

Schedule 9.6

TIME BROKERAGE AGREEMENT

## **TIME BROKERAGE AGREEMENT**

**BRUNSON COMMUNICATIONS, INC.**, (“Licensee”) and **TRINITY CHRISTIAN CENTER OF SANTA ANA, INC.**, (“Broker”), hereby agree, as of July 30, 2004, to enter into this **TIME BROKERAGE AGREEMENT** (the “Agreement”) under the terms and conditions specified herein. The parties hereto are collectively and individually referred to herein as the Parties.

### **W I T N E S S E T H:**

WHEREAS, Licensee holds licenses from the Federal Communications Commission (the “FCC” or “Commission”) for television station WGTW, Channel 48, and WGTW-DT, Channel 27, both licensed to Burlington, New Jersey (the “Station”);

WHEREAS, the Broker and Dorothy E. Brunson have entered into a Stock Purchase Agreement dated as of July 30, 2004 (the “Purchase Agreement”), under the terms of which Broker shall acquire all of the outstanding capital stock of Licensee;

WHEREAS, between October 1, 2004 (the “Commencement Date” hereunder) and the consummation of the Purchase Agreement, Licensee is prepared to make broadcasting time on the Station available to Broker under appropriate terms and conditions;

WHEREAS, between the date hereof and the consummation of the Purchase Agreement, Broker is desirous of providing programming to be aired on the Station under appropriate terms and conditions; and

WHEREAS, Broker represents that this Agreement complies with the local and national multiple station ownership and audience reach limitations of Section 73.3555 of the rules and regulations of the FCC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in light of the mutual promises and covenants contained herein, Licensee and Broker hereby agree as follows:

1. **Time Sale.** Licensee shall sell to Broker and Broker shall purchase from Licensee up to one hundred sixty-seven (167) hours per week on the Station, on the terms set forth in this Agreement. Licensee shall broadcast the Programs (including any com-

mercial announcements) supplied by Broker without interruption, deletion or addition of any kind, subject to Licensee's obligations under applicable rules and regulations of the FCC and the Communications Act of 1934, as amended ("Communications Law"), and Broker's compliance with the provisions hereof.

2. **Term.** The term of this Agreement shall be for five years, commencing on the Commencement Date, but subject to earlier termination under the provisions of Section 14 hereof.

3. **Hours of Programming.** Subject to the exceptions set forth in Sections 4 and 5 below, Broker shall supply, and Licensee shall transmit, programming for all periods of broadcast operations as long as this Agreement remains in force. Broker shall provide all such Programs, produced at its own cost and expense, and shall defray the cost of delivering such Programs to Licensee's main studio.

4. **Reservation of Time.** Licensee specifically reserves for its own use up to one hour per week of programming time (the "Reserved Time") during which it may broadcast programming of its choice. The precise time slot of the Reserved Time shall be arranged by Licensee with Broker, between the hours of 7:00 a.m. to 9:00 a.m. Saturdays, or at such other time as the Parties might agree.

5. **Licensee's Programming Discretion.** Nothing herein shall be construed as limiting in any way Licensee's rights and obligations as the licensee of the Station to make the ultimate programming decisions for the Station. Licensee shall be responsible

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for insuring that the programs broadcast during Licensee's Reserved Time, as well as the Station's overall programming, are responsive to community needs and in the public interest. Licensee has the authority, in its sole discretion, to reject and refuse to transmit any Program produced or proposed by Broker that Licensee in good faith deems to be contrary to the public interest. Licensee shall notify Broker, unless such notice is impractical or impossible, at least one week in advance of any such preemption of Broker's Programs for the purpose of broadcasting the program(s) that Licensee deems necessary to serve the public interest. In the event of any such preemption, Broker shall receive a pro-rated credit for the preempted time at the rate of \$1,500.00 per hour (or fraction of an hour, prorated) of time preempted between 6:00 p.m. and 11:00 p.m.; \$100 per hour for midnight. to 6:00 a.m., and \$500 per hour for all other time periods. Licensee understands that Broker plans to change the format of the Station to a religious format consisting substantially of the programming of the Trinity Broadcasting Network and paid religious programming. Licensee acknowledges that such format is in the public interest. Beyond the changes contemplated by the foregoing sentence, Broker may not change the programming format of the Station without the advance approval of Licensee. In the event Licensee preempts, rejects, suspends or cancels any of Broker's Programs pursuant to Section 9(b) hereof, regardless of the time slot, Broker shall receive a pro-rated credit of \$1,500.00 per hour (or fraction of an hour, prorated).

6. *Compensation.*

a. *Reimbursement of Operating Expenses.* Broker shall reimburse Licensee for its reasonable expenses directly related to the operation of the Station as generally described in Section 7(a) hereof, as specified in and subject to the proposed budget of anticipated expenses (Attachment 1 hereto). Attachment 1 constitutes Licensee's good faith estimate of expenses to be incurred, but is not exhaustive. The total amount of reimbursement for any given month shall be capped at \$80,000 except for extraordinary items as requested by or approved in advance by Broker. Broker shall have no duty to reimburse Licensee for Licensee's income taxes. Such compensation shall be paid to Licensee by cash, wire transfer or check deposited into an account designated by Licensee no later than the tenth business day following Licensee's presentation of an invoice for such reimbursement detailing the expenses incurred.

b. *Monthly Brokerage Fee.* Broker shall pay Licensee in advance the sum of Four Hundred Seven Thousand Dollars (\$407,000) per month as a fee for the use of the Station's facilities (over and above the amount of reimbursement described above in Section 6(a)). This Brokerage Fee shall be paid to Licensee beginning with the Commencement Date and continuing throughout the term hereof, on or before the first business day of each succeeding month. The Monthly Brokerage Fee shall be prorated for any partial month included within the Term of this Agreement.

7. *Expenses.*

a. Licensee shall be responsible for all direct and indirect operating costs of the Station, including but not limited to, (i) rent for Licensee's studio and transmitter site; (ii) utilities for facilities located at Licensee's transmitter site; (iii) insurance costs related to Licensee's assets and operations; (iv) telephone, delivery and postal services rendered to Licensee; (v) costs related to the maintenance and repair of Licensee's studio and transmission equipment and all other equipment necessary for the operation of the Station facilities in compliance with Communication Law and sound engineering practice; (vi) salaries, payroll taxes, insurance and related costs of management and their personnel employed by Licensee in connection with the operation of the Station; (vii) accounting and legal services for Licensee related to the operations of the Station; (viii) costs of computer software needed for the operation of the Station; (ix) fees of the FCC and state and national broadcasting associations; (x) other expenses customarily paid by Licensees under Agreements of this type.

b. Broker shall be responsible for all direct and indirect costs of the production and delivery of Broker's Programs, including but not limited to: (i) power and utilities at Broker's facilities where programming is produced; (ii) insurance costs related to Broker's equipment and assets used in its business operations; (iii) costs related to the maintenance of any studio and equipment necessary for the production and delivery of Broker's programming; (iv) salaries, payroll, taxes, insurance, and related costs of all per-

sonnel employed by Broker in connection with production and delivery of the Programs, promotion of that programming, and the sale of advertising within the Programs; (v) income, gross receipts, sales, real property, personal property, excise, or any other taxes of any nature whatsoever related to Broker's ownership of its assets or the Programs; (vi) music license fees associated with the operation of the Station, including all performing rights, licensing fees for music and other material contained in the Programs; and (vii) fees for promotion, concerts and crusades sponsored by Broker, as well as audience surveys, marketing reports, program consultants and the like.

8. *Main Studio Space.* For the duration of the Agreement, Broker shall be provided with sufficient space in Licensee's existing main studio for Broker's operations at no charge other than reimbursement of rent as referenced in Attachment 1 hereof, while reserving to Licensee space for Licensee's employees, the Public Inspection File and such operations conducted pursuant to the Station's licensed authority. Such reserved facilities shall include existing reception services as well as parking space sufficient for Licensee's vehicles and those of Licensee's employees.

9. *Representations, Warranties and Covenants of Broker.* Broker represents and warrants to, and covenants with, Licensee that:

a. Broker has the legal right, power and authority to enter into this Agreement and to perform its obligations hereunder fully, and Broker's performance

hereunder does not and shall not violate the terms of any other agreements by which it is bound or to which it is a party.

b. The Programs shall comply with Communications Laws and with all programming standards established by Licensee, including those set forth in Attachment 2 hereto and those of which Licensee shall notify Broker hereafter, in its programming and operations with respect to the Station. Broker agrees that if, in the sole judgment of Licensee or its Station general manager, Broker does not comply with said standards, Licensee may suspend or cancel any program deemed by Licensee not to be in compliance. The Programs shall also meet applicable industry standards for technical quality.

c. The performing rights to all music contained in the Programs shall be licensed by BMI, ASCAP, or SESAC or shall be in the public domain.

d. Broker shall cooperate with Licensee in making time available in Programs for the station identification announcements required by FCC regulations.

e. Broker shall not cause or permit the creation of any material liens, encumbrances, foreclosures, contractual defaults or outstanding balance of any kind or nature which would impede or impair Broker's ability to meet its obligations under this Agreement.

f. Broker shall promptly pay any and all expenses or obligations of any kind or nature relating to the provisions of the Programs within a commercially reasonable time after the date such expenses become due.

g. Broker shall provide to Licensee monthly documentation of the Programs it has broadcast which address the problems, needs and interests of the Station's community of license and secondary service area, with particular attention to those community issues identified by Licensee as significant. Broker shall provide local programming that is relevant to the Station's community and service area and of sufficient quality to assist Licensee in satisfying its obligations to respond to local problems, needs and interests.

h. Broker shall forward to Licensee within seventy-two hours of receipt by Broker, any letter from a member of the general public addressing the Station, programming or other documentation which comes into Broker's custody which is required to be included in the Station's public inspection file or which would reasonably be deemed of importance to Licensee.

10. *Representations, Warranties, and Covenants of Licensee.* Licensee represents and warrants to, and covenants with, Broker that:

a. Licensee has the legal right, power, and authority to enter into this Agreement and to perform Licensee's obligations hereunder fully. Assuming receipt of such approval, Licensee's performance hereunder does not and shall not violate the terms of any other agreement by which he is bound or to which he is a party.

b. Licensee shall operate the Station in compliance with the Communications Law.

c. Licensee shall maintain the transmission facilities and equipment of the Station in a condition consistent with good engineering practice and in material compliance with the rules, regulations and technical standards of the FCC. In the event that Licensee fails to direct the timely performance of repairs and capital improvements to the transmission facility as required by the Station to continue its transmission as it is currently conducted, Broker shall have the right to make such repairs or capital improvements in order to preserve service to the public (while notifying Licensee of any such activity) in advance and upon completion thereof. Except for periods where reduction of power is required for routine or emergency maintenance activities, Licensee shall use reasonable efforts to operate the NTSC facilities of the Station at no less than 90% of maximum authorized transmitter power.

d. Licensee shall retain, on a full-time basis, a General Manager who shall direct the day-to-day operations of the Station and a fulltime staff employee who shall provide a fulltime staff presence at the Main Studio. Inasmuch as the General Manager and/or Station Manager will provide such presence, the staff employee may be a Chief Operator (as defined by the rules and regulations of the FCC), who shall be responsible for insuring compliance by the Station with the technical operating and reporting requirements established by the FCC. The Chief Operator may also hold the position of Chief Engineer.

e. Licensee shall maintain a main studio (as defined by the rules and regulations of the FCC) within the city grade service contours of the Station and staff the main studio in compliance with the rules and policies of the FCC.

f. Licensee shall maintain an appropriate public inspection file and political file at its main studio and shall, from time to time, place such documents in these files as may be required by present or future FCC rules and regulations.

g. Licensee shall maintain appropriate liability, fire, general liability and extended coverage insurance in amounts reasonably required to protect the parties hereto from losses from liability for personal injury, libel and other matters typically covered by insurance written for broadcast stations, as well as from loss by theft, fire and other causes to Licensee's equipment.

11. ***Political Time.*** At least ninety days before the start of any primary or general election campaign, Broker shall clear with Licensee the rates to be charged political candidates for public office to be sure that the rate is in conformance with applicable law and policy. Broker shall provide Licensee with access to all its books and records regarding the pricing of advertising sold on the Station in order to confirm that the political rates correctly afford political candidates the lowest unit rates of the Station for each class of time. Broker shall cooperate with Licensee in the preparation of the political disclosure statement for the Station, but Licensee shall have ultimate control over the contents of the political disclosure statements. Within twenty-four hours of any request to purchase time

on the Station on behalf of a candidate for public office or to support or urge defeat of an issue on an election ballot, Broker shall report the request and its disposition to Licensee so that appropriate records can be placed in the Station's public files. In the event that Broker fails to provide adequate broadcast time for the broadcast of programming or advertising by political candidates, particularly including candidates for federal elective office, Licensee shall have the right to preempt Broker's programming to make time available to these political candidates.

12. *Indemnification.*

a. Broker shall indemnify and hold Licensee harmless from and against any and all claims, losses, costs, liabilities, damages and expenses (including reasonable attorneys fees) arising out of (i) the Programs, and (ii) any material breach by Broker of its representations, warranties, covenants or obligations under this Agreement.

b. Licensee shall indemnify and hold Broker harmless from and against any and all claims, losses, costs, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of (i) programming provided by Licensee, and (ii) any material breach by Licensee of its representations, warranties, covenants or obligations under this Agreement.

c. The indemnification obligations of this Section 12 shall survive any termination of this Agreement and shall continue until the expiration of all applicable

statutes of limitations and the conclusion and payment of all judgments, which may be rendered in all litigation, which may be commenced prior to such expiration.

d. Neither Licensee nor Broker shall be entitled to indemnification pursuant to this Section 12 unless such claim for indemnification is asserted in writing delivered to the other party; and, where such claims, loss, cost, liability, damage, or defense involves a legal action, the party against whom indemnification is sought has been given written notice sufficiently in advance to permit such party to defend, contest, or compromise such action at its own cost and risk.

14. *Early Termination; Effect of Termination.*

a. The term of this Agreement is subject to the limitations that:

i. This Agreement shall terminate automatically upon the consummation of the transfer of stock in Licensee to Broker contemplated by the Purchase Agreement.

ii. This Agreement shall terminate as of 11:59 p.m., December 31, 2005 if either party shall give at least 90 days (but not more than 180 days) advance notice to the other party of its intention to terminate this Agreement, provided that the terminating party is not then in default of any of its material obligations hereunder.

iii. Either party may terminate this Agreement, provided such party is not then in default of any of its material obligations hereunder,

if the other party is in default of any of its material obligations hereunder and has not cured such default within ten business days after receipt of written notice of default from the terminating party. However, such termination shall not relieve Broker of the duty to make payments to Licensee for programs broadcast over the Station, such as reimbursement for expenses incurred but not yet billed during the Term hereof.

iv. This Agreement shall terminate as of the close of the calendar month that is at least 90 days from the date of such termination of the Purchase Agreement, in order to give the parties adequate time to make new arrangements with respect to their programming and operational plans.

v. This Agreement shall terminate automatically if this Agreement is declared invalid or illegal in whole by an order or decree of the FCC, the Court or any other administrative agency or court of competent jurisdiction and, whether not such order or decree has become final and no longer subject to further administrative or judicial review; provided, however, that if such order or decree only invalidates part of this Agreement, the parties shall cooperate in amending this Agreement so that the offending part may be stricken or revised, if possible, so as to comply with applicable law and to provide to each of the parties the essential benefits contemplated hereby. If good faith cooperation between the parties for a period of sixty

days does not lead to satisfactory resolution of the noted invalidity or illegality, either party may thereafter give notice of termination hereof.

b. In the event of termination hereunder, Licensee shall be under no further obligation to make available to Broker any further broadcast time or broadcast transmission facilities past the effective date of such termination. Broker shall cooperate with Licensee to provide for all unperformed agreements for programming to be aired during Broker's Programs following such termination, as described by Licensee, and such agreements shall be assumed by Licensee or by the successor programmer/broker under any subsequent Local Marketing Agreement, Joint Sales Agreement or Time Brokerage Agreement. Broker shall use its reasonable best efforts to help Licensee, for the period of 90 days following termination, in its efforts to obtain at least ten hours per day (all within the day parts extending from 6:00 a.m. to 12:00 midnight) of continuing programs, on the same terms (or better) as Broker was able to provide such programs during the Term. Licensee may require Broker to make up any shortfall in the ten hours of programming to be carried over the Station during the 90 day transition period following termination with programming supplied by Broker's Network, with compensation for such carriage to be negotiated between the parties but in any event no less than Broker would have charged third parties for such time period during the Term. Broker shall be entitled to all uncollected revenue for programs already broadcast over the Station from the Commencement Date hereof through the date of such termination, and Licensee shall pay over to Broker

at least monthly (within five business days of the close of each of the five calendar month following termination) any sums received in respect of same.

15. *Regulatory Requirements.* Notwithstanding anything to the contrary set forth in this Agreement, Licensee shall be solely responsible for the management, operation and regulatory compliance of the Station, and Broker shall not exercise any control over the day-to-day operations of the Station.

16. *Payola/Plugola.* Neither Broker nor its agents, employees, consultants, or personnel shall accept any consideration, compensation, gift, or gratuity of any kind whatsoever, regardless of its value or form, including but not limited to, a commission, discount, bonus, material, supplies, or other merchandise, services, or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with Communications Law.

17. *Other Matters.* The Accounts Receivable of the Station relating to advertising aired prior to the Commencement Date and after the termination hereof shall belong to the Licensee. Accounts Receivable for broadcasting during the Term hereof shall be the property of Broker.

18. *Notice.* Any notice required or allowed under this Agreement shall be in writing and shall be deemed given when delivered personally, mailed by certified mail,

return receipt requested (postage prepaid), or sent by facsimile or an overnight delivery service (charges prepaid), and addressed to the following:

(a) If to Licensee:

Brunson Communications, Inc.  
Dorothy Brunson, President  
3900 Main Street  
Philadelphia, PA 19127  
Fax No.: 215-930-0492

With a copy to

Barry D. Wood, Esq.  
Wood, Maines & Brown, Chartered  
1827 Jefferson Place, NW  
Washington, DC 20036  
Fax No.: 202-293-9811

(b) If to Broker:

Terrence M. Hickey, Assistant Secretary  
Trinity Christian Center of Santa Ana, Inc.  
2442 Michelle Drive  
Tustin, CA 92680  
Fax No.: 714-730-5706

With a copy to:

Colby M. May, Esq.  
Colby M. May, Esq., P.C.  
205 Third Street, SE  
Washington, DC 20003  
Fax No.: 202-544-5172

or to any other address as the Parties may from time to time designate in writing.

19. **No Agency.** No agency relationship between the parties shall be expressed or implied by the terms of this Agreement, nor shall this Agreement be construed to cre-

ate a joint venture or partnership between the parties. Neither party shall hold itself out as an agent, partner or joint venturer with the other. All contracts for the sale of air time, purchase orders, agreements, sales materials, and similar documents produced or executed by Broker shall be executed in the name of Broker, and not on behalf of the Station or Licensee, and such contracts and related documents shall represent that Broker is not the licensee of the Station.

20. **Further Assurances.** Each party shall execute and deliver such additional documents and take such further actions as are reasonably necessary for the purposes of carrying out this Agreement.

21. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the other party's prior written consent, except for an assignment to an entity under common control with the assigning party. Any such assignment or delegation by either party in contravention of this Section 20 shall be null and void.

22. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and permitted assigns.

23. **Waiver.** No waiver by either party hereto of a breach by the other of any provision of this Agreement shall be deemed to constitute a waiver of any preceding or subsequent breach of the same provision of any other provision.

24. ***Governing Law.*** This Agreement shall be governed by the laws of the State of Pennsylvania without regard to its choice of law provisions. Either party may elect to have any such dispute resolved by arbitration in Philadelphia, Pennsylvania, pursuant to the rules of the American Arbitration Association, by giving written notice to the other party within sixty days of the delivery by either party of a notice of a breach hereof that is not thereafter cured. If neither party so elects arbitration, the matter may be adjudicated in court, and in such event (or in the event of a suit to enforce an arbitration award), each party consents to jurisdiction and venue in the state courts of Philadelphia County, Pennsylvania, with respect to any dispute arising out of this Agreement.

25. ***Counterparts; construction.*** This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. This Agreement is the product of joint negotiation between the parties. Each party either is an attorney or has been represented by its own counsel in connection with the negotiation and preparation of this Agreement. Consequently, each party hereby waives the application of any rule of law to

the effect that this Agreement or any provision of this Agreement would otherwise be construed against the party who drafted (or whose counsel drafted) such provision or this Agreement as a whole.

26. **Amendment.** This Agreement may be modified or amended only in writing and signed by the parties hereto.

27. **Entire Agreement; Time of the Essence.** This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and contracts between the parties. Time is of the essence of this Agreement and of each and every provision hereof.

28. **Certifications.**

a. Licensee hereby certifies that it will maintain ultimate control of the Stations' facilities, including, specifically, control over the Stations' finances, personnel and programming.

b. Broker hereby certifies that this Agreement complies with the provisions of Communication Law relating to multiple ownership and attributable interests as in effect as of January 1, 2003 and as of the date hereof.

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

"LICENSEE",  
BRUNSON COMMUNICATIONS, INC.

BY: *Anthony Edward Brunson*

and signed by the parties hereto.

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

"LICENSEE"  
BRUNSON COMMUNICATIONS, INC.

BY: \_\_\_\_\_  
Dorothy Brunson, President

"BROKER"  
TRINITY CHRISTIAN CENTER OF SANTA ANA, INC.

BY: Terrence M. Hickey  
Terrence M. Hickey  
Assistant Secretary

**Estimated Expenses under  
Time Brokerage Agreement**

During the Term, Broker shall reimburse Licensee on a monthly basis in arrears for the reasonable operating expenses of the Station incurred by Licensee during the prior month and for which Licensee has submitted to Broker a written reimbursement request supported by appropriate documentation of expenses, including (without limitation) the applicable items set forth in the following budget of monthly expenses:

Tower site rent	\$ 5,022
Rent for studio / office space	11,000
Office supplies	200
Telephone expense	3,500*
Electric power – transmitter site	11,000
Electric power – office	2,000
Health insurance for licensee’s employees	1,300
Salaries of manager & staff employees	10,000
Employer payroll taxes on above	2,000
Postage meter, delivery & postage	200
Engineering (outside)	1,000
Subscriptions	100
Travel & entertainment	200
Insurance	3,800
Legal and accounting	4,000
Equipment maintenance, repair & parts	500

Computer software and miscellaneous	2,000
TOTAL:	\$57,822

\*Includes line charges, transmitter line, office, long distance and website.

In addition, once each year the Station pays approximately \$18,000 in FCC regulatory fees and roughly \$14,000 in business license tax to the City of Philadelphia.

## ATTACHMENT 2

Broker agrees to cooperate with Licensee in the broadcasting of Programs of high standards, and for this purpose will 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 practices of churches and synagogues established in the listening area of the Station shall be treated with respect at all times, with the exception of Islamic or Islamofascist terrorism.

II. No Denominational Attacks. Programs shall not be used as a medium for attack on any faith, denomination or sect, except for groups advocating the violent overthrow of the American government or the destruction of Western civilization, or promoting terrorism in general. Discussion of differences in theology and practice among faiths, denominations and sects is permitted, however.

III. Controversial Issues. Any discussion of controversial issues of public importance shall avoid distortion and false statements; no baseless attacks on the honesty, integrity or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance. The presentation of Station editorials about individual candidates or issues shall be undertaken only with the prior approval of Licensee. If personal attacks are broadcast, Licensee may require that responsive programming be aired.

IV. Donation Solicitation. Requests for donations shall be made only in good faith in order to support valid non-profit causes, including religious broadcasts, ministries, churches, synagogues or other congregations, but not ministries or other organizations that promote Islamic terrorism or which contribute to terrorist causes.

V. Treatment of Parapsychology. The advertising or promotion of fortune telling, occultism, astrology, phrenology, palm reading, or numerology, mind-reading, character readings, or subjects of the like nature is not permitted.

VI. No Fraudulent Billing. No invoice or affidavit of performance shall be issued in connection with a paid program or commercial matter broadcast within Programs that falsifies the facts as to the broadcast of such matter.

VII. Conflict Advertising. Broker shall broadcast no advertising matter or announcement which may, in the opinion of Licensee, be injurious or prejudicial to the interests of the public, the Station, or honest advertising and reputable business in general

VIII. Offensive Sounds. Broker shall ensure that the Programs exclude offensive sounds, including material describing in a repellent manner internal bodily functions or symptomatic results of internal disturbances.

IX. Profanity. Any programs or announcements that are slanderous, obscene, profane, vulgar, indecent or repulsive, either in them or treatment.

X. 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, is prohibited.

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

or the "policy

bers, paragraph  
when used,

XIV. Election Procedures. At least ninety days before the start of any primary or regular election campaign, Broker will clear with Licensee's 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.

XV. Commercial Limitations. With respect to any given segment of air time hereunder, the amount of spot commercial matter shall not exceed sixteen (16) minutes during any sixty minute segment, except for paid programs aired on the Station prior to the Commencement Date or approved in advance by Licensee. Broker will provide, for attachment to or inclusion within the station logs, a list of all commercial announcement for its programming.

XVI. Required Announcements. 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 announcement that may be required by law, regulation, or Station policy.

XVII. Credit Terms Advertising. Programs shall comply with the rules of the Federal Trade Commission with respect to the advertising of credit terms.

XVIII. Commercial Recordkeeping. Broker shall not receive any consideration in money, goods, services or otherwise, directly or indirectly (including to relatives) from any person or company for the presentation of any programming over the Station without reporting the same in advance to and receiving the prior written consent of Licensee's general manager. No commercial messages ("plugs") or undue references shall be made in programming presented over the Station to any business venture, profit making activity, or other interest (other than non-commercial announcements for *bona fide* charities, church activities, or other public service activities) in which Broker (or anyone else) is directly or indirectly interested without the same having been approved in advance by Licensee's general manager and such broadcast being announced and logged and sponsored.

XIX. 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, who reserves the right in its sole discretion to reject any game, contest or promotion.

XX. Licensee Discretion Paramount. In accordance with Licensee's responsibility under Communications Law, 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 sole judgment of Licensee or its general manager or other agent would not serve the public interest.

XXI. 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 copy, or any other unfair competition.
- C. Commercial Disparagement. Any vituperative, false or bad faith 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 would be 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.