

AMENDED AND RESTATED MANAGEMENT AND PROGRAMMING AGREEMENT

THIS **AMENDED AND RESTATED** MANAGEMENT AND PROGRAMMING AGREEMENT (this “Agreement”) is made this 25th day of October, 2023 (“Effective Date”), by and between Bradley University, a private university located in Peoria, Illinois on behalf of its public radio station “WCBU” (“Licensee”) and the Board of Trustees of Illinois State University on behalf of its College of Arts and Sciences and WGLT, Illinois State University’s public radio station, (“Manager”).

RECITALS:

WHEREAS, Licensee is the Federal Communications Commission (“FCC”) licensee of noncommercial educational radio station WCBU, Peoria, Illinois and its ancillary services, if any (broadcast auxiliary remote pickups, studio-to-transmitter links, etc.) (the “Station”);

WHEREAS, Manager is an experienced noncommercial station broadcaster and the licensee of a noncommercial educational FM Radio Station, pursuant to authorization of the FCC;

WHEREAS, Licensee and Manager entered into a Managing and Programming Agreement through which Manager undertook the management, programming and operation of the Station for, and under the supervision of Licensee effective June 1, 2019 (the “Operation Date”);

WHEREAS, Licensee continues to expects that management by Manager will promote quality public radio programming over the facilities of the Station; and

WHEREAS, Licensee and Manager wish to continue to collaborate in ways that will advance the educational objectives of both parties;

WHEREAS, the Parties desire to amend the original Managing and Programming Agreement in accordance with the following terms and conditions. This Agreement shall supersede and replace the original agreement in its entirety;

NOW, THEREFORE, in consideration of the above recitals and mutual promises and other good consideration, the parties agree as follows:

1. MANAGEMENT

On the Operation Date, Manager hereby agrees to assume management and operation of the Station under the supervision and control of Licensee. As FCC licensee, Licensee shall at all times retain ultimate responsibility for the Station’s essential functions, including its personnel, programming, and finances. Subject to the foregoing limitations, the management services provided herein shall include certain aspects of the operation and management of the Station,

including, but not limited to, the production and acquisition of programming, administration of Station activities, employment of Station personnel, engineering maintenance and support for Station facilities, financial management, accounting services, routine engineering services, and compliance with all applicable laws and regulations.

(a) Programming

(i) On the Operation Date, Manager will program the Station for 24 hours per day, seven days per week (the "Programming") with a public radio station format. The Programming shall serve the needs and interests of the Station's community of license and further Licensee's educational objectives. Manager will not change the format of the Programming without the prior consent of Licensee. It is understood that for purposes of this Agreement, the existing Programming format is defined as news/talk/informational. This format will continue during the week, and change to music programming at night and on weekends. The Programming will comply with Licensee's program standards, set forth in Attachment 1, the Communications Act of 1934, as amended, the FCC's rules and all applicable content-related law for broadcast programming. Manager will be responsible for obtaining or maintaining any and all intellectual property rights, including copyright licenses, necessary for the broadcast of the Programming over the Station. Any formal, written, listener complaints or FCC inquiry concerning the Programming shall be promptly reported to Licensee. Licensee shall have the right to preempt or reject any Programming if Licensee, determines in its reasonable judgment, concludes that the Programming does not serve the public interest, or that alternate programming would better address local needs.

(ii) As of the Operation Date, Manager agrees to change the audio input of its Peoria translator (103.5 FM, FCC Call sign W278AE) from its current WGLT simulcast to a simulcast of WCBU HD-2 (Classical music format) as soon as reasonably possible after the execution of this agreement. The translator will continue to a simulcast WCBU HD-2's classical music for the duration of this agreement or until a change is mutually agreed upon by manager and licensee.

(b) Delivery of Programming. Manager shall deliver the Programming to the Station at Manager's cost and expense as specified in this Agreement. Except as specified on Schedule D, Manager will be responsible for all costs and expenses incurred in connection with equipment for receiving Programming at the Station, including appropriate equipment for satellite reception, EAS compliance, transmitter remote control and confidence monitoring.

(c) Financial Management. The parties have agreed to manage the Station finances in accordance with the following general principles. In the event specific circumstances arise that are not contemplated herein, the parties agree to negotiate in good faith to reach a mutual agreement to address the issue.

(i) Manager shall act as the fiscal agent for purposes of this Agreement. Except as provided in this Agreement, Manager shall be the responsible contracting party for all WCBU contracts and agreements. Licensee may not enter into operating agreements with respect to WCBU, except as approved by Manager.

(ii) Licensee shall, in the manner consistent with FCC policies, reimburse Manager for Station operating expenses reasonably incurred by Manager. Licensee shall supervise Manager's financial management of the Station by reviewing monthly invoices from Manager (including but not limited to, expenses Manager incurs on services related to grants administered by Licensee), quarterly reports, and the annual budget as outlined in this Agreement.

2. TERM OF AGREEMENT

The amended term of the Agreement shall be October 25, 2023 through June 30, 2029, unless either party provides at least one hundred eighty (180) days advance written notice to the other party of its intention to terminate the agreement.

3. TERMINATION

(a) Licensee may terminate this Agreement: (i) immediately by giving written notice if, in the reasonable good faith discretion of Licensee, the Station is operated by Manager in a manner contrary to the best interests of Licensee, the public interest, convenience and necessity, FCC rules and regulations, the Communications Act of 1934, as amended, or other applicable law; or (ii) if Manager otherwise breaches its obligations under this Agreement, and Manager fails to cure such breach within thirty (30) days of written notice from Licensee or (iii) if Licensee gives Manager 180-days prior written notice of termination.

(b) Manager may terminate this Agreement: (i) immediately by giving written notice if, in the reasonable good faith discretion of Manager, Licensee unreasonably frustrates or impedes effective management and programming of the Station by Manager; (ii) if Licensee breaches its obligations under this Agreement and Licensee fails to cure such breach within 30 days of written notice from Manager or (iii) if Manager gives Licensee 180-days prior written notice of termination.

(c) Upon termination of this Agreement, Licensee shall assume complete operational responsibility for the Station, and Manager shall be relieved of all obligations under this Agreement, except for: obligations incurred prior to the effective date of the termination; the obligation to provide a final accounting pursuant to Section 15 hereof; and the obligation to cooperate with Licensee to wind up Manager's operation of the Station in an orderly fashion.

(d) The parties agree that upon termination of this Agreement, the parties shall review current Manager assets devoted to the Station operation and to make appropriate arrangements to transfer assets as agreed on by the parties to Licensee to continue Station operations. For purposes of clarification, Manager shall at a minimum transfer assets to Licensee to enable Licensee to operate a Station that functions as required by the FCC and existing grant eligibility requirements. It is understood that in transferring assets to Licensee upon termination of this Agreement, Manager will not be required to spend funds that are not otherwise dedicated to the station (including but not limited to WCBU revenues donations or grant proceeds).

(e) Upon termination any funds raised by Manager on behalf of WCBU shall be transferred to Licensee. The parties also agree that upon termination of this Agreement, Manager shall provide information to Licensee related pledges, gifts, or newly established endowments,

including the date(s) and amount(s) and Manager also agrees to effectuate the transfer of any underwriting contracts for the benefit of the Station to Licensee. Should this Agreement terminate, the parties agree to work in good faith to transition all aspects related to the operation of the Station back to Licensee as stated in this paragraph.

(f) If at any time during the Term of this Agreement, in the event that Licensee determines to sell and/or assign the license for the Station to any other party or to arrange for the management/operation or programming of the Station by any other party, Manager shall have a right of first refusal to enter into such agreement, including the purchase or assignment of the Station as follows: Upon the receipt by Licensee of any bona fide offer to purchase or take assignment of or to manage/operate or program the Station, which offer Licensee determines to accept, Licensee shall transmit a notice of the offer to Manager. The notice (i) shall contain the payment structure and a summary of all material terms of the offer, and (ii) shall offer to Manager the option to enter into agreement upon the terms and subject to the conditions of the proposed third party agreement as set forth in the notice. Manager shall then have the right for sixty (60) days to accept such offer. If after the sixty (60) day period Manager fails to accept the offer, its rights as to that offer shall terminate and Licensee may enter into an agreement with the original offering party on the same material terms and conditions as were offered to Manager. If Licensee does not enter such an agreement with the original offering party, Manager's right of first refusal shall again apply for the balance of the period specified above. Manager agrees that the notice of the offer and all information disclosed in conjunction with the notice of the offer will be kept strictly confidential by Manager and its employees, agents, and attorneys and that confidentiality shall survive the termination of this Agreement for a period of one (1) year, except for disclosures required by applicable law or compulsory legal process or necessary to meet governmental reporting obligations.

4. GRANTS/FUNDRAISING/MARKETING

(a) Grants. Licensee agrees to cooperate with Manager in applying for grants, awards, contributions, donations, bequests, devises, legacies or other property or monies (hereinafter collectively referred to as "grants") regardless of nomenclature, for the use or benefit of the Station, including, but not limited to, Corporation for Public Broadcasting ("CPB") grants and any other grants applied for or received in the name of Licensee and intended for the use and benefit of the Station; provided that:

(i) Manager drafts for Licensee's review and approval all applications or other documentation required by such grants;

(ii) The parties shall develop an agreed on description of the Management Agreement that will be used in all grant applications.

(iii) Where Licensee is the prime grant recipient, Licensee shall determine if Manager is acting either as a subcontractor (vendor for services) or sub-recipient (grant) under such grant and shall notify Manager of its decision.

(1) If Manager acts as subcontractor, then the parties will utilize a separate addendum (consistent with Attachment 2) to confirm the specific scope of services eligible to be funded with the funds.

(2) If Manager acts as sub-recipient, Licensee agrees to enter into a subrecipient agreement with Manager based on an agreed on template and budget. Manager shall also invoice Licensee on a monthly basis for all expenses under such grant.

(iv) Where Manager is the prime grant recipient, parties will identify Illinois State university as “the Station Manager on behalf of the FCC licensee, Bradley University.”

(v) For all grants, Manager agrees to the terms and conditions of the grant, as applicable, and serves as fiscal agent for, such grants; and agrees to cover all administrative costs, such as audits or financial reports, required by such grants.

(b) Fundraising. Manager will conduct fundraising activities for the benefit of the Station, including but not limited to membership drives and program underwriting, in such manner as to seek to raise sufficient funds for Manager to professionally manage and operate the Station in continuing consultation with Licensee. Manager shall conduct all fundraising so as to comply with the rules and policies of the FCC applicable to noncommercial educational broadcast stations, including (with specificity) Section 73.503(d) of the FCC rules, and with IRS requirements for documenting charitable contributions. Manager will act as Licensee’s agent for purposes of communicating with existing donors of WCBU. Current endowments for the benefit of WCBU shall be maintained by Bradley University and related earnings shall be used to support WCBU as Manager submits invoices for allowable and reasonable expenses. Any future fundraising done by Manager on behalf of WCBU or in contacts with WCBU’s existing donors shall be represented as “on behalf of WCBU” by Illinois State University and maintained in a separate account for the benefit of WCBU at Illinois State University/Illinois State University Foundation. Any information related to donors, gifts or newly established endowments shall be maintained by Illinois State University under the fiscal management of Manager in a confidential manner. Any and all endowments, and any pledges or planned gifts or donations to those endowments, for the benefit of WCBU shall remain with the Licensee.

5. LICENSE MAINTENANCE

Licensee, as FCC licensee, has the ultimate responsibility with respect to all activities in connection with FCC license renewals, applications for facility changes and such other filings and reports as may be required by the FCC. Manager agrees to assist and advise Licensee in such activities and to prepare all necessary documents, filings and reports for the timely review and approval by Licensee in consultation with Licensee’s own legal counsel. Licensee shall retain ultimate responsibility for the maintenance of the Station’s online public inspection file in a manner that complies with the FCC’s rules.

6. RESPONSIBILITY OF FCC LICENSEE

Licensee and Manager acknowledge and agree that the operation of the Station in compliance with all laws, rules, policies and regulations of the FCC is the ultimate responsibility of Licensee, as licensee. Nothing in this Agreement shall be construed as limiting, transferring,

assigning or relieving Licensee of such responsibility. Licensee and Manager acknowledge that their relationship requires a commitment on both parties' parts to the mission of the Station. To that end, Licensee and Manager shall conduct meetings quarterly (and additionally, on periodic request of Licensee) during which representatives of the parties shall discuss, and Licensee shall provide direction to Manager regarding, the personnel, programming, and finances of the Station.

7. STANDARDS OF OPERATION

Manager agrees that it will manage and operate the Station consistent with industry standards for noncommercial educational broadcasting, so that the Station will provide quality service to the public, protect and enhance Licensee's reputation, and comply with all applicable legal requirements. Manager further agrees to manage and operate the Station, to the extent reasonably possible, in such a manner allowing the production and acquisition of radio programming of community value, and to combine these programs into a nonprofit radio service of high quality for broadcast to Peoria area.

8. INSTITUTIONAL COOPERATION AND MEDIA PROMOTION

(a) Identification of Licensee. Manager will air station identifications that comply with the FCC's rules at the beginning and end of each time of operation and on the hour while the Station is on the air. Manager will identify Licensee as the Station's licensee during each on-air identification, and, as feasible, during additional on-air identifications in marketing or promotional materials that refer to the Station.

(b) On-Air Announcements About Licensee. In addition to FCC-required station identification announcements, Manager will air announcements over the Station that will provide information on both Manager and Licensee educational programs and opportunities, it being understood that Licensee wishes to share in the goodwill generated from the operation of the Station. All such announcements shall comply with FCC requirements and Manager's internal underwriting guidelines. In the event that promotional materials that refer to Manager are bumped to prioritize promotion of Licensee due to unique circumstances, it is agreed that Manager will be promptly provided with a comparable opportunity to air promotional materials at a different time even if that conflicts with time previously allocated to Licensee.

(c) Over the term of this agreement, the parties agree to work together to periodically make public service announcement(s) in support of this partnership, the work of the WCBU staff and the value of the station to the community. The parties also agree to work together to identify and explore new opportunities to integrate WCBU into the academic enterprises of Licensee and Manager, including but not limited to scholarship opportunities, internship opportunities at the Station and with potential underwriters, and partnerships with academic departments that could support WCBU's operation and mission.

9. LIMITATIONS ON CONTRACTING AUTHORITY

The parties agree that all contracts for leases or services in excess of One Hundred Thousand Dollars (\$100,000) entered into by Manager under its management and operation of

the Station shall be subject to approval of Licensee. Manager agrees to follow Licensee's purchasing requirements as applicable for expenses sourced from Licensee funds.

10. MANAGER'S STATION PERSONNEL

(a) Manager should make all reasonable efforts in good faith to ensure that the station is appropriately staffed.

(b) The parties agree that any employee not yet employed by the Manager, will be employed and designated as Manager employees subject to all applicable Manager policies, procedures, practices, and applicable law. Each Station employee will be required to complete the application and hiring process in accordance with Manager's policies and procedures, and applicable law. Designated Licensee representatives may, subject to the Manager's discretion, participate in the Manager's application and hiring process provided that i) the Licensee representatives agree to follow Manager's employment policies, procedures, and practices; ii) Licensee representatives complete required Manager employment training programs; iii) Licensee agrees to follow the Manager's preferred interview format and structure; and iv) Manager retains sole authority with respect to hiring or engaging any Station employee. Prior to hiring any Station employee, Manager shall provide Licensee with the name(s) of each new hire, the name of the position each person had been hired for, the duties each person will perform, and an updated organizational chart.

(i) The parties agree that the Station employees' worksite shall be located at the licensed office space on the Bradley University campus. Bradley agrees to afford the Station employees with access to appropriate Bradley amenities as may be necessary in order for Station employees to perform their roles at the Station. Such amenities shall include but not limited to, appropriate parking, appropriate information technology access, , and facility access on the same or similar basis as are afforded to Bradley employees. The parties agree to mutually negotiate the Station employees access to any other Bradley amenity that may be required in order for the Station employees to perform their roles.

(ii) Licensee is eligible to purchase up to two visitor parking permits per day for WCBU station guests.

(iii) Licensee agrees to designate the restroom located on the 4th floor of Morgan Hall to be an all-gender restroom facility.

(c) The parties agree that Station employees will adhere to all policies, procedures and standards established by the Manager and Licensee. In the event that adherence to both policies and procedures conflict, Manager's policies and procedures will prevail with respect to any term and condition of Station employee's employment. Licensee shall present any issue with respect to the employment of any Station employee to the Manager for resolution in accordance with Manager's applicable policies and procedures and Manager will keep Licensee informed as to the resolution of such issue to the extent permitted by law. Licensee agrees to cooperate with Manager with respect to any employment process that could apply to a Station employee assigned to the Bradley campus. Manager agrees to provide access to information relevant to a Station employee's employment, consistent with Licensee's status under the

Personnel Record Review Act 820 ILCS 40/. Licensee will not adopt restrictions or limitation with respect to any Station employee that could change any term or condition of a Station employee's employment, outside of Manager's applicable process for such change. The parties agree to work collaboratively, in good faith, in a manner that is consistent with applicable law, to the mutual satisfaction of both parties, to resolve all reasonable requests or any immediate issue or concern, that could, for example, present an emergency, an issue of liability, safety or security for either party. Manager, as employer, shall be responsible for the supervision, performance, evaluation, and compensation and benefits of all Station employees. If Licensee has any issue with respect to any Station employee's performance, Licensee may raise such issue for the Manager to address in accordance with the prior paragraph.

(e) In the event of a termination of this Agreement, current station employees may transition to positions under new management, subject to approval of new management.

11. TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES

Intentionally omitted.

12. LICENSE AGREEMENT

Licensee agrees to enter into a License Agreement with Manager in connection with the operation of the Station on the Bradley Campus as specified on Exhibit B.

13. CLOSING

(a) Time and Place of Closing. The closing of the Agreement (the "Closing") shall take place at such date, time and place as may be designated by Licensee following the satisfaction or waiver of all of the conditions to Closing set forth in Section (other than conditions which, by their nature, are to be satisfied at Closing).

(b) Closing Deliveries by Licensee. Intentionally omitted.

(c) Closing Deliveries by Manager. Intentionally omitted.

(d) Further Assurances. Licensee and Manager agree to execute any and all documents and instruments of transfer, assignment, assumption or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement. For purposes of clarification, this provision does not require a party to perform an act that may adversely impact the grantee's eligibility or ability to maintain such grant for the Station.

14. REPRESENTATIONS AND WARRANTIES

(a) Manager represents and warrants that it will maintain its organization and operate in accordance with all laws and regulations applicable to state institutions of higher education in its State. Manager represents and warrants that it will manage, operate and program the Station in full compliance with all applicable laws, rules and policies, including intellectual property law.

(b) Representations and Warranties of the Licensee

(i) Organization of Licensee. Licensee is a not-for-profit Illinois corporation validly existing and in good standing under the laws of the State of Illinois.

(ii) Authority. Licensee has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Licensee has obtained all necessary institutional approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Licensee and (assuming due authorization, execution and delivery by Manager) shall constitute Licensee's legal, valid and binding obligation, enforceable against it in accordance with its terms.

(iii) Ownership and Transfer of Transferred Assets. Intentionally omitted.

(iv) No Consents. No consents, notices or approvals are required from any third party for the transactions contemplated by this Agreement.

(v) Litigation/Consumer Complaints/Claim/Indemnity. At the time of Closing, Licensee represents that it is not aware of any litigation or formal consumer complaints that may adversely impact the Manager's obligations under this Agreement.

(c) Representations and Warranties of the Manager

(i) Organization of Manager. Manager is a body corporate and politic of the State of Illinois duly organized, validly existing and in good standing under the laws of the State of Illinois.

(ii) Authority. Manager has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Manager has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Manager and (assuming due authorization, execution and delivery by Licensee) shall constitute Manager's legal, valid and binding obligation, enforceable against it in accordance with its terms.

15. INSURANCE

(a) During the term of this Agreement and any extensions or renewals thereof, Manager shall self-insure or cause to be insured, and name Licensee as an Additional Insured, the following types and amounts of insurance for:

- (1) Broadcast libel and errors/omissions insurance - at least \$1,000,000.
- (2) Commercial general liability - at least \$1,000,000.
- (3) Workers' compensation - as required by law.

(b) During the Term of this Agreement and any extensions or renewals thereof, Licensee shall either self-insure or obtain insurance policies that insure Licensee's employees, agents and representatives. Coverage shall include, but not be limited to, comprehensive general liability insurance and educators legal liability covering wrongful acts of a radio station owned or operated by Licensee; workers compensation insurance covering Licensee employees and agents who may visit the Station premises as needed; and property insurance covering damage to or risk of loss of Station equipment. Licensee shall name Manager as an Additional Insured on policies, as required.

16. RECORDS/ACCOUNTING

(a) Manager shall keep full and adequate financial and accounting records of the Station's activities and make such records, including, but not limited to, bank records, ledgers, accounts, journals, and audits, available for inspection by representatives of Licensee upon reasonable prior written notice. Within thirty (30) calendar days after the end of each quarter or after reasonable request by Licensee in conjunction with periodic campus accounting (including Licensee's fiscal year end accounting), Manager shall provide to Licensee a financial report, in a form reasonably acceptable to Licensee, that accounts for all revenues and expenses attributable to the Station. Manager shall also provide Licensee with detailed information (frequency and amount of donations) related to Station gifts, or newly established endowments for the benefit of Station within thirty (30) calendar days after the end of each quarter or after reasonable request by Licensee. Invoices for Station expenses shall be submitted between the parties and paid in a timely manner. In the event of any dispute concerning a reimbursable expense claimed by either party, the amount shall be escrowed until the claim is resolved. In the event the parties are unable to resolve the claim between them, they shall submit the matter to a mutually agreeable third party, whose decision shall be binding on both parties, provided that each party assumes an equal share of costs associated with such dispute resolution. Manager shall cause the operations and records of the Station to be audited periodically by an independent certified public accountant based on the fiscal year of the applicable grantee. For purposes of clarification, Manager will produce an audit based on Licensee's fiscal year for purposes of Licensee's CPB grant compliance. Manager shall also cooperate with Licensee's auditor as part of Licensee's periodic audit, as may be reasonably requested by Licensee and its auditor, including permitting ordinary audit procedures to be followed involving the books and records of Manager. Licensee shall also cooperate with Manager's auditor as part of Manager's periodic audit, as may be

reasonably requested by Manager and its auditor, including permitting ordinary audit procedures to be followed involving the books and records of Manager.

(b) Licensee shall be responsible for ascertaining the programming needs of its community of license and maintaining the Station's online public inspection file in compliance with FCC requirements, provided, however, that Manager shall provide advice and assistance with respect to the ascertainment of programming needs and shall upload all relevant documents and information required for Station's public inspection file.

17. RELATIONSHIP

During the term of this Agreement, subject to its terms and conditions, Manager is authorized to hold itself out as the manager and operator of the Station. Subject to the limitation set forth in this Agreement, Manager is hereby authorized to enter into contracts for or on behalf of the Station in the ordinary course of business. Manager shall be responsible for all contracts and financial obligations that it has entered into on behalf of the Station, and shall include pertinent information regarding such contracts in Manager's quarterly financial reports described in Section 15.

18. LICENSEE OVERSIGHT AND CONTROL

Notwithstanding anything in this Agreement to the contrary, Licensee shall retain and exercise oversight and control of the activities and operations of the Station. Without limiting the foregoing, Licensee (through its governing board or the board's designated representative(s)) shall have the right: (a) to promulgate basic Station policies regarding personnel (but only to the extent such policies relate to Station operation), finances and programming; (b) to direct the day-to-day Station activities; (c) to inspect the Station's facilities at any time during operation; (d) to consult with Station management, review FCC-required operating and maintenance records and procedures, and investigate operational complaints; and (e) to require written reports, in addition to the quarterly financial reports described above, no less often than on a yearly basis, including but not limited to, an audited financial statement of Station revenues and expenses for the year, a summary of the Station's programming service, and personnel actions (including EEO compliance). For purposes of clarity, Licensee shall not have oversight or control of Manager's employees generally, but only to the extent that those employees' duties relate to the Station within the scope of this Agreement. It is also understood that Manager's employment of personnel shall be conducted in accordance with all applicable laws, grant requirements, and Manager collective bargaining agreements. The Station Manager of Manager shall be responsible for reporting to the Licensee governing board or to the Licensee officer(s) designated by Licensee.

19. NOTICES

Any written notice to any party required or permitted under this Agreement shall be deemed to have been duly given on the date of personal service on or on the date of receipt by the party to whom notice is to be given, and shall be addressed to the addressee at the address stated below, or at the most recent address specified by written notice under this provision.

If to Licensee:

Bradley University
Attn: Erin Kastberg

Vice President for Legal Affairs & General Counsel
[1501 W Bradley Ave](#)
Peoria, IL 61625
Phone: (309) 677-3151
ekastberg@fsmail.bradley.edu

If to Manager:

Illinois State University
WGLT
Attn: RC McBride, General Manager
8910 Illinois State University
Normal, IL 61790-8910
Phone: 309-438-2713
Email: RCMCBride@IllinoisState.edu

20. INDEMNIFICATION

(a) Licensee agrees to indemnify, defend and hold harmless Manager from loss, damage, or liability that may be caused by or arise from Licensee's operation of the Station prior to the Effective Date commences, or related solely to the acts, or failures to act, by Licensee after the Effective Date, or Licensee's obligations under this Agreement.

(b) To the extent permitted by applicable law, Manager agrees to hold harmless Licensee from any fines or penalties imposed by the FCC or other governmental authority, that may be caused by or arise from Manager's management or operation of the Station after this Agreement commences or from any acts or omissions by Manager relating to its obligations under this Agreement. With respect to any losses, liabilities or obligations in connection with the ownership or operation of the Station after Closing, it is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

21. SEVERABILITY

If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement,

provided that such remaining portions or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.

22. ASSIGNMENT; SUCCESSORS

This Agreement may not be assigned by either party without the other party's consent, which may be given or withheld in its sole discretion. Any attempted assignment without such consent shall be cause for immediate termination of the Agreement by the non-assigning party.

23. COMPLETE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the management and operation of the Station during the term hereof, and, except as specifically referred to herein, all prior obligations, proposals and agreements relating to the subject matter hereof have been merged herein. This Agreement shall not be modified or amended except by agreement in writing duly executed by the parties hereto.

24. GOVERNING LAW; VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. The parties agree that any actions or proceedings arising directly or indirectly from this Agreement shall be litigated only in courts located in the Illinois Court of Claims.


25. COUNTERPARTS; FURTHER ASSURANCES

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. The parties shall promptly sign all documents, perform all acts, and take such other actions as are necessary to effectuate this Agreement.

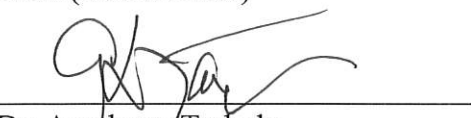
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IN WITNESS WHEREOF, the parties to this Agreement have duly executed this Agreement as of the Effective Date.

LICENSEE (LICENSEE)

By: 
Dr. Stephen Standifird
Title: President of Bradley University

MANAGER (MANAGER)

By: 
Dr. Aondover Tarnhule
Title: Interim President of Illinois State University

Reviewed and Approved
as to legal form
Office of General Counsel

**STATEMENT OF STATION POLICIES OF
LICENSEE**

Licensee ("Licensee"), Licensee of Radio Station WCBU (the "Station"), hereby establishes the following standards, practices, policies and regulations to govern the broadcast of all programming aired over the Station. The following standards, practices and policies are to be adhered to in the preparation, writing, production and broadcasting of all advertisements and programs aired over the Station:

I. No Payola Or "Plugola". The mention of any business activity or "plug" for any commercial, professional or other related endeavor on the Station is prohibited, except where contained in an underwriting message that complies with the requirements of Section 399B of the Communications Act and Section 73.503 of the rules of the Federal Communications Commission ("FCC") and such message contains a sponsorship identification announcement which meets the requirements of Section 317 of the Communications Act and Section 73.1212 of the FCC's rules.

II. No Lotteries. Except as expressly permitted under Section 73.1211 of the FCC's rules, no announcements, messages or programs may be broadcast over the Station (without the express prior written approval of the Licensee) which give any information about or which promote any lotteries or games of chance, including any bingo games and the like, which are to be held by a local church or other non-profit institution or organization. A lottery, for these purposes, is a game or promotion in which a prize is awarded and where the selection of the winner or the amount or nature of the prize is determined in whole or in part on

the basis of chance, and where contestants enter the promotion by paying or promising any form of consideration (e.g., money, substantial time, or substantial energy).

III. Station Identification Announcements Required. A station identification announcement must be broadcast each time the Station goes on the air and when it signs off the air. A station identification announcement must also be broadcast each hour, as close to the top of the hour as feasible, at a natural break in programming, and shall comply with the requirements of Section 73.1201 of the FCC's rules.

IV. Contests and Promotions. In the event that the Programs contain information about any contest that the Manager conducts, the Manager shall comply with Section 73.1216 of the FCC's rules by fully and accurately disclosing the material terms of the contest and by conducting the contest "substantially as announced." No contest description shall be broadcast on the Station where the Manager knows that such description is false, misleading or deceptive with respect to any material term.

V. Obscenity and Indecency Prohibited. No obscene material may be broadcast over the facilities of the Station. No indecent material may be broadcast on the Station during any time when the airing of such programming would be contrary to law or FCC regulations or policies. For these purposes, "indecent" material is defined as language or material that describes sexual or excretory activities or organs in a patently offensive manner, as measured by contemporary community standards for the broadcast medium. Material will be considered obscene if (a) the average person, applying contemporary community standards, would find that the material appeals to the prurient interest, (b) it describes or depicts, in a patently offensive manner, sexual conduct as defined by applicable

state law, and (c) taken as a whole, it lacks serious literary, artistic, political or scientific value.

VI. Advertising. No advertisements as defined by Section 399B of the Communications Act and Section 73.503 of the FCC's rules, shall be broadcast on the Station.

VII. Defamatory Statements Prohibited. No statements known to be libelous or defamatory may be broadcast on the Station. Libel is a false statement of fact about a person, which tends to injure that person's reputation or otherwise cause injury or damages to that person.

VIII. "Equal Time" For Political Candidates. If a legally qualified candidate for public office is allowed to "use" (as defined in Section 73.1941(b) of the FCC's rules) the Station on a non-exempt program during his/her campaign, his/her legally qualified opponents must be afforded equal opportunities to appear on the Station.

IX. Sponsorship Identification Announcements. All sponsored programs must (a) contain an announcement stating the fact that the matter broadcast was sponsored, paid for, furnished by, or in support of the Station, and must disclose the true identity of the person or entity on whose behalf payment was made or promised for the broadcast, or (b) otherwise comply with Section 317 of the Communications Act and Section 73.1212 of the FCC's rules. Whenever such a sponsorship identification announcement is required, the announcement must be made both at the beginning and conclusion of each program of over five minutes in length. If a sponsored broadcast is five minutes or less in duration, only one such announcement is required, and it may be made either at the beginning or the conclusion of the broadcast or announcement.

ATTACHMENT 2

MANAGEMENT AND PROGRAMMING AGREEMENT: GRANT ADDENDUM TEMPLATE

This Addendum (hereinafter the "Addendum") is hereby a part for all purpose of the Amended and Restated Management and Programming Agreement dated [XXXXXXX] ("Management Agreement") by and between Bradley University, a private university located in Peoria, Illinois on behalf of its public radio station "WCBU" ("Licensee") and the Board of Trustees of Illinois State University on behalf of its College of Arts and Sciences and WGLT, Illinois State University's public radio station, ("Manager").

WHEREAS, the parties agree that this Addendum shall set forth additional terms and conditions that Manger shall provide related to the grant for Project Name (hereinafter the Prime Award) awarded by Prime Sponsor (hereinafter referred to as "Funding Agency") to Licensee;

Except as expressly modified herein, all terms of the Management Agreement remain in effect.

1. **Project Terms and Conditions:**
 - a. **Scope of Work:** Manager shall furnish the necessary personnel, materials, services, facilities and equipment and otherwise to do all things necessary for the performance of its work described in its proposal and budget which is attached hereto and incorporated herein by reference as Attachments 1, 2 and 3.
 - b. **Amount:** The amount of the Subaward is \$#####.
 - c. **Period of Performance:** The period of performance shall be from ####/####/#### through ####/####/####.
 - d. **Project Director:** The Manager project director is Station Manager, WGLT Campus Box 8910, Normal IL 61790-8910, 309-438-2255, wgl@ilstu.edu .
 - e. **Reports:** Manager shall comply with all applicable reporting requirements. A final report is due no later than ####/####/####.
 - f. **Compliance with Law:** The parties agree to comply with all applicable Federal, State and local laws, rules, and regulations.
 - g. **Other:**

2. General Terms and Conditions:

- a. It is understood that this subaward is awarded under the Prime Sponsor grant and all applicable requirements, regulations and provisions of the Prime Grant Award (Attachment 4) are hereby incorporated into this subaward .
- b. All terms of the Management Agreement included but not limited: personnel, policies & procedures, insurance, records/accounting, auditing, taxes, indemnification/liability, and governing law shall apply to this Addendum.
- c. Since the Manager is acting as the fiscal agent for purposes of the Management Agreement, the Manager will have internal controls and processes and procedures in place to ensure that the Prime Grant Award is used for authorized purposes and that the Prime Grant Award performance goals are achieved. The Manager will be responsible for resolving audit findings specifically related to the Prime Grant Award and shall follow-up to ensure timely and appropriate action is taken on all deficiencies pertaining to the Prime Grant Award.
- d. **Order of Precedence:** In the event of any inconsistencies between the Management Agreement and the Prime Grant Award, the Prime Grant Award shall control.
- e. **Publication of Results:** Any publication of results must be done in accordance with the terms of the Prime Award.
- f. **Termination:** Either party may terminate this Addendum by giving at least thirty (30) days advance written notice to the other party prior to the date of termination.

IN WITNESS WHEREOF the parties have executed this agreement on the dates set forth below to be effective as of the date first above written.

MANAGER

The Board of Trustees of
Illinois State University

LICENSEE

Bradley University

Craig C. McLaughlan
Associate Vice President for Research
Financial and Graduate Studies

Dennis Koch
Associate Vice President of
Services

Date

Date

TEMPLATE ATTACHMENT 1
Scope of Work

TEMPLATE ATTACHMENT 2
Budget

TEMPLATE ATTACHMENT 3
Budget Justification

TEMPLATE ATTACHMENT 4
Prime Agreement