

## **OPERATING AGREEMENT**

OPERATING AGREEMENT ("Agreement"), made this \_\_\_\_ day of June, 2010 by and between ITV Buffalo, LLC, a New York limited liability company (the "Licensee") and Code 3 Broadcasting, LLC, a New York limited liability company (the "Operating Company").

WHEREAS, Licensee and Operating Company are commonly owned and controlled; and

WHEREAS, Licensee is the licensee of television station WNGS, Springville, New York (the "Station"), pursuant to authorizations issued by the Federal Communications Commission ("FCC"); and

WHEREAS, Operating Company is the owner and operator of the equipment, studio and other facilities used and useful in the transmission of the digital television signal of the Station; and

WHEREAS, the Licensee wishes to retain Operating Company to operate the Station in conformity with Station's policies and procedures, the Communications Act of 1934, as amended (the "Act"), FCC rules, regulations and policies and the provisions hereof; and

WHEREAS, Operating Company agrees to use the Station to broadcast such programming of its selection that is in conformity with all rules, regulations and policies of the FCC, subject to Licensee's full authority to manage, control and oversee the operation of the Station; and

WHEREAS, Operating Company and Licensee agree to cooperate to make this Agreement work to the benefit of the public and both parties and as contemplated in 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. STATION AIR TIME**

1.1 Representations. Both Operating Company and Licensee represent that they are legally qualified, empowered and able to enter into this Agreement and that the execution, delivery and performance hereof shall not constitute a breach or violation of any material agreement, contract or other obligation to which either party is subject or by which it is bound.

1.2 Effective Date; Term. The effective date of this Agreement shall be June \_\_\_\_, 2010 ("Effective Date"). It shall continue in force for an initial term ending June \_\_\_\_, 2015, unless otherwise extended or terminated as set forth below.

1.3. Scope. During the term of this Agreement and any renewal thereof, Licensee shall make available to Operating Company broadcast time upon the Station as set forth in this Agreement. Operating Company shall deliver such programming, at its expense, to the Station's transmitter facilities or other authorized remote control points as reasonably designated by Licensee. Subject to Licensee's reasonable approval, as set forth in this Agreement, Operating Company shall provide programming of Operating Company's selection complete with commercial matter, news, public service announcements and other suitable programming to the Licensee.

1.4 Consideration. As consideration for the air time made available hereunder Broker shall make payments to Licensee as set forth in Attachment I.

1.5 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 during any renewal of such term. Licensee will bear all responsibility for Station compliance with all applicable provisions of the Act, the rules, regulations and policies of the FCC and other applicable laws.

1.6 Operating Company Responsibility. Operating Company shall be solely responsible for and pay in a timely manner all operating costs of the Station, including but not limited to, maintenance of the studio and transmitting facilities and costs of all utilities, costs of its programming, lease payments, and taxes. Operating Company shall be responsible for the salaries, taxes, insurance and related costs for all personnel employed by the Operating Company and shall maintain insurance satisfactory to Licensee covering the Station's transmission facilities and studios. During the term of this Agreement and any renewal hereof, Operating Company agrees to perform, without charge, routine monitoring of the Station's transmitter performance and tower lighting by remote control as required by FCC rules. Any new equipment purchased by Operating Company to improve the operation of the Station shall become the property of Operating Company. Operating Company shall be solely responsible for any expenses incurred in the origination and/or delivery of programming from any remote location and for any publicity or promotional expenses incurred by Operating Company, including, without limitation, license fees for all programming provided by Operating Company.

1.7 Contracts. Operating Company will enter into no third-party contracts, leases or agreements which will bind Licensee in any way except with Licensee's prior approval, such approval shall not be unreasonably withheld.

## SECTION 2. STATION'S OBLIGATION TO ITS COMMUNITY OF LICENSE

2.1. Licensee Authority. Notwithstanding any other provision of this Agreement, Operating Company recognizes that Licensee has certain obligations to broadcast programming to meet the needs and interests of its community of license. From time to time the Licensee shall air specific 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. Although both parties shall cooperate in the broadcast of emergency information over the Station, Licensee shall also retain the right to interrupt Operating Company's programming in case of an emergency or for programming which, in the reasonable good faith judgment of Licensee, is of greater local or national public importance. Licensee shall also coordinate with Operating Company the Station's hourly station identification and any other announcements required to be aired by FCC rules. Licensee shall continue to maintain a main studio and its local public inspection file in accordance with FCC rules, regulations and policies, and shall 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. Operating Company shall, upon request by Licensee, provide Licensee with such information concerning Operating Company's programs and advertising as is necessary to assist Licensee in the preparation of such information. Operating Company, on behalf of Licensee shall also maintain the station logs, receive and respond to telephone inquiries, and control and oversee any remote control point which may be established for the Station.

### SECTION 3. STATION'S PROGRAMMING POLICIES

3.1 Broadcast Station Programming Policy Statement. Licensee has adopted and will enforce a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Attachment II hereto and which may be amended in a reasonable manner from time to time by Licensee upon notice to Operating Company. Operating Company agrees and covenants to comply in all material respects with the Policy Statement, to all rules and regulations of the FCC, including those relating to Children's Programming, and to all changes subsequently made by Licensee or the FCC. Operating Company 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 II hereto. All advertising spots and promotional material or announcements shall comply with applicable federal, state and local regulations and policies and shall be produced in accordance with quality standards established by Operating Company. If Licensee reasonably determines that a program supplied by Operating Company is unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement it may, upon prior written notice to Operating Company, suspend or cancel such program without liability to Operating company. Licensee will use all reasonable efforts to provide such written notice to Operating Company prior to the suspension or cancellation of such program.

3.2 Licensee Control of Programming. Operating Company recognizes that the 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 Operating Company's programming which Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest. Operating Company 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.

3.3 Operating Company Compliance with Copyright Act. Operating Company represents and warrants to Licensee that Operating Company has full authority to broadcast its programming on the Station, and that Operating Company shall not broadcast any material in violation of the Copyright Act. All programming supplied by Operating Company shall be: (i) licensed by the authorized owner of the programming; (ii) in the public domain; or (iii) cleared at the source by Operating Company. Operating Company 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 Operating Company.

3.4 Sales. Operating Company shall retain all revenues from the sale of advertising time within the programming it provides to the Licensee. Operating Company 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.

3.5 Payola. Operating Company agrees that it will not 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 Operating Company 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. Operating Company agrees to annually, or more frequently at the request of the Licensee, execute and provide Licensee with a Payola Affidavit from each of its employees involved with the Station substantially in the form attached hereto as Attachment III.

3.6 Cooperation on Programming. Licensee shall, on a regular basis, cooperate with Operating Company to assess the issues of concern to its community and address those issues in its public service programming. Operating Company, in cooperation with Licensee, will endeavor to ensure that programming responsive to the needs and interests of the community of license and surrounding area is broadcast, in compliance with applicable FCC requirements. Licensee will describe those issues and the programming that is broadcast in response to those issues and place issues/programs lists in the Station's public inspection files as required by FCC rules. Further, Licensee may request, and Operating Company shall provide, information concerning such of Broker's programs as are responsive to community issues so as to assist Licensee in the satisfaction of its public service programming obligations.

3.7 Staffing Requirements. Operating Company will be in full compliance with the main studio staff requirements as specified by the FCC.

## SECTION 4. INDEMNIFICATION

4.1 Operating Company's Indemnification. Operating Company shall indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description (collectively, "Damages") resulting from (i) Operating Company's breach of any representation, warranty, covenant or agreement contained in this Agreement, or (ii) any action taken by Operating Company or its employees and agents with respect to the Station, or any failure by Operating Company or its employees and agents to take any action with respect to the Station, including, without limitation, Damages relating to violations of the Act or any rule, regulation or policy of the FCC, slander, defamation or other claims relating to programming provided by Operating Company or Operating Company's broadcast and sale of advertising time on the Station.

4.2 Licensee's Indemnification. Licensee shall indemnify and hold harmless Operating Company from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, arising out of Licensee's operations and broadcasts to the extent permitted by law and any action taken by the Licensee or its employees and agents with respect to the Station, or any failure by Licensee or its employees and agents to take any action with respect to the Station.

4.3 Limitation. Neither Licensee nor Operating Company shall be entitled to indemnification pursuant to this section unless such claim for indemnification is asserted in writing delivered to the other party.

4.4 Operating Agreement Challenge. If this Agreement is challenged at the FCC, whether or not in connection with the Station's license renewal applications, counsel for the Licensee and counsel for the Operating Company shall jointly defend the Agreement and the parties' performance thereunder throughout all FCC proceedings at the sole expense of the Operating Company. 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, at Operating Company's option and expense, seek reversal of the Staff's decision and approval from the full Commission or a court of law.

## SECTION 5. ACCESS TO OPERATING COMPANY MATERIALS AND CORRESPONDENCE

5.1 Political Advertising. Operating Company shall cooperate with Licensee to assist Licensee in complying with all rules of the FCC regarding political broadcasting. Licensee shall promptly supply to Operating Company, and Operating Company 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 Operating Company, shall develop a statement which discloses its political broadcasting policies to political candidates, and Operating Company shall follow those policies and rates in the sale of political programming and advertising. In the event that Operating Company 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, Operating Company shall release broadcast time and/or advertising availabilities to Licensee at no cost to Licensee; provided, however, that all revenues realized by Licensee as a result of such a release of advertising time shall be immediately paid to Operating Company.

## SECTION 6. TERMINATION AND REMEDIES UPON DEFAULT

6.1 Termination. In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below by either Licensee or Operating Company 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) subject to the provisions of Section 7.9, this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(b) the other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days of notice from the non-breaching party;

(c) the mutual consent of both parties;

(d) 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 and this Agreement cannot be reformed, in a manner acceptable to Buyer and Seller, to remove and/or eliminate the violation;

(e) a change in the ownership of the Parties to the extent that the Parties are not commonly owned or controlled.

6.2 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 and any other cause not reasonably within the control of Licensee, or for power reductions necessitated for maintenance of the Station or for maintenance of other Station located on the tower from which the Station will be broadcasting, shall not constitute a breach of this Agreement and Licensee will not be liable to Broker for reimbursement or reduction of the consideration owed to Licensee.

6.3 Other Agreements. During the term of this Agreement or any renewal hereof, Licensee will not enter into any other time brokerage, program provision, local management or similar agreement with any third party.

## SECTION 7. MISCELLANEOUS

7.1 Right to Assign. Neither this Agreement nor any of the rights, interests or obligations of Licensee hereunder shall be assigned, encumbered, hypothecated or otherwise transferred without the prior written consent of Licensee.

7.2 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.

7.3 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.

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

7.5 Governing Law. The obligations of Licensee and Operating Company 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 the Agreement will be governed by the laws of the State of New York.

7.6 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) sent by telecopy (with receipt personally confirmed by telephone), delivered by personal delivery, or sent by commercial delivery service or certified mail, return receipt requested, (iii) deemed to have been given on the date telecopied with receipt confirmed, the date of personal delivery, or the date set forth in the records of the delivery service or on the return receipt, and (iv) addressed as follows:

To Licensee: Mr. Phillip Arno  
ITV Buffalo, LLC  
9930 Keller Road  
Clarence Center, New York 14032

Copy to: Anthony D. Mancinelli, Esq.  
Harter Secrest & Emery, LLP  
Twelve Fountain Plaza  
Suite 400  
Buffalo, New York 14202  
Telecopy: (716) 853-1617  
Telephone: (716) 844-3733

To Operating  
Company:

Phillip Arno  
Code 3 Broadcasting, LLC  
9930 Keller Road  
ClarenceCenter, New York 14032

Copy to:

Anthony D. Mancinelli, Esq.  
Harter Secrest & Emery, LLP  
Twelve Fountain Plaza  
Suite 400  
Buffalo, New York 14202  
Telecopy: (716) 853-1617  
Telephone: (716) 844-3733

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 7.8.

7.7 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with all then existing FCC rules and policies which may be applicable, while attempting to preserve, as closely as possible, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

7.8 Specific Performance. The parties recognize that in the event Licensee should refuse to perform under the provisions of this Agreement, monetary damages alone will not be adequate. In the event that Operating Company is not itself in material default or breach of this Agreement, Operating Company shall therefore be entitled to obtain specific performance of all terms of this Agreement. In the event of any action to enforce this Agreement, Licensee hereby waives the defense that there is an adequate remedy at law. Licensee shall also have the right to obtain specific performance of all the terms of this Agreement.

7.9 No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between the Licensee and the Operating Company.



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

OPERATING COMPANY:   ITV BUFFALO, LLC

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

Phillip Arno  
Managing Member

LICENSEE:               CODE 3 BROADCASTING, LLC

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

Phillip Arno  
Managing Member

## **ATTACHMENT I**

### **Consideration**

## **ATTACHMENT II**

### **BROADCAST STATION PROGRAMMING POLICY STATEMENT**

The following sets forth the policies generally applicable to the presentation of programming and advertising over Station WNGS. All programming and advertising broadcast by the Station must conform to these policies and to the provisions of the Communications Act of 1934, as amended (the "Act"), and the Rules and Regulations of the Federal Communications Commission ("FCC").

#### **Station's Identification**

The Station must broadcast a Station identification announcement once an hour as close to the hour as feasible in a natural breach in the programming. The announcement, visually or audibly must include (1) the Station's call letters, and simultaneously or followed immediately by (2) the Station's city of license.

#### **Broadcast of Telephone Conversations**

Before recording a telephone conversation for broadcast or broadcasting such a conversation simultaneously with its occurrence, any party to the call must be informed that the call will be broadcast or will be recorded for later broadcast, and the party's consent to such broadcast must be obtained. This requirement does not apply to calls initiated by the other party which are made in a context in which it is customary for the Station to broadcast telephone calls.

#### **Sponsorship Identification**

When money, service or other valuable consideration is either directly or indirectly paid or promised as part of an arrangement to transmit any programming, the Station at the time of broadcast shall announce (1) that the matter is sponsored, either whole or in part; and (2) by whom or on whose behalf the matter is sponsored. Products or services furnished to the Station in consideration for an identification of any person, product, service, trademark or brand name shall be identified in this manner.

In the case of any political or controversial issue broadcast for which any material or service is furnished as an inducement for its transmission, an announcement shall be made at the beginning and conclusion of the broadcast stating (1) the material or service that has been furnished; and (2) the person(s) or association(s) on whose behalf the programming is transmitted. However, if the broadcast is 5 minutes duration or less, the required announcement need only be made either

at its beginning or end. Prior to any sponsored broadcast involving political matters or controversial issues, the Station shall obtain a list of the chief executive officers, members of the executive committee or board of directors of the sponsoring organization and shall place this list in the Station's public inspection files.

#### Payola/Plugola

The Station, the personnel, or the Operating Company shall not accept or agree to accept from any person any money, service or other valuable consideration for the broadcast of any matter unless such fact is disclosed to the Station so that all required Station identification announcements can be made. All persons responsible for station programming must, from time to time, execute such documents as may be required by Station's management to confirm their understanding of and compliance with the FCC's sponsorship identification requirements.

#### Rebroadcasts

The Station shall not rebroadcast the signal of any other broadcast Station without first obtaining such Station's prior written consent to such rebroadcast.

#### Fairness

The Station shall seek to afford coverage to contrasting viewpoints concerning controversial issues of public importance.

#### Personal Attacks

The Station shall not air attacks upon the honesty, character, integrity or like personal qualities of any identified person or group. If such an attack should nonetheless occur during the presentation of views on a controversial issue of public importance, those responsible for programming shall submit a tape or transcript of the broadcast to station management and to the person attacked within 48 hours, and shall offer the person attacked a reasonable opportunity to respond.

#### Political Editorials

Unless specifically authorized by Station's management, the Station shall not air any editorial which either endorses or opposes a legally qualified candidate for public office.

### Political Broadcasting

All “uses” of the Station by legally qualified candidates for elective office shall be in accordance with the Act and the FCC’s Rules and policies, including without limitation, equal opportunities requirements, reasonable access requirements, lowest unit charge requirements and similar rules and regulations.

### Obscenity and Indecency

The Station shall not broadcast any obscene material. Material is deemed to be obscene if the average person, applying contemporary community standards in the local community, would find that the material, taken as a whole, appeals to the prurient interest; depicts or describes in a patently offensive way sexual conduct specifically defined by applicable state law; and taken as a whole, lacks serious literary artistic, political or scientific value.

The Station shall not broadcast any indecent material outside of the periods of time prescribed by the FCC. Material is deemed to be indecent if it includes language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs.

### Billing

No entity which sells advertising for airing on the Station shall knowingly issue any bill, invoice or other document which contains false information concerning the amount charged or the broadcast of advertising which is the subject of the bill or invoice. No entity which sells advertising for airing on the Station shall misrepresent the nature or content of aired advertising, nor the quantity, time of day, or day on which such advertising was broadcast.

### Contests

Any contests conducted on the Station shall be conducted substantially as announced or advertised. Advertisements or announcements concerning such contests shall fully and accurately disclose the contest’s material terms. No contest description shall be false, misleading or deceptive with respect to any material term.

### Hoaxes

The Station shall not knowingly broadcast false information concerning a crime or catastrophe.

### Emergency Information

Any emergency information which is broadcast by the Station shall be transmitted immediately.

### Lottery

The Station shall not advertise or broadcast any information concerning any lottery (except approved state lotteries). The Station may advertise and provide information about lotteries conducted by non-profit groups, governmental entities and in certain situations, by commercial organizations, if and only if there is no state or local restriction or ban on such advertising or information and the lottery is legal under state or local law. Any and all lottery advertising must first be approved by Station's management.

### Advertising

The Station shall comply with all federal, state and local laws concerning advertising, including without limitation, all laws concerning misleading advertising, and the advertising of alcoholic beverages.

### Programming Prohibitions

Knowing broadcast of the following types of programs and announcements is prohibited.

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

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

Commercial Disparagement. Any unfair disparagement of competitors or competitive goods.

Profanity. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, as evaluated by Station's management.

Violence. Any programs which are excessively violent.

Unauthorized Testimonials. Any testimonials which cannot be authenticated.

**ATTACHMENT III**

**Payola Statement**

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/She is \_\_\_\_\_ for \_\_\_\_\_.
2. He/She 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/her 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/she 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.
5. In the future, he/she will not pay, promise to pay, request or receive any service, money, or any other valuable consideration, direct or indirect, from a third party, in exchange for the influencing of, or the attempt to influence, the preparation of presentation of broadcast matter on Station \_\_\_\_\_.
6. Nothing contained herein is intended to, or shall prohibit receipt or acceptance of anything with the expressed knowledge and approval of my employer, but henceforth any such approval must be given in writing by someone expressly authorized to give such approval.



7. He/She, his/her spouse and immediate family do \_\_\_\_ do not \_\_\_\_ 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 of, 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 transcription of any program material intended for radio broadcast use;
3. The exploitation, promotion or management or persons rendering artistic, production and/or other services in the entertainment field;
4. The ownership or operation of one or more radio or television stations;
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).

8. The facts and circumstances relating to such interest are none \_\_\_\_ as follows \_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2010

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

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