

## TIME BROKERAGE AGREEMENT

**LIGHTHOUSE RADIO GROUP**, an Oregon General Partnership ("Licensee"), and **COOS RADIO, INC.**, an Oregon corporation ("Programmer"), agree, this 5<sup>th</sup> day of January, 2018, to enter into this **TIME BROKERAGE AGREEMENT** (this "TBA") under the terms and conditions specified herein. The parties hereto are collectively and individually referred to herein as a Party or the Parties.

### WITNESSETH:

WHEREAS, Licensee owns and operates the following radio broadcast station (the "Station"):

KYSJ (FM), Coos Bay, OR, FAC ID# 35087

WHEREAS, the Parties have entered into an **ASSET PURCHASE AGREEMENT** of even date herewith (the "Purchase Agreement"), assigning the FCC License of Station and certain Tangible Personal Property used and useful in the operation of the Station to Programmer (as "Buyer"), subject to the consent of the Federal Communications Commission (the "FCC" or "Commission") on terms and conditions contained therein (the "Assignment Application");

WHEREAS, until such time that the FCC grants the Assignment Application, Programmer desires to acquire time on the Station for the provision of programming and the generation of advertising sales;

WHEREAS, Licensee desires to accept the programming produced by Programmer and to make broadcasting time on the Station available to Programmer on terms and conditions which conform to the FCC Rules and to this TBA;

WHEREAS, this TBA and the transaction hereby represented complies with the local and national multiple Station ownership and audience reach limitations of Section 73.3555 and the program duplication limitations of Section 73.3556 of the rules and regulations of the FCC.

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

1. Commencement Date and Term. This TBA shall become effective as of the date hereof, and Programmer's operations shall commence (the "Commencement Date") as of January 8, 2018 (unless otherwise agreed to by the Parties in writing), remaining in effect for one (1) years unless earlier terminated by a sale of the Station to Programmer pursuant to the Purchase Agreement.

2. Use of Station Facilities. Upon the Commencement Date, Licensee will, subject to the terms and conditions herein, make available to Programmer the broadcast transmission

facilities of the Station on a twenty-four (24) hour per day, seven (7) day per week basis for carriage on the Station of programming content produced and/or selected by Programmer and delivered by Programmer provided that any and all programming material proffered by Programmer for carriage on the Station will be in material compliance with any and all applicable laws and governmental regulations, including but not limited to the Communications Act of 1934, as amended (the "Act"), and the rules and regulations of the FCC.

(a) Upon the Commencement Date, Licensee's equipment complement shall consist of the Tangible Personal Property at Exhibit 1 attached hereto.

(b) Programmer shall have the option but not the obligation to replace the Station's call letters at its own expense and Licensee agrees to cooperate with Programmer in the application for such replacement provided Licensee shall have the right of first review of such call letters with the right to reject any call letters which it deems inappropriate or otherwise not consistent with the Operating Standards set forth in Exhibit 2 hereto and incorporated herein by reference.

3. Advertising and Program Sponsorships. Programmer shall have the unilateral and exclusive right to solicit advertising and/or program sponsorships as Programmer, in the exercise of its unilateral discretion, deems appropriate subject only to Licensee's review for appropriate content. Programmer shall have sole responsibility for the billing and collection of fees and other charges for all matter aired on the Station during the term of this TBA.

4. Programming.

(a) Program Standards. All programming proffered by Programmer shall be prepared and presented in conformity with the Operating Standards set forth in Exhibit 2 hereto;

(b) Responsive Programming. Licensee shall retain the right and responsibility to air programming it deems reasonably responsive to the needs and interests of Coos Bay, Oregon, and the surrounding service areas. To exercise its rights under this Subparagraph, Licensee shall deliver its advance written notice(s) to Programmer reasonably advising Programmer of relevant Public Service Announcements ("PSAs"), local news items, or other material deemed essential to Licensee's compliance with the Act, FCC Rules and policies, or the public interest with the understanding that, absent the need for a broadcast under the Emergency Alert System ("EAS") or other emergency matters, Licensee will provide Programmer at least seven (7) days prior notice of the time it requests for the insertion of PSAs, local news items, or other public interest material.

(c) Equal Opportunities and Personal Attack Requests. Licensee will forward to Programmer within two (2) business days any and all requests which Licensee receives for the purchase of air time by qualified candidates for Federal office, requests for equal opportunities by legally qualified candidates, requests to respond to personal attacks over the Station, and requests by legally qualified candidates for a right to respond to political editorials.

5. Termination.

(a) This TBA shall terminate upon the earlier of (i) the Termination Date; or (ii) the consummation of a sale to Programmer of the Station's Tangible Personal Property and assignment of the FCC License as specified in the Purchase Agreement;

(b) In the event Programmer abandons its operations prior to the end of the Term of this TBA and prior to the consummation of the sale of the Station to Programmer, Programmer shall be obligated to pay to Licensee any TBA Fees remaining to be paid during the Term of this TBA as liquidated damages.

(c) An event of abandonment may include but shall not be limited to the following:

(i) a failure to provide programming for ten (10) consecutive days; or

(ii) Programmer's removal of Licensee's Tangible Personal Property or to cause Licensee's property to be dispossessed by the process of law.

(d) Any personal property belonging to Programmer left within the confines of Licensee's facilities not removed within ten (10) consecutive days following cessation of programming on the Station shall be deemed to have been abandoned in place and, at the option of Licensee, Licensee shall have the right to remove any of Programmer's personal property and after providing Programmer a thirty (30)-day written notice, lay claim to such personal property as its own.

6. Consideration and Payment.

(a) During the Term of this TBA, Programmer shall pay to Licensee the monthly TBA Fee as set forth on Exhibit 3 attached hereto and incorporated herein by reference. TBA Fees shall be due on the first (1<sup>st</sup>) day of each month hereof without notice or presentment and shall be considered "late" if not paid within ten (10) days of the due date.

(b) In the event Programmer makes payment of the TBA Fees later than the tenth (10<sup>th</sup>) day of each month of the Term hereof, Licensee may impose a delinquency or "late" charge of ten percent (10%) of each and every past-due payment.

(c) In addition to the monthly TBA Fees, Programmer shall be responsible for operating expenses of the Station to include direct payments and/or indirect reimbursements for expenses which must remain under Licensee's control. Reimbursements shall be made monthly within five (5) days of presentment of original invoices and/or bills, and Licensee shall be entitled to reimbursement for expenses and expenditures including but not limited to expenses associated with operations described in Section 8(a)(i-iii) hereinbelow and all other standard and customary operating expenses, an estimated schedule of which is attached hereto at Exhibit 4.

All such expenses shall be agreed upon by the parties as of the Commencement Date of this TBA and reviewed and adjusted from time to time as the parties find necessary.

7. Pro-rations. Operations of the Station shall be pro-rated to the Commencement Date of this TBA. Operations of the Station and any income, expense, and liabilities attributable thereto prior to the Commencement Date shall be for the account and obligation of Licensee and from the Commencement Date for the account and obligation of Programmer. Expenses shall be prorated between Licensee and Programmer in accordance with generally accepted accounting principles, the pro-rations to be made as of the Commencement Date.

8. Expenses. Subject to pro-rations and reimbursement, the parties shall remain responsible for the following expenses during the term of this TBA, respectively:

(a) Licensee. Subject to reimbursement by Programmer as provided in Section 6 (b) herein, on and after the Commencement Date of this TBA, Licensee shall be responsible for:

- (i) Any and all rental expenses for the Station's transmitter site(s),
- (ii) Any and all utility bills, (gas, water, telephone [other than toll charges or listener call-in lines], and electricity) rendered at or in conjunction with the Station's transmission facilities;
- (iii) Payment of all taxes, licenses, and other governmental fees necessary for the lease, use, and ownership of the Station's facilities to include without limitation FCC Regulatory Fees, and filing fees associated with FCC mandated reporting;

(b) Programmer. From the Commencement Date of this TBA, Programmer shall provide for the following:

- (i) Any and all expenses incurred in the production or distribution of programming to be aired on the Station (other than PSA's, news items, and other material inserted at the request of Licensee);
- (ii) Payroll taxes for Programmer's personnel used in the provision of programming contemplated herein ("Payroll Taxes");
- (iii) Any and all fees charged by ASCAP, BMI, and SESAC ("Music Licensing Fees") for programming aired after the Commencement Date of this TBA;
- (iv) Insurance to cover loss of or damage to the Station's facilities and general liability insurance; and Programmer shall deliver to Licensee a certificate of insurance naming Licensee as additionally insured; and

(v) Necessary replacement and general maintenance of the Station's transmission, production, and office equipment, furnishing, and fixtures.

9. Control of Station. Notwithstanding anything in this TBA to the contrary, Licensee shall at all times retain, and hereby so certifies that it has, ultimate control over the Station's operations, including but not limited to its personnel, finances, and programming. Licensee shall retain the right to reject any programming proffered by Programmer under this TBA if, in the sole opinion of Licensee, such programming is in violation of any applicable law, governmental policy or rule, or otherwise inconsistent with the public interest.

10. Force Majeure. Licensee shall not be liable to Programmer or be deemed to be in breach of this TBA for any malfunction of the Station's facilities, or for any delay or interruption in the broadcast of programming proffered by Programmer, due to acts of God, strikes or threats thereof, or other causes beyond the control of Licensee.

11. Retention of Broadcast Rights. Programmer shall retain whatever copyrights and other retransmission rights it has to and in any and all programming proffered for carriage on the Station, and no programming supplied to Licensee pursuant to this TBA shall be rebroadcast, copied, or made available for any other use without the prior written consent of Programmer.

12. Filing with FCC. The parties will cooperate in obtaining any required FCC approval of this TBA. To that end, the parties will negotiate in good faith to amend any provision which the FCC advises the parties, either formally or informally, is unlawful. If required by the FCC, the parties will file a copy of this TBA with the FCC within thirty (30) days from the Effective Date of this TBA.

13. Indemnification.

(a) Programmer hereby indemnifies and otherwise holds Licensee harmless against any and all liability for libel, slander, illegal competition or trade practices; infringement of trademarks, trade names, or program titles; and infringement of copyrights and proprietary rights resulting from the carriage of programming supplied by Programmer over the Station's broadcast transmission facilities. Licensee shall have the right to refuse to broadcast any programming proffered by Programmer under this TBA which, in the reasonable opinion of Licensee, contains matter which is or may be in violation of any right of any third party or constitute a personal attack under FCC policy and rules.

(b) Except as herein provided, Licensee hereby agrees to indemnify and hold Programmer and the property of Programmer free and harmless from any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees and expenses, of any kind and description, contingent or otherwise (the foregoing hereinafter collectively referred to as "Damages"), occasioned by, arising out of, or resulting from the operation of the Station prior to and/or subsequent to the Commencement Date of this TBA.

14. Representations, Warranties and Covenants.

(a) Licensee: Licensee represents, warrants and covenants to Programmer:

(i) Organization and Standing. Licensee is a General Partnership, validly formed and existing in good standing under the laws of the State of Oregon.

(ii) Authorization. All necessary actions to approve the execution, delivery, and performance of this TBA has been taken by Licensee, and this TBA constitutes a valid and binding agreement of Licensee enforceable in accordance with its terms.

(iii) FCC Licenses. From the date hereof and through the Termination Date, Licensee is and will be the holder of the Station's FCC License. The FCC License constitutes all of the authorizations from the FCC required for and/or used in the operation of the Station, and the FCC License is now and through the Termination Date will be in full force and effect.

(iv) FCC Actions. Licensee has received no notice and has no knowledge of any pending, issued, or outstanding order by or before the FCC, or threatened, any investigation, Order to Show Cause, Notice of Violation, Notice of Apparent Liability, Notice of Forfeiture, or material complaint against the Station's FCC License or Licensee. In the event of the occurrence of any such action, or the filing or issuance of any such order, notice, or material complaint, or Licensee's learning of the threat thereof, Licensee shall notify Programmer of same in writing within five (5) business days of such event and shall take all reasonable measures to contest in good faith or seek removal or rescission of such action, order, notice, or complaint.

(v) Operations. From the date hereof through the Termination Date, the Station's FCC License will be maintained in compliance with all requirements of the Communications Act of 1934, as amended, and the rules, regulations, policies, and procedures of the Commission.

(c) Programmer: Programmer represents, warrants and covenants to Licensee:

(i) Organization and Standing. Programmer is a corporation, validly formed and existing in good standing under the laws of the State of Oregon.

(ii) Authorization. All necessary actions to approve the execution, delivery, and performance of this TBA has been taken by Licensee, and this TBA constitutes a valid and binding agreement of Licensee enforceable in accordance with its terms.

(iii) Absence of Restrictions. The execution, delivery, and performance of this TBA and the transaction contemplated hereby by Programmer do not, and will not through the Termination Date, conflict with or result in the termination or breach of any terms, condition, or provisions of, or constitute a default under any contract, lease, agreement, or other instrument or condition by which Programmer is bound.

(iii) Programmer's Qualifications. Programmer knows of no reason, circumstance, or condition existing, or reasonably to be anticipated, which would result in a finding by the FCC that it is not qualified legally, financially, or otherwise to provide programming and advertising sales on the Station, and Programmer will not take any action to permit any condition to exist which would disqualify Programmer from providing such content.

(iv) Financial Reports. During the Term of this TBA, programmer shall promptly deliver to Licensee monthly financial statements within fifteen (15) days of the previous month reported.

15. Default and Cure. An Event of Default shall include the following.

(a) By Licensee:

(i) Loss of Quiet Enjoyment. Any action which would cause Programmer to lose the enjoyment of its rights and interests in this TBA and the operation of the Station.

(ii) Breach of Representation. If any material representation or warranty made in this TBA by Licensee, or in any certificate or document furnished pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished.

(iii) Breach of Covenants. A material breach of any obligation or representation assumed or made under this TBA, including but not limited to, compliance with the Act and FCC Rules and policies.

(b) By Programmer:

(i) Non-Payment. Programmer's failure to make payments to Licensee as required by Section 6 of this TBA.

(ii) Breach of Representation. If any material representation or warranty made in this TBA by Programmer, or in any certificate or document furnished pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished.

(iii) Breach of Covenants. A material breach of any obligation or representation assumed or made under this TBA, including but not limited to, compliance with the Act and FCC Rules and policies and Programmer's obligations set forth in the Operating Standards in particular those obligations found at Sections 10 and 11 therein.

(c) Cure and Cure Periods.

(i) An Event of Default, apart from Programmer's failure to make payments to Licensee as required by Section 6 hereinabove, shall not be deemed to have occurred until the expiration of thirty (30) days after one Party has provided the other with written notice specifying the event or events that, if not cured, would constitute an Event of Default, and the party in receipt of such notice has not cured the default or otherwise demonstrated that there is no default or that the notified Party has taken action in a timely manner in a good faith attempt to cure such event.

(d) Termination Upon Default. In the event of the occurrence of an Event of Default by Programmer remaining uncured, Licensee may terminate this TBA. In the event of the occurrence of an Event of Default by Licensee which remaining uncured, Programmer shall have the right to cure such Default with the right of offset against TBA Fees for any of Programmer's costs associated with such cure.

16. Specific Performance and Liquidated Damages.

(a) The Parties agree that the Assets and the business opportunity represented by the Option Agreement and this TBA are unique and are not readily available on the open market and the Programmer and/or Licensee would each be irreparably injured by the other's failure to perform its obligations hereunder:

(i) In the event of Licensee's breach or default, Programmer shall have the right to specific performance and a right to cure with offset;

(ii) In the event of Programmer's breach or default, Licensee shall be entitled to liquidated damages equal to all TBA Fees paid to the date of default plus all TBA Fees remaining to be paid by Programmer to Licensee pursuant to the terms of this TBA.

(b) Any and all operating equipment and/or software purchased, leased, or otherwise acquired by Programmer to be used in the operations of the Station ("Programmer Acquired Assets") shall at all times remain the property of Programmer. In the event of an early termination of this TBA due to a default, breach, or abandonment of the facilities and their operation by Programmer, such Programmer Acquired Assets may be retained by Licensee at Licensee's sole option and the value of such Programmer Acquired Assets may be used as an offset against Programmer's Liquidated Damages.

17. Finders, Consultants, and Programmer. The parties hereby represent and warrant to one another that there has been no finder, broker, or consultant involved in the negotiations leading up to the execution of this TBA other than MCH Enterprises, Inc., which has represented Licensee in this transaction.

18. Attorney Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this TBA or because of an alleged dispute, breach, default, or

misrepresentation in connection with any of the provisions hereof, or if this TBA is given to an attorney or Court for collection, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action, proceeding, or collection in addition to any other relief to which the prevailing Party may be entitled.

19. Waivers. No waiver or delay by a Party of any provision of this TBA shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this TBA or at law shall not prevent the exercise by that Party of any other remedy provided in this TBA or at law.

20. Governing Law, Venue. This TBA shall be construed in accordance with the laws of the State of Oregon. In the event of a dispute between the Parties which could include but not be limited to the following, the Parties agree to submit the dispute to arbitration utilizing a single Arbitrator and to be bound by any decision or award rendered therein.

- (a) The interpretation and enforcement of any of the provisions of this TBA;
- or
- (b) Enforcement of Liquidated Damages and a determination of that amount.
  - (c) Whether either Party is in breach of any portion of this TBA; or
  - (d) Whether that breach is a "material breach".

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

22. Successors and Assigns. This TBA may not be assigned by Programmer without the written consent of Licensee. This TBA and the terms and conditions contained herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

23. Counterpart Signatures. This TBA may be signed in one or more counterparts, all of which shall be deemed to be a single TBA, binding on the parties hereto.

24. Notice. Any notice required or allowed under this TBA shall be in writing and shall be deemed given when delivered personally, mailed by certified mail, return receipt requested (postage prepaid), or sent by an overnight delivery service (charges prepaid), and addressed to the following:

(a) If to Licensee:

Harry Abel, Jr.  
Lighthouse Radio Group  
93706 Pickett Lane  
Coos Bay, OR 97420  
541.404.6524  
Email: harryabell@hotmail.com

(b) If to Programmer:

Roger W. Morgan  
Coos Radio, Inc.  
3551 Edgewood Dr.  
North Bend, OR 97459  
(503) 984 1458  
mediateambuilder@gmail.com

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

25. Entire Agreement. This TBA embodies the entire understanding between the parties and supersedes any and all prior and contemporaneous agreements, representations, warranties, or understandings, oral or written, between the parties with respect to the subject matter hereto. This TBA may be modified only by a document executed by both parties.

26. Severability. If any provision in this TBA is held to be invalid, illegal, or unenforceable, this TBA shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein, provided that the provision held to be invalid, illegal, or unenforceable is not central to the purpose of this TBA to afford Programmer the right to supply programming to be aired on the Station for consideration.

[The Next Page is the Signature Page]

IN WITNESS WHEREOF the parties have executed this TIME BROKERAGE AGREEMENT as of the date first above written.

LICENSEE  
LIGHTHOUSE RADIO GROUP

BY: Harry Abel Jr  
Harry Abel, Jr., Partner

1-5-18

BY: Mike Gaudette  
Mike Gaudette, Partner

1/5/18

PROGRAMMER  
COOS RADIO, INC.

BY: Roger W. Morgan  
Roger W. Morgan, President

**EXHIBIT 1**  
**LICENSEE TANGIBLE PERSONAL PROPERTY**

Transmitter:	4.2 kw McMartin
Antenna:	Shively Labs #6813-7
Exciter:	Crown
Processor:	Omnia
STL:	Marti with TX and RX dishes
Audio Board:	BE 250 Series "10 Channel"
Automation:	Lenovo computer w/monitor EZ Broadcast software
Production:	Lenovo computer w/monitor 2 ea. AKG Microphones
Antenna Feedline, STL Coax, hangers, and hardware	

**EXHIBIT 2**  
**OPERATING STANDARDS**

**COOS RADIO, INC.** ("Programmer"), agrees to cooperate with **LIGHTHOUSE RADIO GROUP** ("Licensee"), licensee of the following Radio Station in the broadcasting of programs of the highest possible standards of excellence and for this purpose to observe the following standards in the preparation, writing, and broadcasting of its programs:

KYSJ (FM), Coos Bay, Oregon Facility ID# 35087

1. Respectful of Faiths. The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.
2. No Denominational Attacks. Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.
3. Controversial Issues. Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired.
4. Donation Solicitation. Requests for donations in the form of a specific amount, for example, "One Dollar to Five Dollars", shall not be made if there is any suggestion that such donation will result in miracles, cures, or prosperity. However, statements generally requesting donations to support a church or other charity are permitted.
5. Sale of Religious Artifacts. The offering for sale of religious artifacts or other items for which listeners would send money is prohibited unless such items are readily available in ordinary commerce or are clearly being sold for legitimate fund-raising purposes.
6. 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 advertising message or a commercial of a program sponsor, is prohibited.
7. No Lotteries. Announcements giving any information about lotteries or games prohibited by Federal or State law or regulation are prohibited.
8. No "Dream Books". References to "Dream Books", the "Straight Line", or other direct or indirect descriptions or solicitations relative to the "Numbers Game", or the "Policy Game", or any other form of gambling prohibited under local, State, or Federal law are prohibited.

9. Non-Discrimination Disclosure. Programmer shall cause to be included on all advertising or sponsorship contracts certification substantially as follows: "*NON-DISCRIMINATION POLICY: [Insert name of broadcaster] and its station[s] do not discriminate in underwriting or sponsorship contracts on the basis of race or ethnicity. Any provision in any order or agreement for underwriting or sponsorship that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed, or otherwise made a part of a particular contract, is hereby rejected.*"

10. Election Procedures. At least ninety (90) days before the start of any primary or regular election campaign, Programmer will clear with Licensee the rate Programmer 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 conforms to the applicable law and Station policy.

11. Public File Information. During the term of this TBA, Programmer shall cooperate with Licensee and support Licensee's obligations to place certain time-sensitive material in the Station's local or Online Public Information Files. All information shall be provided to Licensee for uploading to the FCC's Online Public Information File database no later than five (5) days prior to the required filing date.

12. Required Announcements. Programmer shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station, (ii) an announcement at the beginning and end of each program to indicate that program time has been purchased by Programmer, and (iii) any other announcement that may be required by law, regulation, or Station policy.

13. No Illegal Announcements. No announcements or promotion prohibited by Federal or State law or regulation of any lottery or game shall be made over the Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.

14. Discretion Paramount. In accordance with Licensee's responsibilities under the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with Station policy or which in Licensee's sole judgment would not serve the public interest.

15. Programming Prohibitions. Programmer shall not broadcast any of the following programs or announcements:

- (a) False or unwarranted claims for any product or service.
- (b) Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

- (c) Any disparagement of competitors or competitive goods.
- (d) Any programs or announcements; slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
- (e) Any testimonials which cannot be authenticated.
- (f) Any continuity which describes in a repellent manner internal bodily functions or symptomatic results of internal disturbances, and no reference to matters which are not considered acceptable topics in a social setting.
- (g) Any 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.
- (h) Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.
- (i) In any case where questions of policy or interpretation arise, Programmer shall submit the same to Licensee for decision before making any commitments in connection therewith.

END

EXHIBIT 3  
TBA FEE

With reference to Section 6(a) and 6(b) of the TBA, for each month of the Term of the TBA, Programmer shall pay a TBA Fee to Licensee of Five Hundred Dollars (\$500.00), pro-rated for partial months.

EXHIBIT 4  
REIMBURSEABLE EXPENSES PER SECTIONS 6(b) AND 8(a)(i-iii)  
[To be completed prior to Commencement]

- (i) Rental Expenses:
- (ii) Utility Bills:
- (iii) Taxes, Licenses and other Governmental Fees:
- (iv) Insurance:
- (v) Maintenance and Repair: