

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT ("*Agreement*") is made as of the 18th day of December, 2014, by and among Trade Route Media, Inc., a California corporation, (hereinafter TRM" or "*Programmer*"), on the one hand, and JLF Communications, LLC., a Texas limited liability company and a wholly owned subsidiary of The RAFTT Corporation (hereinafter "JLF" or "Licensee") on the other hand. Programmer and Licensee are collectively referred to herein as the "*Parties*."

RECITALS

WHEREAS, JLF is the Licensee of main radio station KULF (AM) and is the permittee of FM Translator Station K273CD, [FCC Facility ID 48653 and 144570 respectively] (hereinafter collectively referred to the "*Station*");

WHEREAS, JLF operates the Station, and owns all of the assets of the Station, permits and other authorizations issued to JLF by the Federal Communications Commission (the "*FCC*") relating to the Station (the "*FCC Authorizations*");

WHEREAS, Programmer desires to obtain from JLF, and JLF desires to grant to Programmer, an Option to acquire the Station Assets as defined by a separate agreement.

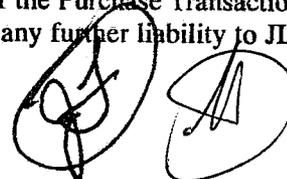
WHEREAS, the Parties intend to enter into an Asset Purchase Agreement in accordance with the terms and conditions of an Option Agreement that is expected to be negotiated and signed by the Parties. Pursuant to the terms and conditions set forth in the anticipated Asset Purchase Agreement, Programmer is to acquire and JLF is to sell the Programmer all of the assets of the Station, permits and other authorizations issued to JLF by the Federal Communications Commission (the "*FCC*") relating to the Station (the "*FCC Authorizations*") (the "*Purchase Transaction*"); and

WHEREAS, pending Programmer's exercise of the Option to Purchase the Station's assets and the subsequent closing of the Purchase Transaction, JLF desires to sell to Programmer airtime on the Station for the broadcast of programs produced, owned or acquired by Programmer, and Programmer has available or will secure radio programs that it desires to have broadcast on the Station and desires to purchase airtime from JLF for the broadcast of such programs, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Agreement Term. The term of this Agreement (the "*Term*") will begin on January 1, 2015 (the "*Commencement Date*") and continue for forty-eight (48) months beyond the Commencement Date (the "*Initial Term*"); provided, however, that at the time of the Closing of the Purchase Transaction, this Agreement shall terminate automatically without Programmer's incurring any further liability to JLF for any remaining fee defined or referred to herein.



2. Programmer's Purchase of Airtime and Provision of Programming. Commencing at 12:01 A.M. Pacific Standard Time on January 1, 2015 (the "**Operational Commencement Date**"), Programmer shall purchase from JLF airtime on the Station for the price and on the terms specified herein contained in Schedule 2, and shall transmit to JLF programming that it produces, owns or acquires (the "**Program**" or "**Programs**") for broadcast on the Station (including via any Station website, if applicable) during the FCC licensed hours of operation (the "**Broadcasting Period**"). JLF may air, during a two (2) hour block of airtime each Sunday from 7AM to 9AM designated on the attached Schedule 1 (the "**Retained Programming Time**"), programming on the Station as necessary in order to fulfill a part of JLF's obligation as an FCC licensee and the Programmer's commitment to serve the needs and interests of the communities the Station serves. At Programmer's cost, Programmer will transmit its Programs to JLF's transmitting facilities for the Station *via* the mode of transmission currently available, or other reasonable means as determined by JLF, and ensure that the Programs meet technical and quality standards at least equal to industry standards for a similar radio station. Programmer shall comply with all rules, regulations, policies and guidelines of the FCC and all applicable laws. During the Term, JLF will not enter into any other time brokerage, joint sales, program provision, local marketing or similar agreement relating to the Station with any person or entity other than Programmer.

3. JLF's Broadcasting Obligations. In return for the payments to be made by Programmer hereunder, JLF shall, beginning on the Operational Commencement Date, broadcast or arrange for the broadcast of the Programs delivered by Programmer during the Broadcasting Period specified in Section 2 above, subject to the provisions of Section 8 below and to the sole right of JLF to reject any Program or Programs which do not meet the technical and quality standards described in Section 2 above.

3. Advertising Sales; Accounts Receivable; Contracts.

3.1 Advertising Sales. Programmer will be exclusively responsible for the sale of advertising time on the Station beginning on the Operational Commencement Date. Programmer shall be entitled to all revenue from the sale of advertising time on the Station during the Programs provided by Programmer pursuant hereto regardless of when or by whom such revenue is collected.

3.2 Accounts Receivable. Programmer shall promptly (but in no event more than five (5) business days after receipt) deliver to JLF any checks received by Programmer for any of JLF's accounts receivable created by the Station prior to the Operational Commencement Date. If the payment relates to an account receivable owed to both Programmer and JLF, Programmer shall deliver the entire check to JLF with a statement indicating the amount due to Programmer and JLF shall pay such amount to Programmer within ten (10) days of receipt of the check.

4. Term Payments. For the rights granted to Programmer under this Agreement, Programmer agrees to pay JLF the amounts set forth in Schedule 2 hereto on the payment terms included therein.

5. Delivery a Condition to Broadcast of Programs. The Station shall begin broadcasting the Programs in accordance with Section 2 above no later than the Operational Commencement Date.

6. Operation, Ownership and Control of the Station. Notwithstanding anything to the contrary in this Agreement, as long as JLF remains the licensee of the Station, JLF will have full authority, power and control over the operation of the Station (including finances, personnel and programming) during the Term, including determinations as to the Station's compliance with all applicable provisions of the rules, regulations and policies of the FCC and all other applicable laws. All employees of Programmer present at the Station or on its premises must comply with the reasonable

(f) JLF shall control all steps necessary or appropriate to maintain the FCC Authorizations. In the event that Programmer shall cause to be broadcast on the Station material the broadcast of which (i) subjects JLF to a material risk of sanction, forfeiture or other penalty imposed by the FCC or other regulatory authority, or (ii) creates a material risk that the FCC Authorizations will not be renewed in the ordinary course or will be revoked, JLF shall be entitled to terminate this Agreement upon two (2) days prior notice; provided, however, that in the event the breach or other action subjecting JLF to risk of sanction or non-renewal is of a nature that can be cured, Programmer shall be entitled to a cure period of five (5) business days. In the event the breach or other action subjecting JLF to risk of sanction or non-renewal is not of a nature that can be cured, this Agreement shall terminate at the end of the two (2) day notice period described above. Notwithstanding anything in this Agreement to the contrary, these cure provisions shall be the sole cure provisions with respect to this Section 7(f) and the cure provisions of Section 12.3 shall not apply to this Section 7(f). It is expressly understood that the termination rights provided in this Section 8(f) are provided solely for the purpose of protecting the FCC Authorizations and accordingly, JLF hereby covenants that such termination rights shall be invoked only to the extent necessary to protect the FCC Authorizations and shall not be exercised in an arbitrary or vindictive manner or for the commercial advantage of JLF.

7. Music Licenses. During the Term, Programmer shall obtain and maintain in full force and effect all music licenses with respect to Programmer's programming for the Station. In furtherance of the foregoing, Programmer shall be solely responsible for and shall promptly and timely pay any and all fees or similar expenses associated with all such music licenses with respect to Programmer's programming for the Station. Notwithstanding anything herein to the contrary, JLF shall maintain all such licenses with respect to programming aired during the Retained Programming Time and shall pay any and all fees or similar expenses associated with such music licenses with respect to programming aired during the Retained Programming Time.

8. Programs.

8.1 Production of the Programs. Programmer agrees that the content of the Programs it transmits to the Station shall conform to all applicable FCC rules, regulations and policies. JLF acknowledges that JLF's right to broadcast the Programs (via radio broadcast or streaming on the web) is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever shall, as between JLF and Programmer, be and remain vested in Programmer.

Programmer shall indemnify, defend and hold harmless JLF, the Station, and JLF's affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns from any and all claims, damages, expenses, costs and liabilities, including reasonable attorneys' fees (at trial and on appeal) and the cost of defense, arising from (a) the actions of Programmer involving Programs broadcast on the Station (or transmitted over the internet) that are furnished by Programmer, (b) the existence on or after the Commencement Date of Programmer's content on the Station's website, or (c) the operation by Programmer of the Station's website on or after the Commencement Date, including but not limited to libel, slander, defamation, unlawful competition or trade practices, indecency, infringement of trademarks, trade names or program titles, violations of rights of privacy, infringements of copyright and proprietary rights, and violations of the Communications Act of 1934, as amended (the "*Communications Act*"), or the rules and regulations of the FCC.

JLF shall indemnify, defend and hold harmless Programmer, its affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns from any and all claims, damages, expenses, costs and liabilities, including reasonable attorneys' fees (at trial and on appeal) and the cost of defense, arising from (a) any programming or other matter broadcast by the Station other than

the Programs, (b) the existence prior to the Commencement Date of content on the Station's website, or (c) the operation by JLF of the Station's website prior to the Commencement Date, including but not limited to libel, slander, defamation, unlawful competition or trade practices, indecency, infringement of trademarks, trade names or program titles, violations of rights of privacy, infringements of copyright and proprietary rights, and violations of the Communications Act or the rules and regulations of the FCC.

The indemnification provisions of this Section 10.1 shall survive the termination of this Agreement.

8.2 Political and Issue Advertising. As JLF must oversee compliance with the political broadcasting rules of the FCC, such as equal opportunities, lowest unit charge, and reasonable access to political candidates, Programmer shall cooperate with JLF to comply with political broadcast matters, and shall supply such information promptly as may be necessary to comply with the political time recordkeeping and public file filings, lowest unit charge requirements and other provisions of federal law, including the Bipartisan Campaign Reform Act, relating to political and issue advertising.

9. Expenses and Access. During the Term, expenses required for the operation of the Station shall be paid as provided in Schedule 2 attached hereto. Notwithstanding the foregoing, JLF shall bear all expenses in respect of programming aired during the Retained Programming Time.

Notwithstanding any other provision hereof to the contrary but subject to any reimbursement obligation under Schedule 6, during the Term, JLF will be responsible for all expenses required for the performance of its obligations under this Agreement, including: (a) the salaries, benefits and similar expenses for those employees of JLF identified in Section 8 above, (b) federal, state and local income and franchise taxes applicable to JLF and/or JLF, (c) capital expenses with respect to the Station's transmission facilities, (d) rent, utilities and insurance with respect to the station's transmission facilities except the radio transmission tower owned by Oaks Park Associations, (e) maintenance and repairs with respect to the Station's transmission facilities, (f) ad valorem property taxes, and (g) depreciation.

JLF grants to Programmer non-exclusive access to the Station's transmitter site and the right to use certain equipment located in the Station's transmitter site during the Term for purposes consistent with JLF's historical use of such site and equipment. JLF grants to Programmer non-exclusive access to its studio facilities during the Term for purposes consistent with JLF's and JLF's rights and obligations under this Agreement. Programmer shall comply with such policies and guidelines of use communicated to Programmer by JLF during the Term hereof while accessing or using the Station's transmitter site. Programmer will be responsible for all damage or misuse of property of the Station caused by Programmer's employees, agents or invitee's (normal wear and tear excepted). Programmer and JLF acknowledge and agree that the rights granted under this Section are not intended in any manner as a lease of such transmitter site or other space. Programmer may, subject to JLF's prior written consent, and further subject to the requirements of the applicable lease, provide, install and maintain at JLF's transmitter site for the Station, at Programmer's sole cost and expense, any equipment necessary for the receipt of the Programs by the Station. Title to any such equipment installed by Programmer shall remain with Programmer, and such equipment shall be removed by Programmer at its sole cost and expense if the Closing for the anticipated Purchase Transaction is not consummated.

10. Call Signs. JLF will retain all rights to the call letters for the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs it delivers for broadcast an announcement in a form satisfactory to JLF at the beginning of each hour of such Programs to identify the Station, as well as any other announcements required by the rules and regulations of the FCC.

11. Events of Default; Termination.

11.1 Programmer's Events of Default. The occurrence of any of the following may be deemed by JLF to be an Event of Default by Programmer under this Agreement:

- (a) Programmer fails to make timely payments in full as provided for in Section 6 of this Agreement;
- (b) Programmer fails to observe or perform any other covenant, condition or obligation contained in this Agreement in any material respect subject to Section 12.3; or
- (c) Any representation or warranty made by Programmer under this Agreement is determined to be untrue at the time of its making in any material respect.

11.2 JLF's Events of Default. The occurrence of any of the following may be deemed by Programmer to be an Event of Default by JLF under this Agreement:

- (a) The Station fails to broadcast the Programs under the terms of this Agreement;
- (b) JLF fails to observe or perform any covenant, condition or obligation contained in this Agreement in any material respect; or
- (c) Any representation or warranty made by JLF under this Agreement is determined to be untrue at the time of its making in any material respect.

11.3 Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) days after the non-defaulting Party has provided the defaulting Party with written notice specifying the Event(s) of Default and such Event(s) of Default remain(s) uncured; provided, however, that if the default is of a nature that it can be cured but not of a nature such that it can be cured within fifteen (15) days through the use of reasonable diligence the defaulting Party shall have more than fifteen (15) days but not more than thirty (30) days to cure such default so long as it promptly commences diligent efforts to accomplish the cure and demonstrates such efforts to the reasonable satisfaction of the non-defaulting Party.

11.4 Termination. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 12.3, a Party that is not then in material default under this Agreement may terminate this Agreement, effective immediately upon written notice to the defaulting Party. This Agreement shall terminate without further action by either Party upon the termination or consummation of the Purchase Transaction. Upon the termination of this Agreement other than as a result of consummation of the Purchase Transaction, the Parties shall cooperate to transition back to JLF the operation of the Station. Upon such termination, the Parties agree to use their respective best efforts to restore each of the Parties, with respect to the Station's assets, to the status quo existing prior to the Operational Commencement Date, and agree to cooperate with one another to bring about the fair and equitable restoration of each such party to its position prevailing prior to such time, except that payments by Programmer to JLF of amounts pursuant to Schedule 6 prior to such termination of this Agreement shall not be refundable to Programmer. The provisions of this Section shall survive the termination of this Agreement.

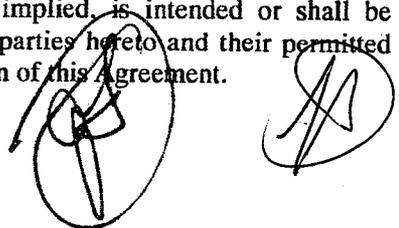
12. Web Site Operations. During the Term, Programmer shall operate the Station's website and related internet and online activities in the manner Programmer chooses in its discretion, assume all obligations relating thereto to the extent arising on or after the Commencement Date, and be entitled to all economic rights associated therewith. During the Term, Programmer shall make all required filings with government agencies and other organizations and shall pay all royalties associated with any internet streaming of the Station's broadcast or any "webcast" associated with the Station's website; provided, however, that such operations comply with all websites and internet policies of JLF.

13. Payola and Plugola. Programmer shall provide to JLF in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to JLF by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Act or the rules and regulation of the FCC. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times endeavor to proceed in good faith to comply with the requirements of Section 317 and 507 of the Communications Act.

14. Authority. JLF and Programmer each have the power to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Neither the execution, delivery, nor performance by JLF or Programmer of this Agreement conflicts with, results in a breach of, or constitutes a default or grounds for termination under any agreement to which JLF or Programmer, respectively, is a party or by which any of them is bound (subject to obtaining consents required for contracts assigned hereunder). The execution and delivery of this Agreement by JLF and Programmer has been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by each of JLF and Programmer and constitutes a legally valid and binding obligation of each such entity, enforceable against each entity in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors' rights generally or equitable principles.

15. Modification and Waiver; Remedies Cumulative; Survival. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of JLF or Programmer in exercising any right or power under this 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 the exercise of any other right or power operate as a waiver. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a Party may otherwise have. The rights of each Party hereunder shall survive the termination of this Agreement as to the covenants and obligation to pay, indemnify or reimburse as provided herein.

16. Assignability; No Third Party Rights. Neither party may assign this Agreement, without the prior written consent of the other party, which consent will not be unreasonably withheld. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.



17. Construction. This Agreement will be construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

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

19. Notice. Any notice required under this Agreement must be in writing. Any payment, notice or other communication will be deemed given when delivered personally, five (5) days after being mailed by certified mail, one (1) day after being sent by recognized overnight courier, postage prepaid, or on the date sent via facsimile, addressed as follows (or to such other address designated in writing upon due notice to the other Party):

If to Programmer:

Trade Route Media, Inc.
Attention: James Y. Su
Title: President/CEO
1773 W. San Bernardino Road
Building C-31-34
West Covina, CA 91791
Telephone: 626-856-3889

With copies to:

Trade Route Media, Inc.
Attn: John Douglas or Greg Douglas
459 Hamilton Avenue, Suite 300
Palo Alto, CA 94301
Facsimile: (650) 638-1875
John@TRMbroadcasting.com
Greg@TRMbroadcasting.com

Roger C. Hsu
Law Offices of Roger C. Hsu
201 S. Lake Avenue
Suite 600
Pasadena, CA 91101
Telephone: 626-792-7936
Telecopier: 626-685-2859
rchl@att.net

If to JLF:

Jerome Friemel, President
The RAFTT Corporation
10614 Rockley Road
Houston, Texas 77099
Telephone: 281-468-8667
Telecopier: 281-879-9944
raftt@sbcglobal.net



20. Entire Agreement. This Agreement embodies the entire agreement and supersedes all prior oral or written understandings between the parties with respect to the subject matter of this Agreement; provided, however, that JLF and Programmer acknowledge that this Agreement does not supersede those portions of the Asset Purchase Agreement addressing matters other than those specifically addressed in this Agreement.

21. Relationships of Parties. Neither JLF nor Programmer will be deemed to be the agent, partner, or representative of the other Party to this Agreement, and neither Party is authorized to bind the other to any contract, agreement or understanding.

22. Force Majeure. The failure of any Party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof or a force majeure or due to causes beyond such Party's control will not constitute an Event of Default under this Agreement, and neither Party will be liable to the other Party therefore. Programmer and JLF each agrees to exercise its best efforts to remedy the conditions of this Section 22 as soon as practicable.

23. Subject to Laws; Partial Invalidity. The obligations of the Parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The Parties agree that JLF and Programmer shall promptly file or cause to be filed a copy of this Agreement with the FCC as required by FCC rules and in the public inspection file of the Station. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal or unenforceable provision. The Parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for time brokerage agreements for radio stations and agree that they shall negotiate in good faith to meet any FCC concern with respect to this Agreement if they are incorrectly interpreting current FCC policy or if FCC policy as hereafter modified so requires. If the Parties cannot agree to a modification or modifications deemed necessary by either Party to meet FCC requirements, the termination provisions of Section 13 above shall apply. The parties further agree that they will make all required filings with the FCC with respect to this Agreement.

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

25. Certification - FCC Rules. Pursuant to Section 73.3555 of the FCC's rules, the Parties certify as follows:

- (a) JLF certifies that it shall at all times maintain ultimate control of the Station's facilities, including, specifically, control over the Station's finances, personnel and programming; and
- (b) Programmer certifies that this Agreement complies with the provisions of Section 73.3555 (a) and (c) of the FCC's rules.

26. Confidentiality. No Party shall disclose the terms of this Agreement to any third party, except as and when such disclosure is required by law.

[signature page follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

Trade Route Media, Inc.,
a California corporation

By: 
James Y. Su
Its: President/CEO

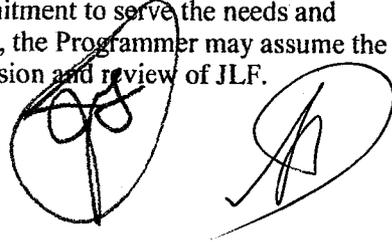
JLF Communications, Inc.
a Texas limited liability company

By: 
Jerome Friemel
Its: President

SCHEDULE 1

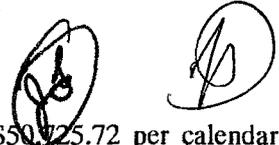
Retained Programming Time

JLF may air, during a two (2) hour block of airtime each Sunday from 7AM to 9AM designated as the "***Retained Programming Time***" programming on the Station as necessary in order to fulfill a part of JLF's obligation as an FCC licensee and the Programmer's commitment to serve the needs and interests of the communities the Station serves. Upon JLF's request, the Programmer may assume the production and broadcasting of said programming under the supervision and review of JLF.



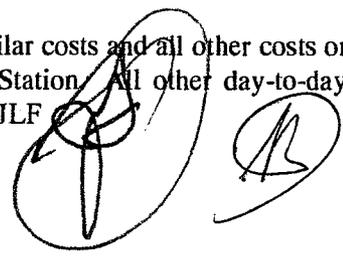
SCHEDULE 2

Payments



(A) Programmer shall pay a fixed monthly fee of \$50,725.72 per calendar month through and including that month which begins forty-eight (48) months from the Commencement Date subject to other terms and conditions of this Agreement. In addition, Programmer shall pay an additional fee of \$7,000 per month to cover Licensee's station operational expenses during the term of this Agreement. These monthly payments shall be paid by Programmer by the 15th day of each month following the month for which payment is due. The monthly fixed fee shall be prorated for any partial calendar month during the Term.

(B) Programmer will pay all music rights fees and similar costs and all other costs or expenses associated with delivering Programmer's programming to the Station. All other day-to-day operating expenses during the Agreement term will be the responsibility of JLF.



SCHEDULE 3

RADIO STATION KULF (AM)

PROGRAMMING RULES AND POLICIES

TIME BROKER agrees to cooperate with Licensee in the broadcasting of programs of the highest possible standard of excellence and for this purpose to observe the following rules and policies in the preparation, writing and broadcasting of its programs.

1. **CONTROVERSIAL ISSUES.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group or persons shall be made during the discussion of controversial issues or public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired.

2. **NO PLUGOLA OR PAYOLA.** The following business activities or "plugs", relating to the payment, acceptance of payment, agreement to pay or agreement to accept payment of money or other consideration is prohibited: (a) taking money, gifts or other compensation from any person for the purpose of playing any record or records on the air; (b) taking money, gifts or other compensation from any person for the purpose of refraining from playing any record or records on the air; (c) taking money, gifts or other compensation from any person for the purpose of promoting any business, charity or other venture without first informing the Stations' General Manager, and (d) promoting any business venture which is unconnected with the Stations on the air without first informing the General Manager. TIME BROKER shall cause each announcer or operator under Time Broker's immediate supervision to execute the Anti-Payola / Plugola Affidavit in form set forth in *Schedule 4* not less than every twelve (12) months during the Term of this Agreement.

3. **ELECTION PROCEDURES.** At least ninety (90) days before the start of any primary or regular election campaign, TIME BROKER will clear with the Stations' general manager the rate Time Broker will charge for the time to be sold to candidates for the public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and Stations policy.

4. **PROGRAMMING PROHIBITIONS.** Time Broker shall not broadcast any of the following programs or announcements:

- (a) **False Claims.** False or unwarranted claims for any product or service.
- (b) **Unfair Imitation.** Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.
- (c) **Indecency.** Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment.
- (d) **Lottery Numbers/Gambling.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited. This prohibition includes announcements with respect to bingo parties and the like which are to be held by a local church, unless expressly permitted by State law.

(e) *No Casino Gambling.* The broadcast of information which promotes the patronizing of gambling casinos is prohibited, except as permitted by state or federal law.

5. **REQUIRED ANNOUNCEMENTS.** Time Broker shall broadcast an announcement in a form satisfactory to LICENSEE the following Announcements:

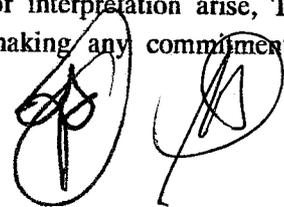
- (a) *Station I.D.* At the beginning of each hour to identify each of the Stations.
- (b) *Time Broker Sponsored Programming.* An announcement at the beginning and end of each broadcast day on each of the Stations to indicate that program time has been purchased by Time Broker.
- (c) Any other announcements that may be required by law, regulation, or Station policy.

6. **RELIGIOUS PROGRAMMING RESTRICTIONS.** Any programming broadcast by the Time Broker is subject to the following restrictions:

- (a) *Respectful of Faiths.* The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.
- (b) *No Denominational Attacks.* Programs shall not be used as a forum for attack on any faith, denomination, or sect or upon any individual or organization.
- (c) *Donation Solicitation.* Requests for donations in the form of a specific amount, for example, \$1.00 or \$5.00, shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the broadcast or the church are permitted.
- (d) *No Ministerial Solicitations.* No invitations by the minister or other individual appearing on the program to have listeners come and visit him or her for consultation or the like shall be made if such invitation implies that the listeners will receive consideration, monetary gain, or cures for illness.

7. **MISCELLANEOUS.**

- (a) *Waiver.* Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.
- (b) *Prior Consent.* In any case where questions of policy or interpretation arise, TIME BROKER should submit the same to Licensee for decision before making any commitments in connection therewith.



SCHEDULE 4

RADIO STATION KULF (AM)

ANTI-PAYOLA / PLUGOLA AFFIDAVIT

I, _____, an employee of Time Broker Trade Route Media, Inc. do hereby state and affirm the following:

(a) That I have read the notices posted at Radio Station KULF (the "Station"), and have received copies of §73.1212 of the Federal Communications Commission's Rules and Regulations;

(b) That I have been fully informed and advised that it is a policy of the Station to fully comply with the above Rules of the Federal Communications Commission and the laws of the United States;

(c) That neither I nor any member of my immediate family have any present direct or indirect ownership interest in (other than an investment in a corporation whose stock is publicly held), serve as an officer or director or, whether with or without compensation, or serve as an employee of, any person, firm or corporation engaged in:

- 1) The publishing of music;
- 2) The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
- 3) The exploitation, promotion or management of persons rendering artistic, production and/or other services in the entertainment field;
- 4) The ownership or operation of one or more radio or television station;
- 5) The wholesale or retail sale of records intended for public purchase;
- 6) Advertising on Station, or any other station owned by its Licensee (excluding nominal stockholdings in publicly owned companies).

(d) That I have not and will not:

- 1) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of playing any record or records on the air;
- 2) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of refraining from playing any record or records on the air;
- 3) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of promoting any business, charity or venture on the air without first informing the Stations' General Manager;
- 4) promote any personal business venture which is unconnected with the Stations without first informing the Stations' General Manager.

(e) That I have been advised and understand that failure to comply with the above rules and requirements will be grounds for my immediate dismissal without prior notice.

Signature and Printed Name

Two handwritten signatures are present at the bottom right of the page. The first signature is a stylized, cursive signature that appears to be 'JF'. The second signature is a more fluid, cursive signature that appears to be 'JF'.