

## OPERATING AND PROGRAMMING AGREEMENT

This Operating and Programming Agreement ("Programming Agreement") is made and entered into as of May 1, 2008 by and among Community Wireless of Park City, Inc., a Utah nonprofit corporation ("Licensee"), and Wasatch Public Media, a Utah nonprofit corporation ("Broker"), and shall be effective as of May 1, 2008 (the "Effective Date").

### WITNESSETH:

WHEREAS, Licensee owns and operates noncommercial radio station KCPW-FM, licensed to Salt Lake City, Utah ("the Station"); and

WHEREAS, Licensee and Broker entered into a letter of intent dated March 29, 2008 (the "LOI"), and pursuant to the LOI are negotiating an Asset Purchase Agreement (the "Purchase Agreement"), whereby Licensee will agree to sell and assign to Broker, and Broker will agree to purchase and assume from Seller, the licenses issued by the Federal Communications Commission ("FCC") identified as KCPW 88.3 FM and translator K287AE 105.3 FM and certain assets related to the Station (the "FCC Licenses");

WHEREAS, Broker wishes to broadcast on the Station, prior to the Closing (as defined in the LOI) on the Purchase Agreement, existing Station programming (the "Broker Programs"); and

WHEREAS, Licensee wishes to air Broker Programs on the Station.

NOW, THEREFORE, the parties agree as follows:

1) Agreement Term. The term of this Programming Agreement ("the Term") will begin on the Effective Date and will terminate, subject to earlier termination as set forth herein, upon the earlier of (a) the consummation of the Purchase Agreement, pursuant to FCC consent; or (b)

the termination of the Purchase Agreement, pursuant to the terms of that Purchase Agreement.

2) Waiver. Broker and Licensee acknowledge that, pursuant to the terms of the LOI, Broker is given the right to conduct due diligence with respect to the Assets (as defined in the LOI) and other matters but that Broker has not been able to examine and investigate the condition of the transmission facilities used in conjunction with the Station prior to the Effective Date of this Programming Agreement. Notwithstanding the foregoing, as an element of consideration for being permitted to use such facilities and to air the Broker Programs over the Station, Broker hereby waives any claims it may have against Licensee, pursuant to this Programming Agreement, by virtue of the condition of the personal property used in conjunction with the Station or with respect to the compliance of the Station or the Assets with all laws, regulations and governmental orders applicable to the business and operations of the Station.

3) Broadcast of the Broker Programs. Subject to the terms and conditions set forth in this Programming Agreement, Licensee agrees to make the broadcast transmission facilities of the Station available to Broker and to broadcast on the Station, or cause to be broadcast on the Station, the Broker Programs, for up to 24 hours per day, seven days per week except, subject to Section 4, below, for that time reserved by Licensee for the airing of its public affairs programming as set forth in Exhibit A or that time necessary to perform reasonable and customary maintenance or (the "Broadcasting Period"). If Broker produces new programming ("New Broker Programs"), then and in such event, Broker shall produce and deliver New Broker Programs to Licensee solely at Broker's own cost. Licensee will ensure that its broadcasting transmission facilities remain available for the rebroadcast of the Broker

Programs. The Station transmitter and all other broadcast equipment owned by Licensee will remain under Licensee's control. Licensee will pay for any expenditures for monitoring equipment required by FCC rules and perform transmitter readings. Broker will air, under Licensee's direction, the station identification required under Section 73.1201 of the FCC's rules. Broker and Licensee each represents and warrants that it has, and will have during the Term, the technical capabilities necessary to fulfill all obligations imposed under this Programming Agreement. It is understood that Broker, in its broadcasting shall not discuss Educational Media Foundation ("EMF"), "Community Wireless of Park City" or Christian broadcasters without the written consent of Licensee.

4) Operation, Ownership, and Control of the Station.

Notwithstanding anything to the contrary in this Programming Agreement, as long as Licensee remains the licensee of the Station, it will have ultimate authority, power, and control over the facilities of the Station during the Term, which it will exercise in accordance with this Programming Agreement. Licensee will bear the responsibility for the Station's compliance with all applicable provisions of the rules and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, (a) Licensee will employ a General Manager of the Station to be nominated by Broker but approved and selected by Licensee, who will report and be accountable solely to Licensee and direct the day-to-day operations of the Station, and for at least one other employee as required by the FCC's policies (the "Station Employees"), (b) Licensee will retain complete control over the programming of the Station, including the right to preempt, as set forth below, any of the Broker Programs, (c) Licensee will maintain responsibility for financial control over the operating and capital expenses of the Station and (d) Licensee will

cause the Station to comply with the station identification and main studio rules, provided that Broker's employees shall broadcast station identifications as directed by Licensee. Nothing herein contained shall prevent or hinder Licensee from (x) rejecting or refusing programs which Licensee reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest, or (y) substituting a program which, in Licensee's opinion, is of greater local or national importance or which is specifically designed to address the problems, needs, and interests of the community served by the Station. Notwithstanding anything contained to the contrary contained in this Programming Agreement, during the term of this Programming Agreement the Licensee acknowledges that the Broker intends to utilize other programming to replace that programming that has been produced by or featuring Blair Feulner, including, but not limited to "Mid-Day Utah," and Broker agrees not to disparage Blair Feulner in any way as a result in this contemplated minor modification in programming.

During the Term of this Programming Agreement, Broker shall deliver to Licensee, and Licensee shall maintain, such records and information related to Broker Programs, which Licensee is required by the FCC to place in the public inspection files of the Station, pertaining to the broadcast of political programming, in accordance with the provisions of Sections 73.1943 and 73.3526 of the Commission's rules, and to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with the provisions of Section 73.1212 of the Commission's rules. No Broker Programs shall support or oppose any candidate for political office, as provided by Section 399 of the Communications Act (the "Act"); nor transmit an "advertisement," as defined by Section 399B of the Act. Licensee shall not be required to receive or handle

mail, e-mail, cables, telegraph, faxes or telephone calls in connection with the Broker Programs but shall be advised promptly by Broker of any public or FCC complaint or inquiry concerning Broker Programs and shall be given copies of any letters from the public, including complaints, concerning such programming.

5) Insurance. Licensee will maintain in full force and effect, with respect to the property and employees it uses to fulfill its obligations under this Programming Agreement, a general liability policy and will continue to maintain such insurance coverage in full force and effect throughout the Term, and will cause Broker to be named as an additional insured thereunder. Broker will maintain in full force and effect broadcaster's liability insurance naming Licensee as additional insured, and will continue to maintain such insurance coverage in full force and effect throughout the term. The hazards insured against by such policies, and the amounts thereof, are to be substantially similar to the hazards insured against and the amounts of coverage carried by entities of established reputations engaged in the same or similar business as Licensee or Broker, as the case may be.

6) Programs. All Broker Programs shall be prepared and presented in conformity with the standards set forth in Exhibit B and with FCC policies and rules, including those set forth in Section 73.503, concerning the broadcast of noncommercial programs.

7) Payment Terms and Conditions.

7.1 Upon the Effective Date of this Programming Agreement, and pursuant to the terms of the LOI, Broker shall make an escrow deposit of One Hundred Seventy Five Thousand Dollars (\$175,000.00) (the "Escrow Deposit") pursuant to a mutually acceptable escrow agreement (the "Escrow Agreement")

which Escrow Deposit shall be used strictly to (a) pay for the Operating Costs (as hereinafter defined) with respect to the operation of the Station, and (b) if Licensee chooses, to service the Licensee's US Bank tax-exempt bond financing debt (the "Licensee Debt Service"). The Escrow Deposit shall remain subject to all terms and conditions of the LOI. Use of the Escrow Deposit for Licensee Debt Service or any other purpose other than the Operating Costs of the Station, will be reimbursed by Licensee to Broker at Closing or applied to the purchase price. It is understood that no part of the Escrow Deposit, funds derived from the Pledge Drive or funds derived from underwriting support (as provided in paragraph 9, below), will be used for operational costs of KCPW-AM or KPCW-FM. For purposes of this Programming Agreement, Operating Costs of the Station shall include but not be limited to personnel (including the General Manager of the Station and the one (1) employee who oversees programming), including salary and benefits, utilities, rent, programming costs and fees, including NPR dues, and other normal costs incurred in the operation of the Station, and any other costs reasonably incurred in order to operate the Station during the term of this Programming Agreement. During the term of this Programming Agreement, Broker agrees to use its best efforts to maintain Operating Costs of the Station at a level consistent with operating costs of public radio news/information stations in a similar size market and not to exceed the level of operating costs of the Station for the period immediately preceding the Effective Date. Licensee agrees to provide to Broker upon request a full and accurate accounting of the Escrow Deposit.

7.2 In the event that, upon termination of this Programming Agreement, this Programming Agreement is in effect for less than a full month, the consideration to be paid shall be prorated such that Licensee shall be compensated for that portion of the month during which the Programming

Agreement is in effect. In addition, Broker will receive a pro rata credit against the payments due under this Paragraph 7 for any part of the Broadcasting Period in excess of six hours per broadcast month during which Licensee does not, for any reason other than Broker's failure or refusal to deliver the Broker Programs to Licensee, broadcast the Broker Programs.

8) Expenses and Taxes; Proceeds. Each party will be responsible for all expenses and taxes incurred or imposed with respect to its property, employees, or operations. Without limiting the generality of the foregoing, Licensee will employ and be responsible for the salaries, taxes, insurance, and related costs for all personnel used in the production of the Broker Programs and for delivering the Broker Programs to the Station and shall pay for all costs associated with its program production, and for all fees to ASCAP, BMI, and SESAC and for any other copyright fees attributable to the public performance of the Broker Programs. Licensee shall also pay for all costs associated with Arbitron or any other ratings service to which it may subscribe. Licensee will pay and be responsible for all costs of operating, owning, and controlling the Station in accordance with FCC rules and policies, its licensee obligations and other applicable law, including lease expenses for the studio and transmitter site, equipment insurance, electrical expenses for the Station transmitter and Studios, costs of maintaining the Station's transmitting facilities, the charges for a phone line to the studio, and similar items. Licensee will also be responsible for the salaries, taxes, insurance, and related expenses for the Station Personnel.

Licensee and Broker acknowledge that Broker may during the term of this Programming Agreement conduct an on-air pledge drive(s) for the benefit of the Station. In such event it is agreed that seventy five percent 75% of the funds so raised by Broker will be maintained in a mutually acceptable escrow

account and twenty five percent (25%) shall be released to Broker for the Operating Costs of the Station during the term of this Programming Agreement. Broker agrees that any funds solicited on air must be used for the benefit of the Station pursuant to federal law.

In the event that Broker accepts any donation from a pledge drive or capital campaign for the benefit of the Station in an amount exceeding \$1,000.00, then Broker shall require that donor to execute an acknowledgment ("Donor Acknowledgement"), the form which shall be mutually agreed to by Licensee and Broker, that recites the fact that Broker is attempting to purchase the Station and that in the event that Broker fails to purchase the Station then the donor waives its right to seek reimbursement from Licensee; provided, however, it is understood and agreed that this provision shall have no applicability with respect to Broker's efforts and fund raising activities to raise and acquire funds for the Purchase Price (as defined in the LOI) and related expenses such as legal and accounting fees.

Broker similarly agrees to require its members, officers and employees to sign a waiver ("Waiver"), to be mutually agreed to by the Licensee and Broker, in which the signatory waives any right he or she may have to object to, protest, delay or interfere with the sale of the Station to some entity other than Broker should Broker fail in its own attempt to acquire the Station and such failure is not by reason of Licensee failing to comply with the terms and conditions of the LOI and/or the Agreement (as defined in the LOI).

9) Licenses; Compliance with Law. During the Term, Licensee will operate its properties in accordance with the rules, regulations, and policies of the FCC and maintain the validity of all of its licenses and other permits and authorizations necessary for the operation of the Station as presently conducted (including FCC licenses, permits, and authorizations).



10) Call Signs. Licensee will continue to use the call sign "KCPW-FM", or whatever other call sign it obtains from the FCC, and Broker will acquire no rights to such call sign by virtue of this Programming Agreement.

11) Default.

11.1 Broker Events of Default. An Event of Default by Broker will be deemed to occur if Broker materially breaches or violates, or fails to observe or perform, any obligation, covenant, condition or agreement imposed upon it under this Programming Agreement, including the failure or refusal to pay the consideration set forth herein.

11.2 Licensee's Events of Default. An Event of Default by Licensee will be deemed to occur if Licensee materially breaches or violates, or fails to observe or perform, any obligation, covenant, condition or agreement imposed upon it under this Programming Agreement, including the failure or refusal to rebroadcast the Broker Programs, other than as permitted by this Programming Agreement.

11.3 Cure Period. Except with respect to a failure to make the Escrow Deposit specified in Section 7.1 of this Programming Agreement, for which no cure period shall be provided, an Event of Default will not be deemed to have occurred until ten (10) days 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 under this Programming Agreement and the default has not been cured within such 10-day period.

11.4 Remedies Upon Default. In the event of the occurrence of an Event of Default, the non-defaulting party may terminate this Programming Agreement, and, except as otherwise provided in this

Programming Agreement, pursue all remedies available at law or in equity for breach of this Programming Agreement.

11.5 Liabilities Upon Termination. After termination of this Programming Agreement, Broker shall continue to be responsible for all liabilities, debts, and obligations of Broker resulting from the use of air time and transmission facilities including, without limitation, accounts payable, barter agreements, and unaired advertisements, but not for Licensee's federal, state, local, and other tax liabilities associated with Broker's payments to Licensee as provided herein.

12) Authority. Licensee and Broker each represents that it has the power and authority to enter into this Programming Agreement and to consummate the transactions contemplated by this Programming Agreement. Each further represents that it is duly qualified and in good standing in its state of formation and is qualified to do business in any state where such qualification is necessary.

13) Modification and Waiver; Remedies Cumulative. No modification or waiver of any provision of this Programming Agreement will be effective unless in writing and signed by both parties. No failure or delay on the part of either party in exercising any right or power under this Programming Agreement will operate as a waiver of such right or power, nor will 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 of such right or power or the exercise of any other right or power. Except as otherwise provided in this Programming Agreement, the rights and remedies provided in this Programming Agreement are cumulative and are not exclusive of any rights or remedies which a party may otherwise have.

14) Successors and Assigns. This Programming Agreement will be binding upon and inure to the benefit of Licensee, Broker and their respective successors and assigns.

15) Counterpart Signatures. This Programming Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

16) Notice. Any notice required under this Programming Agreement must be given in writing. Any payment, notice or other communication will be deemed given when delivered personally, or mailed by certified mail or recognized overnight courier, postage prepaid, addressed as follows (or to such other address designated in writing upon due notice to the other party):

To Licensee:

Community Wireless of Park City, Inc.  
P.O. Box 1372  
Park City, UT 84060  
Attention: Joseph E. Wrona

Copy (which shall not constitute notice) to:

Garvey Schubert Barer  
1000 Potomac Street, N.W.  
Fifth Floor  
Washington, D.C. 20007  
Attention: John Crigler, Esq.

To Broker:

Wasatch Public Media  
2766 Chancellor Place  
Salt Lake City, Utah 84108  
Attention: Ed Sweeney, Esq.

Copy (which shall not constitute notice) to:

Van Cott, Bagley, Cornwall & McCarthy  
36 South State Street, Suite 1900  
Salt Lake City, UT 84111  
Attention: Stephen D. Swindle, Esq.

17) Entire Agreement. This Programming Agreement and its attachments, together with the LOI, embody the entire understanding between the parties with respect to the subject matter of this Programming Agreement. In the event any inconsistency shall exist between the terms and conditions of the LOI and this Programming Agreement, the terms and conditions of the LOI shall prevail.

18) Relationship of Parties. Neither Licensee nor Broker will be deemed to be the agent, partner, or representative of the other party to this Programming Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

19) Force Majeure. The failure of either party hereto to comply with its obligations under this Programming Agreement due to acts of God, strikes or force majeure or due to causes beyond such party's control will not constitute a default under this Programming Agreement and neither party will be liable to the other party therefor, except that any failure of Licensee to rebroadcast the Broker Programs due to such causes shall entitle Broker to pro rata reduction, as set forth in paragraph 7.2. with respect to periods during which such failure continues. In no event shall Licensee be liable for any consequential or incidental damages relating to its failure or inability to air scheduled programming due to circumstances beyond its control.

20) Indemnification.

20.1 Indemnification by Broker. Broker will indemnify and hold harmless Licensee, its members, managers, officers, employees, agents,

and affiliates from and against all liability, including without limitation all reasonable attorneys fees, arising out of or incident to the Broker Programs or the conduct of Broker, its employees, contractors or agents. Without limiting the generality of the foregoing, Broker will indemnify and hold and save Licensee, its members, managers, officers, employees, agents, and affiliates harmless against liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the Broker Programs. Licensee reserves the right to refuse to broadcast any program or programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third party claims to be, in violation of any right of theirs. Broker's obligation to hold Licensee harmless against the liabilities specified above shall survive any termination of this Programming Agreement.

20.2 Indemnification by Licensee. Licensee will indemnify and hold harmless Broker, its officers, directors, shareholders, employees, agents, and affiliates from and against all liability, including without limitation all reasonable attorneys fees, arising out of or incident to any programming broadcast by Licensee or the conduct of Licensee, its employees, contractors, or agents. Without limiting the generality of the foregoing, Licensee will indemnify and hold and save Broker, its officers, directors, shareholders, employees, agents, and affiliates harmless against liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from such programming broadcast by Licensee. Licensee's obligation to hold Broker harmless against the liabilities specified above shall survive any termination of this Programming Agreement.

21) Construction. This Programming Agreement shall be construed in accordance with the internal laws of the State of Utah 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 duly constituted. The parties believe that the terms of this Programming Agreement meet all of the requirements of current FCC policy for time brokerage agreements and agree that they shall negotiate in good faith to meet any FCC concern if they are incorrectly interpreting current FCC policy or that policy is subsequently modified. If the parties cannot agree to a modification or modifications deemed necessary by either party to meet FCC requirements, either party may terminate this Programming Agreement.

22) Payola. Broker agrees that neither it nor its employees will accept any material compensation or any material gift or gratuity of any kind, regardless of its form, including, but not limited to, services or labor, whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is appropriately identified on the air as having paid for or furnished such consideration in accordance with FCC requirements. Broker agrees to execute and provide Licensee with an annual Payola Affidavit, substantially in the form attached hereto as Exhibit C.

23) Interference. In the event that the Closing of the purchase and sale of the Assets described in the LOI fails to occur by reason of the failure of Broker to close, and EMF seeks to purchase the Assets, then and in such event, Broker agrees not to interfere with the said EMF acquisition.

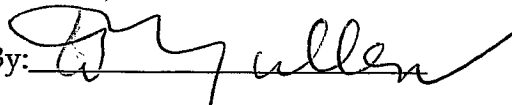
24) Certification. PURSUANT TO SECTION 73.3555(a)(3)(ii) OF THE FCC'S RULES, LICENSEE CERTIFIES THAT IT WILL MAINTAIN ULTIMATE CONTROL OVER THE STATION'S FACILITIES, INCLUDING

CONTROL OVER STATION FINANCES, PERSONNEL AND PROGRAMMING, AND BROKER CERTIFIES THAT THE ARRANGEMENT CONTEMPLATED BY THIS PROGRAMMING AGREEMENT COMPLIES WITH THE PROVISIONS OF SECTION 73.3555(a) OF THE FCC'S RULES.

25) Attorneys Fees. In the event of commencement of suit by either party to enforce the provisions of this Programming Agreement, the prevailing party shall be entitled to receive attorneys' fees and costs as a court may adjudge reasonable in addition to any other relief granted. Attorneys' fees incurred in enforcing any judgment arising out of this Programming Agreement are also recoverable by the prevailing party.

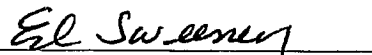
IN WITNESS WHEREOF, the parties have executed this Programming Agreement as of the date first above written.

Community Wireless of Park City, Inc. (Licensee)

By: 

Title: Chair of Board of Trustees

Wasatch Public Media (Broker)

By: 

Title: President

Licensee Public Affairs Programming

Licensee may produce or present up to one hour per week of public affairs programming on the Station. Licensee's public affairs programs shall respond to area needs and interests which it has ascertained and shall be presented at times deemed by Licensee to best meet listening needs. Licensee shall maintain a complete public file (as required by the Federal Communications Commission) and compile and file all required quarterly Issues/Programs lists. Broker shall give Licensee copies of all operating and programming information including, without limitation, EAS announcements and station operating logs, necessary to maintain either such file or those records required to be kept by FCC rule or policy.



**STATEMENT OF STATION POLICIES OF  
LICENSEE**

Community Wireless of Park City, Inc. ("Licensee"), Licensee of Radio Station KCPW-FM (the "Station"), hereby establishes the following standards, practices, policies and regulations to govern the broadcast of all programming aired over the Station. The following standards, practices and policies are to be adhered to in the preparation, writing, production and broadcasting of all advertisements and programs aired over the Station:

1) No Payola Or "Plugola". The mention of any business activity or "plug" for any commercial, professional or other related endeavor on the Station is prohibited, except where contained in a regular commercial message of a sponsor, and where such commercial message contains a sponsorship identification announcement which meets the requirements of Section 317 of the Communications Act of 1934, as amended (the "Communications Act") and Section 73.1212 of the rules of the Federal Communications Commission ("FCC").

2) No Lotteries. Except as expressly permitted under Section 73.1211 of the FCC's Rules, no announcements, messages or programs may be broadcast over the Station (without the express prior written approval of the Licensee) which give any information about or which promote any lotteries or games of chance, including any bingo parties and the like which are to be held by a local church or other non-profit institution or organization. A lottery, for these purposes, is a game or promotion in which a prize is awarded and where the selection of the winner or the amount or nature of the

prize is determined in whole or in part on the basis of chance, and where contestants enter the promotion by paying or giving up any consideration or item of value (e.g., money, substantial time, or substantial energy).

3) Station Identification Announcements Required. A station identification announcement must be broadcast each time the Station goes on the air and when it signs off the air. A station identification announcement must also be broadcast each hour, as close to the top of the hour as feasible, at a natural break in programming, and shall comply with the requirements of Section 73.1201 of the FCC's Rules.

4) Contests and Promotions. In the event that any time broker broadcasts on the Station, or advertises information about, a contest that it conducts, the broker shall comply with Section 73.1216 of the FCC's Rules by fully and accurately disclosing the material terms of the contest and by conducting the contest "substantially as announced". No contest description by any time broker shall be broadcast on the Station where the broker knows that such description is false, misleading or deceptive with respect to any material terms.

5) Obscenity and Indecency Prohibited. No obscene material may be broadcast over the facilities of the Station. No indecent material may be broadcast on the Station during any time when the airing of such programming would be contrary to law or FCC regulations or policies. For these purposes, "indecent" material is defined as language or material that describes sexual or excretory activities or organs in a patently offensive manner, as measured by contemporary community standards for broadcasting. Material will be considered obscene if (a) the average person, applying contemporary community standards, would find that the material appeals to the prurient interest, (b) it describes or depicts, in a patently

offensive manner, sexual conduct as defined by applicable state law, and (c) taken as a whole, it lacks serious literary, artistic, political or scientific value.

6) Advertising. No advertisements as defined by Section 399B of the Communications Act, shall be broadcast over the facilities of the Station.

7) Defamatory Statements Prohibited. No statements which are known to be libelous or defamatory may be broadcast over the facilities of the Station. Libel is a false statement of fact about a person, which tends to injure that person's reputation or otherwise cause injury or damages to that person.

8) "Equal Time" For Political Candidates. If a legally qualified candidate for public office is allowed to appear on the Station during his/her campaign in a "use" of the Station's facilities (as defined in Section 73.1941(b) of the FCC's Rules), his/her legally qualified opponents must be afforded equal opportunities to appear on the air.

9) Sponsorship Identification Announcements. All sponsored programs must (a) contain an announcement stating the fact that the matter broadcast was sponsored or paid for and must disclose the true identity of the person or entity on whose behalf payment was made or promised for the broadcast, or (b) otherwise comply with Section 317 of the Communications Act and Section 73.1212 of the FCC's Rules. Whenever such a sponsorship identification announcement is required, the announcement must be made both at the beginning and conclusion of each program of over five minutes in length. However, if a sponsored broadcast is five minutes or less in duration, only one such announcement is required, and it may be made either at the beginning or the conclusion of the broadcast or announcement.

Programming Agreement  
Exhibit C

STATE OF )  
 ) SS.  
COUNTY OF )

**PAYOLA/PLUGOLA AFFIDAVIT OF**

\_\_\_\_\_  
(name of employee)

1. My name is \_\_\_\_\_
2. My position is \_\_\_\_\_ for  
\_\_\_\_\_  
(position) (employer)
3. I have held this position since \_\_\_\_\_  
(month/year)
4. I understand that the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission require that when a broadcast station transmits any matter for which money, service, or other valuable consideration is either directly or indirectly paid or promised the station or any employee, or charged by or accepted by the station or any employee, then the station must make an announcement that such matter is sponsored, paid for, or furnished, in whole or in part, and must name the supplier of the valuable consideration in the announcement.
5. I understand that if I receive or am promised any money, service, or other compensation for broadcasting any matter, I must disclose this fact to my employer, so that the announcement which my employer is required by law to make can be broadcast.
6. I understand that if I fail to disclose to my employer the receipt or promise of any money, service, or other compensation for broadcasting any matter, I could be found guilty of committing a felony, and that I could be fined up to \$10,000 or imprisoned for up to one year, or both.
7. I have made the proper disclosure to my employer whenever I have received or been promised any compensation for broadcasting any matter.
8. So far as I know, Station KCPW-FM has always properly announced that a broadcast matter was paid for or furnished by the person or organization who supplied the matter or offered compensation for its broadcast.

9. I will neither give nor receive any money, service, or other compensation (from anyone except my employer) in exchange for influencing the preparation or broadcast of any matter on Station KCPW-FM.

10. I, my spouse, and my immediate family do ☐ do not ☐ presently own any interest in (except publicly traded stock, held as an investment), or serve as an officer, director, or employee of any other person, firm or corporation engaged in

- a) The publishing of music;
- b) The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recording, or electrical transcriptions of any program material intended for radio or television 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 television stations;
- e) The wholesale or retail sale of records intended for public purchase;
- f) Advertising on Station KCPW-FM or any other station owned by its licensee (excluding nominal stockholdings in publicly owned companies).

11. The facts and circumstances relating to any such interest listed in 10 above are

none ☐.

as follows ☐.

(Use additional sheet if additional space is necessary)

12. I have read and I understand the foregoing statements, and they are true and correct of my personal knowledge.

\_\_\_\_\_  
(Signature)

Executed on \_\_\_\_\_  
(month/day/year)

STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_, known to me to be  
the individual described in the foregoing affidavit and who executed the foregoing affidavit  
in my presence as their voluntary and willful act.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_