

## **TIME BROKERAGE AGREEMENT**

This Time Brokerage Agreement (the "TBA") dated as of March 28, 2016 (the "Effective Date"), is entered into by and between FoxFur Communications, LLC., a New York Limited Liability Company and holder of the Federal Communications Commission ("FCC") licenses for full power FM radio station WOLF-FM, DeRuyter, New York, Fac. Id. #22134 and FM translator W252AC, Fairmount, NY, Fac. ID #25016 as well as WOLF Radio, Inc. (collectively "Licensees") holder of the FCC license for WWLF-FM, Oswego, NY, Fac. ID #5344 (the "Stations"), and Family Life Ministries, Inc., a New York non-profit corporation ("Broker").

WHEREAS, Licensee and Broker have entered into that certain Asset Exchange Agreement ("Agreement") dated March, 28, 2016 for the exchange of the Stations and other assets owned by Licensee and Broker; and

WHEREAS, transfer of the Stations from Licensee to Broker under the Agreement is subject to the prior approval of the FCC, and between the date hereof and the closing of the Agreement after receipt of the FCC's approval, Broker wishes to begin programming the Stations; and

WHEREAS, Licensee wishes to contract with Broker to provide programming on the Stations pursuant to the terms and conditions set forth herein.

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

### **WITNESSETH:**

#### **1. Time Brokerage.**

1.1 Program Time: Licensee agrees to make the broadcasting transmission facilities of the Stations available to Broker commencing at 12:01 p.m. on April 4, 2016 (the "Commencement Date"), for the broadcast of Broker's programs (the "Programs") twenty-four hours a day, seven days a week, except as otherwise provided herein. Licensee may set aside up to two hours per broadcast week on the Stations at a mutually agreed time for the broadcast of programming produced and/or selected by Licensee. The Programs shall follow an entertainment format, which may include any lawful content, including without limitation, music, sports, news, public service, promotions, contests, and advertisements. Broker shall originate the Programs from Broker's studios and shall be solely responsible for the cost and expense of obtaining the Programs. Broker may sell program time and advertising, or solicit donations, and shall be entitled to retain all advertising, programming or donation revenues or other revenues generated thereby. Except as otherwise provided in this TBA, Broker shall not be responsible for any liabilities of Licensee arising prior to or during the TBA. Any program agreements entered into by Broker during the TBA shall contain a provision that such agreements shall terminate if the TBA terminates for a reason other than Broker's acquisition of the Stations under the Agreement.

1.2 License. The Stations operate in accordance with, and Licensee's programming obligation herein extends to and includes (a) the Stations' transmissions under authority of license issued by the FCC in File No. BLH20060418ADF and File No. BLH-BLH19900907KC (the "Station Licenses"). Throughout the term of this TBA, Licensee shall (i) maintain the validity of the Station Licenses, including without limitation timely filing, prosecuting and obtaining required renewals of same, (ii) make the Stations and all related equipment available to Broker for operation with the maximum authorized facilities or in the case of WWLF-FM, the STA facilities authorized in BSTA20120206ADN and as may be extended, and (iii) remain qualified in all respects to be the Station Licensees.

(a) DeRuyter Station. License will remain in charge and able to use the HD-2 and HD-3 digital audio programming streams at this station until the Agreement closes. This TBA only covers programming on the WOLF-FM's analog and HD-1 digital audio programming stream.

2. Consideration. Consideration for this TBA shall be Broker's cross-TBA of station WSEN-FM, Baldwinsville, New York, Fac. Id. 7716, to Licensee, pursuant to a separate written agreement entered into simultaneously herewith (the "Cross-TBA"). Licensee shall remain responsible at all times during the Term for the expenses of Licensee incurred in the maintenance and operation of the Stations.

3. Term; Termination. The term of this TBA shall begin on the Commencement Date and unless earlier terminated pursuant to the terms herein, shall continue until the earlier to occur of (a) the closing of the Agreement, (b) twelve (12) months after the Commencement Date (the "Term"), or (c) the termination of the Cross-TBA. The Term may be extended only by mutual written agreement of Licensee and Broker.

4. Programs. Broker shall furnish or cause to be furnished the artistic personnel and material for the Programs provided pursuant to this TBA, and each Program shall be rendered and delivered suitable and ready for broadcast in a manner satisfactory to Licensee. At the request of Licensee, Broker shall provide complete copies of the program schedule. Broker agrees that each Program shall be broadcast in conformity with the regulations and restrictions set forth on **Attachment I** hereto, which are an integral part of this TBA. Licensee reserves the right to refuse to broadcast any Program which does not, in Licensee's sole opinion determined in good faith, serve the public interest. If, in Licensee's sole opinion determined in good faith, the programs to be broadcast by Broker fail to conform to the regulations and restrictions set forth on **Attachment I** hereto, Licensee shall have the right, without prejudice to any other rights it may also have, to (1) furnish and/or substitute programming prepared by Licensee; or (2) edit the programming furnished by Broker; or (3) refuse to furnish transmission facilities to Broker for the broadcast of said programs. In all such cases, however, Licensee will endeavor to notify Broker of any changes or substitutions in advance of the broadcast and of its reasons for concluding that the Program does not conform to the regulations and restrictions set forth on **Attachment I** hereto.

5. Responsibility for Employees and Expenses.

5.1 Broker: Broker shall employ and be responsible for the salaries, taxes, insurance, benefits and related costs for all personnel used in the production and delivery of the Programs and the sale of broadcast time, advertising or donation solicitation related thereto. Broker shall pay all costs of delivering the Programs to the Stations, and any music licensing fees (including fees due to SoundExchange with respect to streaming of the Stations over the Internet) or other fees associated with the Programs.

5.2 Licensee: Licensee shall be responsible for personnel adequate to operate the Stations at all times, including personnel with the capacity to broadcast any program Licensee originates and to perform routine or emergency engineering functions ("Station Personnel"). Licensee shall be responsible for compliance with FCC rules, regulations and policies during the Term. Licensee will be responsible for the salaries, taxes, insurance, benefits and related costs of any Station Personnel. Whenever on the Stations' premises, all personnel, whether employed by Licensee or Broker, shall be subject to the supervision and the direction of Licensee. Licensee shall also be responsible for paying or ensuring payment in a timely fashion of the following expenses related to operation of the Stations: all taxes and other costs incident thereto, including but not limited to real estate and tangible personal property taxes and utilities costs relating to main studio and transmitter site operation.

6. Operation of Stations.

6.1 Facilities: Licensee shall be responsible for the maintenance and operation of the Stations' transmission systems. Licensee shall make its transmitters and other broadcast equipment, transmitter building(s) and tower reasonably available to Broker, at no additional charge, for placement of any equipment Broker reasonably deems necessary to allow it to broadcast Broker's programming on the Stations, to the extent permissible under and subject in all respects to any leases for the Stations' transmitter sites.

6.2 Licensee Regulatory Responsibility: Licensee shall be responsible for the Stations' compliance with all applicable provisions of the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC, including all technical regulations governing the operation of the Stations. Licensee shall maintain all licenses, permits, and other authorizations as are necessary for the operation of the Stations (including all FCC licenses, permits, and authorizations), in full force and effect for the term of this TBA, unimpaired by any acts or omissions of Licensee.

6.3 Licensee Control: Notwithstanding anything to the contrary in this TBA, Licensee certifies that under this TBA it will maintain ultimate control over the Stations, including control over Station finances, personnel and programming. Licensee shall have full authority and power over the operation of the Stations during the term of this TBA. Licensee shall retain control in its absolute discretion 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 Programs in order to broadcast a

program deemed by 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 New York, and the rules, regulations, and policies of the Federal Communications Commission, including the prohibition of unauthorized transfer of control.

6.4 Programming: During the term of this TBA, Licensee will be solely responsible for ascertaining issues of community importance, addressing such issues through its own programming or the Programs supplied by Broker, and preparing the quarterly listings of significant community issues and responsive programming. Licensee will also be solely responsible for maintaining the Station's logs and political and public inspection files, for receiving and responding to telephone inquiries related to the Stations' operation and for filing all necessary reports with the FCC. Broker, pursuant to the direction of the Licensee, shall insert proper station identification announcements and Emergency Alert System announcements and tests into Broker's Programs at such times as required by the FCC's rules. Broker shall, subject to the ultimate supervision of Licensee, deliver to the Stations, such records and information required by the FCC to be placed in the public inspection files of the Stations, including without limitation descriptions of programs addressing issues facing the communities of DeRuyter and Oswego, New York, and pertaining to the broadcast of political programming and advertisements, information with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules. Licensee shall have ultimate responsibility for ensuring compliance with the rules, regulations and policies of the FCC, as announced from time to time, including those with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates to "equal opportunities," "lowest unit charge" and reasonable access).

7. Special Events. Licensee reserves the right in its discretion, and without liability, to preempt one or more of the broadcasts of the Program(s) and to use part or all of the time contracted for herein by Broker for broadcasts of special events of importance. In all such cases, Licensee will use its best efforts to give Broker reasonable notice of its intention to preempt such broadcast or broadcasts.

8. Condition of Broadcast Equipment. In conjunction and coordination with Broker, Licensee shall maintain all equipment necessary for broadcasting by the Stations at Licensee's expense in a condition consistent with good engineering practices and in compliance in all material respects with the applicable rules and regulations of the FCC. All expenditures reasonably required to maintain the quality of the Stations' broadcast signals shall be made by Licensee in a timely fashion.

9. Music Licenses. During the Term, Programmer will obtain and maintain music licensing agreements with respect to the Stations, in its capacity as the Programmer under this Agreement.

10. Call Sign. Broker shall include in the Programs announcements at the beginning of each hour of such Programs to identify such call letters, as well as any other

announcements required by the rules and regulations of the FCC. Within one week of execution of the TBA, the Parties will modify the call signs. As part of the cross-TBAs, the following call sign changes will be completed:

- (a) WSEN-FM will be changed to WOLF-FM;
- (b) WOLF-FM will be changed to WCIS;
- (c) WWLF-FM will change to WCIO; and
- (d) WSEN-FM will be assigned to WNDR-FM.

11. 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 Licensee, shall not constitute a breach of this TBA and Licensee will not be liable to Broker with respect to facilities that failed or were impaired or not furnished.

12. Payola/Sponsorship Identification. Broker agrees that neither Broker nor its employees will accept any compensation or any kind of gift or gratuity of any kind whatsoever, regardless of its value or form including, but not limited to a commission, discount, bonus, materials, supplies or other merchandise, services, or labor, whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements.

13. Compliance with Law. The parties agree that throughout the term of this TBA each party will comply with all laws and regulations applicable in the conduct of Licensee's business, or otherwise use its best efforts to immediately come into compliance with such laws and regulations.

14. Insurance. Within one week of execution, Broker will obtain and maintain throughout the term of this TBA insurance with responsible and reputable insurance companies or associations covering all risks associated with the broadcast of the Programs to the public and use of the Stations (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims for personal injury or death or property damage, insurance for claims for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the Programs furnished by Broker, and such other insurance as may be required by law) and in such amounts and on such terms as is conventionally carried by broadcasters operating radio stations with facilities comparable to those of the Stations. With respect to such insurance, Broker shall provide Licensee with a certificate of insurance listing Licensee as an additional insured thereon. Any insurance proceeds received by Licensee in respect of damaged property will be used to repair or replace such property so that the operation of the Stations conforms with this TBA.

15. Indemnification; Warranty. To the extent not covered by Broker's insurance policies, Broker will indemnify and hold Licensee harmless against liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the Programs furnished by Broker, or failure to furnish records or information required to be supplied by Broker under Section 6.2 above. Further, Broker warrants that the broadcasting of the Programs will not violate any rights of others and Broker agrees to hold Licensee harmless from any and all claims, damages, liability, costs and expenses, including attorney fees, arising from the production and/or broadcasting of the Programs or for failure of Broker to discharge any obligations arising under this TBA. Licensee reserves the right to refuse to broadcast any and all Programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third party claims to be violative of any right of theirs. To the extent not covered by Licensee's insurance, Licensee will indemnify and hold Broker harmless against any and all claims, damages, liability, costs, and expenses, including attorney fees, arising from Licensee's operation of the Stations prior to the commencement of the term of this TBA or arising from Licensee's failure to fulfill any of its obligations under this TBA. The parties' obligation to hold each other harmless against the liabilities specified above shall survive any termination of this TBA.

16. Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default under this TBA:

16.1 Cross-TBA. Broker's default the terms of the Cross-TBA.

16.2 Default in Covenants. Broker's or Licensee's default in the observance or performance of any material covenant, condition, or agreement contained herein.

16.3 Breach of Representation. Any breach of a material representation or warranty herein made by either party, or in any certificate or document furnished to the other party pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

16.4 Cure Periods. An Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured, would constitute an Event of Default and specifying the actions necessary to cure within such period. Except for default due to nonpayment of consideration by Broker, this period shall be extended by the non-defaulting party for a reasonable period (not exceeding 30 days) if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the non-defaulting party.

16.5 Termination Upon Default. In the event of the occurrence of an Event of Default, if Broker is the defaulting party, Licensee shall be under no further obligation to make available to Broker any further broadcast time on the Stations or their respective broadcast transmission facilities.

17. No Joint Venture. The parties hereto expressly agree that the relationship between them hereunder is that of two principals dealing with each other as independent contractors subject to the terms and conditions of this TBA. At no time, past, present or future, shall the relationship of the parties herein be deemed or intended to constitute an agency, partnership, joint venture, or a collaboration for the purpose of sharing any profits or ownership in common. Neither party shall have the right, power or authority at any time to act on behalf of, or represent, the other party, but each party hereto shall be separately and entirely liable for its own debts in all respects, except as expressly set forth herein.

18. Representations. Licensee and Broker represent and warrant that:

(a) each is legally qualified, empowered, and able to enter into this TBA, and that it has had the benefit of advice of counsel with respect thereto;

(b) in accordance with Section 73.3555(j) of the FCC's rules, Licensee certifies that it maintains ultimate control over the Stations' facilities, including specifically control over each Station's finances, personnel and programming; and

(c) the entering into of this TBA does not violate the FCC's multiple ownership rules, and the TBA complies with the provisions of paragraphs (b), (c), and (d) of Section 73.3555 of the Commission's rules.

19. Modification and Waiver. No alteration, modification, change, or waiver of any provision of this TBA shall in any event be effected unless the same shall be in writing, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

20. No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Broker in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or 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 or power. The rights and remedies of Licensee and Broker herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

21. Station Call Letters. Unless required by law or final action of a court, agency or other governmental authority to cease using the Stations' current call letters WOLF-FM or WWLF-FM, Licensee agrees to maintain such call letters during the Term. At any time during the Term, Licensee agrees, upon request from Broker, to consider changing the call letters of the Stations and in connection therewith to consider suggestions for new call letters from Broker. Licensee shall have absolute control and discretion over whether to change the Stations' call letters based on Broker's request. Broker agrees to be responsible for all costs and expenses of Licensee in applying for and obtaining new call letters requested by Broker.

22. Construction. This TBA shall be construed in accordance with the laws of the State of New York, without giving effect to the conflict of law provisions thereof, and the obligations of Licensee hereunder are subject to the terms of the Station Licenses held by Licensee and to all federal, state, county, or municipal laws or regulations now or hereafter in force and to the regulations of all Commissions, including the Federal Communications Commission, or other governmental bodies or authorities presently or hereafter to be constituted.

23. Headings. The headings of the provisions for this TBA are included for convenience only, and no such heading shall in any way alter the meaning of any provision.

24. Counterpart Signature. This TBA may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto; notwithstanding that the parties are not signatory to the original or the same counterpart. This TBA shall be effective as of the date on which the executed counterparts are exchanged by the parties.

25. Notice. Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or mailed by certified mail (postage prepaid, with return receipt requested) or by Federal Express or other overnight courier , and addressed as follows:

If to Licensee: FoxFur Communications, LLC – WOLF Radio, Inc.  
401 W. Kirkpatrick St.  
Syracuse, NY 13204  
Attention: Craig Fox, President

With a Copy to: Francisco R. Montero, Esq.  
Fletcher, Heald & Hildreth, P.L.C.  
1300 North 17<sup>th</sup> Street,  
11<sup>th</sup> Floor  
Arlington, VA 22209

If to Broker: Family Life Ministries, Inc.  
PO Box 506  
Bath, NY 14810  
Attention: Richard Snaveley, Jr., President

With a Copy to: Joseph C. Chautin, III, Esq.  
Hardy, Carey, Chautin & Balkin, LLP  
1080 W. Causeway Approach  
Mandeville, LA 70471

26. Alternate Addresses. Notice, as provided by this Section, may be given to any other person or party, as any party hereto may in the future designate in writing, upon due notice to the other party.

27. Date of Notice, Action. The date of such notification or communication shall be deemed to be (a) if personally delivered, the date of delivery, (b), if sent via certified mail, three business days after the date of mailing and (c) if sent via Federal Express or other overnight courier service, on the date of delivery. For purposes of this TBA, the term “business day” means each day other than a Saturday, Sunday, or a federal legal holiday. 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 other than a business day, the last day for such notification, communication or action shall be extended to the first date thereafter which is a business day.

28. Entire Agreement. This TBA embodies the entire understanding between the parties and there are no other representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof.

29. Severability. The event that any of the provisions contained in this TBA become or are held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this TBA shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

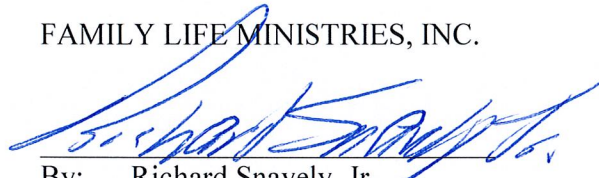
30. Successors and Assigns. This TBA shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This TBA may not be assigned by Broker without the prior written consent of Licensee, which consent shall not be unreasonably withheld, provided that the assignment does not relieve Broker of any of its duties.

31. Nondiscrimination. Broker hereby certifies consistent with Paragraphs 49 and 50 of FCC Report and Order in MB Docket No. 07-294 et al, FCC No. FCC 07-217 and with the related FCC Third Erratum, FCC No. 10-49, that Broker shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Broker shall include a clause to such effect in all contracts for advertising on the Station and upon request, shall provide Licensee with written confirmation of compliance with such requirement.

**[signature page follows]**

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

FAMILY LIFE MINISTRIES, INC.



By: Richard Snavely, Jr.

Title: President

FOXFUR COMMUNICATIONS, LLC

\_\_\_\_\_  
By: Craig Fox

Title: President

WOLF RADIO, INC.

\_\_\_\_\_  
By: Craig Fox

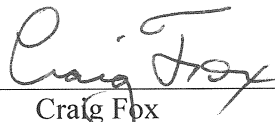
Title: President

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By: Craig Fox  
Title: President

WOLF RADIO, INC.

  
\_\_\_\_\_  
By: Craig Fox  
Title: President

## **ATTACHMENT I**

### **PROGRAMMING REGULATIONS AND RESTRICTIONS**

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

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

II. **Controversial Issues.** Any advertisement on an issue of national importance shall comply with current FCC rules and policies.

III. **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 program broadcast or a church or ministry are permitted.

IV. **No Vending of Miracles.** Any exhortation to listeners to bring money to a church service is prohibited if the exhortation, affair, or service contains any suggestion that miracles, cures, or prosperity will result. This shall not preclude advertisements for legally authorized church or other non-profit bingos if permitted by FCC rules and regulations.

V. **No Plugola or 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 with proper Sponsorship Identification, is prohibited.

VI. **No Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

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

VIII. **Required Announcements.** Under Licensee's ultimate supervision, Broker shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station and (ii) any other announcements that may be required by law, regulation or Station policy.

VIX. **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 Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.

X. **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, 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 Station policy or which in Licensee's sole judgment would not serve the public interest.

XI. **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 illegal imitation of program copy, or any other unfair competition.

C. **Obscenity/Indecency/Profanity.** Any program or announcement that is slanderous, obscene, profane, indecent or vulgar, either in theme or in treatment.

D. **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, or honest advertising and reputable business in general.

E. **Commercial Disparagement.** Any unfair disparagement of competitors or competitive goods.

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

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