

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
<b>Multicultural Radio Broadcasting Licensee, LLC</b>	)	FRN: 0010215812
	)	
WZRC (AM), New York, NY	)	Facility Id: 27398
	)	File #: 0000182573
	)	
WHWH (AM), Princeton, NJ	)	Facility Id: 47426
	)	File #: 0000182604
	)	
WPAT (AM), Paterson, NJ	)	Facility Id: 51661
	)	File #: 0000182686
	)	
WKDM (AM), New York, NY	)	Facility Id: 71137
	)	File #: 0000182689
	)	
WTTM (AM), Lindenwold, NJ	)	Facility Id: 87111
	)	File #: 0000182588
	)	
WWRU (AM), Jersey City, NJ	)	Facility Id: 87123
	)	File #: 0000182675

To: The Commission

Attn: Media Bureau

**REPLY TO OPPOSITION TO MOTION TO STRIKE UNAUTHORIZED PLEADING**

1. The Ukrainian Congress Committee of America, Inc. (“UCCA”), by counsel, hereby Replies to the Opposition to Motion To Strike Unauthorized Pleading, which Multicultural Radio Broadcasting Licensee, LLC (“Multicultural Radio”) filed in this license renewal proceeding. As set forth in the Petition to Deny, Multicultural Radio, Way Broadcasting Licensee, LLC, (“Way Broadcasting”) and KALI-FM Licensee, LLC. (“KALI-FM Licensee”) are radio station groups whose controlling shareholders are Arthur Liu and Yvonne S. Liu.

2. The FCC expects its licensees to be truthful and to follow the Commission's rules.<sup>1</sup>

Arthur and Yvonne Liu have repeatedly demonstrated that they cannot be relied upon to do either. As UCCA demonstrated in previous pleadings, Arthur and Yvonne Liu have repeatedly failed to comply with the simplest of the Commission's rules. Their Opposition is no different. UCCA filed its Motion to Strike on June 10, 2022. Multicultural Radio had until June 21, 2022, to file an Opposition. See Section 1.45(b). Without explanation or an accompanying motion to accept late-filed pleading, Multicultural Radio submitted its Opposition on June 27, 2022, a week late. This is not the first such failure to comply with the rules. Multicultural Radio has failed to submit a declaration under penalty of perjury. When it submitted a declaration, it was not from an officer or director of Multicultural Radio, but rather from a registered agent of the Russian government. It has failed to comply with pleading font size requirements and has failed to submit with its pleading a table of contents and summary. These may seem like small matters, but they are symptoms of a deeper rot in the structure and operations of Multicultural Radio.

3. Concerning the above captioned stations, Multicultural Radio, with the exception of WZRC(AM), admits that it has failed to properly file its programming agreements. Further, Multicultural Radio has failed to provide Online Public Inspection File ("OPIF") links to its above-captioned station's websites. These repeated failures are not surprising. Arthur and Yvonne Liu are not in the broadcast business. Nor do they serve the public interest. They are absentee landlords, collecting rents for the use of the radio frequencies they have acquired. By

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<sup>1</sup> *Policy Regarding Character Qualifications in Broadcast Licensing*, Report, Order and Policy Statement, 102 FCC 2d 1179, n. 60 recon. granted in part, 1 FCC Rcd 421 (1986) ("*1986 Character Policy Statement*"), modified, 5 FCC Rcd 3252 (1990) ("*1990 Character Policy Statement*"), on reconsideration, 6 FCC Rcd 3448 (1991), modified in part, 7 FCC Rcd 6564 (1992).

way of a further example, WZHF's Certificates of Pre-Filing and Post-Filing Announcements for its license renewal were prepared by Libby Parris. Based on internet searches, Ms. Parris is not an employee of Way Broadcasting, or any company connected with Arthur and Yvonne Liu. It appears that she was hired by Arnold Ferolito, of RM Broadcasting, LLC. Arthur and Yvonne Liu admit in the Opposition, they do not have the time to monitor their radio stations, or to be involved in day-to-day operations. "Instead, these duties are delegated..." to, for example, Ferolito. Opposition at p.3. Ferolito lives in Florida and has no interest in what is broadcast on WZHF, other than meeting the requirements of his Services Agreement with the Russian government. His interests, like Arthur and Yvonne Liu's, begin and end with the cashing of checks from the Russian government. Thus, Ms. Parris was tasked with the licensee's responsibility to certify that the pre-filing and post-filing announcements were broadcast. In her pre-filing certification, Ms. Parris states, "Further information concerning the Commission's broadcast license renewal process is available at WZHF(AM) [12231](#) New Hampshire Avenue, Suite 207, Silver Spring, MD 20904..." See, Exhibit 1 (emphasis added). In her post-filing certification Ms. Parris states: "Further information concerning the Commission's broadcast license renewal process is available at WZHF(AM) [13321](#) New Hampshire Avenue, Silver Spring, MD 20904..." See, Exhibit 2 (emphasis added). An internet search reveals that there is no office or commercial building located at 12231 New Hampshire Avenue; in fact, it does not appear to be a viable address. Yet no one, not Arthur and Yvonne Liu or their few employees, not Ferolito, no one, reviewed the certifications or noticed so fundamental an error as an incorrect licensee address. This begs the question of whether the announcements were broadcast. Arthur and Yvonne Liu cannot know, after all they "can't possibly be expected to listen to all of

the programing that is aired.” Opposition, p. 3.<sup>2</sup> Ferolito certainly is not listening. Perhaps Arthur and Yvonne Liu can provide an affidavit from someone in Moscow who might know the answer to whether Multicultural Radio broadcast its pre- and post-license renewal announcements, as it appears only the Russian government is aware of what is being broadcast on WZHF.

4. UCCA has conclusively demonstrated that Arthur and Yvonne Liu cannot be relied on to follow the FCC’s rules. By their own admission they simply delegate licensee duties to individuals who do not know the FCC’s rules or who just don’t care. In the case of WZHF, as discussed in UCCA’s Motion to Strike, this delegation of licensee responsibilities has gone so far as to leave the Russian government in de facto control of the station.

5. Arthur and Yvonne Liu consistently delegate all responsibility concerning the operations of their stations to third parties, such as Ms. Parris, who, unsurprisingly, are unable or unwilling to comply with the rules. This is bad enough and ample ground for the denial of the renewal of their licenses. Significantly, however, Arthur and Yvonne Liu cannot be relied on to be truthful with the FCC. In its Opposition, Exhibit 1, Arthur and Yvonne Liu submitted a document which they claim is the time brokerage agreement (“TBA”) with RM Broadcasting. But it is not a time brokerage agreement. A time brokerage agreement has a specific, defined meaning in the Commission’s rules. Section 73.3555(j)(3) provides:

j. “Time brokerage” (also known as “local marketing”) is the sale by a licensee of discrete blocks of time to a “broker” that supplies

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<sup>2</sup> In its Motion to Strike the “UCCA Motion to Strike Unauthorized Pleading” Multicultural Radio attacks UCCA stating that “UCCA submitted a defective Affidavit from a person claiming to listen to stations in several different foreign languages that he does not claim to understand.” This, of course, is not the case or a requirement under the FCC’s rules. However, what is clear from the Opposition, is that UCCA’s Andrew Burak has spent more time monitoring the above-captioned radio stations than Arthur and Yvonne Liu.

the programming to fill that time and sells the commercial spot announcements in it.

3. Every time brokerage agreement of the type described in this Note shall be undertaken only pursuant to a signed written agreement that shall contain a certification by the licensee or permittee of the brokered station verifying that it maintains ultimate control over the station's facilities including, specifically, control over station finances, personnel...

The so-called time brokerage agreement which Arthur and Yvonne Liu submitted as an exhibit to the Opposition is a futile attempt on their part to demonstrate that they comply with the FCC's time brokerage rule. They do not. The agreement does not contain the required details as to finances, personnel and programming and a certification from Way Broadcasting. Significantly, Arthur and Yvonne Liu's own FCC counsel acknowledged that there is no Time Brokerage Agreement with RM Broadcasting. On March 7, 2022, undersigned counsel sent an email to Mark Lipp, counsel for Multicultural Radio and Way Broadcasting requesting pursuant to Section 73.3526(e)(5) that all required documents not included in WZHF's public file be made available to undersigned counsel. Attorney Lipp, on behalf of his client, replied that he found 12 document responsive to counsel's request. He also wrote: "If you are looking for a Time Brokerage Agreement, there is none." Exhibit 3 (emphasis added). On March 7, 2022, counsel for Arthur and Yvonne Liu stated that there was no TBA. And clearly there was none, within the meaning of the FCC's rules. The agreement submitted with the Opposition has no certification that the licensee maintains ultimate control over the station's facilities including, specifically, control over station, finances, personnel and programming. Nor do Arthur and Yvonne Liu, in fact, control the station. It is the Russian government, through its agent Ferolito, not Arthur and Yvonne Liu, who manages the day-to-day operations of the station. Yet, there is nothing in the agreement that delegates these duties to RM Broadcasting. For example, nothing on the face of

the agreement authorizes or requires Ferolito to prepare issues and program lists or to perform any function for the station. The only obligation RM Broadcasting has is to “furnish material of suitable quality for broadcast.” Nor is RM Broadcasting providing its own programming. RM Broadcasting is a time broker within the meaning of the rules, it purchases time from WZHF and resells that time to the Russian government. However, the so-called TBA specifically forbids such resale. Section 7 of the agreement provides that “Programmer will be allowed to sub-lease any portion of his/her airtime to a third party in Creole format only without a written consent from the Station.” WZHF does not broadcast in the Creole language. Nor does the agreement place responsibilities on RM Broadcasting of the type that Arthur and Yvonne Liu claim they have delegated to RM Broadcasting. In short, the agreement does not meet the basic requirements of a time brokerage agreement within the meaning of the Commission’s rules.

6. Counsel for Arthur and Yvonne Liu on March 7, 2022, correctly and truthfully stated that there was no TBA. There, in fact, is no TBA. What exists is the kind of agreement a radio station might sign with an individual who wants to broadcast for an hour on Sunday morning. There would be no sale of air-time, the individual’s only responsibility would be to deliver the programming and the station management would monitor what is being broadcast. In the case of RM Broadcasting, with the exception of 2 hours on Sunday, it broadcasts Russian government programming 24 hours per day. Further, Arthur and Yvonne Liu have delegated duties to Ferolito not specified in the agreement. These duties appear to include all day-to-day operating responsibilities, with no oversight from Arthur and Yvonne Liu. Ferolito, RM Broadcasting’s sole principal, for his part has demonstrated that he has no interest in operating the station. Consequently, as UCCA has demonstrated, the Russian government is in de facto control of the station.

7. Attorney Lipp, on behalf of his client, candidly replied that there was no TBA. There exists, at best, an inadequate programming agreement. Arthur and Yvonne Liu faced with growing charges of failing to comply with a panoply of FCC rules including their failure to enter into a TBA, instead of being forthcoming and truthful with the FCC, chose to misrepresent the facts. In the Opposition, Arthur and Yvonne Liu claim, for the first time, that the programming agreement they submitted is a valid TBA. This is a material misrepresentation to the Commission. Arthur and Yvonne Liu know perfectly well what is required in a TBA. In the past they have entered into such agreements. Attached hereto as Exhibit 4 is a TBA between Multicultural Radio licensee of WWRU(AM) and K-Radio, LLC. This agreement demonstrates that Arthur and Yvonne Liu understand what language and provisions must be included in an FCC compliant TBA. In addition to business and payment terms, the agreement covers key FCC requirements. For example, Section 20 contains the required FCC certifications concerning financing, personnel, and programming. The agreement also ensures that key FCC requirements are met. For example, Section 7(c) addresses EAS tests. Section 9 requires the programmer to ensure that all programs conform to FCC rules and contain material responsive to issues of public concern. Section 9 also contains requirements concerning equal opportunities, lowest unit charge, and reasonable access to political candidates. Further, the programmer is required to deliver, upon the licensee's request, a certificate that all programs comply with the terms of the agreement, including the relevant program standards. None of these protections are included in the RM Broadcast agreement. Instead, Arthur and Yvonne Liu have "delegated" authority to Ferolito, who has no knowledge or interest in what is broadcast on the station.

8. Arthur and Yvonne Liu's attorney is a highly experience Communications attorney with decades of experience. On March 7, 2022, he honestly stated that there was no TBA. Arthur

and Yvonne Liu know what a TBA is and what form it must take. As evidenced by Exhibit 4, they have entered TBA agreements in the past. Yet, when confronted with evidence that they have ceded control of their station to the Russian government, rather than being truthful with the FCC, they chose to misrepresent the obvious facts. As set forth in the Motion to Strike, RM Broadcasting entered into a Services Agreement with an agency of the Russian government which gives the Russian government complete control over the operations of the station. For example, programming must be broadcast without abridgement, additions or editing. The Services Agreement places responsibility for control and maintenance of the station's equipment on RM Broadcasting. It would have been impossible for RM Broadcasting to enter into a standard TBA and still comply with the terms of the Services Agreement. Thus, the parties entered into an agreement better suited for a one-hour Creole radio program than for a sophisticated TBA arrangement. The agreement provides that Arthur and Yvonne Liu must be paid, in advance, and provides a thin patina of legalize to suggest that Arthur and Yvonne Liu are still in control of the station, which they are not. Their claiming that this sham agreement is a TBA is an intentional misrepresentation designed to mislead the Commission into believing that someone was looking out for such mundane things as EAS tests and license renewal announcements. Accordingly, a misrepresentation issue must be added in this proceeding.<sup>3</sup>

9. Finally, Multicultural Broadcasting seeks to Strike UCCA's Motion to Strike. This is a ridiculous pleading, as an opposition to the UCCA's Motion to Strike is sufficient. Multicultural Radio claims that any question of who controls WZHF is not properly before the FCC because

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<sup>3</sup> As the Court said, "it is well recognized that the Commission may disqualify an applicant who deliberately makes misrepresentations or lacks candor in dealing with the agency." *Schoenbohm v. FCC*, 340 U.S. App. D.C. 205, 204 F.3d 243, 247 (D.C. Cir. 2000); see also *FCC v. WOKO, Inc.*, 329 U.S. 223, 225-27, 91 L. Ed. 204, 67 S. Ct. 213 (1946).



this proceeding only concerns the renewal of licenses in New York and New Jersey. The Commission has noted that "there may be circumstances in which an applicant has engaged in nonbroadcast misconduct so egregious as to shock the conscience and evoke almost universal disapprobation." *1986 Character Policy Statement*. p. 1205. This is such a case. Arthur and Yvonne Liu have transferred control of their radio station to the Russian government, which is using the frequency to excuse war crimes, to justify rape and murder, and to divert attention from the wanton theft and destruction of property. Further, Multicultural Radio made material misrepresentation in the New York/New Jersey renewal proceeding and therefore this issue is properly before the FCC in this proceeding. Finally, there is evidence that its other radio stations, including the ones in New York and New Jersey are operated no better. For example, concerning the agreements it has with programmers on its New York and New Jersey stations, Multicultural Radio also claims that these are TBAs. However, as its own counsel has acknowledged, they are not. Further, these agreements have not been properly disclosed and filed in the respective station's public files. In short, as UCCA contends, Arthur and Yvonne Liu are repeatedly failing to comply with the FCC's rule. This is due primarily to the fact that they have exercised little or no control over their stations, leaving it to unqualified non-licensees to perform vital licensee functions.

10. In the final analysis, Arthur and Yvonne Liu cannot be relied on to be truthful with the FCC or to comply even with its simplest, most basic rules. They have demonstrated that they cannot be trusted. Accordingly, their New York and New Jersey license renewals must be denied and all their other radio station licenses must be revoked.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Arthur V. Belendiuk". The signature is fluid and cursive, with the first name "Arthur" and last name "Belendiuk" clearly legible, and a middle initial "V." in the center.

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

Arthur V. Belendiuk

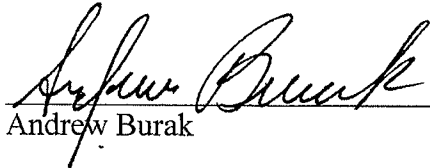
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, N.W.  
Suite 301  
Washington, D.C. 20016  
(202) 363-4559

July 1, 2022

### **Declaration of Andrew Burak**

I, Andrew Burak, declare under penalty of perjury, that the following information is true and correct:

I have read the foregoing Reply to Opposition to Motion to Strike Unauthorized Pleading. The statements made in the Reply are true and correct to the best of my personal knowledge, information and belief.

  
\_\_\_\_\_  
Andrew Burak

## **EXHIBIT 1**

**CERTIFICATION OF BROADCAST OF PRE-FILING ANNOUNCEMENTS IN  
CONNECTION WITH LICENSE RENEWAL APPLICATION**

I, Libby Parris, certify that Radio Station WZHF(AM), Capitol Heights, Maryland, has broadcast the pre-filing announcements required by Section 73.3580 of the Commission's Rules in connection with the station's license renewal application. Set forth below are the dates and times the pre-filing announcements were broadcast together with the text thereof:

<u>DATE</u>	<u>TIME</u>
April 1, 2019	<u>2:00 PM</u>
April 16, 2019	<u>10:00 AM</u>
May 1, 2019	<u>8:00 AM</u>
May 16, 2019	<u>5:00 PM</u>

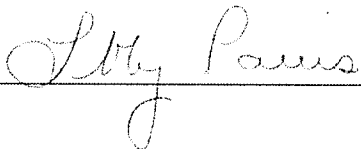
On October 5, 2011, Station WZHF(AM) was granted a license by the Federal Communications Commission to serve the public interest as a public trustee until October 1, 2019.

Our license will expire on October 1, 2019. We must file an application for renewal with the FCC by June 3, 2019. When filed, a copy of this application will be available for public inspection at [www.fcc.gov](http://www.fcc.gov). It contains information concerning this station's performance during the last eight years.

Individuals who wish to advise the FCC of facts relating to our renewal application and to whether this station has operated in the public interest should file comments and petitions with the FCC by September 3, 2019.

Further information concerning the Commission's broadcast license renewal process is available at WZHF(AM) 12231 New Hampshire Avenue, Suite 207, Silver Spring, MD 20904, or may be obtained from the FCC, Washington, DC 20554.

May 17, 2019

  
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## **EXHIBIT 2**

**CERTIFICATION OF BROADCAST OF POST-FILING ANNOUNCEMENTS IN  
CONNECTION WITH LICENSE RENEWAL APPLICATION**

I, Libby Parris, certify that Radio Station WZHF(AM), Capitol Heights, Maryland, has broadcast the post-filing announcements required by Section 73.3580 of the Commission's Rules in connection with the station's license renewal application. Set forth below are the dates and times the post-filing announcements were broadcast together with the text thereof:

<u>DATE</u>	<u>TIME</u>
June 1, 2019	<u>7:00 PM</u>
June 16, 2019	<u>7:00 AM</u>
July 1, 2019	<u>10:00 AM</u>
July 16, 2019	<u>1:00 PM</u>
August 1, 2019	<u>8:00 AM</u>
August 16, 2019	<u>4:00 PM</u>

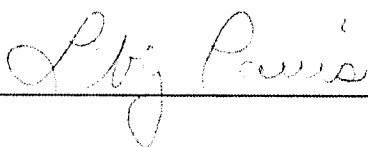
On October 5, 2011, Station WZHF(AM) was granted a license by the Federal Communications Commission to serve the public interest as a public trustee until October 1, 2019.

Our license will expire on October 1, 2019. We filed an application for license renewal with the FCC. A copy of this application is available for public inspection at [www.fcc.gov](http://www.fcc.gov)(<http://www.fcc.gov>). It contains information concerning the Station's performance over the last eight years.

Individuals who wish to advise the FCC of facts relating to our renewal application, and to whether this Station has operated in the public interest, should file comments and petitions with the FCC by September 2, 2019.

Further information concerning the FCC's broadcast license renewal process is available at 13321 New Hampshire Avenue, Silver Spring, MD 20904, or may be obtained from the FCC, Washington, D.C., [www.fcc.gov](http://www.fcc.gov)(<http://www.fcc.gov>).

August 19, 2019

  
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### **EXHIBIT 3**



**From:** Arthur Belendiuk [abelendiuk@fccworld.com](mailto:abelendiuk@fccworld.com)  
**Subject:** Re: WZHF - Way Broadcasting Licensee, LLC  
**Date:** June 30, 2022 at 2:00 PM  
**To:**



Arthur Belendiuk  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, N.W.  
Suite 301  
Washington, D.C. 20016  
(202) 363-4559

On Mar 7, 2022, at 11:50 AM, Mark Lipp <[lipp@fhhlaw.com](mailto:lipp@fhhlaw.com)> wrote:

Arthur—here is the list from the Ownership Report. If you are looking for a Time Brokerage Agreement, there is none.  
So do you want all of these documents?

Way Broadcasting Licensee, LLC's

1. Certificate of Formation
2. Certificate of Amendment
3. LLC Agreement
4. Certificate of Formation – Way Broadcasting Operating, LLC
5. Certificate of Amendment – Way Broadcasting Operating, LLC
6. LLC Agreement – Way Broadcasting Operating, LLC
7. Certificate of Incorporation
8. By Laws
9. The Wyna Liu 1999 Trust Agreement
10. Preferred Bank Credit Agreement
11. Preferred Bank Guaranty and Security Agreement, and
12. Preferred Bank Affiliate Subordination Agreement

<image001.png>

Mark N Lipp

Partner

1300 N. 17th Street, Suite 1100 | Arlington, VA 22209

Tel: 703.812.0445 | Fax: 703.812.0486

[lipp@fhhlaw.com](mailto:lipp@fhhlaw.com) | [www.fhhlaw.com](http://www.fhhlaw.com)

**From:** Arthur Belendiuk [<mailto:abelendiuk@fccworld.com>]

**Sent:** Monday, March 07, 2022 11:15 AM

## **EXHIBIT 4**

## TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (this "Agreement") is made as of January 20, 2015 between Multicultural Radio Broadcasting Licensee, LLC, a Delaware limited liability company ("Owner") and K-Radio LLC, a New York limited liability company ("Programmer").

### Recitals

A. Owner owns the following radio station (the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

WWRU (AM) 1660, Licensed to Jersey City, NJ

B. Owner desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms set forth in this Agreement.

C. Owner and Programmer may enter into certain Asset Purchase Option Agreement by May 31, 2015 (the "Option Agreement") pursuant to which Owner may grant Programmer an option to purchase the assets of the Station.

### 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, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") shall commence at 12:01 a.m., Eastern Standard Time, on March 1, 2015 and will continue until February 29, 2020, unless earlier terminated in accordance with (a) the terms of this Agreement, or (b) a Closing on the sale of the Station pursuant to the Option Agreement. In addition, Programmer shall have an option to renew this Agreement for an additional term of five (5) years (the "Renewal Option") (the additional term shall be referred to as the "Renewal Term"). Programmer may exercise such Renewal Option by providing Owner with written notice of its intention to exercise the Renewal Option no later than one hundred eighty (180) days prior to the expiration of the Term of the Agreement provided that Programmer has not exercised its rights under the Option Agreement. If notice is not provided by the deadline set forth above, or if Programmer is in default under the terms of the Agreement at the time it provides such notice, such exercise shall be of no force and effect. Upon receipt of the Renewal Option, payment rates during the Renewal Term ("the Renewal Term Rates") on Schedule A shall take effect.

2. Programming. During the Term, Programmer shall purchase from Owner airtime on the Station for the price and on the terms specified below, and shall transmit to Owner programming that it produces, licenses or owns (the "Program" or "Programs") for broadcast on the Station One Hundred Sixty Eight (168) hours per week except for: (a) downtime occasioned by routine maintenance consistent with prior practice; (b) up to two hours per week at times mutually agreeable to Owner and Programmer during which time Owner may broadcast programming designed to address the concerns, needs and issues of the Station's listeners ("Station's Public Service Programming"); (c) times when Programmer's programs do not

satisfy the standards of the Station; and (d) Force Majeure Events, (the "Broadcasting Period"). Programmer will transmit, at its own cost, its Programs to the Station's transmitting facilities in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term. Programmer may not broker blocks of time to a non-Korean programming third party without the prior written consent of Owner.

3. Broadcasting. In return for the payments to be made by Programmer hereunder, during the Term, Owner shall broadcast the Programs, subject to the provisions of Section 7 below.

4. Advertising. During the Term, Programmer will be responsible for the sale of advertising on the Station during the Broadcasting Period and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all such collections. All contracts for advertising on the Station which may be entered into by Programmer shall terminate upon the termination of this Agreement. Programmer may employ and be responsible for the salaries, benefits, employer taxes and related costs of employment of personnel for the sale of advertising time and for the collection of accounts receivable with respect to commercial advertisements broadcast on the Station. Owner may sell, or permit others to sell, advertising on the Station during Station's Public Service Programming. Further, Owner retains the right to use up to Sixty (60) seconds per hour for its sole purposes, including without limitation, Public Service Announcements, Program Waivers or Commercial Matter.

5. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Owner as set forth in Section 6 and on *Schedule A* attached hereto.

6. Deposit. Programmer shall maintain with Owner a deposit of [REDACTED] (the "Deposit") from the execution date of this Agreement through the end of the Term. The Deposit is to be paid to Owner via wire transfer or check(s) on the date hereof. Upon the occurrence of any Event of Default by Programmer, the deposit shall be forfeited to Owner.

7. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Owner shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Without limiting the generality of the foregoing, Owner will: (i) employ a manager for the Station, who will report to Owner and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer, (ii) employ a second employee for the Station, who will report and be solely accountable to the manager, and (iii) retain control over the policies, programming and operations of the Station.

(b) Nothing contained herein shall prevent Owner from (i) rejecting or refusing programs which Owner believes to be contrary to the public interest, or (ii) substituting programs which Owner believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Without limiting the preceding sentence, Owner reserves the right to (A) refuse to broadcast any Program

containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC or the Program Standards (defined below), (B) preempt any Program in the event of a local, state, or national emergency, or (C) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer will immediately serve Owner with notice and a copy of any letters of complaint it receives concerning any Program for Owner review and inclusion in its public inspection file. If Owner preempts, rejects or otherwise refuses to broadcast any Program, then any amount paid under this Agreement shall be reduced pro rata unless such preempted, rejected or refused Program violates any right of any third party, constitutes a personal attack, or does not meet the requirements of the rules, regulations, and policies of the FCC or the Program Standards.

(c) Programmer shall cooperate with Owner to ensure that EAS transmissions are properly performed in accordance with Owner's instructions.

8. Music Licenses. During the Term, Owner will obtain and maintain its current music licenses with respect to the Station (if required). Programmer agrees to reimburse the costs of music license fees to the Owner, within thirty (30) days of Owner's written request.

9. Programs.

(a) Programmer shall ensure that the contents of the Programs (i) conform to all FCC rules, regulations and policies and the "Program Standards" attached hereto as *Schedule B* and (ii) contain matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Owner. Programmer shall consult with Owner in the selection of the Programs to ensure that the Programs' content conforms to obligations set forth in this Agreement. On or before January 7, April 7, July 7 and October 7 of every year during the Term, Programmer shall provide to Owner a list of significant community issues addressed in the Programs during the preceding quarter and the specific Programs that addressed such issues. Programmer hereby acknowledges that (A) it has been given an opportunity to review and ask questions about the Program Standards and (B) any breach of the Program Standards is an Event of Default (as defined below) for which cure is not possible. Owner may amend or update the Program Standards in its sole discretion notwithstanding anything in Section 19 to the contrary.

(b) Owner shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Owner as Owner complies with its political broadcast responsibilities, and shall supply such information promptly to Owner as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities during the Broadcasting Period to Owner as necessary to permit Owner to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Owner as a result of any such release of advertising time shall promptly be remitted to Programmer. Programmer 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, unless

the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with applicable law and the rules of the FCC.

(c) [Intentionally Omitted]

(d) Owner may review, on a confidential basis, any programming material relating to Programs as it may reasonably request, solely for the purpose of ensuring the Programmer's compliance with applicable laws and regulations and Station policies. In addition, Programmer shall provide the Station with copies of all correspondence received by Programmer relating to the Station's broadcasts from any federal, state or local government or regulatory entity. Any material requested by Owner shall be delivered to Owner at least twenty-four (24) hours before the next broadcast relating to such material. Any material deviation when a Program is actually broadcast from the information provided about a Program prior to broadcast, without Owner's prior consent, shall be deemed an Event of Default.

(e) Programmer agrees to deliver to Owner within three (3) business days of Owner's written request, a Certification that (a) all Programs comply with the requirements of this Agreement, including the relevant Program Standards, (b) Programmer has complied with each of its obligations under this Agreement, including without limitation Section 9(b), (c) Programmer has made each of its customers, if any, aware of the Program Standards and obtained such customer's agreement in writing to abide by such standards, and (d) the Programmer has not received notice and does not otherwise possess information or knowledge of any allegation, action, claim, or enforcement proceeding related to offensive, deceptive, fraudulent, or illegal activities that has been made, lodged, or filed against any individual or entity whose program material the Programmer has used in any Program.

10. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and other costs for all personnel used in the production of the Programs supplied to Owner, and (ii) the costs of delivering the Programs to Owner. Subject to Section 5, Owner will pay for its employees contemplated by Section 7, maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites. Subject to Section 5, Owner will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.

11. Call Signs. During the Term, Owner will retain all rights to the call letters of 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 an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is authorized to use such call letters of the Station in its Programs and in any promotional material in any media used in connection with the Programs.

12. Facilities.

(a) During the Term, Owner shall maintain the operating power of the Station and shall repair and maintain the Station's towers and transmitter sites and equipment consistent with its past practice

(b) [Intentionally Omitted]

13. Representations. Programmer and Owner each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

14. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Owner under this Agreement: (i) Owner fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Owner breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default capable of being cured will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. If this Agreement is terminated, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the *status quo ante*. Failure of Owner to broadcast the Programs due to facility maintenance, repair or modification or due to any reason out of Owner's reasonable control shall not constitute an Event of Default by Owner hereunder. Termination of this Agreement shall not relieve any party from liability for breach of this Agreement.

15. Indemnification. Programmer shall indemnify and hold Owner harmless against any and all liability arising from the broadcast of the Programs on the Station, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Owner shall indemnify and hold Programmer harmless

against any and all liability arising from the broadcast of Owner's programming on the Station, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

16. Assignment. Either Owner or Programmer may assign this Agreement to an affiliate. Without limiting the foregoing, Young K. Kim may form a limited liability company and assign, with Owner's written consent, which will not be unreasonably withheld, the rights and obligations under this Agreement to such limited liability company within six (6) months after the date of this Agreement and shall give notice of such assignment to Owner. Owner may assign all or the relevant portion of this Agreement in connection with the transfer or assignment of all or substantially all of the assets used for held for use in connection with any Station ("Station Transfer"), including a collateral assignment to any lender or other person providing financing to the Owner or the Owner's affiliates. Neither Owner nor Programmer may otherwise assign this Agreement without the prior written consent of the other party. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. Assignment of this Agreement pursuant to a Station Transfer shall relieve the assignee of any obligation or liability under this Agreement with respect to the applicable Station, but no other assignment shall relieve either party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

17. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. 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 Owner may file a copy of this Agreement with the FCC, and that Owner shall place a copy of this Agreement in the Station's public inspection files.

18. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Programmer:                    K-Radio LLC  
   17 Greene Avenue  
   Brooklyn, NY 11238  
   Attention: Young K. Kim, Suk C. Lee or Michael Yun  
   Facsimile: 201-656-9964



if to Owner:

Multicultural Radio Broadcasting Licensee, LLC.  
27 William Street, 11<sup>th</sup> Floor  
New York, NY 10005  
Attention: Sean Kim, COO/CFO  
Facsimile: 212-966-9580

19. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of New Jersey without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof.

20. Certifications. Owner certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

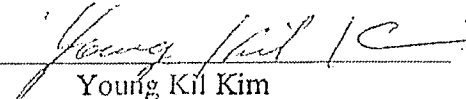
21. Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Station on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

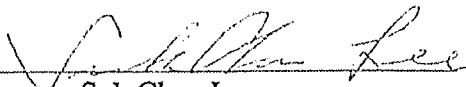
[SIGNATURE PAGE FOLLOWS]

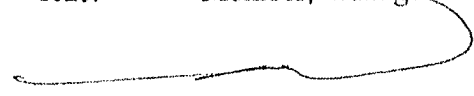
SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

PROGRAMMER:

By:   
Name: Young Kil Kim  
Title: President, Manager

By:   
Name: Suk Chan Lee  
Title: Member, Manager

By:   
Name: Michael Yun  
Title: Member, Manager

OWNER:

Multicultural Radio Broadcasting Licensee, LLC.

By:   
Name: Sean Kim  
Title: COO/CFO



C/1003301

SCHEDULE A  
TO TIME BROKERAGE AGREEMENT

Compensation Schedule

The consideration for the air time supplied to Programmer pursuant to this Agreement shall be the payment to Owner of the amounts set forth on this Schedule A, in each case payable monthly on or before the twenty-second (22nd) day, if paid by regular check(s), and twenty-ninth (29th) day, if paid via wire transfer or check(s), of the month prior to the month programming is to be provided (the "Monthly Fee"), commencing on March 1, 2015 and concluding with the termination of this Agreement. However, [REDACTED] representing March 2015 and April 2015 Monthly Fees are to be paid to Owner via wire transfer or certified/cashier's check(s) on the date hereof. For the avoidance of doubt, Programmer shall pay total of [REDACTED] which shall consist of the Deposit, and the Monthly Fees for March 2015 and April 2015, upon execution of this Agreement.

[REDACTED] per month from March 1, 2015 through December 31, 2015.

[REDACTED] per month from January 1, 2016 through December 31, 2016.

[REDACTED] per month from January 1, 2017 through December 31, 2017.

[REDACTED] per month from January 1, 2018 through December 31, 2018.

[REDACTED] per month from January 1, 2019 through February 29, 2020.

Renewal Term Rates

[REDACTED] per month from March 1, 2020 through February 28, 2022.

[REDACTED] per month from March 1, 2022 through February 29, 2024.

[REDACTED] per month from March 1, 2024 through February 28, 2025.

B

SCHEDULE B  
TO TIME BROKERAGE AGREEMENT

PROGRAM STANDARDS

Programmer agrees to cooperate with Owner in the broadcasting of programs in a manner consistent with the standards of the Station and Owner, as set forth below:

1. Political Programming and Procedures. At least 90 days before the start of any primary or general election campaign, Programmer will coordinate with the Station's general manager the rate that Programmer will charge for time to be sold to candidates for public office and/or their supporters to make certain that the rate charged conforms to all applicable laws and the Station's policies. Throughout a campaign, Programmer will comply with all applicable laws and rules concerning political candidacy broadcasts and will promptly notify the Station's manager of any disputes concerning either the treatment of or rate charged a candidate or political supporter.
2. Required Announcements. Programmer shall broadcast an announcement in a form satisfactory to the Station at the beginning of each hour to identify the Station, and any other announcement that may be required by law, regulation, or the Station's policy.
3. Commercial Recordkeeping. Programmer shall maintain such records of the receipt of, and provide such disclosure to the Station of any consideration, whether in money, goods, services, or otherwise, which is paid or promised to be paid, either directly or indirectly, by any person or company for the presentation of any programming on the Station as are required by Sections 317 and 507 of the Federal Communications Act ("FCA") and by the Rules of the FCC.
4. No Illegal Announcements. No announcements or promotion prohibited by federal or state law or regulation of any lottery, game or contest shall be made over the Station. Any game, contest or promotion relating to or to be presented over the Station must be fully stated and explained in advance in writing, and such explanation be presented to the Owner, which reserves the right, in its reasonable discretion to reject any game, contest or promotion.
5. Controversial Issues. Any broadcast over the Station concerning controversial issues of public importance shall comply with the then current FCC rules and policies.
6. Credit Terms Advertising. Pursuant to the rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws.
7. Respectful of Faiths. The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.
8. No Denomination Attacks. Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.
9. 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 program broadcast or a church are permitted.

10. No Ministerial Solicitations. No invitation by a minister or other individual appearing or present on a religious 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 or monetary gain.

11. No Vending of Miracles. Any exhortation to listeners to bring money to a church service is prohibited if the exhortation, affair, or service contains any suggestion that miracles, cures, or prosperity will result. This shall not preclude advertisements for legally authorized church or other non-profit bingos if permitted by FCC rules and regulations.

12. No Miracle Solicitation. Any invitation to listeners to meet at places other than a church and/or to attend other than regular services of a church is prohibited if the invitation, meeting, or service contains any claim that miracles will result.

13. No Plugola or Payola. The broadcast of any material for which any money, service or other valuable consideration is directly or indirectly paid, promised to or accepted by, programmer from any person is prohibited, unless at the time of such broadcast an announcement is made that the programming is paid for or furnished by such third person. Programmer shall advise the Station's manager with respect to any programming, including commercial material, concerning goods or services in which Programmer has a material financial interest. Any announcements for such goods and services shall clearly identify Programmer's financial interest.

14. Programming Prohibitions. Programmer 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 illegal imitation of program copy, or any other unfair competition.

(c) Obscenity/Indecency/Profanity. Any programs or announcements that are slanderous, obscene, profane, indecent or vulgar, either in theme or in treatment.

(d) Hoaxes. Any programs or announcements violating applicable laws and rules concerning hoaxes.

(e) Conflict in Programming or Advertising. Any programming or advertising matter or announcement which, in the reasonable opinion of the Owner, may be injurious or prejudicial to the interests of the public, Owner or the Station.

15. Owner's Discretion Paramount. In accordance with Owner's responsibility under the FCA, Owner and the Station reserve the right to reject or terminate any programming proposed to be presented or being presented on the Station which is in conflict with the Station's policy or

which, in the good faith, reasonable judgment of Owner or the Station manager would be contrary to the FCA.

Owner may waive any of the foregoing regulations in specific instances if, in its reasonable opinion, waiver will serve the public interest.

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## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent via email and/or first class mail to the following:

Mark Lipp, Esq.  
Fletcher, Heald & Hildreth, PLC  
1300 N. 17<sup>th</sup> Street  
Suite 1100  
Arlington, VA 22209  
[lipp@FHHLAW.com](mailto:lipp@FHHLAW.com)

Holly Saurer  
Chief, Media Bureau  
Federal Communications Commission  
45 L Street NE  
Washington, DC 20554  
[holly.sauer@fcc.gov](mailto:holly.sauer@fcc.gov)

Albert Shuldiner  
Chief, Audio Division, Media Bureau  
Federal Communications Commission  
45 L Street NE  
Washington, DC 20554  
[albert.shuldiner@fcc.gov](mailto:albert.shuldiner@fcc.gov)



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Arthur V. Belendiuk