

TIME BROKERAGE AGREEMENT

Entered into Between

Bee Broadcasting, Inc.

[TIME BROKER]

And

Rose Communications, Inc.

[LICENSEE]

CONCERNING RADIO BROADCAST STATION

KWOL-FM, Whitefish, MT (“Station”)

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (“Agreement” or “TBA”) is dated as of the 1st of January, 2017, by and between Bee Broadcasting, Inc. (“Time Broker”), and Rose Communications, Inc. (“Licensee”) (collectively “Parties”).

WITNESSETH:

WHEREAS, the Time Broker desires to provide programming for the Station and to handle the sale of advertising time and collection of receivables for the Station.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, Time Broker and Licensee, intending to be legally bound, agree as follows:

1. PROGRAMMING.

1.1 Subject to the rules and policies of the FCC, Licensee agrees to provide broadcast assistance services to Time Broker, to make broadcast time on the Station available to Time Broker, and to broadcast on the Station, or cause to be broadcast, a weekly schedule of programming provided to it by Time Broker. This shall include music and other entertainment programs, non-entertainment programs, PSA’s and commercials as selected by Time Broker in its reasonable discretion, subject to guidance by and consent of the Licensee (the “Programming”). The Programming will be broadcast during the entire broadcast schedule of the Station, except for those hours of broadcast time reserved by Licensee, as set forth below.

1.2 Licensee shall have the absolute right to produce or present up to two (2) hours a week of programs to be broadcast on the Station, according to a schedule to be mutually established by the Time Broker and Licensee or, in addition, at such other times as Licensee reasonably deems necessary to meet the needs of the Station’s listeners. These programs may also be produced, presented or broadcast jointly by Licensee and Time Broker. Licensee’s absolute right to broadcast, at any time, public affairs programming on the Station is understood by the Time Broker as necessary in order that the Licensee may address the issues, needs and interests of the community of license for the Station, which Licensee continues to ascertain. Licensee also shall maintain local public inspection files and shall compile quarterly Issues/Programs Lists for the Station, as required by the rules and regulations of the FCC. Time Broker shall give Licensee copies, on at least a monthly basis, of all operating and programming information necessary to maintain such records as are required to be kept by the FCC’s rules and policies, including EAS announcements, station operating logs and daily program logs.

1.3. Time Broker shall broadcast on the Station: (a) an announcement in compliance with FCC rules and policies at the beginning of each hour to identify the Station's call sign and community of license, (b) an announcement at the beginning of each broadcast day or appropriate broadcast period to indicate that program time has been purchased by Time Broker, and (c) any other announcement that Licensee reasonably may deem to be required by law, regulation, or Station policy.

1.4 Time Broker shall insert in each week's Programming, without charge to Licensee, not fewer than sixty (60) public service announcements ("PSAs"), each of which will not exceed sixty (60) seconds in duration. Such broadcast of PSA's in its weekly programming shall not entitle Time Broker to any payment credits.

1.5 Time Broker will maintain the ability to deliver the Programming to Licensee's transmitter sites by means reasonably acceptable to Licensee, and in accordance with FCC technical standards.

2. CHARGES AND PAYMENTS. Time Broker agrees to pay Licensee the amounts specified in Attachment 1 for broadcast of the Programming on the Station. Time Broker shall be entitled to receive all revenues from its sale of broadcast time on the Station.

3. TERM The term of this Agreement shall be for a period of 84 months from the Effective Date of this Agreement, as specified in Section 4 below, unless terminated, renewed or extended by the parties in accordance with the terms of this Agreement.

4. [Reserved].

5. PROGRAMMING STANDARDS; RECORD KEEPING.

5.1 Time Broker shall furnish the artistic personnel and material in broadcast-ready form for the Programming. All Programming shall comply with applicable statutes and FCC rules, policies and requirements and with Licensee's programming policies set forth in Attachment 2. Time Broker further agrees that Licensee may preempt any specific program which Licensee reasonably believes to be unsuitable or contrary to the public interest; provided, however, that Licensee will use reasonable efforts to give prior advance notice to Time Broker of Licensee's election to preempt and to provide Time Broker with an opportunity to supply alternative programming.

5.2 During the term of this Agreement, Time Broker shall maintain and deliver to the Station such records and information required by the FCC to be placed in the public inspection files of the Station pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 - 73.1944, and 73.3526 of the FCC's rules, and such records and information pertaining to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules. Time Broker shall also consult with Licensee and adhere to statutes and the rules, regulations and policies of the FCC and

with the policies set forth in Attachment 2 with respect to the carriage of political advertisements and programming (including the rights of candidates and, as appropriate, others to “equal opportunities”) and the charges permitted therefore. At least thirty (30) days before the start of any primary or regular election campaign, Time Broker will clear with Licensee’s General Manager the rate Time Broker will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformance with applicable law and Station policies. Within twenty-four (24) hours of any request to purchase time in the Programming of the Station for or on behalf of a candidate for public office or to support or urge defeat of a ballot issue, Time Broker will report request to the Station’s General Manager so that appropriate records may be kept as to the request for such time and its disposition.

5.3 Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programming. Licensee shall, however, be advised promptly by Time Broker of any public of FCC complaint or inquiry concerning such programming, and Licensee shall be given the originals of any letters from the public, including complaints it receives concerning such programming, for inclusion in the Station’s public inspection file, as required by the FCC.

6. EXPENSES.

6.1. Time Broker shall be responsible for the operating costs of the Station, as specified in Attachment 3, including those costs associated with the production and development of the Programming, the sale of air time on the Station during hours in which its Programming airs, and for the collection of accounts receivable.

6.2 All equipment necessary for broadcasting by the Station shall be maintained by Licensee in a condition consistent with good engineering practices and in compliance in all material respects with the applicable rules, regulations and technical standards of the FCC, and all capital expenditures reasonably required to maintain the technical quality of the Station’s signals shall be made in a timely fashion.

6.3 Subject to Attachment 1, Licensee will be solely responsible for payment of both (a) such expenses of the Station that are necessary to fulfill Licensee’s FCC obligations and to transmit that Station’s Programming and (b) the salaries, taxes, insurance and related costs for the Licensee’s employees. Without limiting the generality of the foregoing, Licensee expressly shall be responsible for paying all costs associated with the maintenance of Station’s tower, tower site, transmitter and antenna, any and STL’s and maintenance of the Station’s public inspection file. Time Broker shall be responsible for paying all operating costs of the Station’s studio, any auxiliary studio and for producing the programming, whether at the Licensee’s studios or elsewhere.

7. OPERATION OF STATION

7.1. Licensee shall retain full authority with respect to the operation of the Station during the period of this Agreement and expressly warrants to Time Broker that it will take any and all steps necessary to faithfully and continuously do so throughout the term of this Agreement.

7.2 [Reserved]

7.3. [Reserved]

7.4 Licensee shall retain final control over the policies, programming and operations of the Station, including the right to preempt any Programming in order to broadcast a program or announcement deemed by Licensee to be of national, regional or local interest and the right to take any other actions necessary to comply with the laws of the United States, the State of Montana, and the rules, regulations, and policies of the FCC, including its prohibition against unauthorized transfers of control.

7.5 Licensee shall be responsible for meeting all of its requirements with respect to its local service obligations including compliance with station identification requirements, and broadcasting issue-responsive programming.

7.6 Licensee represents and warrants that the rights granted to Time Broker will not conflict with, or result in a breach of the terms and provisions of, any agreement or instrument, including any ancillary broadcast rights, to which Licensee is a party or by which Licensee is bound.

7.7. Time Broker shall not represent, warrant or hold itself out as the Station's Licensee and shall sell all its advertising time and enter into all agreements in its own name.

7.8. Licensee may refuse to allow Time Broker to broadcast any program or announcements on the Station that it reasonably deems to be violative of FCC rules or policies or otherwise not in the public interest.

7.9. Time Broker shall not discriminate in advertising arrangements on the basis of race or ethnicity and all agreements for the sale of advertising shall include the following clause: "Station KWOL-FM does not discriminate in the sale of advertising time, and will not accept advertising which is placed with the intent to discriminate on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate, or has the effect of discriminating, on the basis of race or ethnicity, is hereby declared null and void." Time Broker shall maintain internal policies for demonstrating compliance with the FCC's nondiscrimination policy and shall exercise due diligence to ensure that all third party advertising arrangements contain a non-discrimination clause in compliance with the FCC's rules and policies.

8. SPECIAL EVENTS. Licensee reserves the right, in its good faith discretion, to pre-empt any of Time Broker's programs, and to use part of all of the time contracted for by Time Broker hereunder, to broadcast events of special importance that the Licensee believes in good faith are necessary in the public interest to be broadcast on the Station; provided, that

Licensee shall exercise this right solely to fulfill its obligations as an FCC Licensee and not for its own commercial or financial advantage. In all such cases, Licensee will use its best efforts to give the Time Broker reasonable notice of its intention to pre-empt such broadcast or broadcasts, and, in the event of such pre-emption, Time Broker shall receive from the Licensee, a pro rata adjustment to the monthly fee in proportion to the length of time of such preemption.

9. FORCE MAJEURE. Any failure to broadcast at either of the Station's fully authorized height and power levels, or any delays or interruptions due to acts of God or *force majeure*, or due to causes beyond the control of Licensee shall not constitute a breach of this Agreement; however, a payment credit for time or broadcast subject to such interruption shall be given, as specified in Attachment 1. Notwithstanding the foregoing, if such failure or interruption continues on the Stations for a period of more than thirty (30) days, Time Broker shall have the right to terminate this Agreement; provided, however, that Time Broker is not then in material breach of this Agreement.

10. RIGHT TO USE THE PROGRAMMING. The right to use the Programming during the term of this Agreement and to authorize its use in any manner and in any media whatsoever shall be and remain vested solely in Time Broker.

11. PAYOLA. Time Broker agrees to execute and provide Licensee with annual Payola Affidavits, substantially in the form of Attachment 4, and notify Licensee promptly of any violations it learns of relating to the Communications Act of 1934, as amended, including Sections 317 and 508 thereof.

12. COMPLIANCE WITH LAW. Time Broker agrees that, throughout the term of this Agreement, it will comply with all laws and regulations applicable to the conduct of its business.

13. INDEMNIFICATION; WARRANTY.

13.1 Each Party warrants that it will indemnify and hold harmless the other party, and its partners, members, officers, employees, agents and affiliates, from and against any and all liability, including all consequential damages and attorney fees, arising out of or incident to the programming furnished by the party or the conduct of the party, its employees, contractors or agents. Without limiting the generality of the foregoing, each party will indemnify and hold and save the other, and its partners, members, officers, employees, agents and affiliates, harmless against liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming furnished by it.

13.2 Time Broker shall not indemnify Licensee or any of its partners, members, officers, employees, or agents from any loss of any kind occasioned by their failure to meet Licensee's or its partners', members', officers', employees' or agents' obligations under this Agreement.

13.3 Licensee shall not indemnify Time Broker or any of its partners, members, officers, employees or agents from any loss of any kind occasioned by their failure to meet Time

Brokers' or its partners', members', officers', employees' or agents' obligations under this Agreement.

13.4 Neither Party shall be responsible to the other Party for any damages caused by any FCC or other finding that implementation of this Agreement has resulted or will result in a violation of any statute, regulation of FCC rule or policy, except for such acts or omissions by one party which results in the imposition of a fine, forfeiture or sanction against the other. Should one party's acts or omissions cause such fine, forfeiture or sanction to be imposed by the FCC on the other party, the innocent party shall be entitled to indemnification.

13.5 Time Broker, at its sole cost, shall be entitled to be listed as an additional insured, to the extent possible, on any of Licensee's casualty or liability insurance policies.

14. EVENTS OF DEFAULT.

14.1 Any of the following shall, after the expiration of the applicable cure period, constitute an "Event of Default" under the Agreement:

(a) Non Payment. Time Broker's failure timely to pay the total consideration provided for in Section 2 and Attachment 1, within five (5) days after written notice to Time Broker, pursuant to Section 25 hereof.

(b) Default in Covenants. Time Broker's or Licensee's material failure to observe or perform any material term, covenant, warranty, condition or agreement contained herein.

(c) Breach of Representation. Time Broker's or Licensee's material breach of or failure to perform any representation, warranty, or covenant in this Agreement, or in any certificate or document furnished pursuant to its provisions, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

(d) Default in Other Agreements. Time Broker's or Licensee's material breach of any material representation or warranty, or material default in the performance of any material covenant or agreement under any other agreement between the Parties and pertaining to or concerning the Station.

(e) Denial of Access. Licensee's failure to provide reasonable access to the broadcast facilities of the Station that is in material violation of Licensee's obligations under this Agreement, where such failure to provide access is not based upon or is not consistent with a good faith reasonable determination that the public interest requires such denial.

14.2. An Event of Default other than as provided in Section 14.1(a) above shall not be deemed to have occurred until twenty (20) days after the non-defaulting party has provided the other party with written notice specifying the event or events that if not cured would constitute an Event of Default and specifying the actions necessary to cure within such period. This period will be extended (in writing only, and only by the non-defaulting party) for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the other party.

15. RESTRICTIVE COVENANTS.

15.1 Licensee covenants not to sell, lease, transfer, or agree to sell, lease, or transfer any assets of the Station without notice to Time Broker and without timely replacement of such assets with substantially equivalent assets of substantially equivalent kind, condition, and value.

15.2. Licensee further agrees that, during the Term of this Agreement, neither Licensee nor its agents will hold out either of the Station as being for sale, or entertain any inquiry about a sale of or any offer to purchase the assets of the Station or the Licensee's company itself, or enter into any negotiations with any party other than Time Broker or its nominee for the assignment and transfer of the Station's assets, or grant an option to any other party to acquire the assets of or the Licensee itself.

16. REPRESENTATIONS. Both Licensee and Time Broker represent that they are legally qualified, empowered, and able to enter into this Agreement.

17. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by the party against whom the waiver is sought to be enforced, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

18. NO WAIVER; REMEDIES CUMULATIVE. No failure or delay on the part of Licensee or Time Broker in exercising any right or power under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Time Broker are cumulative and are not exclusive of any right or remedies that they may otherwise have.

19. CONSTRUCTION; COMPLIANCE WITH FCC REQUIREMENTS. This Agreement shall be construed in accordance with the laws of the State of Montana, other than the choice of law provisions of such state, and the obligations of the parties are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations and policies of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted. The parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for time brokerage agreements and agree that they shall negotiate in good faith any amendments or modifications necessary to meet any FCC concern with respect to it if they are incorrectly interpreting current FCC policy or that policy is modified. A copy of this Agreement timely shall be filed with the FCC by the Licensee.

20. REQUIRED CERTIFICATIONS.

20.1 By Licensee. Licensee hereby certifies that it has, and shall maintain, ultimate control over the Station's facilities, including specifically control over the finances, personnel, and program content of the Station. Licensee represents and warrants that this certification may be relied upon by the FCC, as well as by Time Broker.

20.2 By Time Broker. Time Broker certifies that the arrangement with Licensee as set forth in this Agreement and as contemplated in all aspects of operation is and shall remain in compliance with 47 C.F.R. 73.3555 and 47 C.F.R. 73.3556, concerning time brokerage agreements and duplicated programming generally, and that it will provide to the FCC any documents, exhibits, or other material necessary to demonstrate such compliance. Time Broker represents and warrants that this certification may be relied upon by the FCC, as well as by Licensee.

21. TERMINATION.

21.1 Either party shall be entitled to terminate this Agreement, upon written notice to the other, should the FCC require in writing that the Parties do so, in order to comply with the FCC's rules or policies.

21.2 Either party may terminate this Agreement, upon written notice to the other, should such termination be based upon:

(a) an uncured Event of Default on the part of the other party and the terminating party is not in material default or breach of this Agreement, provided that the other party has failed to cure after the expiration of a twenty (20) day period within which to cure such Event of Default after receiving written notice of such default pursuant to Section 14.2 above; or

(b) a final judicial determination that the party is entitled to terminate this Agreement; or

(c) consummation of the sale, assignment or transfer of the assets and licenses of the Station to Time Broker or Time Broker's assignee; or

21.3 If Licensee terminates this Agreement for any reason other than a default by Time Broker, Licensee agrees to assume, perform in good faith and be responsible for (a) unfulfilled advertising contracts cancelable within thirty days (30) and (b) any reasonable operating obligations incurred by Time Broker during the course of this Agreement but only on condition that Licensee shall receive any compensation that otherwise would have been paid to the Time Broker hereunder.

22. HEADINGS. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

23. SUCCESSORS AND ASSIGNS.

23.1 Licensee's rights and obligations under this Agreement may not be assigned to a third party without the written consent of Time Broker, which shall not be unreasonably withheld or delayed.

23.2 This Agreement may be assigned by Time Broker to an assignee of, or successor-in-interest to, Time Broker, only with the advance written consent of Licensee and, in the event of such assignment, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns.

24. COUNTERPART SIGNATURES. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties notwithstanding that the parties are not signatory to the same original or the same counterpart.

25. NOTICES. Any notice provided for under this Agreement shall be in writing and any payment, notice or other communication shall be deemed given when delivered personally, or by overnight courier, or sent by facsimile transmission and addressed to the following:

If to the Time Broker:

Bee Broadcasting, Inc.
Box 5409
Kalispell, MT 59903
FAX: (406) 755-8770

If to the Licensee:

Rose Communications, Inc.
1942 Westlake Ave., Suite 1014
Seattle, WA 98101
FAX: (206) 441-5553

26. ENTIRE AGREEMENT. This Agreement, including all Attachments, embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter. No alteration, modification or change of this Agreement shall be valid unless made in writing and signed by the parties.

27. SERVERABILITY. If any provision or provisions contained in this Agreement is held to be invalid, illegal or unenforceable, this shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained in it.

28. FURTHER ASSURANCES. The parties to this Agreement each pledge to the other that they shall take whatever steps are reasonably necessary, in good faith, and shall use their best efforts to carry out their obligations under this Agreement so that the transactions contemplated shall be consummated in a complete and expeditious manner.

29. NO JOINT VENTURE. The parties agree that nothing in this Agreement shall constitute a joint venture between them. The Parties acknowledge that call letters, trademarks and other intellectual property of each party shall at all times remain the property of that party and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

30. NO RESTRICTIONS OR REQUIRED APPROVALS. Subject to the continuing jurisdiction of the FCC, each party represents to the other that there are no restrictions in their respective articles of partnership, articles of incorporation or by-laws, or in any contract or

agreement to which the parties are subject, or to their knowledge any law, rule or regulation which would restrict or prohibit the transactions contemplated by this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Year and Date first above written.

Time Broker:

BEE BROADCASTING, INC.

By: Benny Bee Sr. President
Benny Bee, Sr., President

Licensee:

ROSE COMMUNICATIONS, INC.

By: Cathleen R. Bee
Cathleen R. Bee, President

ATTACHMENT 1

Compensation

ATTACHMENT 2

PROGRAMMING RULES AND POLICIES

Time Broker agrees to cooperate with Licensee in the broadcasting of programs of high quality and for this purpose to observe the following rules and policies in the preparation, writing and broadcasting of its programs on the Station.

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 of persons shall be made during the discussion of controversial issues of 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 PAYLOA.** 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 appropriate Station manager, and (d) promoting any business venture on the Station that is unconnected with the Station without first informing appropriate the manager.

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

4. **PROGRAMMING PROHIBITIONS.** Time Broker shall not knowingly 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) Defamatory Material. Any programs or announcements containing statements which are defamatory of persons or identifiable groups.

(d) Indecency. Any programs or announcements that are obscene or indecent, as those terms are interpreted and applied by the FCC.

5. **LOTTERIES, NUMBERS AND GAMBLING.**

(a) The Station shall not broadcast any information concerning any lottery (except a state lottery). 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 and the FCC.

(b) No "Dream Books." References to "dream books," the "straight line," or other direct or indirect description or solicitations relative to the illegal numbers lottery, "numbers game," or the "policy game," or any other form of gambling are prohibited.

(c) No Numbers Games. References to chapter and verse numbers, paragraph numbers, or song numbers which involve three digits should be avoided and, when used, must be related to the overall theme of the program.

(d) No Casino Gambling. The broadcast information which promotes the patronizing of gambling casinos is prohibited.

6. **REQUIRED ANNOUNCEMENTS.** Time Broker shall broadcast on the Station the following announcements, in a form satisfactory to Licensee:

(a) Station I.D. At the beginning and end of each broadcast day and also each hour, in order to identify the Station's call sign, and the city of license and an announcement at the beginning and end of each broadcast day to indicate that program time has been purchased by the named Time Broker.

(c) Any other announcements that may be required by law, regulation, or the Station's policies.

7. **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.

(b) No Denominational Attacks. Programs shall not be used as a medium for attack on any faith, denominations, or sect or upon any individual or organization, subject to the protections of the First Amendment.

(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 any church are permitted.

(d) No Ministerial Solicitations. Any invitations by any minister or other individual appearing on a program to have listeners come and visit him or her for consolation or the like shall be made if such invitation implies that the listeners will receive consideration, monetary gain, or cures for any illness.

(e) No Miracle Solicitation. Any invitations to listeners to meet at places other than the church and/or to attend other than regular services of the church is prohibited if the invitation, meeting, or service contains any claim that miracles, cures, or prosperity might result.

8. **NEWS BROADCASTS**. Time Broker shall broadcast some news and weather each quarter.

9. **BROADCAST OF TELEPHONE CONVERSATIONS**. Before broadcasting any telephone conversation, all parties to the call must be expressly informed that the call will be broadcast or will be recorded for later broadcast, and the party's express consent to such broadcast must be obtained.

10. **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) the matter is sponsored, either in 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 services 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.

11. **REBROADCASTS**. The Station shall not rebroadcast the signal of any third broadcast station without first obtaining such station's prior written consent to such rebroadcast.

12. **ADVERTISING**. 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.

13. MISCELLANEOUS.

(a) Wavier. Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest would be 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.

ATTACHMENT 3

EXPENSES TO BE BORNE BY TIME BROKER

1. Casualty and liability insurance in amounts comparable to standard industry practice
2. All programming and production costs of Time Broker, including salaries, payroll and unemployment taxes, merchandise, talent fees, supplies, draws and commissions.
3. With regard to Programming provided by Time Broker, Time Broker shall enter into separate licensing agreements with ASCAP, BMI and/or SESAC as of the effective date of this Agreement, and will be responsible for the direct payment of music licensing fees to such agencies pursuant to such separate agreements.
4. Other costs or reimbursements as may be specifically agreed to by the parties, including but not limited to those listed on Attachment 1.

ATTACHMENT 4

PAYOLA AFFIDAVIT

(See attached.)

MEMORANDUM TO EMPLOYEES

This Memorandum concerns Sections 317 and 507 of the Communications Act of 1934, as amended. This issuance of this Memorandum does not mean that we believe that there have been infractions of the law; we simply wish to remind all personnel of their obligations under the law and under the policies adopted by the Licensee of this Station.

Your obligations under section 317 and 507, and this Station's policies, are:

EVERY EMPLOYEE IS PROHIBITED FROM ACCEPTING ANY MONEY, SERVICE OR OTHER VALUABLE CONSIDERATION FROM ANY PERSON OTHER THAN THE COMPANY FOR BROADCASTING ANY MATERIAL OVER THE STATION.

EVERY EMPLOYEE HAVING ANY VOICE IN THE SELECTION OF BROADCAST MATTER IS PROHIBITED FROM (A) ENGAGING IN ANY OUTSIDE BUSINESS OR ECONOMIC ACTIVITY WHICH WOULD CREATE A CONFLICT OF INTEREST IN THE SELECTION OF BROADCAST MATTER; (B) ACCEPTING ANY FAVORS, LOANS, ENTERTAINMENT OR OTHER CONSIDERATION FROM PERSONS SEEKING THE AIRING OF ANY BROADCAST MATTER IN RETURN THEREFOR; AND (C) PROMOTING OVER THE AIR (EXCEPT BY MEANS OF AN APPROPRIATE COMMERCIAL ANNOUNCEMENT) ANY ACTIVITY OR MATTER IN WHICH THE EMPLOYEE HAS A DIRECT OR INDIRECT FINANCIAL INTEREST.

Your attention is also directed to the fact that Section 507 of the communications Act of 1934, as amended, makes it a criminal offense, subject to a fine, or imprisonment, or both, if any employee fails to disclose to the Licensee of the Station any acceptance or agreement to accept from any person other than the Licensee of the Station, any money, service or other valuable consideration for the broadcast of any material over the Station.

Attached to this Memorandum is an Affidavit that you should execute after reading it and the attached copies of the texts of Sections 317 and 507 of the Communications Act of 1934, the FCC's sponsorship identification rule (Section 73.1212 of the FCC's Rules), the 36 interpretations of the applicability of the sponsorship identification rules contained in the annexed copies of the FCC's Public Notices of May 6, 1963, and the annexed FCC Public Notice of May 18, 1988 regarding payola.

_____ (Employee's Initials)

AFFIDAVIT

I, _____ (“Employee”), having been first duly sworn, hereby depose and say as follows:

Employee is (position) _____ for BEE BROADCASTING, INC. (“Broker”).

No matter has been furnished to Broker to for broadcast on Radio Station [_____], at (community of license) _____, (“Station”), for which any service, money or other valuable consideration has been directly or indirectly paid, or promised to , or charged, or accepted, by Employee from any person, which matter at the time so broadcast has not been announced on the air or otherwise indicated on the air at the time of the broadcast of the matter, as paid for or furnished by such person.

As far as Employee is aware, no matter has been broadcast by the Station for which any service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by the Station by the Broker, or by any independent contractor engaged by the Broker 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.

In the future, Employee 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 or presentation of broadcast matter on the Station.

Nothing contained herein is intended to, or shall prohibit acceptance or receipt of anything with the express knowledge and approval by Broker, but such approval must be given in writing by someone expressly authorized to give such approval.

Except as may be expressly disclosed in Paragraph 7 hereof, neither Employee nor Employee’s spouse nor any member of Employee’s immediate family has any present, direct or indirect, ownership interest in any entity engaged in the following businesses or activities (other than an investment in a corporation whose stock is publicly held), serves as an officer or director of (whether with or without compensation), or serves as an employee of, any entity engaged in any of the following business or activities:

The publishing of music;

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;

The exploitation, promotion, or management of persons rendering artistic, production and/or other services in the entertainment field (including, without limitation, the promotions of concerts);

The ownership or operation of one or more radio or television Station;

The wholesale or retail sale of records intended for public purchase;

The sale of advertising time other than on the Station of any other Station owned by, or programmed in whole or in part by, the Broker.

A full disclosure of any such interest referred to in Paragraph 6 above is as follows (attach separate sheet if necessary):

I hereby certify that I have read and will comply with the provisions of Section 317 and 507 of the Communication Act of 1934, as amended, copies of the texts of which are attached hereto. I fully understand that any person who violates Section 507 of the Communications Act is subject to the penalties set forth in Section 507(g) of the Act, consisting of a fine of up to \$10,000 or imprisonment of up to one year, or both.

I also have read and will comply with the provisions of the Federal Communications Commission's sponsorship identification rule (47 C.F.R. 73.1212), a copy of the text of which is attached hereto. I also have read the attached FCC Public Notices of May 6, 1963, and April 17, 1975, which set forth the FCC's 36 interpretations of Section 317 of the Communications Act and Section 73.1212 of the FCC's Rules. I also have read and understood the attached FCC Public Notice of May 18, 1988 concerning payola.

I fully understand, and will comply with, the policy of the Station to prohibit every employee of the Station and every other individual having any voice in the selection of any broadcast matter on the Station from (a) engaging in any outside business or economic activity that would create a conflict of interest in the selection of broadcast matter; (b) accepting, or agreeing to accept (either expressly or implicitly) any favors, loans, entertainment or other consideration or thing of value from persons seeking the airing of any broadcast matter in return therefor; and (c) promoting over the air (except by means of an appropriate commercial announcement as to which full disclosure is first made to Broker and for which a proper

sponsorship identification announcement is broadcast) any activity or matter in which such individual has a direct or indirect financial or other interest.

I also have read, fully understand, and will comply with the attached statement of Station policies adopted by the Broker of the Station.

(Employee's Signature)

Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public

My Commission expires: