

## **TIME BROKERAGE AGREEMENT**

This Time Brokerage Agreement ("Agreement"), dated as of the 1<sup>st</sup> day of November 2020, by and between the Thomas Huth Revocable Living Trust, by Dwilynda H. Huth, his Trustee (hereinafter "THRLT" or "Licensee"); and Independence Rock Media, LLC, a California limited liability company (hereinafter "IRM" or "Broker"):

WITNESSETH THAT:

**WHEREAS**, THRLT is currently the licensee and operator of the following stations (the "Stations"):

- KTOR(FM), 99.7 MHz, Gerber, California, FCC Facility ID #82891
- KHEX(FM), 100.3 MHz, Concow, California, FCC Facility ID #31618
- KAJK(FM), 96.3 MHz, Susanville, California, FCC Facility ID #162465
- KGXX(FM), 100.7 MHz, Susanville, California, FCC Facility ID #183357
- KLZN(AM), 1490 kHz, Susanville, California, FCC Facility ID #160277
- K257EK(FX), 99.3 MHz, Susanville, California, FCC Facility ID #151434
- K284CL(FX), 104.7 MHz, Red Bluff, California, FCC Facility ID #156223

**WHEREAS**, Licensee and Broker will be entering into an "Asset Purchase Agreement" (the "APA") providing for the acquisition of the Stations by Broker subject to the consent of the FCC;

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

**WHEREAS**, Licensee desires to accept the programs produced by Broker and to make broadcasting time on the Stations available to Broker on terms and conditions which conform to FCC rules, regulations, and policies and to 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. Sale of Air Time.**

**1.1. Scope.** During the term of this Agreement, Licensee shall make available to Broker substantially all the Stations' air time, as set forth in this Agreement, for broadcast of the programs produced by Broker. Broker shall provide entertainment

programming of its selection, together with commercial matter, news, public service announcements, and other suitable program material for broadcast on the Stations (the "Programming"). Licensee may set aside up to two hours per broadcast week between the hours between 5 a.m. and 7 a.m. on Sundays for the broadcast of programming produced and/or selected by Licensee. Additionally, as set forth more fully below, Licensee reserves the right at any time to pre-empt the Programming for the broadcast of emergency information and programming of the Licensee's selection which Licensee believes to be in the public interest.

**1.2. Term.** The term of this Agreement shall be for one year commencing on November 1, 2020 (the "Commencement Date") and shall continue unless terminated earlier pursuant to Section 5 hereof until the occurrence of the earliest of the following events: (a) the consummation of the sale of the assets and assignment of the license for the Stations pursuant to the APA; (b) the first day of the month following termination of the APA; or (c) the first day of the month following the date on which an order of the FCC denying its consent to the assignment of the Stations' license to Broker becomes a Final Order.

**1.3. Consideration.** (a) Broker shall pay Licensee for the air time on the Stations a base monthly fee of One Dollar (\$1.00) (the "Monthly Fee"). The Monthly Fee shall be paid in advance on the Commencement Date and on the first day of each month thereafter during the term of this Agreement.

(b) As additional consideration for the use of the Stations' facilities, during the term of this agreement Broker shall reimburse Licensee for Licensee's reasonable and necessary costs and expenses of operating the Stations listed in Exhibit A hereto and for Licensee's reasonable and necessary costs of repairing and/or replacing worn out or defective equipment and components, including, without limitation, transmitter tubes, within ten (10) days of receipt of a written request for such reimbursement accompanied by bills or other evidence reasonably satisfactory to Broker as to the actual operating costs and expenses or costs of effectuating equipment repairs or replacements for which reimbursement is sought, provided that Licensee shall not submit requests for reimbursement of its costs and expenses more frequently than once per month. The foregoing notwithstanding, Broker shall not reimburse Licensee for any salaries, payroll taxes, or benefits, for costs of repairing or replacing equipment and components which are covered by insurance and/or

manufacturer's or supplier's warranties, or for the costs of any capital improvements in the Stations unless such capital improvements are approved, in advance and in writing, by Broker.

**1.4. Authorization.** Licensee and Broker each represent that it is legally qualified, empowered, and able to enter into this Agreement, that this Agreement has been approved by all necessary corporate action, and that this Agreement will not constitute a breach or default under its articles of incorporation or by-laws or under any agreement or court order to which it is a party or under which it is legally bound.

## **Section 2. Operation.**

### **2.1. Licensee's Responsibilities.**

(a) Licensee shall be responsible for, and shall pay in a timely manner, all costs of operating, owning, and controlling the Stations, including, but not limited to, utilities, rent, and maintenance costs for the Stations' transmitter and antenna system and the Stations' main studio, subject to Broker's obligation to reimburse Licensee for such costs pursuant to Section 1.3(b) and Broker's further obligation to reimburse Licensee for all music licensing fees attributable to programming presented over the Stations by Broker in the manner specified in Section 2.2 hereof to the extent not paid for directly by Broker.

(b) Licensee shall be ultimately responsible for the Stations' compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations, and policies of the FCC and all other applicable laws pertaining to the ownership and operation of the Stations.

(c) Licensee shall be responsible for engaging its own general manager, who shall be responsible for overseeing the operation and programming of the Stations, and for employing, or contracting with, its own chief operator, who shall be responsible for the Stations' compliance with all engineering requirements.

(d) Licensee shall be responsible for the payment of the salaries, taxes, insurance, and related costs of all personnel employed by Licensee.

(e) Licensee shall be responsible for maintaining all authorizations required for the operation of the Stations in full

force and effect during the term of this Agreement, unimpaired by any acts or omissions of Licensee.

(f) Licensee shall be responsible for repair and maintenance of the Stations' equipment and facilities, all of which shall be kept in a good state of repair and good working condition so as to permit their operation in compliance with the rules and regulations of the FCC and the standards of good engineering practice; provided that Licensee shall be entitled to reimbursement for all costs and expenses that Licensee reasonably incurs in fulfilling this responsibility as provided for in Section 1.3(b) hereof.

(g) Licensee shall cooperate with Broker, at Broker's expense, in making such arrangements as Broker shall reasonably request for delivery of the Programming from any remote location to the Stations' main studio and/or directly to the Stations' transmitter site.

(h) Licensee shall maintain full replacement value insurance with respect to the Stations' technical equipment and, in the event of any loss or damage to such property, Licensee, with Broker's assistance, shall use the proceeds of any applicable insurance policies to replace, restore, or repair the lost or damaged property as promptly as practicable.

## **2.2. Broker's Responsibilities.**

(a) Broker shall employ and be responsible for the salaries, taxes, insurance, and related costs for all personnel involved in the production of its Programming supplied to the Stations hereunder, and all other costs incurred by Broker for the production of the Programming and the sale of time in and promotion of the Programming.

(b) Broker shall be responsible for, and shall pay when due, all music licensing fees in connection with the Programming during the term of this Agreement regardless of whether the legal responsibility for the payment of such fees to the music licensing entities is the Licensee's or the Broker's.

(c) Broker shall be responsible for any expenses incurred in the origination and/or delivery of the Programming from any remote location to the Stations' main studio and/or directly to the Stations' transmitter site, and for any publicity or

promotional expenses incurred by Broker.

(d) Broker shall include in the Programming the sponsorship identification announcements with respect to the time brokered programming and advertising and other material included in the Programming in exchange for consideration as are required by the rules of the FCC and the Communications Act of 1934, as amended (the "Act").

**2.3. Ancillary Broadcast Rights.** During the term of this Agreement, Licensee shall lease the subcarriers on the Stations to Broker in further consideration of Licensee's compensation pursuant to Section 1.3 of this Agreement. Broker may transmit material over the subcarriers and retain any revenue therefrom without additional compensation to Licensee.

**2.4. Advertising and Programming.** During the term of this Agreement, Broker shall be entitled to all revenue from the sale of advertising or program time on the Stations.

**2.5 Political Advertising.** Broker shall cooperate and consult with Licensee concerning its policies and practices regarding political advertising and otherwise take such steps as may be necessary or appropriate in order to insure Licensee's compliance with its obligations under the Act and the rules, regulations and policies of the FCC, with respect to the carriage of political advertisements and programs (including, without limitation, the rights of candidates and, as appropriate others, to "equal opportunities") and the charges permitted therefor. To this end, Broker will provide Licensee with information as to the lowest unit rate for all classes and categories of time in the Programming that Broker offers for sale to commercial advertisers, and, at the request of Licensee, shall provide copies of advertising contracts and other documents used by Broker to determine the lowest unit rate applicable to any class or category of time. Additionally, Broker will promptly notify Licensee of any changes in its lowest rates which occur during the forty-five day period before any primary election and the sixty days period before any general election. As soon as practicable, but in any event within 24 hours of any request to purchase time on the Stations 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 and make sure that appropriate records are placed in the public inspection file for the Stations. Licensee shall have the right to sell to

political candidates as much time in the Programming for political advertisements as Licensee reasonably believes is necessary in order for Licensee to satisfy its obligations to afford federal candidates reasonable access to the facilities of the Stations, to discharge its public interest obligation with respect to non federal candidates, and to comply with its obligations to afford such candidates equal opportunities, and Broker shall insert such political advertisements in the Programming; provided that to the extent practicable and consistent with Licensee's obligations as the licensee of the Stations, Licensee will consult with Broker regarding the number and scheduling of political advertisements to be inserted in the Programming, and provided further that Broker will be entitled to the net revenue received by Licensee from the sale of political advertisements inserted in the Programming. Broker shall refer all requests for political advertising to Licensee and Broker shall not sell any time in the Programming for political advertising.

**Section 3. Compliance with the Communications Act And the FCC's Rules and Regulations.**

**3.1. Licensee Authority.** Nothing in this Agreement shall be construed as abrogating the Licensee's obligation and responsibility under the Act and the rules, regulations, and policies of the FCC to maintain ultimate control over the Stations' facilities and operations, including, specifically, control over the Stations' finances, personnel and programming and compliance with the Stations' obligation to operate in the public interest and to comply with the rules, regulations, and policies of the FCC, and, by executing this Agreement, Licensee certifies that it will at all times during the term of this Agreement maintain ultimate control over all aspects of the Stations' facilities and operations to the extent required by law and by the rules, regulations and policies of the FCC. Without limiting the generality of the foregoing, Broker recognizes that Licensee will have certain obligations to broadcast programming which covers issues of public importance in Marysville, California, and the surrounding area. The parties intend that Licensee will use a portion of the air time reserved to it under Section 1.1 above to satisfy its public service programming obligations.

**3.2 Management.** Licensee shall employ the Stations' general manager and at least one other employee who will assist it in the management and operation of the Stations. Broker shall abide by the decisions and direction of these individuals

**3.3 Stations Identification Announcements/EAS Tests.**

During all hours when Broker is delivering the Programming for broadcast over the Stations, Broker shall (i) include in the Programming, at the appropriate times, the hourly Stations identification announcement required to be broadcast over the Stations. Additionally, during all hours when Broker is delivering the Programming for broadcast over the Stations, Broker shall maintain at the location from which the Programming is being originated a receiver capable of receiving test messages and alerts over the Emergency Broadcast System, which EAS receiver shall be continuously monitored. If an EAS test or alert is received during the hours when Broker is delivering the Programming for broadcast over the Stations, Broker shall cause the appropriate EAS test or alert message to be transmitted over the Stations, shall, in the event of an actual activation of the Emergency Broadcast System, cause all steps that the Stations is required to take in such an event to be taken, and shall be responsible for assuring that the receipt and broadcast of all EAS tests and alerts are properly recorded in the Stations log.

**3.4. Additional Licensee Obligations.** Licensee retains the right to cut into the Programming in case of an emergency, although both parties shall cooperate in the broadcast of emergency information over the Stations. During such times, Licensee shall coordinate with Broker the Stations' hourly Stations identification announcements so that such announcements are aired in accordance with the rules of the FCC.

**3.5. Access to Broker Materials.** Licensee, solely for the purpose of ensuring Broker's compliance with the law, FCC rules, the policies of the Stations, and Licensee's obligations under its music licensing agreements, shall be entitled to review on a confidential basis any material relating to the Programming as Licensee may reasonably request. Broker shall provide Licensee with copies of all correspondence relating to the Stations' broadcasts and all complaints received from the public which will, to the extent required, be placed in the Stations' public file. Nothing in this section shall entitle Licensee to review the corporate or financial records of the Broker other than records which may be necessary for Licensee to verify Broker's lowest unit rates in connection with political advertising.

**3.6 Multiple Ownership Certification.** By executing this Agreement, Broker certifies that the brokerage of time on the

Stations in the manner contemplated by this Agreement will comply with the provisions of Section 73.3555(a)(1) and (e)(1) of the FCC's Rules relating to multiple ownership.

**3.7. Regulatory Changes.** In the event of any order or decree of an administrative agency or court of competent jurisdiction, including without limitation any material change or clarification in FCC rules, policies, or precedent, that would cause this Agreement to be invalid or violate any applicable law, and such order or decree has become effective and has not been stayed, the parties will use their respective best efforts and negotiate in good faith to modify this Agreement to the minimum extent necessary so as to comply with such order or decree without material economic detriment to either party, and this Agreement, as so modified, shall then continue in full force and effect.

#### **Section 4. Broadcast Standards and Licensee Control.**

**4.1. Stations Broadcast Guidelines.** Licensee has adopted and will enforce certain guidelines ("Guidelines"), a copy of which appears as Exhibit B hereto and are incorporated herein by reference. Broker agrees and covenants to comply in all material respects with the Guidelines and with all rules and regulations of the FCC with respect to the Programming.

**4.2. Licensee Control of Programming.** Broker recognizes that the Licensee has full authority to control the operation of the Stations. The parties agree that Licensee's authority includes, but is not limited to, the right to reject or refuse such portions of the Programming which Licensee reasonably believes to be contrary to the public interest; provided, however, that Licensee shall use its best efforts to give Broker prior notice of Licensee's objection to segments of the Programming, including the basis for such objection, and a reasonable opportunity to substitute acceptable programming material. In accordance with the Guidelines and FCC rules, regulations and policies, Licensee and Broker will cooperate in an effort to avoid conflicts regarding the Programming. Licensee also may substitute programming for that provided by Broker which Licensee, in its sole discretion, believes will better serve the public interest. In no event shall Licensee be liable for any consequential damages due to the pre-emption or rejection of Programming, or due to any Service Interruption as may occur.

**4.3. Pre-Emption or Rejection of Programming; Interruption of Service.** On the Commencement Date, the Stations shall be

operating in substantial compliance with the terms of its FCC license. In the event Licensee pre-empts or rejects programming from Broker pursuant to the terms of this Agreement, or in the event that the Stations experiences a Service Interruption as defined below, the Monthly Fee due Licensee pursuant to Section 1.3(a) shall be prorated based on the percentage that the total hours in any calendar month of programming pre-empted or rejected by Licensee, or not aired due to a Service Interruption, bears to the total amount of programming that Broker would have broadcast over the Stations during the month if no programming had been pre-empted or rejected and/or no Service Interruption had occurred; provided that no credit shall be given based upon Service Interruptions unless the Service Interruptions in any month exceed 4 hours in the aggregate, in the event the Service Interruption is due to the Broker's operation of the Stations, or in the event that Programming was rejected by Licensee on the grounds that Licensee reasonably believed it to be contrary to the public interest or the Commission's policies. A Service Interruption is defined as the Stations being off the air, except for routine maintenance between the hours of midnight and 6 a.m. on Sundays, or not operating with at least eighty percent (80%) of its licensed power, during any portion of any day when the Programming is scheduled to be aired over the Stations pursuant to this Agreement. In no event shall Licensee be liable for any consequential damages due to the pre-emption or rejection of Programming or to any Service Interruption that may occur.

#### **Section 5. Termination.**

In addition to other remedies available at law or equity, this Agreement may be terminated 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) this Agreement is declared invalid or illegal in whole or substantial part by a final order or decree of an administrative agency or court of competent jurisdiction, such order or decree has gone into effect and has not been stayed, and the parties are unable, after negotiating in good faith pursuant to Section 3.6 for a period of at least thirty days, to modify this Agreement to comply with applicable law.

(b) the other party is in material breach of its obligations hereunder and has failed to cure such breach within ten business days after receipt of written notice thereof from the

non-breaching party;;

(c) the other party is in material breach of its obligations under the Merger Agreement and the time specified in that agreement for curing the breach has expired;

(d) the mutual consent of both parties;

(e) there is a change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and has not been stayed, and the parties are unable, after negotiating in good faith pursuant to Section 3.6 for at least thirty (30) days, to modify this Agreement to comply with the change in FCC rules, policies or precedent.

## **Section 6. Indemnification.**

**6.1. Broker's Indemnification.** Broker shall indemnify, defend, and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description, arising out of (i) the broadcast of Broker's Programming under this Agreement; (ii) any misrepresentation or breach of any warranty of Broker contained in this Agreement; and (iii) any breach of any covenant, agreement, or obligation of Broker contained in this Agreement.

**6.2. Licensee's Indemnification.** Licensee shall indemnify, defend, and hold harmless Broker from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description, arising out of (i) Licensee's broadcasts under this Agreement; (ii) any misrepresentation or breach of any warranty of Licensee contained in this Agreement; and (iii) any breach of any covenant, agreement or obligation of Licensee contained in this Agreement.

**6.3. Procedure for Indemnification.** The party seeking indemnification under this Section ("Indemnatee") shall give the party from whom it seeks indemnification ("Indemnitor") prompt notice, pursuant to Section 7.7, of the assertion of any such claim, provided, however, that the failure to give notice of a claim within a reasonable time shall only relieve the Indemnitor

of liability to the extent it is materially prejudiced thereby. Promptly after receipt of written notice, as provided herein, of a claim by a person or entity not a party to this Agreement, the Indemnitor shall assume the defense of such claim; provided, however, that (i) if the Indemnitor fails, within a reasonable time after receipt of written notice of such claim, to assume the defense, compromise, and settlement of such claim, Indemnitee shall have the right to assume the defense of, and to compromise or settle, the claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor (upon notifying the Indemnitee of its election to do so) to assume the defense of such claim at any time prior to the settlement, compromise, judgment, or other final determination thereof, (ii) if in the reasonable judgment of the Indemnitee, based on the advice of its counsel, a direct or indirect conflict of interest exists between the Indemnitee and the Indemnitor, or that the assumption of the defense by Indemnitor would be contrary to law or policy, the Indemnitee shall (upon notifying the Indemnitor of its election to do so) have the right to undertake the defense, compromise, and settlement of such claim on behalf of and for the account and risk of the Indemnitor (it being understood and agreed that the Indemnitor shall not be entitled to assume the defense of such claim), (iii) if the Indemnitee in its sole discretion so elects, it shall (upon notifying the Indemnitor of its election to do so) be entitled to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of counsel so employed shall (except as contemplated by clauses (i) and (ii) above) be borne solely by the Indemnitee, (iv) the Indemnitor shall not settle or compromise any claim or consent to the entry of any judgment that does not include as an unconditional term thereof the grant by the claimant or plaintiff to each Indemnitee of a release from any and all liability in respect thereof, (v) the Indemnitor shall not settle or compromise any claim in any manner, or consent to the entry of any judgment, that could reasonably be expected to have a material adverse effect on the Indemnitee, and (vi) the indemnitor may not settle any claim without the consent of the Indemnitee, provided, however, that if the Indemnitee does not consent to a *bona fide* offer of settlement made by a third party and the settlement involves only the payment of money, then the Indemnitor may, in lieu of payment of that amount to such third party, pay that amount to Indemnitee. After such payment to the Indemnitee, the Indemnitor shall have no further liability with respect to that claim or proceeding and the Indemnitee shall assume full responsibility for the defense, payment or settlement of such claim or proceeding.

**Section 7. Miscellaneous.**

**7.1. Assignment.** Neither party may assign its rights or obligations hereunder without the prior written consent of the other party; provided that Broker may assign his rights, duties and responsibilities hereunder to any corporate entity formed by him. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

**7.2. Call Letters.** During the term of this Agreement, Licensee will not, without Broker's prior written consent, request that the Stations' call letters be changed. At Broker's request Licensee will file a request with the FCC to change the call letters of the Stations to ones chosen by Broker, provided that Broker shall pay all costs of filing such a request including, without limitation, the filing fee and Licensee's reasonable attorney's fees.

**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, the Attachments hereto and the Merger Agreement 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 party to be charged therewith.

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

**7.6. 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, as amended, and the rules, regulations, and policies of the FCC. The construction and performance of this Agreement will be governed by the laws of the State of California except for the choice of law rules used in that jurisdiction.

**7.7. Notices.** Any notice, demand, or request required

or permitted to be given under the provisions of the Agreement shall be in writing and shall be deemed to have been duly delivered on the date of personal delivery or on the date of receipt if sent by Federal Express or similar overnight delivery service or mailed by registered or certified mail, postage prepaid and return receipt requested, and shall be deemed to have been received on the date of personal delivery or on the date set forth on the return receipt, to the following addresses, or to such other address as a party may request:

If to Licensee:

Dwilynda Huth, Trustee  
Thomas Huth Revocable Living Trust  
1845 Lorraine Way  
Yuba City, CA 95993

If to Broker:

Calvin Hunter, Manager  
Independence Rock Media, LLC  
1490 Stone Point Drive, Suite 200  
Roseville, CA 95661

**7.8 Certifications.** Licensee certifies that it maintains ultimate control over the Stations' facilities including, specifically, control over the Stations' finances, personnel and programming. Broker certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

**7.9 Nondiscrimination in Advertising.** Broker represents and warrants that it does not and shall not discriminate in advertising arrangements on the basis of race or ethnicity. Broker further certifies and covenants that during the Term all of its advertising sales agreements with respect to the Stations will contain at all times an appropriate nondiscrimination clause in compliance with the FCC rules and all policy concerning nondiscrimination in advertising.

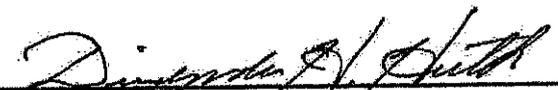
**7.10 Legal Counsel.** This agreement has been prepared by Dennis J. Kelly, a member of the District of Columbia Bar and Federal Communications Bar Association.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

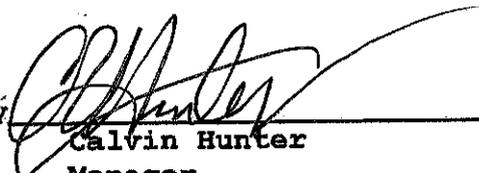
**LICENSEE**

**THOMAS HUTH REVOCABLE LIVING TRUST**

By   
Dwilynda H. Huth  
Trustee

**BROKER**

**INDEPENDENCE ROCK MEDIA, LLC**

By   
Calvin Hunter  
Manager

**EXHIBIT A**

Insurance-Hazard  
Insurance-Liability  
Utilities  
Telephone (one local line no toll charges)  
Contract Engineering Services  
FCC Regulatory Fees, If Applicable (to be pro-rated)

## **EXHIBIT B**

### **Guidelines**

Broker will take care to observe and exercise reasonable diligence and warrants to comply with the following guidelines in the preparation, writing and broadcasting of programs on the Stations:

1. **Respectful of Faiths.** The subject of religion and references to particular faiths, tenets and customs will be treated with respect at all times. Licensee understands that Broker intends to broadcast Roman Catholic religious, educational and devotional programs from both the EWTN Global Catholic Radio Network and from other sources over the Stations, and consents to the broadcast of such programming.

2. **No Denominational Attacks.** The Stations will not be used as a medium for attack on any faith, denomination or sect or upon any individual or organization; provided that broadcasts which compare and contrast the Roman Catholic religion with other religions shall not be deemed as attacks on non-Roman Catholic religions.

3. **Personal Attacks and Political Editorializing.** No attacks on the honesty, integrity or like personal qualities of any person or group of persons will be made during the discussions of controversial issues of public importance; and, during the course of political campaigns, the programs are not to be used as a forum for editorializing about the election or defeat of individual candidates.

4. **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. No commercial messages (plugs) or undue references shall be made in programming presented over the Stations to any business venture, profit making activity or other interest (other than noncommercial announcements for bona fide charities, church activities or other public service activities) in which Broker is directly or indirectly interested without the same having been approved in advance by the Stations' Manager and such broadcast being announced as sponsored material. Concurrently with the execution of this Agreement, and at 6 month intervals thereafter Broker shall execute and deliver to Licensee a Payola/Plugola Affidavit in the form attached hereto as Exhibit

C.

5. **No Gambling.** Any form of gambling on the programs is prohibited.

6. **Election Procedures.** At least 90 days before the start of any election campaign, Broker will review with the Stations' Manager the rates that will be charged for the time to be sold to candidates for public office or their supporters to make certain that such rates conform with applicable law and Stations policy.

7. **Required Announcements.** Broker will broadcast (i) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Stations, and (ii) any other announcements required by applicable law or Stations policy.

8. **Tape Delay for Live Broadcasts.** Programmer shall use a 10 second tape delay for any live broadcasts and interviews including listener call-ins.

9. **Credit Terms Advertising.** Unless all applicable state and federal guidelines relative to disclosure of credit terms are complied with, no advertising of credit terms will be made over the Stations beyond mention of the fact that, if desired, credit terms are available.

10. **No Illegal Announcements.** No announcements or promotions prohibited by law of any lottery or game will be made over the Stations.

11. **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 FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Stations which is in conflict with programming policies of the Stations or which, in Licensee's judgment would not serve the public interest.

12. **Programming Prohibitions.** Broker will not broadcast any of the following programs or announcements:

(a) **False Claims.** Claims for any product or service that Broker knows or reasonably believes to be false or unwarranted.

(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) Profanity. Any programs or announcements that are slanderous, obscene, profane, indecent, vulgar, repulsive or offensive, either in theme or in treatment.

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

**ANTI-PAYOLA DECLARATION**

Calvin Hunter, Manager of Independence Rock Media, LLC ("Broker") hereby certify the following on behalf of Broker:

1. that all programming that shall be furnished by Broker to Stations KTOR, KAJK, KGXX, KHEX and/or KLZN (the "Stations") in the future and all programming that has furnished to the Stations in the past for which services, money or other valuable consideration has been directly or indirectly paid or promised to, or charged or accepted by any other person will and has included an announcement, or has otherwise indicated, that the programming was paid for or furnished by the payor.

2. That, in the future, neither I nor any of Broker's principals, officers, employees or agents will 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 or presentation of broadcast matter on the Stations unless the broadcast matter is accompanied by proper sponsorship identification announcements.

3. that neither the principals of Broker or the immediate family of the members of Broker's principals have any present direct or indirect ownership interest in any entity engaged in the following businesses or activities (other than an investment in a corporation whose stock is publicly held), serves as an officer or director of, whether with or without compensation, or serves as an employee of, any entity engaged in the following

business or activities:

- i. The publishing of music;
- ii. The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
- iii. The exploitation, promotion or management of persons rendering artistic, production and/or other services in the entertainment field; or
- iv. The wholesale or retail sale of records intended for public purchase.

Executed under penalty of perjury, this \_\_\_\_ day of \_\_\_\_\_  
202\_\_.

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Calvin Hunter