TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this "Agreement") is made as of November 1, 2021 by and between KLBJ-AM a division of Waterloo Media ("Licensee"), and Edelman Financial Engines, LLC, a Delaware limited liability company ("Programmer").

WHEREAS, Licensee owns and is authorized to operate radio station KLBJ-AM (the "Station") licensed to Austin, TX, pursuant to licenses issued by the Federal Communications Commission (FCC), and Programmer desires to utilize the facilities of the Station to broadcast such programming of its selection as set forth herein using the facilities of the Station.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, Licensee and Programmer, intending to be bound legally, hereby agree as follows:

Section 1. Programming. Licensee agrees to make available to Programmer broadcast time on the Station (which for all purposes of this Agreement shall mean a simulcast on both KLBI-AM) as set forth in this Agreement. Programmer shall provide programming of its selection, including commercial, noncommercial and promotional matters, public service announcements, and other suitable programming, all as determined by Programmer (collectively, the "Programming"). Programmer agrees to include an announcement in form satisfactory to Licensee at the beginning, middle and the conclusion of the Programming to indicate that Programmer has purchased the airtime. All time on the Station not reserved to Programmer pursuant to Section 2 hereof shall be available for use by Licensee. Licensee reserves the right to sell [15] minutes of commercial inventory per hour as advertising time on and for its own account to be broadcast during the hours Programmer is programming the Station, subject to the Additional Specifications contained in Schedule A of this Agreement.

Section 2. Time.

- (a) During the Term, subject to the terms and conditions of this Agreement, Licensee shall broadcast on the Station during the broadcast times specified in Schedule A (the "Broadcast Time") the Programming provided by Programmer.
- (b) As between Licensee and Programmer, Programmer owns all right, title and interest in and to the Programming and all parts thereof and has exclusive rights to all the Programming. Licensee may not rebroadcast, simulcast or make available all or any portion of the Programming without the express written consent of Programmer.
- (c) Licensee shall have the right, in its sole discretion, to preempt any broadcasts of the Program (including any commercials contained therein) to air special events. Special events shall include, but not be limited to, news, weather, special sports events and other live programming. In the event Licensee preempts Programmer's Program (or portions thereof), or show fails to air as scheduled in its entirety due to other causes, the parties will exercise good faith efforts to reach an agreement with respect to the broadcast of the preempted Program (or Programs) at a mutually-agreeable time either immediately following the special event or sports events, or within the next fourteen (14) days. If the parties are unable to reach an agreement within five (5) business days as to when the preempted Program

an hour

(or Programs) will be broadcast on an alternative date and time, Programmer shall be entitled to a reduction in the fee that equals the value of the paid schedule for that week.

- (d) Licensee will not run any advertisement, promotion or programming that involves in whole or in part, any business that is competitive with the business of the Programmer immediately before the broadcast of the Programming, during the broadcast of the Programming, or immediately after the broadcast of the Programming. A business "is competitive with the business of Programmer" if the business involves, in whole or in part, investment or financial advice, investment strategies or evaluation of investment options, including without limitation, stocks, bonds, mutual funds, ETF's, annuities, life insurance policies or products or accounting services.
- Section 3. <u>Program Origination</u>. Programmer will transmit or cause to be transmitted the Programming to the Station's transmitting facilities. Programmer will provide its own phone lines or other mode for such transmission and/or equipment.
- Section 4. <u>Term.</u> The term of this Agreement shall be set forth in <u>Schedule A</u> (the "<u>Term</u>"), unless earlier terminated as set forth in this Agreement. Following the Term, this Agreement shall not automatically renew, but may be renewed only upon the mutual written agreement of the parties. This Agreement may be terminated by either party upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and has failed to cure such breach within ten (10) days of written notice from the non-breaching party. Notwithstanding anything in this Agreement or Schedule A to the contrary, Programmer may terminate this Agreement for convenience upon thirty days' written notice to Licensee.
- Section 5. <u>Fees</u>. As consideration for the Broadcast Time made available hereunder during the Term hereof, together with the advertising and promotional services to be provided by Licensee as set forth in <u>Schedule A</u>, Programmer shall pay to Licensee a Fee as set forth in <u>Schedule A</u> and according to the payment schedule therein.
- Section 6. <u>Licensee Operation of the Station</u>. Licensee shall be responsible for paying all direct and indirect operating costs of the Station. Licensee agrees to maintain the broadcast facilities of the Station to the highest professional and technical standards. To the extent that Programmer's broadcasts are interrupted or degraded due to technical problems, then, Licensee shall rebate pre-paid consideration to Programmer on a prorated basis. Exempt from this shall be matters subject to <u>Section 22</u> of this Agreement.
- Section 7. <u>Programmer Responsibility</u>. Programmer shall be solely responsible for all publicity or promotional expenses incurred by Programmer and all expenses incurred by Programmer in the origination and/or delivery of the Programming.
- Section 8. Overriding Responsibility. Licensee, as the Station's licensee, has the (a) authority and obligation to remain in complete control of the operation of the Station, (b) right and obligation to make the ultimate decisions concerning the programming to be broadcast on the Station and (c) unrestricted authority to discharge its obligations to the public and to comply with the rules, regulations, and policies of the FCC. Licensee may terminate this Agreement immediately upon the failure of Programmer to abide by FCC rules and regulations and the Station's reasonable policies and procedures. Licensee shall retain the ultimate discretion to (d) reject or refuse to air such portions

of the Programming as Licensee may, in its reasonable discretion, believe is unsuitable or contrary to the public interest and (e) preempt the broadcast of the Programming for the broadcast of programming that is responsive to the needs of the Station's community of license. Licensee also shall retain the right, within its sole discretion, to interrupt or preempt Programmer's programming in the event of an emergency to air programming or a news or sports announcement that, in the sole judgment of Licensee, is of overriding public importance; provided, however, that all revenues realized by Licensee as a result of any such an interruption or preemption shall promptly be remitted to Programmer. In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with Station policy or which, in Licensee's reasonable discretion, would not serve the public interest.

Section 9. <u>Special Programming Issues</u>.

- (a) Programmer shall not allow political advertising in its Programming. To the extent that Licensee believes necessary, in its sole discretion, Programmer shall release advertising availabilities to Licensee to permit it to comply with the political broadcast rules of the FCC, including to provide equal opportunities or best unit rates; provided however, that revenues received by Licensee as a result of such release of advertising shall promptly be remitted to Programmer.
- (b) Programmer will not conduct any game, contest or promotion on the Station and any form of gambling or promotion of gambling on the Programs is prohibited, further, no advertisements for gambling of any sort, or any other promotion of gambling of any sort, shall be permitted.
- (c) The subject of religion and references to particular faiths, tenents and customs will be treated with respect at all times.
- (d) The Programming will not be used as a medium for attack on any race, ethnic group, gender, nationality, disability, faith, denomination or sect or upon any individual or organization.
- (e) Programmer will not knowingly broadcast any of the following programs or announcements:
 - (i) false, deceptive or unwarranted claims for any product or service;
 - (ii) infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy or any other unfair competition; and
 - (iii) any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment.
- Section 10. <u>Programmer's Representations, Covenants, and Warranties</u>. Programmer hereby represents, covenants, and warrants to Licensee that:

- (a) Programmer has full power and authority to enter into and carry out its obligations under this Agreement.
- (b) Programmer shall cooperate with Licensee to ensure that all required Station Identification Announcements are broadcast during the Broadcast Time with respect to the Station as required by FCC rules and regulations.
- (c) Programmer shall cooperate with Licensee to ensure that all required ESA announcements are broadcast during the Broadcast Time with respect to the Station as required by FCC rules and regulations.
- (d) As of the date hereof, and throughout the Term, Programmer will have full authority to broadcast the Programming on the Station pursuant to the terms and conditions of this Agreement. Programmer shall not broadcast any material in violation of the Copyright Act or policies of the FCC. All music supplied by Programmer shall be:
 - (i) within the repertoire of ASCAP or SESAC or BMI during the Term;
 - (ii) in the public domain; or
 - (iii) cleared at the source by or on behalf of Programmer.
- (e) In the event that any of the Programming is to be broadcast in whole or in part in any language other than English, Licensee shall have the absolute and unrestricted right to hire, at a cost to be borne solely by Programmer, one or more interpreters fluent in English and the language of the Programming to monitor the Programming, commercial and/or related matters and, at the request of Licensee, to provide to Licensee or Licensee's General Manager, accurate English language digests or transcripts of such Programming and/or Programming matter.

Section 11. Indemnification.

- (a) Programmer shall indemnify and hold Licensee harmless against any and all claims, losses, costs, liabilities, damage and expenses (including reasonable legal fees and other expenses incidental thereto) arising from the broadcast of Programming as provided herein, including, but not limited to, slander, defamation, libel, illegal competition or trade practice, infringement of trademarks or trade names, violation of rights of privacy, and infringement of copyrights and proprietary rights, and any other violation of third party rights, FCC rules or other applicable law. The obligations under this Section shall survive any termination of this Agreement.
- (b) Licensee shall indemnify and hold harmless Programmer from and against any and all claims, losses, costs, liabilities, damage and expenses (including reasonable legal fees and other expenses incidental thereto), arising from Licensee's broadcast of material not furnished by Programmer pursuant to this Agreement, including but not limited to, slander, defamation, libel, illegal competition or trade practice, infringement of trademarks or trade names, violation of rights of privacy, and infringement of copyrights and proprietary

rights, any other violation of third party rights, FCC rules or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

- Section 12. <u>Payola</u>. Programmer agrees that it will not accept in violation of applicable rules of the FCC any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value including, without limitation, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "<u>Consideration</u>"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such requirements.
- Section 13. <u>Non-Discrimination</u>. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, neither party hereto will discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.
- Section 14. <u>Insurance</u>. Each party shall maintain during the term of this Agreement, and for a period of at least two years thereafter (for claims made policies), a professional liability/errors and omissions policy in the amount of at least \$1,000,000 each wrongful act/aggregate covering the wrongful acts of the insuring party with respect to its operations. Each party shall endorse its policy to include the other party, and its parents, subsidiaries, affiliates, employees and agents as additional insureds. Each party shall deliver, upon request, a certificate of insurance to the other party evidencing compliance with the foregoing and upon renewal of the policy thereafter; however, failure by either party to request this certificate shall in no way be deemed as a waiver of the obligation of the parties to maintain the coverages outlined herein.
- Section 15. Assignment. Programmer may not assign its rights or obligations under this Agreement to a third party without the express written consent of Licensee, with such consent not to be unreasonably withheld, conditioned or delayed; provided, however, Programmer may assign this Agreement to an affiliate of Programmer without the consent of Licensee. Except as expressly provided herein, the covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.
- Section 16. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- Section 17. Entire Agreement. This Agreement, including Schedule A, embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements, and understandings relating to such subject matter. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the parties.

- Section 18. <u>Headings</u>. The headings used herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.
- Section 19. <u>Governing Law</u>. The internal laws of the State of California and the rules and regulations of the FCC shall govern the construction and performance of this Agreement.
- Section 20. <u>Notice</u>. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) addressed as set forth below:

To Programmer:

Edelman Financial Engines, LLC 28 State Street, 21st Floor Boston, MA 02109 Attn: Emily O'Neill

and a copy to:

Edelman Financial Engines, LLC 28 State Street, 21st Floor Boston, MA 02109 Attn: Office of the General Counsel

To Licensee:

KLBJ – Waterloo Media 8309 N. IH 35 Austin, TX 78753 Attn: General Manager

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Any such notice, request, demand or other communication shall be deemed to have been received (a) when delivered, if personally delivered, (b) when sent, if sent by facsimile on any day that is not a Saturday, Sunday, legal holiday or other day on which banks in New York, New York, are required to be closed (each a "Business Day") (or, if not sent on a Business Day, on the next Business Day after the date sent by facsimile), (c) on the next Business Day after dispatch, if sent by nationally recognized, overnight courier guaranteeing next Business Day delivery, and (d) on the fifth Business Day following the date on which the piece of mail containing such communication is posted, if sent by mail.

Section 21. <u>Relationship of Parties</u>. Neither Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

Section 22. Force Majeure and Facilities Upgrades.

- (a) The failure of either party hereto to comply with its obligations under this Agreement due to (i) the need to perform construction at the transmitter site or to move the transmitter site in response to FCC authorization of an improvement to or modification of the Station's operating parameters, or (ii) acts of God, strikes or threats thereof or a force majeure or due to causes beyond such party's control, will not constitute an event of default and neither party will be liable to the other party therefor.
- (b) Notwithstanding the provisions of Section 22(a), any failure of Licensee to broadcast the Programming for the reasons described in Section 22(a)(i) and (ii) above beyond a brief interruption in service shall entitle Programmer to a pro rata reduction in the payment required under this Agreement; and
- (c) Programmer and Licensee each agrees to exercise its best efforts to remedy the conditions in Section 22(a)(i) and (ii) applicable to it as soon as practicable.
- Section 23. <u>Subject to Laws; Partial Invalidity</u>. 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 Licensee may file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.
- Section 24. <u>Successors and Assigns</u>. This Agreement shall be binding and inure to the benefit of parties hereto and their respective successors and permitted assigns.

[Remainder of Page Intentionally Left Blank]

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

LICENSEE:

EDELMAN FINANCIAL ENGINES, LLC

KLBJ-AM AUSTIN, TX

DocuSigned by:

Name: FOOR ABGE

lead of Retail Marketing

Title: Date:

Name Satina Duborg

Title: Head of Procurement Date: 11/1/2021

RADIO INSERTION ORDER

SCHEDULE A

The terms of the attached Insertion Order, including without limitation the broadcast time, term, fees and payment schedule, are incorporated into this Agreement by reference.

- I. A sixty (60) minute time slot for the Programmer on Saturdays from 11am 12pm (local) from June 7, 2021 June 5, 2022
- II. The Programmer will purchase an advertising schedule of \$202,335.00 net from June 7, 2021 June 5, 2022
- III. Licensee will not run competitive advertisements on air or stream/simulcast of the Programmer immediately before the show, during the show, or immediately after the show. Competitive is defined as any financial services business, organization or association including but not limited to investment services, banks, insurance, wills, trusts, estate planning, online investing, taxes, CPA's, 401K help, Social Security, etc.
- IV. The Programmer retains three (3) 60 second commercials during the one-hour show. These sports are non-pre-emptable, unless the show is pre-empted due to sports programming.
- V. The Programmer will receive a website link and listing on station website for the duration of the agreement
- VI. Licensee shall submit monthly invoices to Programmer for review and payment. Absent a good faith dispute regarding an invoice, Programmer shall pay, via check or ACH, all invoiced amounts within 90 days of receipt of the invoice.

Broadcast Contract

EDELMAN FINANCIAL ENGINES, LLC EDELMAN FINANCIAL ENGINES LLC 4000 LEGATO RD 9TH FLOOR FAIRFAX, VA 22033

Start Date	Contract#	Mod#
06/07/21	418163	4
End Date 06/05/22	Date Entere 05/05/21	ed Date Last Modified 05/12/21
Advertiser		Station Market
EDELMAN FINAN	CIAL EN	KLBJ-AM
Product EDELMAN JUNE 21	22	SalesRep/Office Steve Martel

Standard Billing Cycle Estimate#

LN	DATE	TIMES/PROGRAMS	LEN LINE RE	MO T		VE T	TH F	R S	SA S	SU SI /W		RATE
1	MO 06/07/21 SU 05/22/22 Run Weeks of: 06/07 06/14 06/21 07/05 07/12 07/19 07 08/09 08/16 08/23 08/30 09/13 09/20 09 10/11 10/18 10/25 11/01 11/08 11/15 11 12/13 12/27 01/03 01/10 01/17 01/24 01 02/14 02/21 02/28 03/07 03/14 03/21 03	/27 10/04 /29 12/06 /31 02/07	60	X	X						6	\$190.00
2	MO 06/07/21 SU 05/22/22 Run Weeks of: 06/07 06/14 06/21 07/05 07/12 07/26 08 08/23 08/30 09/13 09/20 10/04 10/11 10 11/08 11/15 11/29 12/06 12/13 12/27 01. 01/17 01/24 01/31 02/07 02/14 02/21 02 03/14 03/21 03/28 04/04 04/11 04/18 04,	/25 11/01 /03 01/10 /28 03/07	60	Х	X						5	\$125.00
3	MO 06/07/21 SU 05/22/22 Run Weeks of: 06/07 06/14 06/21 07/05 07/12 07/19 07, 08/09 08/16 08/23 08/30 09/13 09/20 09, 10/11 10/18 10/25 11/01 11/08 11/15 11, 12/13 02/14 02/21 02/28 03/07 03/14 03, 04/04 04/11 04/18 04/25 05/02 05/09 05,	/27 10/04 /29 12/06 /21 03/28	60	X	X						6	\$175.00
4	MO 06/07/21 SU 05/22/22 Run Weeks of: 06/07 06/14 06/21 07/05 07/12 07/19 07/ 08/09 08/16 08/23 08/30 09/13 09/20 09/ 10/11 10/18 10/25 11/01 11/08 11/15 11/ 12/13 12/27 01/03 01/10 01/17 01/24 01/ 02/14 02/21 02/28 03/07 03/14 03/21 03/ 04/11 04/18 04/25 05/02 05/09 05/16	27 10/04 29 12/06 31 02/07	60	X	X						4	\$160.00
5	MO 06/07/21 SU 05/22/22 Run Weeks of: 06/07 06/14 06/21 07/05 07/12 07/19 07/ 08/09 08/16 08/23 08/30 09/13 09/20 09/ 10/11 10/18 10/25 11/01 11/08 11/15 11/ 12/13 12/27 01/03 01/10 01/17 01/24 01/ 02/14 02/21 02/28 03/07 03/14 03/21 03/ 04/11 04/18 04/25 05/02 05/09 05/16	27 10/04 29 12/06 31 02/07	60	X	X	-					4	\$160.00

Accepted for Station

Accepted for advertiser OR agency(and MBS, if any) as agent for the advertiser

Name	Title	Name	Title	-
See reverse for accepted terms and condi-	tions, if any		Page	1

Broadcast

Contract

TIMES/PROGRAMS

EDELMAN FINANCIAL ENGINES, LLC EDELMAN FINANCIAL ENGINES LLC 4000 LEGATO RD 9TH FLOOR FAIRFAX, VA 22033

DATE

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Start Date 06/07/21	Contract# 418163	Mod# 4
End Date 06/05/22	Date Entere 05/05/21	ed Date Last Modified 05/12/21
Advertiser EDELMAN FINANC	CIAL EN	Station Market KLBJ-AM
Product EDELMAN JUNE 21	I 22	SalesRep/Office Steve Martel

Standard Billing Cycle Estimate#

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8	MO 06/07/21 SU	06/05/22	06:00A-10:30A	20		 o: SALI			- 3		3	\$0.00
9	MO 06/07/21 SU	06/05/22	06:00A-10:00A	60					- 4		4	\$0.00
10	MO 06/07/21 SU	06/05/22	07:00A-05:00P	2 Snons	 orehir	 : NEW			2		2	\$0.00
11	MO 06/07/21 SU	06/05/22	05:30A-09:00P	2	'		()	< X			10	\$0.00
12	MO 06/07/21 SU	06/05/22	05:00A-07:00P	20 Spons	Χ	X X	()				4	\$0.00
13	MO 06/07/21 SU	06/05/22	05:00A-12:00A	60			()			Χ	5	\$0.00
14	MO 12/27/21 SU	02/13/22	11:00A-02:00P	60	Χ	Χ					7	\$175.00
15	MO 01/10/22 TU (Run Weeks of: 01/10 02/07 03/07	03/08/22	10:00A-11:00A	60	Χ	Χ					5	\$125.00
16	MO 09/27/21 TU	09/28/21	10:00A-11:00A	60	Χ	Χ					4	\$125.00
17	MO 01/10/22 TU (01/11/22	10:00A-11:00A	60	X	X	-				1	\$125.00
	Additional Com	mente	Total Spata	Conto Totald			. 0-				No	
	Additional Com	HeH(5	Total Spots 3289	Spots Total\$ 202,335.00	-	genc		mmis 60.00		\$ 20	Net 02,335.00	Gross \$ 202,335.00
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Accep	oted for Station		Acc	epted for adve	rtiser	OR ago	ency((and N	∕IBS, if	any) a	as agent for	the advertiser
Name	1	Title		Name							Title	
See re	everse for accepted ter	ms and conditions,	if any								Page	2

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Broadcast Contract

EDELMAN FINANCIAL ENGINES, LLC EDELMAN FINANCIAL ENGINES LLC 4000 LEGATO RD 9TH FLOOR FAIRFAX, VA 22033

Start Date	Contract#	Mod#
06/07/21	418163	4
End Date 06/05/22	Date Entere 05/05/21	Date Last Modified 05/12/21
Advertiser EDELMAN FINANCE	CIAL EN	Station Market KLBJ-AM
Product EDELMAN JUNE 2	1 22	SalesRep/Office Steve Martel

Standard Billing Cycle Estimate#

GIVE TO ACCOUNT EXECUTIVE

ADDITIONAL NOTE: moved weeks of 7/19/8/9/ 10/18 to 1/10, 2/7. /3/7 deleted one spot 11/1 and added to 1/18

Billing Projections: By Month

CA ST	Jun 21 13,115.00 13,020.00	Jul 21 16,885.00 12,640.00	Aug 21 20,830.00 21,075.00	Sep 21 13,330.00 13,265.00	Oct 21 16,790.00 20,950.00	Nov 21 17,360.00 13,265.00
CA	Dec 21 13,685.00	Jan 22 21,095.00	Feb 22 18,160.00	Mar 22 20,160.00	Apr 22 17,415.00	May 22 13,265.00
ST	13,265.00 Jun 22	23,325.00	18,335.00	17,985.00	17,360.00	17,605.00
CA	245.00					
ST	245.00					

Accepted for Station

Accepted for advertiser OR agency(and MBS, if any) as agent for the advertiser

Name	Title	Name	Title	
See reverse for accepted terms and condit	ions, if any		Page	3