

TIME BROKERAGE AGREEMENT

TIME BROKERAGE AGREEMENT ("TBA"), made this 1 day of February, 2013, by and between Deepak Viswanath, licensee of Television Station WDVB-LD, Edison NJ NY (facility id 168834) (the "NY Station"), and; Edison Broadcasting, LLC ("Manager"), and FRONTERA TV LP, Trust (Jose Aquino as trustee), a Trust registered at 414 W. Rialto Ave, [REDACTED] (the "Programmer").

WHEREAS, Deepak Viswanath (collectively, the "Licensee") own and operate the Station pursuant to valid permits and licenses (the "Authorization") issued by the Federal Communications Commission (the "FCC");

WHEREAS, the Licensee has entered into an agreement with the Manager conferring upon Manager the right to enter into agreements to provide programming on a single digital stream on the Station subject to the ultimate control and supervision of the Licensee as required by the rules and policies of the FCC;

WHEREAS, Programmer pursuant to this TBA agrees to provide Spanish language programming for the Station in compliance with all relevant FCC rules (including required children's program, local community shows, closed captioning) regulations and policies for time brokerage arrangements;

WHEREAS, Programmer agrees to use the Station to broadcast such programming of its reasonable selection that is in conformity with all rules, regulations and policies of the FCC, subject to Licensee' full authority to manage and control the operation of the Station and is otherwise provided under the terms of this TBA; and

WHEREAS, Programmer and Licensee agree to cooperate to make this TBA of benefit to the public interest and the parties.

NOW, THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

SECTION 1. BROADCASTS ON THE Station

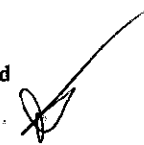
1.1 Representations. Licensee, Manager and Programmer represent that they are legally qualified, empowered and able to enter into this TBA and that the execution, delivery, and performance hereof shall not constitute a breach or violation of any material agreement, contract or other obligation to which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

1.2 Effective Date; Term. This TBA becomes immediately and automatically effective as of the Effective Date February 1, 2013 for a period expiring at 11:59 p.m., local time in New York, on the end of the twenty-fourth month anniversary of the Effective Date, January 31, 2015, (the "[REDACTED] renewal terms n [REDACTED]").

transmission that a change of Programming will occur at the end of the term

1.3 Scope. (a) During the Term, Licensee shall make available to Programmer broadcast time upon a single digital stream, sub channel, on the Station as set forth in this TBA. Programmer shall deliver such programming, at its sole expense, to the Station's transmitter facilities or other authorized remote control points as reasonably designated by Licensee. Subject to Licensee's reasonable approval, as set forth in this TBA, including Attachment II hereto, Programmer shall provide a bi-lingual Spanish and English language programming service, as described in Attachment IV, of Programmer's selection complete with commercial matter, public service announcements and other suitable programming to the Licensee twenty-four (24) hours per day, Monday through Sunday, except that when required by the Licensee, the programmer shall reserve necessary airtime to comply with the Licensee's FCC requirements including for station ID's, public service messages and station related messages and further the programmer to be responsible, at its own cost for the insertion of Licensee's requirements into the programmer's stream (along with providing logs of the insertions). In the event the programmer cannot do the insertions as requested by the Licensee to comply with the FCC Licensee's requirements, the licensee will always have the right to broadcast the messages in order to comply with FCC requirements.

(b) With respect to its programming, the Programmer acknowledges and agrees that it shall provide programming for broadcast over the Station of sufficient quality and quantity, including the 'I/E' identification, to completely satisfy the FCC rules and regulations regarding the Children's Television Reports, and the local community programming responsibilities of at least 3 hours a week, so that Licensee may complete the reports 7 days prior to the filing deadline, pursuant to Section 73.3526(e)(11)(ii) of the FCC's rules. Programmer shall also provide, identify and broadcast over the Station Programming sufficient to enable Licensee to complete the quarterly Issues-Program List that Licensee must maintain as part of the Station's public inspection file as described in Section 73.3526(e)(11)(iv) of the FCC's rules. At this time, the filing deadlines are the 10th of January, April, July, and October. The Licensee has unrestricted and unilateral rights under Section 73.658(e) of the rules of the FCC to reject, preempt or replace programming of Programmer if, in Licensee's reasonable judgment, such programming is unsuitable or other replacement programming is more suitable or otherwise better serves the public interest of the viewers of the Station. All program time on the designated channel on the Station not reserved, or preempted, by or designated for the use of the Licensee shall be available for use by Programmer and no other party.



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(c) Programmer shall ensure that the Programming contains an average of at least three (3) hours per week of "core" children's educational and informational programming, as defined by the FCC and shall provide a description of such programming, in advance, each quarter for Licensee's approval. Programmer shall provide Licensee on a quarterly basis (on the first day of January, April, July and October) with information sufficient to demonstrate compliance of the Programming with FCC requirements concerning educational/informational programming, and the commercial limits in children's programming, during the previous quarter, such that Licensee will be able to complete and timely file with the FCC a children's television report on FCC Form 398 with respect to the digital stream carrying the Programming;

(d) Programmer represents and warrants that the Programming shall comply with all Laws governing the closed captioning of programming for the hearing impaired;



(e) Programmer represents that the Programming will comply with all Laws governing or prohibiting the transmission of indecent, profane or obscene content. Upon reasonable advance notice by Licensee concerning any Program Licensee reasonably believes will violate the rules, regulations, and policies of the FCC prohibiting the transmission of indecent, profane or obscene content, Programmer will preempt such Program.

(f) Programmer shall be solely responsible for any expenses incurred in the production, origination, delivery and/or distribution by broadcast or otherwise, of programming to the Station for broadcast and for any publicity or promotional expenses incurred by Programmer, including, without but not limited to fees payable to such organizations as ASCAP, SESAC, RIAA and BMI for royalties and music licenses for all programming provided by Programmer and all programming distribution by Programmer. Such fees and payments by Programmer will be unrelated to compensation paid to Licensee or any other payments to be made by Programmer under this TBA.

(h) The Programmer will allow the Station to insert a maximum of two minutes per hour for Stations use, which includes, but not limited to, commercial announcements, public service announcements, etc.

1.4 Consideration. As consideration for the air time made available hereunder, Programmer shall make monthly compensation payments to the Manager for the benefit of the Licensee as set forth in Attachment I. Programmer shall be responsible for paying a Monthly Fee each month, in the amount set forth on Attachment I which shall be due on the 15th of each month.

1.5 Station Operations. The parties hereto agree to be bound by the terms and conditions of Attachment II with regard to the operation of the Station.



SECTION 2. INDEMNIFICATION

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

2.2 Licensee' Indemnification. Licensee shall indemnify and hold harmless Programmer from and against any and all Damages resulting from Licensee' operation of the Station and broadcasts of Licensee' programming to the extent permitted by law and any action taken by Licensee, Manager or their employees and agents with respect to the Station, or any failure by either of the Licensee's or their employees and agents to take any action with respect to the Station.

2.3 Limitation. Neither the Licensee nor the Programmer shall be entitled to indemnification pursuant to this section unless and until such claim for indemnification is asserted in writing delivered to the other party in the manner provided in Section 6.8, below.

SECTION 3. TERMINATION AND REMEDIES UPON DEFAULT.

3.1 Termination. In addition to such other remedies as may be available at law or equity, this TBA may be terminated as set forth below by either of the Licensee, the Manager or the Programmer by written notice to the other parties if the party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following:

(a) if this TBA is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(b) (i) for any material breach except non-payment of the Monthly Fee, if the breaching party is in material breach of its obligations hereunder and has failed to cure such breach within ten (10) days of receiving written notice from any of the non-breaching parties, provided that this period can be extended by the mutual agreement of the parties if the breaching party is making a good faith effort to cure; and (ii) for a breach involving Programmer's failure to timely make payments required under Section 1.4, either of the Licensee



or the Manager shall have the right to terminate this TBA immediately if Programmer does not completely cure within five (5) days following notice to Programmer of Programmer's default for failure to make any payments timely as required in Section 1.4 and Attachment I;

(c) with the mutual consent of the parties;

(d) if there has been a material change in FCC rules, regulations or policies that would cause this TBA to be in violation thereof and such change is in effect and not the subject of an appeal or further administrative review and this TBA cannot be reformed, in a manner acceptable to Programmer and Licensee, to remove and/or eliminate the violation.

any time if
copy of such
possible.

3.2 Termination Requirements and Procedures. During any period prior to the effective date of any termination of this TBA, Programmer, Manager and Licensee agree to cooperate in good faith to ensure that the operations of the Station will continue, to the extent possible, in accordance with the terms of this TBA and that the termination of this TBA is effected in a manner that will minimize, to the extent possible, any disruption in the Station's operations.

3.3 Force Majeure. Any failure or impairment of the Station's facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Licensee, Manager or Programmer, or for power reductions necessitated for maintenance of the Station or for maintenance of other Station located on the tower from which either Station broadcasts, if any, shall not constitute a breach of this TBA. The Licensee and the Manager will suspend this TBA, until the Station is operational, except in the case of advance notice given for maintenance issues.

In such Force Majeure case, the licensee will notify the programmer as soon as possible and will cooperate with the programmers to re-establish the signal as soon as possible using all reasonable resources so the programmer may meet their 3rd party agreements such as sponsors and platforms. But in any case, the licensee's only liability to the programmer in such Force Majeure case, is a prorated credit for the amount of time that the channel was off air.

3.4 Other Agreements. During the term of this TBA or any renewal hereof, Licensee will not enter into any other agreement with any third party that would conflict with or result in a material breach of this TBA by the Manager or either Licensee.

SECTION 4. MISCELLANEOUS.

4.1 Assignment.

(a) Neither this TBA nor any of the rights, interests or obligations of either party hereunder shall be assigned, encumbered, hypothecated or otherwise transferred by the Programmer without the prior written consent of the station, which shall not be unreasonably withheld, provided however that without affecting either party's obligations hereunder, either party may assign their rights under this agreement to a third party provided that such third party is majority owned and controlled by either of the Licensee's or the Programmer. In the event the Programmer should make such assignment, the assigning party shall inform the non-assigning party of 1) the identity of the party to whom this Agreement is assigned, 2) the underlying ownership of any entity to whom this Agreement is assigned and 3) the identity of the person or persons authorized to sign on behalf of the party to whom this Agreement is assigned.

(b) This TBA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4.2 Counterparts. This TBA may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

4.3 Entire Agreement. This TBA and the Attachments hereto embody the entire agreement and understanding of the parties relating to the operation of the Station. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this TBA will be effective unless evidenced by an instrument in writing signed by the parties.

4.4 Taxes. Licensee and Programmer shall each pay its own ad valorem taxes, if any, which may be assessed on such party's respective personal property for the periods that such items are owned by such party. Programmer shall pay all taxes, if any, to which the consideration specified in Section 1.4 herein is subject, provided that Licensee are responsible for payment of its own income taxes.

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

4.6 Governing Law. The obligations of Licensee and Programmer are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Act and the rules, regulations and policies of the FCC. The construction and performance of this TBA will be governed by the laws of the State of New York.

4.7 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this TBA shall be by email with return receipt and also: (i) in writing; (ii) sent by telecopy (with receipt personally confirmed by telephone or by electronic confirmation), delivered by hand or by registered or certified mail, return receipt requested; (iii)

deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt; and (iv) addressed as follows:

To Programmer: FRONTERA TV LP, Trust

Attention: JOSE AQUINO
Trustee

To Licensee of the New York Station: Deepak Viswanath

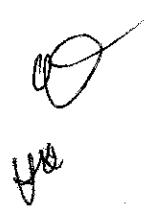
With a required
Copy to:

Scott C. Cinnamon
Law Offices of Scott C. Cinnamon, PLLC
1250 Connecticut Ave., N.W.
Suite 200, #144
Washington, D.C. 20036
Fax No. 202-379-9754
Counsel for the Licensee

And To Manager: Edison Broadcasting, LLC

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

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



4.9 Arbitration. Any dispute arising out of or related to this TBA that Programmer, Manager and Licensee are unable to resolve by themselves shall be settled by binding arbitration in the State of New York by a panel of three neutral arbitrators. Programmer and Licensee shall each designate one disinterested arbitrator, and the two arbitrators so designated shall select the third arbitrator, who shall be the chairperson of the panel. In the event three arbitrators have not been chosen pursuant to these rules within 30 days of the date notice was first given requesting arbitration of a dispute under this provision, the American Association of Arbitrators shall appoint three arbitrators. Before undertaking to resolve the dispute, each arbitrator shall be duly sworn faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of his or her understanding. The arbitration hearing shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The written decision of a majority of the arbitrators shall be final and binding on Licensee and Programmer. The costs and expenses of the arbitration proceeding shall be assessed between Licensee and Programmer in a manner to be decided by a majority of the arbitrators, and the assessment shall be set forth in the decision and award of the arbitrators. Judgment on the award, if it is not paid within thirty days, may be entered in any court having jurisdiction over the matter. No action at law or suit in equity based upon any claim arising out of or related to this TBA shall be instituted in any court by Licensee or Programmer against the other except: (i) an action to compel arbitration pursuant to this Section; or (ii) an action to enforce the award of the arbitration panel rendered in accordance with this Section.

4.10 No Joint Venture. Licensee and Programmer are independent from each other and nothing in this TBA shall be deemed to create a joint venture between Licensee and Programmer.

4.11 Waiver of Compliance; Consents. Except as otherwise provided in this TBA, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, TBA, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, TBA or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this TBA requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing.

4.12 Certification. The Licensee certifies that it shall at all times, maintain ultimate control of their Station's facilities, including specifically control over station finances, personnel and programming.



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


DEEPAK VISWANATH


Licensee of the New York Station


DEEPAK VISWANATH


Officer of the Manager

PROGRAMMER:

FRONTERA TV LP. Trust

By: 

By: _____

Print Name: Jose Aquino
Title: Trustee

*Herbert R. Kraft
Attorney / Director of
Business Affairs
Vice President*

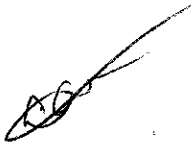
ATTACHMENT I

COMPENSATION SCHEDULE

- a) It has been agreed that from February 1, 2013 to June 30, 2013, [REDACTED]
- b) From July 1, 2013, the [REDACTED]
- c) The programmer agrees to [REDACTED] pertinent to this agreement, and consents to allowing the Manager [REDACTED]
- d) Upon execution of this Agreement, Programmer [REDACTED]
- e) If Programmer fails to make any payment required under this Section within fifteen (15) days of the Due Date thereof, Manager shall have the right to give Programmer notice of default in payment. If Programmer fails to cure the default within five days (5) days of receipt of notice, Programmer shall be in default of this Agreement and Licensee and Manager shall each have the right to terminate this Agreement provided that Licensee or Manager is not then in material default of this Agreement. The ability of Manager and each of the Licensee to terminate this Agreement under this subsection is in addition to their rights and remedies to terminate under other sections of this Agreement.

f) The Monthly Programming Fee shall be made by wire transfer in the amount due to the Manager, to:



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ATTACHMENT II

CONDITIONS FOR STATION OPERATIONS

Operation of the Station. Licensee will have full and unrestricted authority, power and control over the management and operations of the Station during the term of this TBA and during any renewal of such term. Licensee will bear all responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended (the "Act"), the rules, regulations and policies of the FCC and all other applicable law. The Licensee shall be responsible solely for, and pay in a timely manner, all operating costs of their Station, including but not limited to maintenance of all of Station's facilities, including transmitting facilities, costs of the Licensee's employees, and costs of electricity, except that Programmer shall be responsible for the costs of producing, obtaining and delivering its programming.

If any interruption of transmission occurs for more than 6 hours and not due to environmental, terrorism, or other force majeure issues and not due to any actions or omissions by Programmer, then the Manager shall prorate the Monthly Programming Fees for the hours when the Station(s) did not broadcast. If the Station is not able to commence broadcasting within 30 days of the initial interruption of service, then the Programmer will have the option to cancel this Agreement.

Licensee Representations and Warranties. The Licensee represents and warrants as follows:

(a) The Licensee owns and holds or will hold the FCC Authorizations necessary for the legal operation of each Station and those FCC Authorizations are and will be in full force and effect throughout the term of this TBA. There is not now pending, or to Licensee's knowledge, threatened, any action by the FCC or by any other party to revoke, cancel, suspend, refuse to renew or modify adversely any of the FCC Authorizations. All reports and applications required to be filed with the FCC or any other governmental body have been, and during the course of the term of this TBA or any renewal thereof, will be filed in a timely and complete manner.

(b) The Licensee shall pay, in a timely fashion, all of the expenses incurred in operating their Station (except those for which a good faith dispute has been raised with the vendor).

(c) The Licensee hereby grants Programmer the right to grant to multi-video programming distributors the right to retransmit the signal of the specific digital channel of the Station referred to in this TBA during the Term, subject to prior approval of the appropriate Licensee, which shall not be unreasonably withheld or delayed.

Programmer Responsibility. Programmer shall be solely responsible for any expenses incurred in the production, origination, delivery and/or distribution by broadcast or otherwise, of programming to the Station for broadcast and for any publicity or promotional expenses incurred by Programmer, including, without limitation, fees payable to such organizations as ASCAP, SESAC, RIAA, RMLC and BMI for royalties and music licenses for all programming provided by Programmer and all programming distribution by Programmer. Such fees and payments by Programmer will be unrelated to compensation paid to Manager for the benefit of the Licensee or any other payments to be made by Programmer under this TBA.

Responsibility of Licensee. Licensee shall use their best efforts and take all reasonable actions to comply with all conditions of the FCC Authorizations and all rules and regulations of the FCC as well as generally accepted standards of good engineering practice.

Contracts. Programmer will enter into no third-party contracts, leases or agreements which will bind the Manager or the Licensee in any way except with express prior written approval.

Licensee Authority. Nothing in this TBA shall abrogate the unrestricted authority of the Licensee to discharge their obligations to the public and to comply with the Act and the rules, regulations and policies of the FCC with respect to the Station.

Additional Licensee Obligations. Although the parties shall cooperate in the broadcast of emergency information over the Station, Licensee also shall retain the right to interrupt Programmer's programming in case of an emergency or for programming which, in the good faith judgment of Licensee, is of greater local, regional or national public importance. Licensee also shall coordinate with Programmer the hourly station identification for the Station and any other announcements required to be aired under the FCC's rules. Licensee shall continue, and Programmer shall cooperate with Licensee, to maintain a main studio, as that term is defined by the FCC and as applicable to the Station, within the Station's principal community contour, as necessary, shall maintain its local public inspection file in accordance with applicable FCC rules, regulations and policies, and shall prepare and place in such inspection file in a timely manner all material required under the FCC's rules.

Responsibility for Employees and Expenses. Programmer shall employ and be solely responsible for the salaries, taxes, insurance and related costs for all personnel used in the production and delivery of its programming (including, but not limited to, salespeople, technical staff, traffic personnel, board operators and programming staff). The Licensee will provide and be responsible for the Station personnel necessary to comply with FCC rules and regulations and for the broadcast transmission of its own programs (including, without limitation, the Station's General Manager and such operational and other personnel as may be necessary or appropriate), and will be responsible for the salaries, taxes, benefits, insurance and related costs for each of such employees.

Broadcast Station Programming Policy Statement. The Licensee has adopted and will enforce a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Attachment II hereto and which may be amended in a reasonable manner from time to time by Licensee upon notice to Programmer. Programmer agrees and covenants to comply in all material respects with the Policy Statement, to all rules, regulations and policies of the FCC, and to all changes subsequently made by either of the Licensee or the FCC. If a Licensee determines that a program supplied by Programmer is for any reason, within Licensee's sole discretion, unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement it may, upon prior written notice to Programmer (to the extent time permits such notice), suspend or cancel such program without liability to Licensee. Licensee will use reasonable efforts to provide such written notice to Programmer prior to the suspension or cancellation of such program.

Licensee's Control of Programming. Programmer recognizes that the Licensee has the ultimate authority to control the operation of their Station. The parties agree that Licensee's authority includes but is not limited to the right to reject or refuse such portions of the Programmer's programming which the Licensee believes to be unsatisfactory, unsuitable or contrary to the public interest. Programmer shall provide reasonable advance notice to the Licensee of the programming to be broadcast by the of the Station and Programmer shall have the right to change the programming supplied to the Licensee and shall give the Licensee at least twenty-four (24) hours notice of substantial and material changes in such programming.

Programmer Compliance with Copyright Act. Programmer represents and warrants to the Licensee that Programmer has full authority under all intellectual property law and regulation to broadcast its programming on the Station.

Cooperation on Programming. Programmer and Licensee mutually acknowledge their interest in ensuring that the Station serve the needs and interests of its viewers. Programmer, in cooperation with the Licensee, will endeavor to ensure that programming responsive to the needs and interests of the Station' viewers is in compliance with all applicable FCC requirements. To that end, Programmer agrees to provide to the Licensee, information about Programmer's programming that would assist the Licensee in preparing the quarterly issues and program lists as mandated by FCC rules for the Station. All advertising messages and promotional material or announcements provided by Programmer for broadcast over the Station shall comply with all applicable federal, state and local laws, regulations and policies.

ATTACHMENT III

BROADCAST STATION PROGRAMMING POLICY STATEMENT

The following sets forth the policies generally applicable to the presentation of programming and advertising over the Station which Programmer shall follow. Programmer agrees that all programming and advertising broadcast on the Station supplied by it must conform to these policies and at all times be in full compliance with all applicable law and regulation, including but not limited to the law and regulation of the State of Texas, the federal Communications Act of 1934, as amended (the "Act"), the federal Bipartisan Campaign Reform Act, as amended ("BCRA"), and the rules, regulations and policies of the Federal Communications Commission (respectively, the "FCC's rules" and the "FCC"). All references to "Station" below are intended to include reference to any programming or other material for broadcast supplied by Programmer.

Station Identification

The Station must broadcast a station identification announcement at least once an hour as close to the top of the hour as feasible in a natural break in the programming. The announcement shall state the Station's call sign followed immediately by the Station's community of license.

Broadcast of Telephone Conversations

Before recording a telephone conversation for broadcast or broadcasting a conversation live, any party to the call must be informed that the call will be broadcast or will be recorded for later broadcast, and the party's consent to such broadcast must be obtained. This requirement does not apply to calls initiated by parties which are made in a context in which it is customary for the station to broadcast telephone calls and the circumstances put the parties to be broadcast on notice of such broadcast.

"Live" Broadcasts

Any "live" broadcasts by Programmer must be pre-approved by Licensee of the Station where the broadcast is proposed. Prior to the broadcast of any live programs (including, but not limited to, telephone calls and in studio interviews), Programmer shall purchase and install in the Station's audio-visual chain a delay device, in a form, make and model approved by Licensee, that affords an industry standard six to eight second tape delay so that any part of the live programming that might violate federal, state or local rules and regulations can be censored before being broadcast. Programmer shall also provide to Licensee certification satisfactory to Licensee to demonstrate that Programmer's personnel have been properly trained in the use of such delay device.

Sponsorship Identification

When money, service, or other valuable consideration is either directly or indirectly paid or promised in connection with the broadcast of any programming, the Station at the time of broadcast shall announce (1) that the matter is sponsored or paid for, either whole or in part; and (2) by whom or on whose behalf the matter is sponsored or paid for. 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 consideration, material or service is furnished, directly or indirectly, as an inducement for its broadcast, 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 broadcast. However, if the broadcast is 5 minutes duration or less, the required announcement need only be made either at its beginning or end, as required under the FCC's rules and BCRA. In addition, Programmer shall cooperate with Licensee to ensure prior to any sponsored or paid for broadcast involving political matters or controversial issues, the Station shall obtain a list of the chief executive officers, members of the executive committee or board of directors of the sponsoring organization and shall place this list in the Station's public inspection file and otherwise comply with all applicable record keeping and disclosure requirements.

Payola/Plugola

The Programmer, its personnel, and its program suppliers or producers shall not accept or agree to accept from any person or entity any money, service, or other valuable consideration, directly or indirectly, for the broadcast of any matter unless such fact is disclosed so that all required sponsorship announcements may be broadcast. The Programmer will provide to Licensee in advance of broadcast any information known to the Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to or by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Should the Programmer determine that an announcement is required under the Act (including without limitation Section 317 of the Act) and the FCC's rules, the Programmer will insert that announcement in the Programming. The Programmer will obtain from its employees and program producers or suppliers with any responsibility for placing broadcast material on the Station anti-payola/plugola affidavits substantially in the form attached hereto. Commercial matters with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. The Programmer will at all times comply, and seek to have its employees and program producers comply, in all material respects with the requirements of the Act and the FCC's rules.

Rebroadcasts

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

Fairness

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

Personal Attacks

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

Political Editorials

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

Political Broadcasting

All "uses" of the Station by legally qualified candidates for elective office shall be in accordance with Texas law and regulation, the Act, BCRA and the FCC's rules, including without limitation, equal opportunities requirements, reasonable access requirements, lowest unit charge requirements, sponsorship identification, disclosure, reporting and similar rules and regulations.

Obscenity and Indecency

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

The Station shall not broadcast any indecent material, or material which arguably may be considered indecent, outside of the periods of time prescribed by the Commission. Material is deemed to be indecent if it includes language or material that, in context, depicts or describes, in

terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs.

Billing

No entity which sells advertising or otherwise provides advertising, for broadcast on the Station shall knowingly issue any bill, invoice or other document which contains false information concerning the amount charged or the broadcast of advertising which is the subject of the bill or invoice. No entity which sells advertising or otherwise provides advertising for broadcast on the station shall misrepresent the nature or content of aired advertising, nor the quantity, time of day, or day on which such advertising was broadcast. Unknowing errors shall be disclosed and corrected immediately upon discovery.

Contests

Any contests conducted or broadcast by the Station shall be conducted substantially as announced or advertised. Advertisements or announcements concerning such contests shall fully and accurately disclose the contest's material terms at the beginning of such contest and regularly thereafter, with written disclosure of the contest's material terms available immediately upon request by anyone. No contest description shall be false, misleading or deceptive with respect to any material term.

Hoaxes

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

Children's Programming

The Station shall broadcast reasonable amounts of educational and informational programming designed for children aged 16 years and younger in full compliance with the Act and the FCC's rules.

Children's Advertising

Programming designed for children aged 12 years and younger shall not include more than 12 minutes of commercial matter per clock hour, Monday through Friday, and shall not include more than 10.5 minutes of commercial matter per clock hour on weekends. There shall be no host selling, as that term is defined by the FCC, in children's programming on the Station, and in any event, all such advertising shall be in full compliance with the Act and the FCC's rules.

Closed Captioning

All programming broadcast by the Station shall be in full compliance with the Act and the FCC's rules concerning closed captioning.

Emergency Information

Any emergency information which is broadcast by the Station shall be transmitted both aurally and visually or only visually with appropriate warning signals and shall be in full compliance with the Act and the FCC's rules.

Lottery and Gambling

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

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.

Programming Prohibitions.

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

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

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

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

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

Violence. Any programs which are excessively violent.

Unauthenticated Testimonials. Any testimonials which cannot be authenticated.

Attachment IV
PROGRAM DESCRIPTION

Anti-Payola/Plugola Affidavit

(to be Notarized)

City of: _____

County of: _____

State of : _____

_____ being duly sworn, subject to the penalty of perjury, deposes and says as follows:

1. The undersigned serves as _____ .
2. The undersigned has acted in the above capacity since _____.
3. No matter has been provided for broadcast by the Station for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by the undersigned from any person, which matter at the time so provided and broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
4. So far as the undersigned is aware, no matter has been provided for broadcast by the Station for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by the Station in furnishing programs, from any person, which matter at the time so provided and broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
5. In the future, the undersigned will not pay or promise to pay to any third party, 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 matter to be provided to and broadcast on the Station.
6. Except as set forth below, neither the undersigned nor any family member of the undersigned has any present direct or indirect ownership in (other than an investment in a corporation whose stock is publicly traded and held), serves as an officer or director of (with or without compensation) or serves as an employee of, any person, firm or corporation engaged in:
 - a. The publishing of music;
 - b. The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
 - c. The exploitation, promotion; or management of persons rendering artistic production and/or other services in the entertainment field.

By: _____

Date: _____