TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement ("Amendment") is entered into this _21_ day of April, 2011, between **KORC RADIO, INC..**, a corporation organized under the laws of the State of Oregon ("Seller"), and **YAQUINA BAY COMMUNICATIONS, INC.**, a corporation organized under the laws of the State of Oregon ("Programmer").

WHEREAS, Licensee holds certain licenses, permits and authorizations issued by the Federal Communications Commission (the "Commission") for the operation of Station KORC(AM), Waldport, Oregon, Facility No. 30574 ("the Station"); and

WHEREAS, Programmer wishes to continue to provide programming on the Station ("Programmer's Programming"); and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties have agreed and do agree as follows:

1. **Facilities.** Licensee shall make the Station's broadcasting transmission facilities available to Programmer to broadcast Programmer's Programming on the Station, or otherwise cause to be broadcast, Programmer's programs.

2. **Payments.** Programmer hereby agrees to pay Licensee for the use of Licensee's broadcast time and its broadcast facilities the amounts specified in Attachment A hereto.

3. **Term.** The term of this Agreement (the "Term") shall commence on April _30_, 2011, and unless earlier terminated pursuant to Sections 19, 20, or 21 of this Agreement, or as provided in Section __, shall terminate upon the earlier of (1) nine months from the commencement date of this Agreement; or (2) the consummation of an assignment of the Station Assets to Programmer.

4. **Programming.**

A. **Programmer's Programming.** Programmer shall furnish or cause to be furnished the artistic personnel and materials for the programming of the Station to allow operation of the Station in full accordance with the minimum operating requirements of the FCC, and such programming may include, without limitation, news, promotions (including on-air giveaways), contests, syndicated programs, barter programs, paid-for programs, locally-produced programs, advertising commercial matter, including that in both program or spot announcement forms, and public interest information. The programming Programmer intends to provide on the Station is described in Attachment B, hereto. All programming provided by Programmer for broadcast over the Station shall comply with the Licensee's programming policies set forth in Attachment C, hereto. Licensee, at its option, may air programming between 6 a.m. and 10 a.m. on Sundays on issues of importance to the local community. Programmer shall provide information concerning its programming that is responsive to community issues so as to assist Licensee in the satisfaction of its public service programming obligations. All actions and activities of Programmer under this Agreement, and all programming provided by Programmer, shall be in accordance with the rules, regulations, and policies of the Federal Communications Commission ("FCC") and the Communications Act of 1934, as amended (the "Act"). The

Programmer shall make available to Licensee its programming for a sufficient number of hours to enable the Station to meet the minimum hours of operation required by the FCC's Rules. All advertising messages and promotional material or announcements shall comply with all applicable federal, state, and local laws, regulations, and policies. Programmer agrees that, if in the sole, good faith judgment of Licensee or the Station's General Manager, Programmer does not comply with the standards of this paragraph, Licensee may suspend or cancel any Programming not in compliance.

B. **Programmer Feed.** In the event Programmer chooses to originate programming from a location other than Licensee's studios, Programmer agrees at its sole expense to provide a broadcast-quality feed to the Station's transmitters. In such event, Programmer's technical personnel shall be responsible for connection of this feed to the Station's broadcast systems and for switching the signal to air at the appropriate time, under the direction and supervision of Licensee's general manager or the Station's general manager's delegatee.

C. **Emergency Alert System.** During all hours when Programmer is delivering the programming for broadcast over the Station, Programmer shall include in its programming, at the appropriate times, the hourly station identification announcements required to be broadcast over the Station. In the event Programmer chooses to originate programming from a location other than Licensee's studios, during all hours when Programmer's Programming is being broadcast over the Station, Programmer shall maintain at such location a receiver capable of receiving test messages and alerts over the Emergency Alert System, which EAS receiver shall be either continuously monitored or compliance with FCC EAS rules shall be had in any other legal manner. In the event Programmer originates programming from Licensee's studios, Programmer shall monitor Licensee's EAS equipment through means permitted under the FCC's rules. If an EAS test or alert is received during the hours when Programmer is delivering its programming for broadcast over the Station, Programmer shall cause the appropriate EAS test or alert message to be transmitted over the Station and shall, in the event of an actual activation of the Emergency Alert System, cause all steps that the Station are required to take in such an event to be taken, and shall cause the receipt and broadcast of all EAS tests and alerts to be properly recorded in the station logs. A single instance of the failure of Programmer to perform its obligations pursuant to this Section shall not constitute a basis for termination of this Agreement, unless such failure reoccurs after a written warning by Licensee; *provided, however,* that Programmer shall indemnify and reimburse Licensee for any forfeiture received by Licensee from the FCC to the extent Licensee actually pays such forfeiture which has been issued as a result of a failure of Programmer to perform its duties under this Paragraph.

D. **Licensee's Liabilities.** Except as expressly set forth in this Paragraph 4, Programmer expressly does not assume, shall not assume or be deemed to assume any of Licensee's liabilities, obligations or commitments of any nature whatsoever.

5. **Station Facilities.**

    A.   **Studio.** The studios of the Station shall be made available to Programmer by Licensee to accommodate Programmer's employees and programming responsibilities.

    B.   **Operation of Station.** The Station will operate in accordance with the authorizations issued to it by the FCC. Throughout the Term of this Agreement, except as otherwise provided herein, Licensee shall make the Station available to the Programmer for operation with the maximum authorized facilities one-hundred sixty-eight hours per week, Sunday through Saturday, except for downtime occasioned by routine maintenance and as otherwise allowed under this Agreement. Any maintenance work affecting the operation of the Station, other than repairs or maintenance necessitated by an emergency, shall be scheduled with the approval of the Programmer, which shall not be unreasonably withheld, upon at least forty-eight hours prior notice to the Programmer. With the consent and oversight of Licensee, Programmer shall be permitted to effect Station repairs during the term of this Agreement. In no event shall Licensee be liable for any consequential damages resulting from any interruption of Programmer's Programming resulting from such maintenance.

    C.   **Interruption of Normal Operations.** Licensee shall use its best efforts and take all reasonable actions to maintain all of the assets in a reasonable manner and in accordance with the terms of its FCC Licenses, the FCC Rules and generally accepted standards of good engineering practice. If the Station suffers any loss or damage of any nature to its transmission facilities that results in the interruption of service or the inability of the Station to operate with maximum authorized facilities, Licensee, shall undertake to effect such repairs as are necessary to restore full-time operation of the Station with its maximum authorized facilities within seven (7) days from the occurrence of any such loss or damage. In no event shall Licensee be liable for any consequential damages resulting from any interruption of Programmer's Programming resulting from such repairs. Programmer shall reimburse Licensee for any such repairs necessitated by Programmer's misuse of Licensee's equipment or facilities.

6. **Responsibility for Employees and Expenses.**

    (a)   **Licensee.** The Licensee shall designate a general manager (who shall be Licensee's General Manager), in addition to any other employees Licensee may deem it advisable to employ. Except to the extent non-managerial employees are shared between programmer and Licensee, such General Manager and other employees shall work at the Station as Licensee's representatives and each shall report and be accountable solely to Licensee.

    (b)   **Programmer.** Programmer shall employ and be responsible for the salaries, commissions, taxes, insurance, and other related costs for all personnel involved in the production and broadcast of its programming (including air personalities, engineering personnel, salespersons, traffic personnel, board operators, and other programming staff members). Whenever engaged on Station business, Programmer's personnel shall be subject to the ultimate supervision and direction of Licensee's General Manager or other personnel.

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7. **Advertising and Programming Revenues.**

    A.   **Advertising Revenues.** Programmer shall retain all revenues from the sale of advertising time during Programmer's Programming that is broadcast on the Station.

    B.   **Political Advertising.** At the later of: (a) at least 90 days before the start of any primary or general election campaign, Programmer shall clear with Licensee the rates to be charged political candidates for public office to be sure that the rates are in conformance with applicable law and policy. As soon as practicable, but in any event within 24 hours of any request to purchase time on the Station on behalf of a candidate for public office or to support or urge defeat of an issue on an election ballot, Programmer shall report the request, and its disposition, to Licensee and make sure that appropriate records are placed in the public inspection file for the Station. In the event that Programmer fails to provide adequate broadcast time for the broadcast of programming or advertising by political candidates, Licensee shall have the right to preempt Programmer's programming to make time available to these political candidates. Any qualified political candidate will have access to the Station under this Agreement at the rates required pursuant to the Act and the rules, regulations, and policies of the FCC.

8.   **Operation of Station.** Notwithstanding anything to the contrary in this Agreement, Licensee shall have ultimate authority and power over the Station during the period of this Agreement. Licensee shall retain control (said control to be exercised in good faith) 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 not in the public interest or in order to broadcast a program deemed by the Licensee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with federal, state, and local laws, the Act, and the rules, regulations, and policies of the FCC (including the prohibition on unauthorized transfers of control) and the rules, regulations, and policies of other federal entities, including the Federal Trade Commission and the Department of Justice. Programmer shall assist the Licensee in meeting all of the FCC's requirements with respect to public service programming, for maintaining the political and public inspection file and the Station logs, and for the preparation of issues/programs lists. Licensee shall also retain the right to break into Programmer's Programming to broadcast its own public interest programming in the case of an emergency. Programmer shall provide Licensee with information with respect to such of Programmer's programs which are responsive to public needs and interests and shall also supply such information as may be necessary to assist Licensee in the preparation of required programming reports and will prepare the necessary records and reports required by the FCC or other local, state, or federal governmental entities for the Station. In no event shall Licensee be liable for any consequential damages resulting from any interruption of Programmer's Programming permitted under this paragraph.

9.   **Special Events.** Licensee reserves the right, in its discretion, to preempt any of the programs referred to herein for its own broadcast of special programs of public importance. In all such cases, Licensee will use its best efforts to give Programmer reasonable notice of the intention to preempt Programmer's programs. In no event shall Licensee be liable for any consequential damages resulting from any interruption of Programmer's Programming permitted under this paragraph.

10.   **Insurance.** During the term of this Agreement, Programmer shall secure such insurance with reputable insurance companies or associations as shall be necessary to cover such risks as is appropriate (including fire and other risks insured against by extended coverage, public

liability insurance, insurance for claims against personal injury or death or property damage and such other insurance as may be applicable) and in such amounts and on such terms as is conventionally carried by broadcasters operating facilities in the area comparable to those of the Station, and at its option, may secure defamation insurance to cover the Term of this Agreement.

11. **Compliance With 47 C.F.R. § 73.3555(a).**

A. Programmer hereby verifies that execution and performance of this Agreement complies with the FCC's restrictions on local radio station ownership set out in Section 73.3555(a) of the FCC's rules.

B. Licensee certifies it maintains and will continue to maintain ultimate control over each Station's facilities, including specifically control over each Station's finances, personnel and programming.

12. **Compliance With Applicable Law.** Programmer covenants that its performance of its obligations under this Agreement and its furnishing of programming shall be in material compliance with, and shall not violate, any applicable laws or any applicable rules, regulations, or orders of the FCC or any other governmental agency, and Programmer acknowledges that Licensee has not urged, counseled, or advised the use of any unfair business practice.

13. **Handling of Complaints.** Programmer promptly shall advise Licensee of any public or FCC complaint or inquiry that Programmer receives concerning the programming on the Station and shall cooperate with Licensee and take all action as may be reasonably requested by Licensee in responding to any such complaint or inquiry.

14. **Copyright and Licensing.** Programmer represents and warrants that Programmer has obtained and shall have throughout the Term the full authority to broadcast its programming on the Station and that Programmer shall not broadcast on the Station any material in violation of the Copyright Act. All music supplied by Programmer shall be (i) licensed by ASCAP, SESAC, or BMI; (ii) in the public domain; or (iii) cleared at the source by Programmer. Programmer shall establish accounts with BMI, SESAC and ASCAP in its own name immediately upon commencement of this Agreement.

15. **Force Majeure.** Any failure or impairment of facilities or any delay or interruption of the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to causes beyond the control of either Programmer or Licensee, shall not constitute a breach of this Agreement, and Licensee will not be liable to Programmer except as provided in Paragraph 2, hereto.

16. **Right to Use Programmer's Programming.** The right to use Programmer's Programming and to authorize their use in any manner and in any media whatsoever shall be, and shall remain, vested exclusively in Programmer.

17. **Payola.** Programmer agrees that it will not accept any consideration, compensation, or gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies, or other merchandise, services, or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such consideration, in ac-

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cordance with the Act and FCC requirements.

18.   **Indemnification Warranty.**   For a period of two years, each party will indemnify and hold the other harmless against all liability for libel, slander, unfair competition or trade practices, 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 programming furnished by such party. Each party warrants and covenants that the broadcasting of its programs will not violate rights of others, and agrees to hold the other party as well as its officers, stockholders, directors, and employees, harmless from any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from the broadcast of such programs. The foregoing obligations to hold the other party harmless against the liabilities specified above shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.

19.   **Default**.

a)   **Events of Default; Cure Periods and Remedies.**   The following shall, after the expiration of the applicable cure period, constitute Events of Default:

i)   **Non-Payment.**   Programmer's failure to timely pay to Licensee or its successor the consideration provided for in Paragraph 2, hereof;

ii)   **Default in Covenants or Adverse Legal Action.**   The breach by either party in the material observance or performance of any material covenant, condition, or agreement contained herein, or if any party shall file or have filed against it any petition for bankruptcy relief or reorganization or any other action under the United States Bankruptcy Code, as now or hereafter amended, or any other state or federal insolvency law (which petition or action has not dismissed within 60 days of commencement), the other party shall have the right, exercisable at any time within 60 days after the filing of any such petition or action, to terminate this Agreement as of any date within 120 days of the date such party notifies the other party of its election to terminate this Agreement;

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

iv)   **Improper Programming.**   Upon the failure of Programmer to comply in a substantial and material manner in the provision of programming to the Station in compliance with the rules, regulations or policies of the FCC, or the provisions of Attachment C, which such failure constitutes, in the opinion of FCC counsel for the Licensee, a substantive threat of license revocation or non-renewal, or on the loss, failure to renew, or revocation of the license issued by the FCC for operation of the Station.

b)   **Cure Periods.**   Except for a default under Section 19(a), an Event of Default shall not be deemed to have occurred until twenty calendar days after the nondefaulting party has provided the defaulting party with notice specifying the event or events which would constitute an Event of Default and specifying the action necessary to cure the default within such period, and such default shall have remained uncured. This period may be extended for a reason-

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able period of time, if the nondefaulting party deems that the defaulting party is acting in good faith to cure the default and such delay is not materially adverse to the other party. In the case of a default under Section 19(a), an Event of Default shall not be deemed to have occurred until five business days after the nondefaulting party has provided the defaulting party with notice specifying the event or events which would constitute an Event of Default and specifying the action necessary to cure the Defaulting within such period, and such default shall have remained uncured.

      c)   **Effect of Default.** Upon the occurrence of an Event of Default, the nondefaulting party may terminate this Agreement by written notice to the other party provided that the terminating party is not also in material breach of its obligations hereunder. Upon termination by either party, (1) Licensee shall have no further obligation to make available to Programmer any broadcast time or access to Licensee's broadcast transmission facilities and unless such termination is due to a breach by Licensee, all amounts accrued and payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable; (2) Programmer shall be entitled to any and all revenues generated from Programmer's Programming that has already been broadcast on the Station and, to the extent Licensee collects or receives any such revenues, such monies shall forthwith be paid or delivered to Programmer, unless the termination is due to a breach by Programmer, in which case Licensee may retain such receivables to the extent there remains any amount due to Licensee by Programmer, and (3) if termination is caused solely by Programmer's material breach, Programmer shall be responsible for all liabilities, debts, and obligations of Programmer based upon the purchase of air time and use of Licensee's transmission facilities including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for Licensee's federal, state, and local income and business franchise tax liabilities or taxes levied upon Licensee's personal property.

    20.   **Programmer Termination Options.** Programmer shall have the right, at its option, to terminate this Agreement at any time during the term hereof in the event that Licensee preempts or substitutes other programming for that supplied by Programmer during five percent (5%) or more of the total hours of operation of the Station during any calendar month or more than two hours in any 24 hour period, except in such cases as such preemption or substitution occurs due to emergency conditions or conditions outside the control of the Licensee. In the event Programmer elects to terminate this Agreement pursuant to this provision, it shall give Licensee notice of such election at least thirty (30) days prior to the termination date. Upon termination, all sums owing the Licensee shall be paid and neither party shall have any further liability to the other except as be provided for by Paragraph 19, above.

    21.   **Termination Upon Order of Governmental Authority.** In the event that a state, federal, or local governmental authority designates a hearing with respect to the continuation or renewal of any licenses or authorizations held by Licensee, for the termination of this Agreement, and/or the curtailment in any manner material to the relationship between the parties hereto of the provision of programming by Programmer hereunder, Programmer may, at its option, seek administrative or judicial relief from such order(s) (in which event Licensee shall cooperate with Programmer, provided that Programmer shall be responsible for legal fees and costs incurred in such proceeding at Programmer's request) or Programmer shall notify Licensee that it will terminate this Agreement. If the FCC designates the renewal application of any of the Station for a hearing as a consequence of this Agreement or for any other reason, or initiates any revocation or other proceeding with respect to the authorizations issued to the Licensee for the operation of any of the Station, and Licensee elects to contest such action, then Licensee shall be responsible for its expenses incurred as a consequence of the FCC proceeding; *provided, however*, that Programmer shall at Licensee's expense cooperate and comply with any reasonable re-

quest of Licensee to assemble and provide to the FCC information relating to Programmer's performance under this Agreement. In the event of termination based upon any governmental order(s), Programmer shall pay to Licensee any fees due but unpaid as of the date of termination as may be permitted by such order(s), and Licensee shall cooperate reasonably with Programmer to the extent permitted to enable Programmer to fulfill advertising or other programming contracts then outstanding. in which event Licensee shall receive as payment for the carriage of such programming that which otherwise would have been paid to Programmer hereunder. Thereafter, neither party shall have any liability to the other except as may be provided pursuant to Paragraph 17, above.

22.   **Representations and Warranties.**

A.   **Mutual Representations and Warranties.**   Licensee and Programmer each represent that it is legally qualified, empowered, and able to enter into this Agreement, and that the execution, delivery, and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which it is subject or by which it is bound.

B.   **Licensee's Representations, Warranties and Covenants.**   Licensee is duly licensed or qualified to do business and is in good standing and authorized to do business in the State of Oregon.   All Station Licenses and authorizations will be in full force and effect for the entire term hereof, unimpaired by any acts or omission of Licensee, its principals, employees, or agents.

C.   **Filings.**   All reports and applications required to be filed with the FCC (including ownership reports) or any other governmental entity, department, or body with respect to the Station will be filed in a materially timely manner and will be true and complete and accurately present the information contained and required thereby. Programmer shall prepare the required reports and applications as described above. All such reports and documents, to the extent required to be kept in the public inspection files of the Station, will be kept by the Programmer in such files.

D.   **Title to Properties.**   Licensee will have throughout the term hereof, good and marketable title or leases to all of the assets and properties used in the operation of the Station, free and clear of any liens, claims. or security interests excepting liens on equipment purchased through loans to Licensee. Licensee will not dispose of, transfer, assign, or pledge any such asset, except with the prior written consent of Programmer, if such action would affect adversely Programmer's performance hereunder or the business and operations of Programmer permitted hereby.

23.   **Notices.**   Any notice given pursuant to this Agreement to any party hereto shall be deemed effective upon receipt, whether delivered personally, by registered mail, postage prepaid, return receipt requested. or by express mail or overnight courier, as follows:

If to Licensee:

KORC Radio, Inc.
5017 NE 269th Ave.
Camas, WA 96807

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With a copy (which shall not constitute notice) to:

> Dan J. Alpert, Esq.
> The Law Office of Dan J. Alpert
> 2120 N. 21st Rd.
> Arlington, VA 22201
> Email: dja@commlaw.tv

If to Programmer:

> David J. Miller
> Yaquina Bay Communications, Inc.
> 906 S.W. Alder
> Newport, OR 97366

or at such other address as either such party shall from time to time designate by written notice, in the manner provided herein, to the other party hereto.

24. **Construction.** This Agreement shall be construed in accordance with the laws of the State of Oregon without regard to conflict of law provisions and the obligations of the parties hereto are subject to all federal, state, and local laws and regulations now or hereafter in force and to the rules, regulations, and policies of the FCC and all other government entities or authorities presently or hereafter to be constituted. Any action to enforce this Agreement shall be brought in the state or federal courts having jurisdiction over Lincoln County, Oregon.

25. **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 charged with the waiver and then such waiver shall be effective only in the specific instance and for the purpose for which given.

26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable, the parties shall use their best efforts to negotiate a substitute, valid, legal and binding provision which, as nearly as possible, reflects the original intent of the stricken provision. Such holding shall not affect any other provision hereof, which shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

28. **Assignment.** Licensee may freely assign, transfer, or, sell any or all rights of the Station to any qualified third party, so long as such third party agrees to assume all the obligations of this TBA. Programmer may freely assign, transfer, or, sell the terms of the Time Brokerage Agreement to any qualified third party.

29. **Headings.** The headings in this Agreement are solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement.

30.   **Incorporation by Reference.** The Exhibits and Attachments attached hereto are integral parts of this Agreement and are incorporated herein by reference.

31.   **Entire Agreement.** This Agreement, together with the Asset Purchase Agreement, being entered into between the parties, embody the entire agreements 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 modification of this Agreement shall be valid unless in a written instrument executed by the parties.

32.   **No Partnership or Joint Venture Created.** Nothing in this Agreement shall be construed to make Licensee and Programmer partners or joint venturers or to afford any right to any third party other than expressly provided herein.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date last written below.
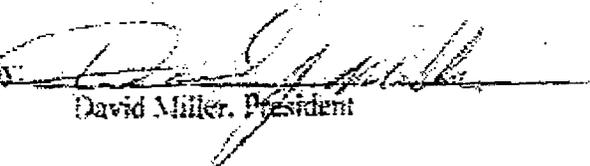
Licensee:

KORC RADIO, INC.
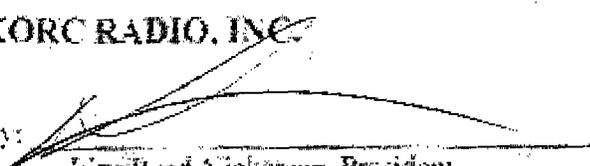
By: _____
Linc Reed-Nickerson, President

Programmer:

YAQUINA BAY COMMUNICATIONS, INC.

By: _____
David Miller, President

TIME BROKERAGE AGREEMENT

ATTACHMENT A

Programmer shall reimburse Licensee for the reasonable operational expenses of the Station applicable to the Term of this Agreement, pro-rated, as necessary, to coincide with the Term of this Agreement, as follows: tower site lease; utilities; reasonable long-distance telephone calls made by Programmer; building and tower maintenance; FCC regulatory fees, applicable Oregon State taxes; license fees; permits; music license fees (*I.e.*, ASCAP, BMI, and SESAC); casualty and loss insurance; engineering maintenance; any damage to Licensee's equipment caused by Programmer other than ordinary wear and tear; and, in the event the Licensee employs a station manager, chief operator/operations manager, clerical worker, etc. to work at the Station as its representatives (who each shall then report and be accountable solely to Licensee), the monthly compensation for such employees to be reimbursed by Programmer to Licensee shall not be greater than $2000.00 per month total for up to two such employees ("Operating Expenses") and other fees and expenses agreed-upon by the parties, in advance.

Within fifteen days following the 1st day of each month, Licensee shall submit an invoice to Programmer which will list all of the expenses which Licensee believes Programmer is responsible to pay or reimburse to Licensee, together with copies of the invoices or other backup information as may exist. Programmer shall pay or reimburse Licensee within ten business days of receipt of the list. If Programmer disputes any item for which Licensee is seeking reimbursement, Programmer shall nonetheless pay all items as to which there is no dispute. If the parties cannot resolve the dispute with respect to the other items within thirty (30) days after Programmer's receipt of Licensee's invoice, the parties shall, upon the request of either party, submit the dispute to a Certified Public Accountant ("CPA") chosen mutually by the parties and experienced in commercial broadcast matters, and the decision of the CPA shall be binding on the parties. Fees and other expenses of the CPA shall be divided equally between the parties.

ATTACHMENT B

Planned Program Service

Programmer will provide programming on the Station in the format as follows:

News/Talk/Public Affairs/Sports/Adult Standards Music

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ATTACHMENT C

PROGRAM REGULATIONS AND RESTRICTIONS

Programmer will take care to observe and exercise reasonable diligence to comply with the following regulations and restrictions in the preparation, writing and provision for broadcast of the Programmer Programming on the Station:

I.   Ethnic and Racial Issues. All programming broadcast by Programmer under this Agreement shall avoid airing programming which may unreasonably exacerbate racial and/or ethnic tensions or otherwise give reasonably foreseeable, unnecessary and/or undue offense to any segment of the viewing audience.

II.   No Denominational Attacks. Programmer's Programming will not be used as a medium for attack on any faith, denomination or sect or upon any individual or organization.

III.   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 Station 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 Programmer is directly or indirectly interested without the same having been approved in advance by each Station's General Manager and such broadcast being announced, logged and sponsored.

IV.   No Lotteries. Announcements giving any information about lotteries or games prohibited by law are prohibited.

V.   Election Procedures. Programmer will clear with each Station's General Manager the schedule of rates that Programmer will charge for the time to be sold to candidates for public office or their supporters to make certain that such rate conforms with applicable law and each Station's policies. In its sole discretion, each Station may require that Programmer grant access for the purchase of time to candidates for political office or their supporters. In the event that any candidates for political office or their supporters are entitled to purchase time in Programmer Programming, Programmer will provide such access as reasonably required in accordance with applicable law.

VI.   Required Announcements. Programmer will include (i) an announcement in a form satisfactory to Licensee at the beginning of each hour of programming to identify each Station's call letters and (ii) any other announcements required by applicable law.

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VII.   No Illegal Announcements. No announcement or promotions prohibited by law of any lottery or game will 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 to Licensee on request by it, which reserves the right, in its discretion to reject the game, contest or promotion.

VIII.   License Discretion Paramount. In accordance with a 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 Station which is in conflict with each Station's policy or which, in Licensee's judgment, would not serve the public interest, subject to Sections 3.3 and 4.3 of the Agreement.

IX.   Programming Prohibitions. Programmer will not include in Programmer Programming any of the following programs or announcements:

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

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

   C.   Obscenity and Indecency. Any programs or announcements that (1) have a dominant theme that, taken as a whole, appeals to the prurient interest in sex, portray sexual conduct in a patently offensive way, and lack literary, artistic, political or scientific value or (2) describe, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs at times of the day when children are likely to be in the audience.

   D.   Unauthenticated Testimonials. Any testimonials that cannot be authenticated.

X.   Waiver. Licensee may waive any of the foregoing regulations and restrictions in specific instance if, in its opinion, good broadcasting in the public interest is served. In any case where questions of policy or interpretation of matters contained in this Schedule arise, Programmer shall submit the same to Licensee for decision before making any commitments in connection therewith.