

## **TIME BROKERAGE AGREEMENT**

TIME BROKERAGE AGREEMENT ("Agreement"), made this 1st day of October 2013, by and between **WLTH Inc.**, an Illinois corporation (the "Licensee") and **Michillianna Broadcasting, LLC**, an Indiana limited liability company (the "Broker").

WHEREAS, Licensee owns and operations Radio Station WLTH (AM), Gary, Indiana (the "Station"), pursuant to authorizations issued by the Federal Communications Commission ("FCC").

WHEREAS, subject to the prior consent of the FCC, Licensee intends to assign to Broker, the Station's FCC licenses and certain other assets used in the operation of the Station.

WHEREAS, the Licensee wishes to retain Broker to provide programming for the Station that is in conformity with Station's policies and procedures, FCC policies for time brokerage arrangements, and the provisions hereof.

WHEREAS, Broker agrees to use the Station to broadcast such programming of its selection that is in conformity with all rules, regulations and policies of the FCC, subject to Licensee's full authority to manage and control the operation of the Station.

WHEREAS, Broker and Licensee agree to cooperate to make this Agreement work to the benefit of the public and both parties and as contemplated in this Agreement.

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

### **SECTION 1. STATION AIR TIME**

1.1 **Representations.** Both Broker and Licensee represent that they are legally qualified, empowered and able to enter into this Agreement and that the execution, delivery and performance hereof shall not constitute a breach or violation of any material agreement, contract or other obligation to which either party is subject or by which it is bound.

1.2 **Effective Date; Term.** The effective date of this Agreement shall be September \_\_\_\_, 2013 ("Effective Date"). It shall continue in force for an initial term ending December 31 \_\_\_\_, 2013, unless otherwise extended or terminated as set forth below.

1.3. **Scope.** During the term of this Agreement and any renewal thereof, Licensee shall make available to Broker broadcast time upon the Station as set forth in this Agreement. Broker shall deliver such programming, at its expense, to the Station's transmitter facilities or other authorized remote control points as reasonably designated by Licensee. Subject to Licensee's reasonable approval, as set forth in this Agreement, Broker shall provide programming of Broker's selection complete with commercial matter, news, public service

announcements and other suitable programming to the Licensee up to one hundred sixty-eight hours per week.

1.4 Consideration. As consideration for the air time made available hereunder Broker shall make payments to Licensee as set forth in Attachment I.

1.5 Licensee Operation of Station. Licensee will have full authority, power and control over the management and operations of the Station during the term of this Agreement and during any renewal of such term. Licensee will bear all responsibility for Station compliance with all applicable provisions of the Communications Act of 1934, as amended (the "Act"), the rules, regulations and policies of the FCC and other applicable laws. Licensee shall be solely responsible for and pay in a timely manner all operating costs of the Station, including but not limited to, maintenance of the studio and transmitting facilities and costs of electricity, except that Broker shall be responsible for the costs of its programming as provided in Sections 1.7 and 2.3 hereof. Licensee shall employ at its expense management level and other employees consisting of a General Manager, who will direct the day-to-day operations of the Station, and who will report to and be accountable to the Licensee. Licensee shall be responsible for the salaries, taxes, insurance and related costs for all personnel employed by the Station and shall maintain insurance satisfactory to Broker covering the Station's transmission facilities, and Broker shall be responsible for reimbursing Licensee for such expenses. During the term of this Agreement and any renewal hereof, Broker agrees to perform, without charge, routine monitoring of the Station's transmitter performance and tower lighting by remote control, if and when requested by Licensee. Any new equipment purchased by Broker to improve the operation of the Station shall become the property of Licensee until the Parties have consummated the assignment of the Station's license.

1.6 Licensee Representation and Warranties. Licensee represents and warrants as follows:

(a) Licensee owns and holds or will hold all licenses and other permits and authorizations necessary for the operation of the Station, and such licenses, permits and authorizations are and will be in full force and effect throughout the term of this Agreement. There is not now pending, or to Licensee's best knowledge, threatened, any action by the FCC or by any other party to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses, permits or authorizations. Licensee is not in material violation of any statute, ordinance, rule, regulation, policy, order or decree of any federal, state or local entity, court or authority having jurisdiction over it or the Station, which would have an adverse effect upon the Licensee, the Station or upon Licensee's ability to perform this Agreement. All reports and applications required to be filed with the FCC or any other governmental body have been, and during the course of the term of this Agreement or any renewal thereof, will be filed in a timely and complete manner. During the term of this Agreement and any renewal thereof, Licensee shall not dispose of, transfer, assign or pledge any of licensee's assets and properties except with the prior written consent of the Broker, if such action would adversely affect Licensee's performance hereunder or the business and operations of Licensee or the Station permitted hereby.

(b) Licensee shall pay, in a timely fashion, all of the expenses incurred in operating the Station including salaries and benefits of its employees, lease payments, utilities, taxes, programming expenses, etc., as set forth in Attachment II (except those for which a good faith dispute has been raised with the vendor or taxing authority); shall provide Broker with a certificate of such timely payment within thirty (30) days of the end of each month; and shall be reimbursed by Broker for those payments listed on Attachment II.

1.7 Broker Responsibility. Broker shall be solely responsible for any expenses incurred in the origination and/or delivery of programming from any remote location and for any publicity or promotional expenses incurred by Broker, including, without limitation, ASCAP and BMI music license fees for all programming provided by Broker. Such payments by Broker shall be in addition to any other payments to be made by Broker under this Agreement.

1.8 Contracts. Broker will enter into no third-party contracts, leases or agreements which will bind Licensee in any way except with Licensee's prior written approval, such approval shall not be unreasonably withheld.

## SECTION 2. STATION'S OBLIGATION TO ITS COMMUNITY OF LICENSE

2.1. Licensee Authority. Notwithstanding any other provision of this Agreement, Broker recognizes that Licensee has certain obligations to broadcast programming to meet the needs and interests of its community of license. From time to time the Licensee shall air specific programming on issues of importance to the local community. Nothing in this Agreement shall abrogate the unrestricted authority of the Licensee to discharge its obligations to the public and to comply with the Act and the rules and policies of the FCC.

2.2. Additional Licensee Obligations. Although both parties shall cooperate in the broadcast of emergency information over the Station, Licensee shall also retain the right to interrupt Broker's programming in case of an emergency or for programming which, in the reasonable good faith judgment of Licensee, is of greater local or national public importance. Licensee shall also coordinate with Broker the Station's hourly station identification and any other announcements required to be aired by FCC rules. Licensee shall continue to maintain a main studio, as that term is defined by the FCC, within each Station's principal community contour, shall maintain its local public inspection file in accordance with FCC rules, regulations and policies, and shall prepare and place in such inspection file or files in a timely manner all material required by Section 73.3526 of the FCC's Rules. Broker shall, upon request by Licensee, provide Licensee with such information concerning Broker's programs and advertising as is necessary to assist Licensee in the preparation of such information. Licensee shall also maintain the station logs, receive and respond to telephone inquiries, and control and oversee any remote control point which may be established for the Station.

2.3 Responsibility for Employees and Expenses. Broker shall employ and be solely responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of its programming (including, but not limited to, salespeople, technical staff, traffic personnel, board operators and programming staff). Licensee will provide and be responsible for

the Station's personnel necessary for the broadcast transmission of its own programs (including, without limitation, the Station's General Manager and such operational and other personnel as may be necessary or appropriate), and will be responsible for the salaries, taxes, benefits, insurance and related costs for all the Licensee's employees used in the broadcast transmission of its programs and necessary to other aspects of Station's operation subject to reimbursement pursuant to Section 1.7(b) hereof. Whenever on the Station's premises, all personnel shall be subject to the overall supervision of Licensee's General Manager.

### SECTION 3. STATION'S PROGRAMMING POLICIES

3.1 Broadcast Station Programming Policy Statement. Licensee has adopted and will enforce a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Attachment III hereto and which may be amended in a reasonable manner from time to time by Licensee upon notice to Broker. Broker agrees and covenants to comply in all material respects with the Policy Statement, to all rules and regulations of the FCC, and to all changes subsequently made by Licensee or the FCC. Broker shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this Agreement and all programs shall be prepared and presented in conformity with the rules, regulations and policies of the FCC and with the Policy Statement set forth in Attachment III hereto. All advertising spots and promotional material or announcements shall comply with applicable federal, state and local regulations and policies and shall be produced in accordance with quality standards established by Broker. If Licensee reasonably determines that a program supplied by Broker is unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement it may, upon prior written notice to Broker, suspend or cancel such program without liability to Broker. Licensee will use all reasonable efforts to provide such written notice to Broker prior to the suspension or cancellation of such program.

3.2 Licensee Control of Programming. Broker recognizes that the Licensee has full authority to control the operation of the Station. The parties agree that Licensee's authority includes but is not limited to the right to reject or refuse such portions of the Broker's programming which Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest. Broker shall have the right to change the programming supplied to Licensee and shall give Licensee at least twenty-four (24) hours notice of substantial and material changes in such programming.

3.3 Broker Compliance with Copyright Act. Broker represents and warrants to Licensee that Broker has full authority to broadcast its programming on the Station, and that Broker shall not broadcast any material in violation of the Copyright Act. All music supplied by Broker shall be: (i) licensed by ASCAP, SESAC or BMI; (ii) in the public domain; or (iii) cleared at the source by Broker. Licensee will maintain ASCAP, BMI and SESAC licenses as necessary. The right to use the programming and to authorize its use in any manner shall be and remain vested in Broker.

3.4 Sales. Broker shall retain all revenues from the sale of advertising time within the programming it provides to the Licensee. Broker shall be responsible for payment of

the commissions due to any national sales representative engaged by it for the purpose of selling national advertising which is carried during the programming it provides to Licensee.

3.5 Payola. Broker agrees that it will not 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 the Act and FCC requirements. Broker agrees to annually, or more frequently at the request of the Licensee, execute and provide Licensee with a Payola Affidavit from each of its employees involved with the Station substantially in the form attached hereto as Attachment IV.

3.6 Cooperation on Programming. Licensee shall, on a regular basis, cooperate with Broker to assess the issues of concern to its community and address those issues in its public service programming. Broker, in cooperation with Licensee, will endeavor to ensure that programming responsive to the needs and interests of the community of license and surrounding area is broadcast, in compliance with applicable FCC requirements. Licensee will describe those issues and the programming that is broadcast in response to those issues and place issues/programs lists in the Station's public inspection files as required by FCC rules. Further, Licensee may request, and Broker shall provide, information concerning such of Broker's programs as are responsive to community issues so as to assist Licensee in the satisfaction of its public service programming obligations.

3.7 Staffing Requirements. Licensee will be in full compliance with the main studio staff requirements as specified by the FCC.

#### SECTION 4. INDEMNIFICATION

4.1 Broker's Indemnification. Broker shall indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description (collectively, "Damages") resulting from (i) Broker's breach of any representation, warranty, covenant or agreement contained in this Agreement, or (ii) any action taken by Broker or its employees and agents with respect to the Station, or any failure by Broker or its employees and agents to take any action with respect to the Station, including, without limitation, Damages relating to violations of the Act or any rule, regulation or policy of the FCC, slander, defamation or other claims relating to programming provided by Broker and Broker's broadcast and sale of advertising time on the Station.

4.2 Licensee's Indemnification. Licensee shall indemnify and hold harmless Broker from and against any and all claims, losses, consents, 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 operations and broadcasts to the

extent permitted by law and any action taken by the Licensee or its employees and agents with respect to the Station, or any failure by Licensee or its employees and agents to take any action with respect to the Station.

4.3 Limitation. Neither Licensee nor Broker shall be entitled to indemnification pursuant to this section unless such claim for indemnification is asserted in writing delivered to the other party.

4.4 Time Brokerage Challenge. If this Agreement is challenged at the FCC, whether or not in connection with the Station's license renewal applications, counsel for the Licensee and counsel for the Broker shall jointly defend the Agreement and the parties' performance thereunder throughout all FCC proceedings at the sole expense of the Broker. If portions of this Agreement do not receive the approval of the FCC Staff, then the parties shall reform the Agreement as necessary to satisfy the FCC Staff's concerns or, at Broker's option and expense, seek reversal of the Staff's decision and approval from the full Commission or a court of law.

## SECTION 5. ACCESS TO BROKER MATERIALS AND CORRESPONDENCE

5.1 Political Advertising. Broker shall cooperate with Licensee to assist Licensee in complying with all rules of the FCC regarding political broadcasting. Licensee shall promptly supply to Broker, and Broker shall promptly supply to Licensee, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with FCC rules and policies, including the lowest unit rate, equal opportunities, reasonable access, political file and related requirements of federal law. Licensee, in consultation with Broker, shall develop a statement which discloses its political broadcasting policies to political candidates, and Broker shall follow those policies and rates in the sale of political programming and advertising. In the event that Broker fails to satisfy the political broadcasting requirements under the Act and the rules and regulations of the FCC and such failure inhibits Licensee in its compliance with the political broadcasting requirements of the FCC, then to the extent reasonably necessary to assure such compliance, Broker shall release broadcast time and/or advertising availabilities to Licensee at no cost to Licensee; provided, however, that all revenues realized by Licensee as a result of such a release of advertising time shall be immediately paid to Broker.

## SECTION 6. TERMINATION AND REMEDIES UPON DEFAULT

6.1 Termination. In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below by either Licensee or Broker by written notice to the other if the party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following:

(a) subject to the provisions of Section 7.9, this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(b) the other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days of notice from the non-breaching party;

(c) the mutual consent of both parties;

(d) there has been a material change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and not the subject of an appeal or further administrative review and this Agreement cannot be reformed, in a manner acceptable to Buyer and Seller, to remove and/or eliminate the violation;

6.2 Force Majeure. Any failure or impairment of the Station's facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Licensee, or for power reductions necessitated for maintenance of the Station or for maintenance of other Station located on the tower from which the Station will be broadcasting, shall not constitute a breach of this Agreement and Licensee will not be liable to Broker for reimbursement or reduction of the consideration owed to Licensee.

6.3 Other Agreements. During the term of this Agreement or any renewal hereof, Licensee will not enter into any other time brokerage, program provision, local management or similar agreement with any third party.

## SECTION 7. MISCELLANEOUS

7.1 Right to Assign. Neither this Agreement nor any of the rights, interests or obligations of Licensee hereunder shall be assigned, encumbered, hypothecated or otherwise transferred without the prior written consent of Licensee.

7.2 Certifications. Licensee certifies that it maintains and will continue to maintain ultimate control over the Stations' facilities, including specifically ultimate control over the Stations' finances, personnel and programming as provided herein. Programmer certifies that the arrangement contemplated by this Agreement complies with the provisions of Section 73.3555(a)(1) of the FCC's rules.

7.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

7.4 Entire Agreement. This Agreement and the Attachments hereto embody the entire agreement and understanding of the parties and supersede any and all prior agreements, arrangements and understandings relating to matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement will be effective unless evidenced by an instrument in writing signed by the parties.

7.5 Taxes. Licensee and Broker shall each pay its own ad valorem taxes, if any, which may be assessed on such party's respective personal property for the periods that such items are owned by such party. Broker shall pay all taxes, if any, to which the consideration specified in Section 1.5 herein is subject, provided that Licensee is responsible for payment of its own income taxes.

7.6 Headings. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

7.7 Governing Law. The obligations of Licensee and Broker are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Act and the Rules and Regulations of the FCC. The construction and performance of the Agreement will be governed by the laws of the State of Indiana.

7.8 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) sent by telecopy (with receipt personally confirmed by telephone), delivered by personal delivery, or sent by commercial delivery service or certified mail, return receipt requested, (iii) deemed to have been given on the date telecopied with receipt confirmed, the date of personal delivery, or the date set forth in the records of the delivery service or on the return receipt, and (iv) addressed as follows:

To Licensee: Pluria W. Marshall, Jr.  
3731 Wilshire Boulevard  
Suite 840  
Los Angeles, CA 90010

Telecopy : 213-835-0590  
Telephone: 213-835-1500

Copy to: Allan G. Moskowitz, Esq.  
10845 Tuckahoe Way  
North Potomac, Md 20878

Telecopy: (301) 251-1353  
Telephone: (301) 908-4165

To Broker: Marion Williams  
Michillianna Broadcasting, LLC  
2338 Central Drive  
Gary, IN 46407

Telecopy:  
Telephone:



Copy to:

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 7.8.

7.9 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with all then existing FCC rules and policies which may be applicable, while attempting to preserve, as closely as possible, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

7.10 Specific Performance. The parties recognize that in the event Licensee should refuse to perform under the provisions of this Agreement, monetary damages alone will not be adequate. In the event that Broker is not itself in material default or breach of this Agreement, Broker shall therefore be entitled to obtain specific performance of all terms of this Agreement. In the event of any action to enforce this Agreement, Licensee hereby waives the defense that there is an adequate remedy at law. Licensee shall also have the right to obtain specific performance of all the terms of this Agreement.

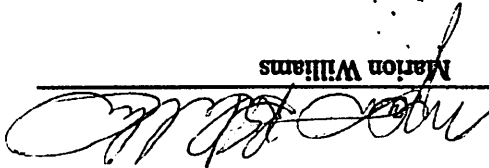
7.11 Arbitration. Any dispute arising out of or related to this Agreement that Licensee and Broker are unable to resolve by themselves shall be settled by arbitration in California by a panel of three arbitrators. Licensee and Broker shall each designate one disinterested arbitrator and the two arbitrators designed shall select the third arbitrator. The persons selected as arbitrators need not be professional arbitrators, and persons such as lawyers, accountants and bankers shall be acceptable. Before undertaking to resolve a dispute, each arbitrator shall be duly sworn faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of his or her understanding. The arbitration hearing shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The written decision of a majority of the arbitrators shall be final and binding on Licensee and Broker. The costs and expenses of the arbitration proceeding shall be assessed between Licensee and Broker in a manner to be decided by a majority of the arbitrators, and the assessment shall be set forth in the decision and award of the arbitrators. Judgment on the award, if it is not paid within thirty days, may be entered in any court having jurisdiction over the matter. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by Licensee or Broker against the other except: (i) an action to compel arbitration pursuant to this Section; (ii) an action to enforce the award of the

arbitration panel rendered in accordance with this Section; or (iii) a suit for specific performance pursuant to Section 7.10.

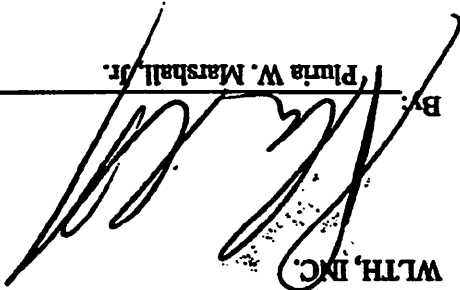
7.12 No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between the Licensee and the Broker.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day  
and year first above written.

BROKER: MICHILLIANNA BROADCASTING, LLC

By:   
Marion Williams

LICENSEE: WLTH, INC.

By:   
Plura W. Marshall, Jr.

## ATTACHMENT I

### Consideration

[REDACTED]

**ATTACHMENT II**

**PROGRAMMING EXPENSES**

### **ATTACHMENT III**

#### **BROADCAST STATION PROGRAMMING POLICY STATEMENT**

The following sets forth the policies generally applicable to the presentation of programming and advertising over Station WDMA(FM). All programming and advertising broadcast by the Station must conform to these policies and to the provisions of the Communications Act of 1934, as amended (the "Act"), and the Rules and Regulations of the Federal Communications Commission ("FCC").

##### **Station's Identification**

The Station must broadcast a Station identification announcement once an hour as close to the hour as feasible in a natural breach in the programming. The announcement must include (1) the Station's call letters, followed immediately by (2) the Station's city of license.

##### **Broadcast of Telephone Conversations**

Before recording a telephone conversation for broadcast or broadcasting such a conversation simultaneously with its occurrence, any party to the call must be informed that the call will be broadcast or will be recorded for later broadcast, and the party's consent to such broadcast must be obtained. This requirement does not apply to calls initiated by the other party which are made in a context in which it is customary for the Station to broadcast telephone calls.

##### **Sponsorship Identification**

When money, service or other valuable consideration is either directly or indirectly paid or promised as part of an arrangement to transmit any programming, the Station at the time of broadcast shall announce (1) that the matter is sponsored, either whole or in part; and (2) by whom or on whose behalf the matter is sponsored. Products or services furnished to the Station in consideration for an identification of any person, product, service, trademark or brand name shall be identified in this manner.

In the case of any political or controversial issue broadcast for which any material or service is furnished as an inducement for its transmission, an announcement shall be made at the beginning and conclusion of the broadcast stating (1) the material or service that has been furnished; and (2) the person(s) or association(s) on whose behalf the programming is transmitted. However, if the broadcast is 5 minutes duration or less, the required announcement need only be made either at its beginning or end. Prior to any sponsored broadcast involving political matters or controversial issues, the Station shall obtain a list of the chief executive officers, members of the

executive committee or board of directors of the sponsoring organization and shall place this list in the Station's public inspection files.

#### Payola/Plugola

The Station, the personnel, or the Brokers shall not accept or agree to accept from any person any money, service or other valuable consideration for the broadcast of any matter unless such fact is disclosed to the Station so that all required Station identification announcements can be made. All persons responsible for station programming must, from time to time, execute such documents as may be required by Station's management to confirm their understanding of and compliance with the FCC's sponsorship identification requirements.

#### Rebroadcasts

The Station shall not rebroadcast the signal of any other broadcast Station without first obtaining such Station's prior written consent to such rebroadcast.

#### Fairness

The Station shall seek to afford coverage to contrasting viewpoints concerning controversial issues of public importance.

#### Personal Attacks

The Station shall not air attacks upon the honesty, character, integrity or like personal qualities of any identified person or group. If such an attack should nonetheless occur during the presentation of views on a controversial issue of public importance, those responsible for programming shall submit a tape or transcript of the broadcast to station management and to the person attacked within 48 hours, and shall offer the person attacked a reasonable opportunity to respond.

#### Political Editorials

Unless specifically authorized by Station's management, the Station shall not air any editorial which either endorses or opposes a legally qualified candidate for public office.

### Political Broadcasting

All “uses” of the Station by legally qualified candidates for elective office shall be in accordance with the Act and the FCC’s Rules and policies, including without limitation, equal opportunities requirements, reasonable access requirements, lowest unit charge requirements and similar rules and regulations.

### Obscenity and Indecency

The Station shall not broadcast any obscene material. Material is deemed to be obscene if the average person, applying contemporary community standards in the local community, would find that the material, taken as a whole, appeals to the prurient interest; depicts or describes in a patently offensive way sexual conduct specifically defined by applicable state law; and taken as a whole, lacks serious literary artistic, political or scientific value.

The Station shall not broadcast any indecent material outside of the periods of time prescribed by the FCC. Material is deemed to be indecent if it includes language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs.

### Billing

No entity which sells advertising for airing on the Station shall knowingly issue any bill, invoice or other document which contains false information concerning the amount charged or the broadcast of advertising which is the subject of the bill or invoice. No entity which sells advertising for airing on the Station shall misrepresent the nature or content of aired advertising, nor the quantity, time of day, or day on which such advertising was broadcast.

### Contests

Any contests conducted on the Station shall be conducted substantially as announced or advertised. Advertisements or announcements concerning such contests shall fully and accurately disclose the contest’s material terms. No contest description shall be false, misleading or deceptive with respect to any material term.

### Hoaxes

The Station shall not knowingly broadcast false information concerning a crime or catastrophe.

### Emergency Information

Any emergency information which is broadcast by the Station shall be transmitted immediately.

### Lottery



The Station shall not advertise or broadcast any information concerning any lottery (except approved state lotteries). The Station may advertise and provide information about lotteries conducted by non-profit groups, governmental entities and in certain situations, by commercial organizations, if and only if there is no state or local restriction or ban on such advertising or information and the lottery is legal under state or local law. Any and all lottery advertising must first be approved by Station's management.

### Advertising

The Station shall comply with all federal, state and local laws concerning advertising, including without limitation, all laws concerning misleading advertising, and the advertising of alcoholic beverages.

### Programming Prohibitions

Knowing broadcast of the following types of programs and announcements is prohibited.

False Claims. False or unwarranted claims for any product or service.

Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

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

Profanity. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, as evaluated by Station's management.

Violence. Any programs which are excessively violent.

Unauthorized Testimonials. Any testimonials which cannot be authenticated.

**ATTACHMENT IV**

**Payola Statement**

FORM OF PAYOLA AFFIDAVIT

City of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:  
State of \_\_\_\_\_ )

**ANTI-PAYOLA/PLUGOLA AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says as follows:

1. He/She is \_\_\_\_\_ for \_\_\_\_\_.
2. He/She has acted in the above capacity since \_\_\_\_\_.
3. No matter has been broadcast by Station \_\_\_\_\_ for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by him/her from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
4. So far as he/she is aware, no matter has been broadcast by Station \_\_\_\_\_ for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by Station \_\_\_\_\_ or by any independent contractor engaged by Station \_\_\_\_\_ in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
5. In the future, he/she will not pay, promise to pay, request or receive any service, money, or any other valuable consideration, direct or indirect, from a third party, in exchange for the influencing of, or the attempt to influence, the preparation of presentation of broadcast matter on Station \_\_\_\_\_.
6. Nothing contained herein is intended to, or shall prohibit receipt or acceptance of anything with the expressed knowledge and approval of my employer, but henceforth any such approval must be given in writing by someone expressly authorized to give such approval.