

**TIME BROKERAGE AGREEMENT**

This Time Brokerage Agreement (the "Agreement") dated as of this 6th day of February, 2003, by and between **Morey Organization, Inc.**, a New York corporation, with a business address at 1103 Stewart Avenue, Garden City, NY 11530 (hereinafter referred to as "Broker") and **Nassau Broadcasting Holdings, Inc.**, a New Jersey corporation, with a business address at 619 Alexander Road, Third Floor, Princeton, NJ 08540 (the "Licensee").

**WITNESSETH:**

**WHEREAS**, Licensee is the proposed assignee of the licenses and other authorizations (the "FCC Licenses") issued by the Federal Communications Commission (the "FCC"), along with other assets, for radio station WWCY(FM), licensed to Hampton Bays, New York (the "Station"), authorized by the FCC to operate at 107.1 MHz (FCC Facility ID No. 61089) under an Asset Purchase Agreement (the "Big City Purchase Agreement") dated December 30, 2002, by and between Licensee's parent company and Big City Radio, Inc. and Big City Radio-NY, LLC, (collectively "BCR" or "Big City Radio"); and

**WHEREAS**, Licensee and Broker entered into an Asset Purchase Agreement, dated even date herewith (the "Morey Purchase Agreement") pursuant to which the Licensee has agreed, subject to consummation of the Big City Purchase Agreement and the consent of the FCC, to sell to Broker the Station's assets, including the FCC Licenses; and

**WHEREAS**, the parties hereto have carefully considered the FCC's time brokerage policies and intend that this Agreement in all respects comply with such policies; and

**WHEREAS**, Licensee desires to enter into this Agreement to provide an interim source of diverse programming and income to sustain the operations of the Station after the consummation of the Big City Purchase Agreement; and

**WHEREAS**, Broker desires to provide an over-the-air program service to Hampton Bays New York and surrounding areas, using the facilities of the Station; and

**WHEREAS**, Licensee agrees to provide time on the Station to Broker on terms and conditions that conform to the policies of the Station and the FCC for time brokerage arrangements and as set forth herein; and

**WHEREAS**, Broker agrees to utilize the facilities of the Station solely to broadcast programming that conforms with the policies of the Licensee and with all rules, regulations and policies of the FCC and as set forth herein.

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

1. **Facilities**. Licensee shall make broadcasting transmission facilities of the Station, including its subcarrier, available to Broker for a minimum of 166 hours per week (the "Minimum"), which will facilitate the broadcasting of Broker's programs (the "Programs"), which shall originate either from Broker's own studios or from Licensee's facilities or from other studios contracted for by Broker. Broker and Licensee represent to each other that they have, and will have throughout the Term of this Agreement, the capability of transmitting either by STL or phone lines from their respective broadcast and transmission studios.

2. **Payments**. Broker hereby agrees to pay Licensee for the broadcast of the programs hereunder a fee in the amount of 0:

3. **Term.** This Agreement shall become effective on the date on which the Big City Purchase Agreement is consummated and Licensee becomes the licensee of the FCC Licenses for the Station (the “Effective Date”) and shall continue until the consummation of the Morey Purchase Agreement or the termination of this Agreement in accordance with its terms, whichever occurs first.

4. **Programs.** 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 in good taste and in accordance with the rules, regulations and policies of the FCC. All Programs shall be prepared and presented in conformity with the regulations prescribed in **Attachment II** hereto. All advertising spots and promotional material or announcements shall comply with in all material respects with all applicable federal, state and local regulations and policies. Broker shall be entitled to all revenues generated from the Programs through the sale of time or otherwise. **Station’s Facilities.**

5.1. **Operation of Station.** Licensee represents that the Station will operate in accordance with the FCC Licenses. Throughout the Term of this Agreement, Licensee shall make the Station available to the Broker for operation with the maximum authorized facilities twenty-four (24) hours a day, seven (7) days a week, except for: (i) up to two (2) hours per week for public affairs, news, information and other non-entertainment programming intended to address the needs and interests of the Station’s service area; and (ii) down-time occasioned by

routine maintenance not to exceed two (2) hours each Sunday morning between the hours of 12 Midnight and 6:00 a.m., with the understanding that any routine maintenance work affecting the operation of the Stations at full power shall be scheduled upon, if practicable, at least forty-eight (48) hours prior notice to Broker.

**5.2. Interruption of Normal Operations.** If the Station suffers loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities pursuant to the FCC Licenses, Licensee shall immediately notify Broker and shall immediately undertake such repairs as necessary to restore the full-time operation of the Station with its then maximum authorized facilities as soon as possible and no later than within ten (10) days from the occurrence of such loss or damage. If such repairs are not made within the allotted period, Broker may give notice to Licensee of Broker's intention to terminate this Agreement and the Morey Purchase Agreement, in which event this Agreement and the Morey Purchase Agreement shall terminate on the thirtieth (30) day following Licensee's receipt of such notice, any other provision of this Agreement notwithstanding, unless the repairs are made prior to the expiration of said thirty (30) day period.

**6. Handling of Mail.** Except as required to comply with the FCC rules and policies, including those regarding the maintenance of the public inspection file (which shall at all times remain the responsibility of Licensee), Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programs broadcast hereunder unless Licensee has agreed in writing to do so.

**7. Programming and Operations Standards.** Broker agrees to abide by the standards set forth in **Attachment II** hereto in its Programs and operations. Broker further agrees that if, in the sole judgment of Licensee, or the Station's General Manager, Broker does not comply with said standards, Licensee may suspend or cancel any program not in compliance.

**8. Responsibility for Employees and Expenses.**

**8.1. Program Production Expenses.** Broker shall employ and be responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of its Programs (including salespeople, traffic personnel, board operators and programming staff). Broker shall be responsible for for all fees to ASCAP, BMI and SESAC for its Programs, and for any other copyright fees attributable to its Programs broadcast on the Station.

**8.2. Reimbursement of Licensee Expenses.** Licensee will provide and be responsible for the Station's personnel necessary for the broadcast transmission of the Programs (which shall include a full-time Station Manager and at least one other employee as required by FCC rules and policies) and will be responsible for the salaries, taxes, insurance and related costs for such Station personnel used in the broadcast transmission of the Programs. Broker shall reimburse Licensee for any and all payments made under the respective leases for the main studio and the transmitter site. On or before the tenth day of each month during the Term of this Agreement, Licensee shall submit an invoice to Broker for the payments made under the foregoing leases in the prior month of the Term, and Broker shall make a payment to Licensee for the amount in such invoices within ten (10) days after Broker's receipt of the invoice: provided, that the foregoing invoices and payments shall be prorated to the extent that the Term

commences on any day other than the first day of a month or ends on any day other than the last day of a month.

**9. Treatment of Licensee's Revenues.** Licensee shall retain all of Licensee's revenues received from the sale of time on the Station on or before the Effective Date and shall be entitled to all accounts receivable produced on or before the Effective Date, and Broker shall cooperate with Licensee in the collection of the receivables. Licensee shall be responsible for all accounts payable incurred for the Station prior to the Effective Date.

**10. Control of Station.** Notwithstanding anything to the contrary in this Agreement, Licensee shall have ultimate authority and power over the operations of the Station during the Term of this Agreement. Whenever on the Station's premises, all personnel shall be subject to the supervision and the direction of Licensee's Station Manager. The Station Manager employed by Licensee shall report and be accountable solely to Licensee and shall direct the day-to-day operation of the Station. Notwithstanding anything in this Agreement to the contrary, Licensee shall retain control, said control to be reasonably exercised, over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to preempt any Programs in order to broadcast a program deemed by Licensee to be of greater national, regional or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of New York, the rules, regulations and policies of the FCC, and the rules, regulations and policies of other federal governmental authorities, including the Federal Trade Commission and the Department of Justice. Licensee shall be ultimately responsible for the Stations compliance with the Communications Act of 1934, as amended (the "Act"), as well as all FCC

rules and policies promulgated thereunder, including FCC requirements with respect to public service programming, for maintaining the Station's political and public inspection files, and for the preparation of issues/program lists. Broker shall, upon request by Licensee, provide Licensee with information with respect to such of the Programs which are responsive to public needs and interest so as to assist Licensee in the preparation of required programming reports and will provide, upon request, other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies.

**11. Special Events.** Licensee reserves the right to preempt the broadcast of any Program and to use part or all of the time contracted for herein by Broker to broadcast special events of importance. In all such cases, Licensee will use its best efforts to give Broker reasonable notice of its intention to preempt such broadcast or broadcasts and, in the event of such preemption, Broker shall receive a payment credit for the broadcasts so omitted. In addition, Licensee shall be responsible for insuring that the Station's identification announcements are broadcast in accordance with FCC requirements, and Broker shall cooperate with Licensee to facilitate such broadcasts.

**12. Force Majeure.** Any failure or impairment of facilities or any delay or interruption in broadcasting Programs or failure at any time to furnish facilities, in whole or in part, for broadcasting due to acts of God, strikes, or threats thereof, or other causes beyond the control of Licensee shall not constitute a breach of this Agreement, and Licensee will not be liable to Broker: provided, that Licensee shall use commercially reasonable efforts to terminate the interruption as soon as is practical.

13. **Right to Use the Programs.** The right to use the Programs produced by Broker and to authorize their use in any manner and in any media whatsoever shall be and remain vested in Broker.

14. **Payola.** Broker agrees that neither it nor any of its employees or agents will accept any compensation or any kind of gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, materials, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements between them and merchants or advertisers, unless, to the extent required by the Act and the FCC rules and policies promulgated thereunder, the payer is identified in the program as having paid for or furnished such consideration. Broker agrees annually, or more frequently upon the request of Licensee, to provide Licensee with Payola Affidavits substantially in the form attached hereto as Attachment IV.

15. **Compliance with Law.** Broker agrees that, throughout the Term of this Agreement, Broker will materially comply with all laws and regulations applicable in the conduct of Licensee's business, and Broker acknowledges that Licensee has not urged, counseled or advised the use of any unfair business practice.

16. **Political Advertising.** Broker shall cooperate with Licensee as Licensee complies with the political broadcasting requirements of the Act and the FCC's rules and policies promulgated thereunder. Broker shall supply such information promptly to Licensee as may be necessary to comply with the lowest unit charge requirements of Section 315 of the Act. To the extent that Licensee believes necessary, in Licensee's sole discretion, Broker shall release advertising availabilities to Licensee to permit Licensee to comply with its reasonable access

provisions of Section 312(a)(7) of the Act, the equal opportunities provision of Section 315 of the Act, and the rules and policies of the FCC promulgated thereunder; provided, however, that all revenues realized by Licensee as a result of such a release of advertising time shall promptly be remitted to Broker. In any event, with respect to the Station, Licensee must oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, reasonable access to political candidates, and other compliance with the political broadcast rules and policies of the FCC.

**17. Indemnification.**

**17.1. Broker Indemnification.** Broker will indemnify and hold Licensee harmless against all liability for its material breach of representations, warranties or covenants under this Agreement as well as for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of Programs furnished by Broker. Further, Broker warrants that the broadcasting of the Programs will not violate any rights of others, and Broker agrees to hold Licensee harmless from any and all claims, damages, liability, costs and expenses, including reasonable attorneys' fees, arising from the broadcasting of the Programs. Licensee reserves the right to refuse to broadcast any Programs containing matter which is or, in the reasonable opinion of Licensee, may be, or which a third party claims to be, violative of any right of Licensee or which may constitute a personal attack as the term is and has been defined by the Commission. Broker's obligation to hold Licensee harmless against the liabilities specified above shall survive for twelve (12) months after termination of this Agreement.

**17.2. Licensee Indemnification.** Licensee shall indemnify and hold Broker harmless against all liability for Licensee's material breach of representations, warranties or covenants as well as for libel, slander, illegal competition or trade practices, infringement or trademarks, trade names or program titles, violations of rights of privacy and infringement of copyrights and proprietary rights resulting from programming furnished by Licensees. Further, Licensee warrants that the broadcasting of the Programs will not violate any rights of others, and Licensee agrees to hold Broker harmless for any loss, damage or injury or any kind (including reasonable legal fees and related costs) arising from the broadcast of programming on the Station furnished by Licensee. Licensee's obligation to hold Broker harmless against the liabilities specified above shall survive for twelve (12) months after termination of this Agreement.

**18. Events of Default: Cure Periods and Remedies.**

**18.1. Events of Default.** The following shall, after the expiration of the applicable cure periods, constitute Events of Default under the Agreement:

**18.1.1. Non-payment.** Broker's failure to timely pay the consideration provided for in Paragraph 2 hereof; or

**18.1.2. Default in Covenants or Adverse Legal Action.** The default by either party hereto in the material observance or performance of any material covenant, condition or agreement contained herein, or if either party shall (a) make a general assignment for the benefit of creditors, (b) files or has filed against it a petition for bankruptcy, for reorganization or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within sixty (60) days thereof; or

**18.1.3. Breach of Representation.** If any material representation or warranty herein made by either party or in any certificate or document furnished by either party to the other pursuant to the provisions thereof shall prove to have been false or misleading in any material respect as of the time made or furnished; or

**18.1.4. Substitution of Programming.** If, other than the hours described in Section 5.1(i) hereof, Licensee preempts or substitutes other programming for that supplied by Broker during five and one-half (5.5%) percent or more of the total hours of operation of the Station during any calendar month.

**18.2. Cure Periods.** An Event of Default shall not be deemed to have occurred until thirty (30) business days, or fifteen (15) days in the event of a monetary default, after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the actions necessary to cure within such period. This period shall be extended for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the other party.

**19. Termination.** This Agreement may be terminated under any one of the following circumstances:

**19.1. Event of Default.** By either party, upon ten (10) days notice to the other party if such party is not in material breach of any material representation, warranty, or obligation in or under this Agreement, and the other party is subject to an Event of Default.

**FCC or Governmental Order.** By either party, upon ten (10) days notice to the other party if the FCC or any court or other governmental authority adopts a rule or issues a decision which would make this Agreement or material provisions of the Agreement unlawful.

**19.3. Consummation of Morey Purchase Agreement.** Without further action by either party, immediately upon consummation of the Morey Purchase Agreement and the acquisition of the FCC Licenses by Broker or its assignee.

**19.4. Termination of Morey Purchase Agreement.** Without further action by either party, on the date which is twelve (12) months after the date on which the Morey Purchase Agreement is terminated without consummation in accordance with its terms: provided, that Licensee may, upon thirty (30) days notice to Broker after termination of the Morey Purchase Agreement, provide for an earlier date of termination.

**20. Liabilities After Termination.**

**Event of Default and Preemption.** If Licensee terminates this Agreement because an Event of Default with respect to Broker, Licensee shall be obligated to make its transmission facilities and Station time for the broadcast of Broker's Programs for only thirty (30) days after the effective date of Termination, and all amounts accrued or payable to Licensee up to such date, less any payments made on behalf of Licensee by Broker and any payment credits, shall become due and payable at the end of that 30-day period: provided, that Licensee shall make time available on the Station to fulfill any time sales agreements entered into prior to the effective date of such termination, and all monies paid from such sales shall be remitted to Broker upon collection by Licensee. If Broker terminates this Agreement because of an Event of Default with respect to Licensee or under Section 18.1.4, Broker shall only be obligated to

provide its Programs for broadcast on the Station for a period of thirty (30) days after the effective date of such termination and not thereafter. Licensee shall nonetheless make time available on the Station beyond that 30-day period to accommodate any time sales made by Broker prior to the notice of termination, with all revenues collected by Licensee for those time sales to be retained by Licensee. All revenues collected by Licensee for advertisements broadcast on the Station on or before expiration of that 30-day period shall be paid to Broker within ten (10) days after collection.

**20.2. Order of FCC or Other Governmental Authority.** In the event of termination upon such governmental order(s), Broker shall pay to Licensee any fees due but unpaid as of the date of termination unless prohibited by such order(s) and Licensee shall reasonably cooperate with Broker to the extent permitted to enable Broker to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for such advertising or programming that which otherwise would have been paid by Broker hereunder. Thereafter, neither party shall have any liability to the other under the Agreement except as may be expressly provided by this Agreement.

**21. Challenges to Agreement and FCC Licenses.** The parties intend that this Agreement shall comply with all applicable federal, state and local regulations. In the event that FCC orders the termination of this Agreement or the curtailment in any manner material to the relationship between the parties hereto of the provision of programming by Broker hereunder, either Licensee and Broker may seek administrative or judicial appeal of or relief from such order (in which event the other party will cooperate with such appeal, and each party shall be responsible for its own legal fees and other expenses incurred in such proceedings) or, if the

FCC order has not yet become effective, the parties' may nonetheless agree to terminate this Agreement. If the FCC designates any renewal application of the Station for a hearing or commences a hearing to consider revocation of any license or permit for the Station as a consequence of this Agreement or for any reason other than the fault of Broker, Licensee shall be responsible for expenses they incur as a consequence of the FCC proceeding; provided, that Broker shall cooperate and comply with any reasonable request of Licensee to assemble and provide to the FCC information relating to Broker's performance under this Agreement.

## **22. Representations and Warranties.**

**22.1. Mutual Representations and Warranties.** Licensee and Broker represent and warrant to each other (1) that each is legally qualified, empowered and able to enter into this Agreement, (2) that each has taken all necessary company action necessary to make this Agreement legally binding on such party, and that the individuals signing this Agreement on its behalf have been fully authorized and empowered to execute this Agreement, and (3) that the execution, delivery and performance hereof shall not, with the passage of time or the provision of notice or both, create or constitute a breach or violation of (a) any agreement, contract or undertaking to which any party is subject or by which it is bound, (b) the party's organizational documents, or (c) to its knowledge, any law or any judicial or governmental order, rule or policy. Licensee and Broker warrant, represent, covenant and certify that Licensee maintains, and shall continue to maintain, ultimate control over the Station's facilities during the Term of this Agreement, including, without limitation, control over the Station's finances, personnel and programming.

## **22.2. Licensee's Representations, Warranties and Covenants.**

Licensee makes the following further representations, warranties and covenants:

**22.2.1. Authorizations.** As of the effective date of this Agreement, Licensee shall hold and own all FCC Licenses, which constitute all of the governmental licenses necessary for the operation of the Station as presently conducted, and such licenses, will be in full force and effect for the entire term hereof, unimpaired by any acts or omissions of Licensee or of any of their principals, employees, or agents.

**22.2.2. Litigation.** There is not now pending or, to the knowledge of Licensee, threatened, any action by or before the FCC or any other governmental entity to revoke, cancel, suspend, refuse to renew or modify adversely, any of the FCC Licenses (other than proceedings of general applicability to the radio broadcast industry). Licensee has no reason to believe that any such FCC license, permit or authorization will not be renewed in its ordinary course.

**22.3. Broker's Representations, Warranties and Covenants.** The Broker represents and warrants that, to its knowledge, an attribution of the ownership of the Station to Broker will be in compliance with the local radio ownership limits set forth in FCC rules.

**23. FCC Compliance.** Notwithstanding anything herein contained to the contrary, this Agreement, any related agreements and the parties' performance hereunder and thereunder (i) do not and will not constitute, create, or have the effect of constituting or creating, directly or indirectly, actual or practical ownership of Licensee or the Station by Broker or control, affirmative or negative, direct or indirect, by the Broker over the programming, management, or any other aspect of the operation of the Licensee or the Station, which ownership and control will remain exclusively and at all times in the Licensee; and (ii) do not and will not constitute

the transfer, assignment, or disposition in any manner, voluntarily or involuntarily, directly or indirectly, of any license or permit at any time issued by the FCC to the Licensee or the transfer of control of the Licensee within the meaning of Section 310(d) of the Act, without the FCC's necessary prior written consent first having been obtained.

**24. Waiver.** No waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the party adversely affected by the waiver, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

**25. No Waiver - Remedies Cumulative.** No failure or delay on the part of Licensees or Broker in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Broker herein provided are cumulative and are not exclusive of any right or remedies which they may otherwise have.

**26. Construction.** This Agreement shall be construed in accordance with the laws of the State of New York, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other governmental bodies or authorities presently or hereafter to be constituted. Venue for any dispute arising under or related to this Agreement shall be Nassau County, New York.

**27. Headings.** The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

28. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including, without limitation, any assignee of the Licensee for the FCC licenses for the Stations. Licensee and Broker shall not be permitted to assign this Agreement without obtaining the consent of the other party, which consent may be withheld for any reason whatsoever: provided, that Broker may assign its right and obligations under this Agreement to any subsidiary of Broker (although Broker shall remain ultimately liable for the performance of its obligations hereunder).

29. **Counterpart Signature.** This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart.

30. **Notices.** Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally or by Federal Express and addressed in accordance with the listing set forth in **Attachment V** hereto.

31. **Entire Agreement.** This Agreement, along with the attached Exhibits and Schedules and the Morey Purchase Agreement, embodies the entire agreement between the parties and there are no other agreements, representations, warranties or understandings, oral or written, between them with respect to the subject matter hereof. No alterations, modification or change of this Agreement shall be valid unless by like written instrument.

32. **No Partnership or Joint Venture Created.** Nothing in this Agreement shall be construed to make Licensee and Broker partners or joint venturers of the other. None of the parties hereto shall have the right to bind the others to transact any business in the other's name

or on its behalf, in any form or manner or to make any promises or representations on behalf of the other except as expressly provided for herein.

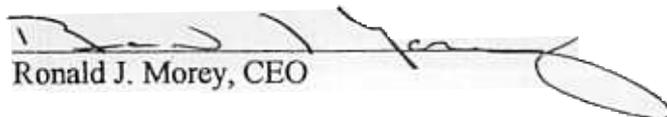
33. **Severability.** In the event that any of the provisions contained in this Agreement are held by any court or governmental authority of competent jurisdiction to be invalid, illegal or unenforceable it shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein (unless the provision held to be invalid, illegal or unenforceable is material to the economic or other benefit which either party expects to derive from the Agreement).

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

**MOREY ORGANIZATION, INC.**

By:

  
Ronald J. Morey, CEO

**NASSAU BROADCASTING HOLDINGS, INC.**

By:

\_\_\_\_\_  
Louis F. Mercatanti, Jr., President

## **TIME BROKERAGE AGREEMENT**

### **ATTACHMENT I**

Broker will broadcast music and may also provide news as well as promotions (including on-air giveaways) and contests. Programming provided by Broker may include commercial matter, including both program and spot announcement forms, as well as entertainment and public service programming.

## TIME BROKERAGE AGREEMENT

### ATTACHMENT II

Broker agrees to cooperate with Licensee in the broadcasting of Programs of the highest possible standard of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its Programs:

- I. **Respectful of Faiths.** The subject of religion and references to particular faiths, tenets and customs shall be treated with respect at all times.
- II. **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.
- III. **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, Licensees may require that responsive programming be aired.
- IV. **Donation Solicitation.** Requests for donations in the form of a specific amount, for example, \$1.00 to \$5.00, shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the broadcast or church may be permitted.

- V. **No Ministerial Solicitations.** No invitations by a minister or other individual appearing on the program to have listeners come and visit him or her for consultation or the like shall be made if such invitation implies that the listeners will receive consideration, monetary gain or cures for illness.
- VI. **No Vending of Miracles.** Any exhortation to listeners to bring money to a church affair or service is prohibited if the exhortation, affair or service contains any suggestion that miracles, cures or prosperity will result.
- 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 fundraising purposes.
- No Miracle Solicitation.** Any invitations to listeners to meet at places other than the church and/or to attend other than regular services of the church is prohibited if the invitation, meeting or service contains any claim that miracles, cures or prosperity will result.
- IX. **No Claims of Undocumented Miracles.** Any claims of miracles or cures not documented in biblical scripture and quoted in context are prohibited; also, this prohibits the minister and/or other individual appearing on the program from personally claiming any cures or miracles and also prohibits the presentation of any testimonials regarding such claims, either in person or in writing.

- X. **No Plugola or Pavola.** 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 Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.
- 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 are prohibited.
- No Numbers Games.** References to chapter and verse numbers, paragraph numbers or song numbers which involve three (3) digits should be avoided and, when used, must relate to the overall theme of the program.
- Election Procedures.** At least ninety (90) days before the start of any primary or regular election campaign, Broker will clear with Licensee's General Manager the rate Broker will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged conforms to all applicable laws and Station policy.
- XV. **Spot Commercial Limitations.** With respect to any given segment of air time hereunder, the amount of spot commercial matter shall not exceed twenty (20) minutes during any sixty (60) minute segment. Broker will provide, for attachment to each of the Stations' logs, a list of all commercial announcements carried during its programming,

- XVI. Announcements.** Broker shall broadcast (i) an announcement in a form satisfactory to Licensees at the beginning of each hour to identify Station call letters, (ii) an announcement at the beginning and end of each program and hourly, as appropriate, to indicate that program time has been purchased by Broker; and (iii) any other announcement that may be required by law, regulation or Station policy.
- XVII. Credit Terms Advertising.** Pursuant to rules of the Federal Trade Commission, no advertising of credit terms shall be made over the Stations beyond mention of the fact that, if desired, credit terms are available.
- XVIII. Commercial Recordkeeping.** Broker shall not receive any consideration in violation of the FCC's sponsorship identification rule and the anti-payola provisions of the Communications Act. No commercial messages ("plugs") or undue references shall be made in programming presented over each of the Stations to any business venture, profit-making activity, or other interest (other than non-commercial announcements for bona fide charities, church activities or other public service activities) in which Broker (or anyone else) is directly or indirectly interested without the same having been approved in advance by Licensee's General Managers and such broadcast being announced and logged and sponsored.
- XIX. No Illegal Announcements.** No announcements or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over each of the Stations. Any game, contest or promotion relating to or to be presented over the Stations 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.

**XX. Programming Prohibitions.** Broker shall not knowingly broadcast any of the following Programs or announcements:

- A. False Claims.** False or unwarranted claims for any product or service.
- B. Unfair Imitation.** Infringements of another advertiser's rights through plagiarism or unfair limitation or either program idea or copy, or any other unfair competition.
- C. Commercial Disparagement.** Any disparagement of competitors or competitive goods.
- D. Profanity.** Any Programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in them or treatment.
- E. Price Disclosure.** Any price mentions except as permitted by Licensees' policies current at the time.
- F. Descriptions of Bodily Functions.** Any programming which describes in a repellent manner internal bodily functions or symptomatic results or internal disturbances.
- G. Unauthenticated Testimonials.** Any testimonials which cannot be authenticated.
- H. Conflict Advertising.** Any advertising matter or announcement which may, in the opinion of Licensee, be injurious or prejudicial to the interests of the public, each of the Stations, or honest advertising and reputable business in general.

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

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

**TIME BROKERAGE AGREEMENT**

**ATTACHMENT III**

**Licensee's Accounts Receivable**

**TIME BROKERAGE AGREEMENT**

**ATTACHMENT IV**

County of

State of \_\_\_\_\_

## **ANTI-PAYOLA/PLUGOLA AFFIDAVIT**

Ronald J. Morey, being first duly sworn, deposes and says as follows:

1. He is the CEO of Morey Organization, Inc. ("Broker").
2. He has acted in the above capacity since (date)
3. No matter has been provided for broadcast by Station WWCY-FM (hereinafter collectively referred to as the "Station"), for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by him 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 is aware, no matter has been provided for broadcast by the Station for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by the Station by the Broker, or by any independent contractor engaged by the Broker 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 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 or presentation of broadcast matter on the Station except as may be reflected in Paragraph 7 hereof, neither he, his spouse nor any member of his immediate family, has any present, direct or indirect, ownership interest in any entity engaged in the following business 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:

- a. the publishing of music;
  - b. 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;
  - c. the exploitation, promotion or management of persons rendering artistic, production and/or other services in the entertainment field;
  - d. the ownership or operation of one or more radio or television stations;
  - e. the wholesale or retail sale of records intended for public purchase;
- and
- f. the sale of advertising time other than on the Station or any other station owned by the Broker.

7. A full disclosure of any such interest referred to in Paragraph 6 above is as follows: owns a controlling interest in Morey Organization, Inc.

**Affiant**

Subscribed and sworn to before me

this day of 2003

Notary Public

My commission expires:

**TIME BROKERAGE AGREEMENT**

**ATTACHMENT V**

**If the notice is to Broker:**

**Morey Organization, Inc.  
1103 Stewart Avenue  
Garden City, NY 11530  
Attention: Ronald J. Morey**

**with a copy to:**

**Lewis J. Paper, Esq.  
Dickstein Shapiro Morin & Oshinsky  
2101 L Street, N.W.  
Washington, DC 20037**

**If the notice is to Licensee:**

**Nassau Broadcasting Holdings, Inc.  
619 Alexander Road, Third Floor  
Princeton, New Jersey 08540  
Attention: Louis F. Mercatanti, Jr.**

**with a copy to:**

**Timothy R. Smith, Esq.  
619 Alexander Road, Third Floor  
Princeton, NJ 08540**