised that it is a policy of the Stations to fully comply with the above Rules of the Federal Communications Commission and the laws of the United States;

(c) That neither I nor any member of my immediate family have any present direct or indirect ownership interest in (other than an investment in a corporation whose stock is publicly held), serve as an officer or director or, whether with or without compensation, or serve as an employee of, any person, firm or corporation engaged in:

1) The publishing of music;

2) The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, film, 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;

4) The ownership or operation of one or more radio or television stations;

5) The wholesale or retail sale of records intended for public purchase;

6) Advertising on the Stations, or any other station owned by its licensee (excluding nominal stockholdings in publicly owned companies).

(d) That I have not and will not:

1) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of playing any record or records on the air;

2) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of refraining from playing any record or records on the air;

3) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of promoting any business, charity or venture on the air without first informing the Station's General Manager;

4) promote any personal business venture which is unconnected with the station without first informing the Station's General Manager. (e) That I have been advised and understand that failure to comply with the above rules and requirements will be grounds for my immediate dismissal without prior notice.



Todd Mohr

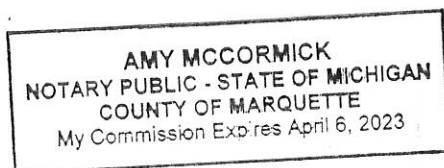
Aurora Media, LLC, Member

Subscribed and sworn to before me

this 25<sup>th</sup> day of August, 2022.

  
Notary Public

My Commission Expires: 4/6/2023



**Monthly & Regular  
Reimbursable Business and Incidental Expenses  
Paid by Broker to Licensee**

Broker shall reimburse Licensee for the following monthly expenses, subject to Licensee presenting to Broker actual billing invoices or other documentation evidencing such obligation(s):

See Appendix 2 for Monthly Fee