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TIME BROKERAGE AGREEMENT

FOR

RADIO STATION KTCE(FM),  
PAYSON, UTAH

BETWEEN

MOENKOPI COMMUNICATIONS, INC.

AND

SIMMONS MEDIA GROUP, INC.

May 14, 1999

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TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT is made this 14 day of May, 1999, by and between SIMMONS MEDIA GROUP, INC., a Utah corporation (the "Programmer"), and MOENKOPI COMMUNICATIONS, INC., a Utah corporation (the "Licensee").

WHEREAS, Licensee owns and operates, pursuant to authorizations issued by the Federal Communications Commission ("FCC"), Radio Station KTCE(FM), Payson, Utah (the "Station");

WHEREAS, Programmer is experienced in radio station ownership and operation;

WHEREAS, Licensee wishes to retain Programmer to sell a portion of the commercial inventory of the Station and to provide programming for the Station that is in conformity with Station policies and procedures, FCC policies for time brokerage arrangements and the provisions of this Agreement;

WHEREAS, Programmer agrees to undertake the sale of commercial inventory on the Station in exchange for the consideration set forth below and to make available, to the extent provided below, programming of its selection for broadcast on the Station that is in conformity with all rules, regulations and policies of the FCC, subject to Licensee's full authority to manage and control the operation of the Station; and

WHEREAS, Programmer and Licensee agree to cooperate in good faith in implementing this Agreement.

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

SECTION 1

LEASE OF STATION AIR TIME

1.1 Representations. Both Licensee and Programmer represent that they are legally qualified, empowered and able to enter into this Agreement.

1.2 Term. This Agreement shall be in force from and after the date hereof until July 25, 2000, unless otherwise extended or terminated as set forth below.

1.3 Scope.

(a) Programmer's Rights.

(i) During the term of this Agreement and any renewal thereof, Programmer, in exchange for the consideration set forth in Attachment 1.5, shall acquire and have the right to sell for its own account, all of the commercial time inventory of the Station available to be marketed and sold to commercial advertisers except for revenue received by Licensee by reason of Licensee's sale of up to sixteen (16) thirty-second spots per day pursuant to Section 3.4 of this Agreement. Programmer shall be entitled to receive all other accounts receivable for any sale of time on the Station during the term of this Agreement.

(ii) In addition, as may be mutually agreed by Licensee and Programmer from time to time during the term of this Agreement, Programmer may deliver

programming to the Station's transmitter facilities or other authorized remote control points pursuant to the terms of this Agreement. Subject to Licensee's reasonable approval, as set forth in this Agreement, and subject to Sections 2.1, 2.2, 3.1 and 3.2 hereof, such programming shall be of Programmer's own selection, complete with commercial matter, news, public service announcements and other programming suitable to Licensee for up to 168 hours per week.

(b) Licensee's Rights.

(i) Notwithstanding the foregoing, the Licensee may use up to six hours per week as it may need to serve the public interest through the broadcast of its own regularly scheduled programming. Programmer shall provide sales, marketing, promotion, traffic, billing and production services for the Station during the term of this Agreement.

(ii) Upon reasonable notice, Programmer shall make available to Licensee up to an additional 20 hours per week for Licensee to air live, play-by-play coverage of Utah Valley State College basketball games or local high school sports, and/or other programming and all revenue derived from the broadcast of such programming shall belong to Licensee.

(iii) Licensee reserves the right to air sixteen (16) thirty-second advertisements per day on the Station, but must provide, produce and deliver such advertisements to Programmer. The schedule of broadcast time reserved by Licensee on the

Station may vary on a weekly basis and will be established by mutual agreement between Licensee and Programmer.

1.4 Renewal. Subject to the rights of Licensee and Programmer to terminate this Agreement pursuant to Section 6 hereof, Programmer and Licensee agree that, not later than 120 days prior to the then-effective termination date of this Agreement, each will, upon request from the other, enter into good faith negotiations with respect to the extension or renewal of the arrangements set forth in this Agreement.

1.5 Consideration. As consideration for the air time made available during the term hereof and any renewal periods, Programmer shall make payments to Licensee as set forth in Attachment 1.5.

1.6 Licensee Operation of Station. Licensee will have full authority, power and control over the management and operations of the Station during the term of this Agreement and any renewal thereof. Licensee will bear all responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended ("the Act"), the rules, regulations and policies of the FCC and all other applicable laws. Licensee shall be solely responsible for and pay in a timely manner all operating costs of the Station, including the costs of maintaining the Station's studio and transmitting facility and costs of electricity, and shall be entitled to partial reimbursement by Programmer as provided on Attachment 1.5. Programmer shall be responsible for the costs of its programming as provided in Sections 1.8 and 2.4 hereof. Licensee shall employ at its expense management level or other employees consisting of, at a minimum, a General Manager and another

employee, who will direct the day-to-day operations of the Station, and who will report to and be accountable to Licensee. Licensee shall be responsible for the salaries, taxes, insurance and related costs for all personnel employed by Licensee. Licensee shall remain responsible for the legal and technical requirements of the operation of the Station, routine monitoring of the Station's transmitter performance.

1.7 Licensee Representations, Warranties and Covenants. Licensee represents and warrants as follows:

(a) In the event the Station is off the air for more than seventy-two (72) hours per month, Licensee shall reimburse Programmer a prorated portion of the monthly total fee for each day that the Station is off the air.

1.8 Programmer Responsibility. Programmer shall be solely responsible for all expenses attributable to its programming on the Station, including but not limited to any expenses incurred in the origination and/or delivery of programming from any remote location and for any publicity or promotional expenses incurred by Programmer, Licensee shall be responsible for maintaining ASCAP, BMI, and SESAC music licensing fees for the Station.

1.9 Contracts. Programmer shall have no authority to enter into any third-party contracts, leases or agreements that bind Licensee.

SECTION 2

STATION PUBLIC SERVICE OBLIGATIONS

2.1 Licensee Authority. Notwithstanding any other provision of this Agreement, Programmer recognizes that Licensee has certain obligations to operate the Station in the public interest, and to broadcast programming to meet the needs and interests of its community of license, the Station's service area and the educational and informational needs of children. From time to time the Licensee shall air, or shall require Programmer to air, programming on issues of importance to the local community. Nothing in this Agreement shall abrogate the unrestricted authority of the Licensee to discharge its obligations to the public and to comply with the Act and the rules and policies of the FCC.

2.2 Additional Licensee Obligations.

(a) Although both parties shall cooperate in the broadcast of emergency information over the Station, Licensee shall also retain the right to interrupt Programmer's programming in case of an emergency or for programming which, in the good faith judgment of Licensee, is of greater local or national public importance.

(b) Licensee shall also coordinate with Programmer the Station's hourly station identification and any other announcements required to be aired by FCC rules.

(c) Licensee and Programmer shall cooperate in ensuring compliance with the FCC's rules and requirements governing uses of the Station's facilities by legally qualified candidates for public office, including Licensee's obligation to provide reasonable access to legally qualified federal candidates. Programmer will provide Licensee

with copies of any material setting forth terms and/or conditions for the availability of political advertising time on the Station in advance of public dissemination of such material so that Licensee may provide its input as to such material.

(d) Licensee shall (i) continue to maintain and staff a main studio, as that term is defined by the FCC, (ii) maintain its local public inspection file consistent with Section 73.3526 of the FCC's rules, and (iii) prepare and place in such inspection file or files in a timely manner all material required by Section 73.3526 of the FCC's Rules, including without limitation the Station's quarterly issues and program lists. Programmer shall, upon request by Licensee, provide Licensee with such information concerning Programmer's programs and advertising as is necessary to assist Licensee in the preparation of such information or to enable Licensee to verify independently the Station's compliance with any other laws, rules, regulations or policies applicable to the Station's operation.

(e) Programmer agrees to provide to Licensee such information as Licensee may request concerning Programmer's recruitment, hiring or employment practices in connection with Programmer's provision of programming to the Station.

(f) Licensee shall also maintain the station logs, receive and respond to telephone inquiries, and control and oversee any remote control point for the Station.

2.3 Regulatory Disputes. In the event of a dispute between Licensee and Programmer as to whether any aspect of the Station's operation violates the Communications Act of 1934, as amended (the "Act"), or any applicable rule, regulation or policy of the

FCC, Licensee and Programmer will jointly select one or more persons qualified to mediate the dispute. Programmer and Licensee will pay for the fees of a communications attorney and/or engineer to advise the mediator, if such services are necessary. Programmer and Licensee recognize that the views of any such mediator are merely advisory, that Licensee retains the ultimate decision-making authority over regulatory compliance matters, and that Licensee has the right to require that Programmer cure any violation of the Act or the rules, regulations and policies of the FCC at the earliest practical opportunity.

2.4 Responsibility for Employees and Expenses. Programmer shall employ and be solely responsible for the salaries, taxes, insurance and related costs for all personnel used in the sale of commercial advertising time and the production of Programmer's programming (including salespeople, traffic personnel, board operators and programming staff). Licensee will provide and be responsible for the Station personnel necessary for the broadcast transmission of Programmer's programs (including, without limitation, the Station's General Manager and one other employee), and will be responsible for the salaries, taxes, insurance and related costs for all Station personnel used in the broadcast transmission of Programmer's programs and necessary to other aspects of Station operation. Whenever on the Station's premises, all employees of Programmer shall be subject to the overall supervision of Licensee's General Manager and/or other employee.

SECTION 3

STATION PROGRAMMING POLICIES

3.1 Broadcast Station Programming Policy Statement. Licensee has adopted a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Attachment 3.1 hereto and which may be amended from time to time by Licensee upon notice to Programmer. Programmer agrees and covenants to comply in all material respects with the Policy Statement, with all rules and regulations of the FCC, and with all changes subsequently made by Licensee or the FCC. Programmer shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this Agreement and all programs shall be prepared and presented in conformity with the rules, regulations and policies of the FCC and with the Policy Statement set forth in Attachment 3.1 hereto. All advertising spots and promotional material or announcements shall comply with applicable federal, state and local regulations and policies and the Policy Statement, and shall be produced in accordance with quality standards established by Programmer. If Licensee determines that a program, commercial announcement or promotional material supplied by Programmer is for any reason, in Licensee's sole discretion, unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement it may, upon written notice to Programmer (to the extent time permits such notice), suspend or cancel such program, commercial announcement or promotional material and substitute its own programming or require Programmer to provide suitable programming, commercial announcement or other announcement or promotional material.

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

3.3 Programmer Compliance with Copyright Act. Programmer represents and warrants to Licensee that Programmer has full authority to broadcast its programming on the Station, and that Programmer shall not broadcast 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. Licensee will maintain ASCAP, BMI and SESAC licenses as necessary. The right to use the programming and to authorize its use in any manner shall be and remain vested in Programmer.

3.4 Sales. Programmer shall retain all of the Station's revenues or other consideration derived from any sale of commercial time on the Station, except for revenue obtained by the Licensee and the commercial availabilities retained by the Licensee as set forth below. Programmer may sell advertising on the Station in combination with any other broadcast stations of its choosing. Programmer shall be responsible for payment of the

commissions due to any national sales representative engaged by it for the purpose of selling national advertising which is carried during the programming it provides to Licensee. Unless otherwise agreed between the parties, Licensee shall retain all revenues from the Licensee's sale of up to sixteen (16) thirty-second advertisements per day that it provides, produces and delivers under Section 1.2 of this Agreement, with such spots to be scheduled by Programmer.

3.5 Payola. Programmer agrees that it will not accept, and will not permit any of its employees to accept, any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between 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 accordance with the Act and FCC requirements. Programmer agrees to annually, or more frequently at the request of the Licensee, execute and provide Licensee with a Payola Affidavit, substantially in the form attached hereto as Attachment 3.6.

3.6 Cooperation on Programming. Programmer and Licensee mutually acknowledge their interest in ensuring that the Station serves the needs and interests of the residents of Payson, Utah and the surrounding service area and agree to cooperate in doing so. Licensee shall, on a regular basis, assess the issues of concern to residents of Payson, Utah and the surrounding area and address those issues in its public service programming.

Licensee shall describe those issues and responsive programming and place issues/programs lists in the Station's public inspection file as required by FCC rules. Further, Licensee may request, and Programmer shall provide, information concerning such of Programmer's programs as are responsive to community issues so as to assist Licensee in the satisfaction of its public service programming obligations. Programmer shall also provide Licensee upon request such other information necessary to enable Licensee to prepare records and reports required by the Commission or other local, state or federal government entities.

#### SECTION 4

#### INDEMNIFICATION

4.1 Programmer's Indemnification. Programmer shall indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, expenses, including any FCC fines or forfeitures, (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, including but not limited to, slander or defamation or otherwise arising out of Programmer's broadcasts and sale of advertising time under this Agreement, and the actions and conduct of Programmer's employees acting under this Agreement and financing agreements with Programmer's lenders to the extent permitted by law, and under Section 6.1(f) of this Agreement.

4.2 Licensee's Indemnification. Licensee shall indemnify and hold harmless Programmer from and against any and all claims, losses, costs, liabilities, damages, expenses, including any FCC fines or forfeitures, (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, arising out of broadcasts

originated by Licensee pursuant to this Agreement (except insofar as such liability arises from Programmer's gross negligence or willful misconduct) to the extent permitted by law.

4.3 Procedure. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this Section unless such claim for indemnification is asserted in writing delivered to the other party, together with a statement as to the factual basis for the claim and the amount of the claim. The party making the claim (the "Claimant") shall make available to the other party (the "Indemnitor") the information relied upon by the Claimant to substantiate the claim. With respect to any claim by a third party as to which the Claimant is entitled to seek indemnification hereunder, the Indemnitor shall have the right at its own expense to participate in or assume control of the defense of the claim, and the Claimant shall cooperate fully with the Indemnitor; provided that the Indemnitor shall reimburse the Claimant for actual out-of-pocket expenses incurred by the Claimant at the request of the Indemnitor. If the Indemnitor does not elect to assume control or participate in the defense of any third party claim, it shall be bound by the results obtained by the Claimant with respect to the claim.

4.4 Time Brokerage Challenge. If this Agreement is challenged at the FCC or in another administrative or judicial forum, whether or not in connection with the Station's license renewal application, counsel for the Licensee and counsel for the Programmer shall jointly defend the Agreement and the parties' performance thereunder throughout all such proceedings. If portions of this Agreement do not receive the approval of the FCC Staff,

then the parties shall reform the Agreement as necessary to satisfy the FCC Staff's concerns or seek reversal of the Staff's decision and approval from the full Commission on appeal.

## SECTION 5

### ACCESS TO PROGRAMMER MATERIALS AND CORRESPONDENCE

5.1 Confidential Review. Prior to the broadcast of any programming by Programmer on the Station under this Agreement, Programmer shall acquaint Licensee, upon request, with the nature and type of the programming to be provided. Licensee shall be entitled to review at its discretion from time to time on a confidential basis any of Programmer's programming material it may reasonably request. Programmer shall promptly provide Licensee with copies of all correspondence and complaints received from the public (including any telephone logs of complaints called in), copies of all program logs and promotional materials. However, nothing in this section shall entitle Licensee to review the internal corporate or financial records of Programmer.

5.2 Political Advertising. Programmer shall cooperate with Licensee to assist Licensee in complying with all rules of the FCC regarding political broadcasting. Licensee shall promptly supply to Programmer, and Programmer shall promptly supply to Licensee, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with FCC rules and policies, including the lowest unit rate, equal opportunities, reasonable access, political file and related requirements of federal law. Licensee, in consultation with Programmer, shall develop a statement which discloses its political broadcasting policies to political candidates, and Programmer shall

follow those policies in the sale of political programming and advertising. In the event that Programmer fails to satisfy the political broadcasting requirements under the Act and the rules and regulations of the FCC and such failure inhibits Licensee in its compliance with the political broadcasting requirements of the FCC, then to the extent reasonably necessary to assure such compliance, Programmer shall either provide rebates to political advertisers or release advertising availabilities to Licensee.

#### SECTION 6

#### TERMINATION AND REMEDIES UPON DEFAULT

6.1 Right of Termination. In addition to other remedies available at law or equity, and noting the term provided in Section 1.2, this Agreement may be terminated as set forth below by either Licensee or Programmer by written notice to the other if the party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following:

(a) the mutual consent of both parties;

(b) there has been a material change in FCC rules, policies or

precedent that would cause this Agreement to be in violation thereof and such change is in effect and not the subject of an appeal or further administrative review, provided that in such event the parties shall first negotiate in good faith and attempt to agree on an amendment to this Agreement that will provide the parties with a valid, binding and enforceable agreement that conforms to the new FCC rules, policies or precedent; or

(c) the Station is off the air for a total of more than thirty (30) days during the term of this Agreement.

6.2 Right to Cure.

(a) In the event of a breach of this Agreement, the breaching party shall have a reasonable period of time under the circumstances in which to cure the breach.

6.3 Force Majeure. Any failure or impairment of the Station's facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods or any other cause not reasonably within the control of Licensee, shall not constitute a breach of this Agreement and Licensee will have no liability to Programmer as a result thereof.

SECTION 7

MISCELLANEOUS

7.1 Right of First Refusal. Should the Station be offered for sale during and up to one year after this contact, Programmer shall have a right of first refusal to purchase the Station.

7.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Except for Programmer's assignment of this Agreement to Deer Valley Broadcasting, L.L.C., to which Licensee hereby consents, neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably

withheld. In the event of such an assignment or succession in accordance with this Agreement, all references herein to Programmer or Licensee, as the case may be, shall be deemed to refer to such assignee or successor.

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

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

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

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

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

7.8 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered on the date of personal delivery or on the date of receipt if mailed by registered or certified mail, postage prepaid and return receipt requested, or if delivered by overnight courier, and shall be deemed to have been received on the date of personal delivery or on the date set forth on the return receipt, to the following addresses, or to such other address as any party may request, in the case of Licensee, by notifying Programmer, and in the case of Programmer, by notifying Licensee.

To Programmer: G. Craig Hanson  
President  
Simmons Radio Group  
57 West South Temple  
Salt Lake City, UT 84101

Copy to: Ralph W. Hardy, Jr., Esq.  
Dow, Lohnes & Albertson, PLLC  
1200 New Hampshire Avenue, N.W.  
Suite 800  
Washington, DC 20036-6802

To Licensee: Moenkopi Communications, Inc.  
Brian W. Leifson, President  
P.O. Box 10  
Provo, UT 84603

Copy to: Camille Hansen  
Wilkinson Barker Knauer, LLP  
2300 "N" Street, N.W.  
Washington, D.C. 20037-1128

and to: KTCE  
P.O. Box 10  
Provo, UT 84603

7.9 Invalidity. If any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent, the parties shall negotiate in good faith and attempt to agree on an amendment to this Agreement that will provide the parties with substantially the same rights and obligations, to the greatest extent possible, as the original Agreement in valid, binding and enforceable form.

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

SIMMONS MEDIA GROUP, INC.

By: G. Craig Houston

MOENKOPI COMMUNICATIONS, INC.

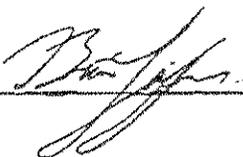
By: \_\_\_\_\_

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

**SIMMONS MEDIA GROUP, INC.**

By: \_\_\_\_\_

**MOENKOPI COMMUNICATIONS, INC.**

By:  \_\_\_\_\_

## ATTACHMENT 1.5

### Consideration

1. Programmer shall pay Licensee ██████ per month, payable within fifteen (15) days after the close of each calendar month for the commercial inventory of the Station ("Inventory Fee").
2. Programmer shall pay Licensee ██████ per month as reimbursement to Licensee for the expenses of Station operation, payable in the same manner as the Inventory Fee. Beginning with months after July 1999, the expense reimbursement amount shall increase to ██████ per month.

## ATTACHMENT 3.1

### Broadcast Station Programming Policy Statement

Programmer 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. No Plugola or Payola. Except for commercial messages aired in compliance with 47 C.F.R. § 73.1212, Programmer shall not receive any consideration in money, goods, services, or otherwise, directly or indirectly (including to relatives) from any persons or company for the presentation of any programming over the Station without reporting the same to Licensee's general manager. The commercial 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.
- II. No Lotteries. Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.
- III. Election Procedures. At least fifteen (15) days before the start of any primary or election campaign, Programmer will clear with Licensee's general manager the rates Programmer will charge for the time to be sold to candidates for the public office and/or their supporters to make certain that the rates charged are in conformance with applicable law and Station policy.
- IV. Required Announcements. Programmer shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify KTCE(FM) and (ii) any other announcements that may be required by law, regulation, or Licensee policy.
- V. No Illegal Announcements. No announcements or promotion prohibited by federal or state law or regulation 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.

VI. Licensee Discretion Paramount. In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the Rules and Regulations of the 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 or its general manager's sole judgment would not serve the public interest.

Licensee may waive any of the foregoing regulations in specific instances, it, in its opinion, the Station will remain in compliance with all applicable laws, rules, regulations and policies and broadcasting in the public interest is served. In any case where questions of policy or interpretation arise, Programmer should submit the same to Licensee for decision before making any commitments in connection therewith.

ATTACHMENT 3.6

FORM OF PAYOLA AFFIDAVIT

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

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

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

- 1. He is \_\_\_\_\_ for \_\_\_\_\_
Position
2. He has acted in the above capacity since \_\_\_\_\_.
3. No matter has been broadcast by Station \_\_\_\_\_ for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by him 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 broadcast by Station \_\_\_\_\_ for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by Station \_\_\_\_\_ or by any independent contractor engaged by Station in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.

\_\_\_\_\_
Affiant

Subscribed and sworn to before me
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_.