

**TIME BROKERAGE AGREEMENT
BETWEEN**

**MILLARD S. YOUNTS, RECEIVER FOR
MNE BROADCASTING, LLC**

AND

JONES BROADCASTING LLC

(TIME BROKER)

PERTAINING TO

**TELEVISION STATION
WEFC (WDRL)**

**DANVILLE, VA
(ROANOKE-LYNCHBURG)**

AUGUST, 2012

TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement ("Agreement"), is entered into this 27th day of August, 2012, by and between Jones Broadcasting, LLC, a Virginia limited liability company ("Time Broker") and Millard S. Younts, Receiver for MNE Broadcasting, LLC, a Virginia limited liability company ("Licensee").

WITNESSETH:

Whereas, Licensee is a Receiver, duly appointed by the U. S. District Court, Southern District of West Virginia (the "Court"), by Amended Judgment Order in Civil Action NO. 5:04-01204, entered June 18, 2010 (the "Order") related to WEFC (WDRL) TV Danville, Virginia, FCC Facility 15507 (the "Station") and desires to provide high-quality informational and entertainment programming in its service area; and

WHEREAS, Time Broker is an experienced broadcaster and desires to purchase the available schedule of the Station's broadcast time;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto have agreed and do agree as follows:

1. PROGRAMMING.

1.1. Subject to the rules and policies of the FCC and the limitations contained herein, Licensee agrees to provide broadcast assistance services to Time Broker, and to broadcast on the Station, or cause to be broadcast, a weekly schedule programming presented to it by Time Broker, including music and other entertainment programs, nonentertainment programs and commercials as selected by Time Broker in its sole discretion (the "Programming"), for Station's entire broadcast schedule except for those hours reserved by Licensee as set forth below.

1.2. Licensee may produce or present up to one (1) hour a week of programming to be aired on the Station between 5 a.m. and 7 a.m. on Sundays. Licensee shall maintain a complete FCC Local Public File and compile all required quarterly Issues/Programs Lists (as required by the Federal Communications Commission ("FCC")). Time Broker shall give Licensee copies on a weekly basis of all operating and programming information necessary to maintain those records required to be kept by the FCC's rules and polices including, without limitation, EAS announcements, station operating logs and daily program logs.

1.3. Time Broker shall insert in each week's Programming, without charge to Licensee, up to ten (10) public service announcements ("PSAs"), each of which will not exceed sixty (60) seconds in duration. Such PSAs shall be selected by Licensee in its sole discretion to meet its community service obligations, and the insertion of such PSAs in the Programming shall not entitle Time Broker to any payment credits.

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

2. PAYMENTS. For broadcast of the Programming as provided hereunder, Time Broker hereby agrees to promptly pay Licensee the monthly amounts submitted to Time Broker and specified in **Attachment A**. Monthly payments for the Programming are due and payable on the first (1st) day of each month. A late fee on One Hundred Dollars \$100.00 will be assessed if the payment is not received by the tenth (10th) business day of the month.

3. TERM. The term of this Agreement shall be for a period of up to twelve (12) months from the Effective Date of this Agreement, August, 27, 2012.

4. PROGRAMMING STANDARDS; RECORD-KEEPING.

4.1. Time Broker shall furnish or cause to be furnished the artistic personnel and material in broadcast-ready form for the Programming. All Programming shall comply with all applicable statutes and FCC rules, policies and requirements, as announced from time to time by the FCC.

4.2. During the term of this Agreement, Time Broker shall maintain and deliver to the Station such records and information required by the FCC to be placed in the public inspection files of the Station pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1930, 73.1940 - 73.1944, and 73.3526 of the FCC's rules, and pertaining to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules. Time Broker shall also consult with the Licensee and adhere strictly to statutes and the rules, regulations and policies of the FCC, as announced from time to

time, and with the policies with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to “equal opportunities” and the carriage of contrasting points of view as mandated by any “fairness” rules with respect to such “issue-oriented” advertising or programming as may be broadcast) and the charges permitted therefore. In general, Time Broker will provide to the Station such documentation relating to such programming as Licensee shall reasonably request and shall indemnify the Licensee for any claim, demand, cost or expense (including reasonable attorneys' fees) arising from the inclusion of any such material in the Programming provided to the Station during the term of this Agreement.

4.3. Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Time Broker's programs but, in accordance with the provisions of Section 1.2 hereof, Licensee shall be advised promptly by Time Broker of any public or FCC complaint or inquiry concerning such programming, and Licensee shall be given the originals of any letters from the public, including complaints, concerning such programming for inclusion in the Station's public records file as required by the FCC.

5. EXPENSES.

5.1. Time Broker shall be responsible for the expenses, specified in **Attachment B**, associated with the production and development of the Programming, and the sale of air time on the Station during hours in which the Programming airs.

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

5.3. Licensee will be solely responsible for payment of all Station expenses necessary to fulfill Licensee's FCC obligations and to transmit the Programming, and will be responsible for the salaries, taxes, insurance and related costs for Licensee's Station personnel. Without limiting the generality of the foregoing,

Licensee will be responsible for all costs associated with the maintenance of Station's tower, transmitter and antenna, electrical power at the Station's main studio and from the studio to the transmitter site, lighting, heating and cooling at the main studio and transmitter sites, maintenance of the Station's local public records file, rent, and all other expenses associated with maintaining the Station's main studio but the Parties specifically agree and understand that the Time Broker shall reimburse Licensee for **all** said expenses noted in **Attachment B.**

6. OPERATION OF STATION.

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

6.2 Licensee further warrants and agrees with Time Broker that this responsibility to retain control is an essential and material element of the continuing validity and legality of this Agreement.

6.3 Licensee shall provide and pay the costs of (a) its General Manager for the Station, who shall report and be accountable solely to Licensee and who shall direct the day-to-day operations of the Station, and (b) such other engineering, administrative and programming personnel as are necessary to fulfill its obligations to the FCC and under this Agreement, including but not limited to all costs of performing required meter readings and of manning any remote control facilities associated with the Station's main transmitting system as necessary to meet FCC operating requirements.

6.4 Licensee shall be responsible for meeting all of its requirements with respect to its local service obligations including, but not limited to, compliance with station identification requirements, maintaining a fully operational main studio within the Station's principal community contour, and broadcasting its own issue-responsive programming.

6.5 Time Broker shall not represent, warrant or hold itself out as Station's Licensee and shall sell all its advertising time and enter into all agreements in its own name. Licensee reserves the right to refuse to broadcast any program or programs containing matter which is, or in the reasonable opinion of Licensee may be,

or which a third party claims to be, violative of any right of its or theirs or which may constitute a personal attack as the term is and has been defined by the FCC.

7. FORCE MAJEURE. Any failure or impairment (*i.e.*, failure to broadcast at Station's full authorized height and power) of facilities or any delay or interruption in broadcast programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof or *force majeure* or due to causes beyond the control of Licensee shall not constitute a breach of this Agreement and Licensee will not be liable to Time Broker, except to the extent of allowing, in each such case of a failure or interruption lasting forty-eight (48) hours or more, an appropriate payment credit for time or broadcasts not provided based upon a *pro rata* adjustment to amounts due as specified in **Attachment B** based upon the length of time during which the failure or impairment exists.

8. RIGHT TO USE THE PROGRAMMING. The right to use the Programming and to authorize its use in any manner and in any media whatsoever shall be and remain vested solely in Time Broker.

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

10. INDEMNIFICATION; WARRANTY.

10.1 Each party warrants that it will indemnify and hold harmless the other party, and its directors, officers, employees, agents and affiliates, from and against any and all liability, including without limitation all consequential damages and attorneys fees, arising out of or incident to the programming furnished by the party or the conduct of the party, its employees, contractors or agents. Without limiting the generality of the foregoing, each party will indemnify and hold and save the other, and its directors, officers, employees, agents and affiliates, harmless against liability for libel, slander, infringement of trade marks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming furnished by it. Time Broker will maintain customary amounts of libel and slander insurance and name Licensee as an additional insured party.

10.2 Neither party shall be responsible to the other party for any damages occurring as a result of any FCC or other finding that implementation of this Agreement has resulted or will result in a violation of any statute, regulation or FCC rule or policy.

10.3 Each party warrants that it will indemnify and hold harmless the other party and its directors, officers, employees, agents and affiliates from and against any cost or liability (including reasonable attorneys' fees and court costs) arising out of the indemnifying party's misrepresentation under or violation of this Agreement or any portion hereof, or any related agreement between the parties, including costs of defending third party claims and costs of enforcement of this Agreement or such other, related agreement.

10.4 Time Broker will indemnify and hold harmless the Licensee in connection with any fines levied against the Licensee as a result of Time Broker's actions or inactions during the term of this Agreement.

11. EVENTS OF DEFAULT.

11.1 The following shall, after the expiration of the applicable cure period, constitute "Events of Default" under the Agreement:

(a) *Non Payment.* Time Broker's failure to timely pay the consideration provided for in **Section 2.0** and **Attachment B** hereof;

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

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

(d) *Denial of Access.* Licensee's refusal to provide Time Broker with access to the broadcast facilities of Station in violation of Licensee's obligations under this agreement, where such denial of access is not based on Licensee's good faith reasonable determination that the public interest, convenience and necessity requires such denial.

11.2 In Event of Default other than non-payment shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the other party with written notice specifying the event or events that is not cured would constitute an Event of Default and specifying the actions necessary to cure within such period. This period may be extended (only in writing and only by the non-defaulting party) for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the other party.

11.3 Either party shall have the right to terminate this Agreement immediately in the event of an uncured Event of Default by the other party, provided, that the terminating party is not also in material breach of this Agreement.

12.0 CONTRACT TO PURCHASE

12.1 Time Broker and Licensee have entered into an Asset Purchase Agreement for the purchase and sale of substantially all of the assets used or held by Licensee in connection with the operation of Station (the "Option Agreement"). It is understood and agreed that an application for Commission Consent to the assignment of the FCC licenses of the Station from Licensee to Time Broker ("Assignment Application") has been be filed effective March 13, 2012. This Assignment Application is awaiting FCC approval as well as renewal of the 2012 television station license for the licensing period for the state of Virginia.

12.2 Upon FCC approval of the Assignment Application, and consummation of the purchase of the Station, this Time Brokerage Agreement shall terminate, with no further liability of either party thereunder.

12.3 Time Broker understand that if there exists an uncured default on its part, that the Licensee, at his discretion, may terminate the Option Agreement subsequent to ten (10) business days written notice of default and the failure to timely cure said default.

13. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it is legally qualified, empowered, and able to enter into this Agreement, and that this Agreement has been reviewed by its counsel.

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

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

16. REQUIRED CERTIFICATIONS.

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

16.2. By Time Broker. Time Broker hereby certifies that the arrangement with Licensee as set forth herein and as contemplated in all aspects of operation is and shall remain in compliance with Subparagraphs (a)(1) and (e)(1) of 47 CFR Section 73.3555 and 47 CFR Section 73.3556, concerning time brokerage agreements and duplicated programming. Time Broker represents and warrants that this certification may be relied upon by the FCC, as well as by Licensee.

17. CONSTRUCTION; COMPLIANCE WITH FCC REQUIREMENTS. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia other than the choice of law provisions of such state, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations and policies of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted. The parties believe that the terms of this Agreement meet all of the requirements of current FCC

policy for brokerage agreements and agree that they shall negotiate in good faith to meet any FCC concern with respect to it if they are incorrectly interpreting current FCC policy or that policy is modified. If the parties cannot agree to a modification or modifications deemed necessary by either party to meet FCC requirements, the termination provisions of Paragraph 20 below shall apply. The parties further agree that they will submit to the FCC a copy of this agreement as soon as practicable after execution so that the FCC will be aware of the parties' plans.

18. TERMINATION. This Agreement may be terminated if:

18.1. the FCC advises it to do so to comply with the FCC's rules or policies;

18.2. this Agreement is terminated subsequent to ten (10) days written notice and failure of defaulting party to timely cure said default because of an Event of Default by the other party, and the party giving notice of termination is not itself in material default thereunder;

18.3. this Agreement is terminated as a result of the consummation of the sale of the assets and licenses of Station pursuant to the March 13, 2012 Asset Purchase Agreement between the parties.

19. ALLOCATION OF REVENUES.

19.1. All income received by Time Broker during the Term of this Agreement for the sale of air time on the Station which is in payment for advertising aired prior to the commencement of the Term of this Agreement shall be retained by Time Broker with proceeds applied to reimbursed expenses due and payable to Licensee with an accounting every thirty (30) days.

19.2. Upon the expiration of this Agreement or early termination as provided in Section 20 above, all income received by Licensee subsequent to such termination or expiration which is in payment for advertising sold by Time Broker during the term of this Agreement shall be paid to Time Broker by Licensee, once all reimbursed expense obligation have been met with an accounting thereon every thirty (30) days.

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

21. SUCCESSORS AND ASSIGNS. This Agreement may be assigned by Licensee to an assignee or transferee of the FCC License for the Station. Time Broker may not assign this agreement.

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

23. EFFECTIVE DATE. Station broadcasts of Programming produced by Time Broker shall begin at 12:01 a.m. on August 30, 2012.

24. NOTICES.

24.1 Any notices to be given under this Agreement by either party to the other may be effected by certified mail, postage prepaid with return receipt requested, or by USPS Express air service, overnight air courier service or same day delivery service. Notices shall be addressed to the parties at the addresses given below, but each party may change its address by written notice in accordance with this paragraph. The telefax number of each party is also specified below:

If to Licensee:

Millard S. Younts, Receiver for
MNE Broadcasting, LLC
6802 Patterson Ave.
Richmond, VA 23226
Tel: 804-282-5561
Fax: 804-282-5659

If to Time Broker:

Greg Jones, Managing Member
Jones Broadcasting LLC
4503 Westdale Road
Roanoke, VA 24017
Tel: (443) 418-1620
Fax: _____

24.2 Notice shall be deemed to have been given three (3) business days after mailing if sent by registered or certified mail, or on the next business day if sent by USPS express mail, overnight air courier, or same day delivery service. Notification by telephone facsimile shall not constitute Notice for purposes of this Section.

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

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

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

[THE NEXT PAGE IS THE SIGNATURE PAGE ONLY]

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the Year and Date first above written.

Time Broker:

JONES BROADCASTING LLC

Witness

Greg Jones, President

Licensee:

**MILLARD S. YOUNTS, RECEIVER
FOR MNE BROADCASTING, LLC**

Witness

Millard S. Younts

PAYMENTS AND FEES

1. **Monthly TBA Fee:** Months 1-12: \$1.00, plus costs.
2. **Reimbursements.** Time Broker shall reimburse the Licensee for all costs it incurs in association with the operation of the Station as FCC Licensee, including, but not limited to, FCC Regulatory Fees. Reimbursements shall be paid within seven (7) days of notice by Licensee.
3. **MISCELLANEOUS.**
 - (a) *Waiver.* Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.
 - (b) *Prior Consent.* In any case where questions of policy or interpretation arise, Time Broker should submit the same to Licensee for decision before making any commitments in connection therewith.

ATTACHMENT B

Monthly EXPENSES TO BE REIMBURSED BY TIME BROKER TO LICENSEE

1. Casualty and liability insurance in amounts comparable to standard industry practice.
2. Time Broker shall bear all programming and production costs, including salaries, payroll and unemployment taxes, merchandise, talent fees, supplies, draws and commissions.
3. Reimbursement for all operating costs incurred by Licensee in the operation of the Station listed here but not limited to the following estimated monthly TBA expenses:

Tower-Antenna Lease-Crown Castle/Verizon: \$1,300/mo.

Transmitter Building-Ground Lease-Williams Pipeline: \$1,071/mo.

Utilities-Mecklenburg Co-Op: \$1,400/mo.

Internet -Tower Site - Hughes Net: \$95.00/mo.

Telephone-Verizon: \$100/mo

Insurance: \$2,500/year-Quarterly \$833.33.

GM-Local: \$500/mo+ payroll taxes

Engineer-Local \$500/mo+ payroll taxes

Studio-No current studio expense.

The above may be subject to some change, as mutually agreed by the parties, but does not include fees or costs related to Cox Cable fiber networks, which shall also be as mutually agreed by the parties.

Broker will not be obligated to reimburse Receiver for certain expenses listed here unless or until the Receiver is obligated to expend funds in connection with

these expenses.

Attachment C
Standards and Practices

Broker and Receiver shall cooperate with each other in the broadcasting of programming of the highest possible standard of excellence. Without limiting the generality of the foregoing, the parties will observe the following policies in the preparation, writing, and production of their own (non-syndicated or network) programs:

(a) *Controversial Issues.* Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made; and Stations programs (other than public forum or talk features) are not to be used as a forum for editorializing about individual candidates. If such events occur, Receiver may require that responsive programming be aired. In the event that a statute, regulation, or policy is adopted that requires the airing of responsive programming, Broker agrees to comply with such statute, regulation, or policy and will prepare such responsive programming.

(b) *EAS Tests.* During all hours when Programming is being broadcast over the Stations, at the location from which the Programming is being originated, a receiver shall be maintained capable of receiving test messages and alerts over the Emergency Alert System, which EAS receiver Receiver shall cause to be operated in automatic mode or be continuously monitored or otherwise operated so as to assure compliance with FCC EAS rules. Such equipment shall be in compliance with the FCC's rules concerning EAS equipment. If an EAS test or alert is received during the hours when Broker is delivering its Programming for broadcast over the Stations, Broker shall cause the appropriate EAS test or alert message to be delivered to Receiver to be transmitted over the Stations and shall, in the event of an actual activation of the Emergency Alert System, cause all steps that the Stations are required to take in such an event to be taken. Receiver shall be responsible for assuring that the receipt and broadcast of all EAS tests and alerts are properly recorded in the Stations' logs.

(c) *No Plugola or Payola.* The mention of any business activity or plug for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, or otherwise lawful, is prohibited.

(d) *No Lotteries.* Announcements giving any information about lotteries or games prohibited by federal or state law or regulations are prohibited.

(e) *No Gambling.* References to *dream books*, the *straight line*, or other direct or indirect descriptions or solicitations relative to the *numbers game* or the *polity game* or any other form of gambling are prohibited.

(f) *No Numbers Games.* References to chapter and verse paragraphs, paragraph numbers, or song numbers, which involve three digits should be avoided and, when used, must reasonably relate to a non-gambling activity.

(g) *Election Procedures.* At least sixty (60) days before the start of any lowest-unit-charge period for any primary or primary run-off or general or special election, Broker will clear with Receiver's General Manager the rates Broker will charge for time to be sold to candidates for public office or to any other party entitled to the lowest unit charge to make certain the rates charged are in conformance with applicable law and Receiver's policy. Broker shall also clear with Receiver's General Manger its forms for disclosure of political time sales practices and rates.

(h) *Required Announcements.* Broker shall include in the Programming (i) an announcement in form satisfactory to Receiver at the beginning of each hour to identify the Stations, (ii) an announcement at the beginning of each broadcast day or appropriate broadcast period to indicate that program time has been obtained by Broker, and (iii) any other announcement that may be required by law or regulation.

(i) *Commercial Record Keeping.* No commercial messages or *plugs* shall be made in programming presented over the Stations with reference to any business venture, profit-making activity, or other interest (other than non-commercial announcements for *bona fide* charities, church activities, or other public service activities) in which Broker or its employees is or are directly or indirectly interested without the same having been approved in advance by Receiver's General Manager or such broadcast being announced and logged as sponsored.

(j) *No Illegal Announcements.* No announcement or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Stations.

(k) *Receiver's Discretion Paramount.* In accordance with Receiver's responsibility under the Communications Act and the rules and regulations of the FCC, Receiver reserves the right to reject or terminate any advertising or programming being presented over the Stations that in Receiver's sole but reasonable judgment would not serve the public interest.

(l) *Non-Discrimination in Advertising.* Broker shall not discriminate on the basis of race or ethnicity in the sale of advertising time. Broker shall include on advertising contracts and/or written agreements for the sale of advertising on the Stations a clause stating that it does not discriminate on the basis of race or ethnicity.

(m) *Programming Prohibitions.* Broker shall not knowingly broadcast any of the following programs or announcements.

(i) *False Claims.* False or unwarranted claims for any product or service.

(ii) *Unfair Imitation.* Infringements of another advertiser's rights

through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

- (iii) *Commercial Disparagement.* Any unfair disparagement of competitors or competitive goods.
- (iv) *Profanity.* Any programs or announcements that are slanderous, obscene, indecent (except during the safe harbor for indecent programming established by the FCC), profane, vulgar, repulsive, or offensive, either in theme or treatment.
- (v) *Unauthenticated Testimonials.* Any testimonials which cannot be authenticated.
- (vi) *Descriptions of Bodily Functions.* Any presentation which describes in a repellent manner bodily functions.
- (vii) *Advertising.* Any advertising matter or announcement that may, in the opinion of Receiver, be injurious or prejudicial to the interests of the public or the Stations, or to honest advertising and reputable business in general.
- (viii) *Contests.* Any contests or promotions which are in any way misleading or constitute a public nuisance or are likely to lead to injury to persons or property or violate the FCC's rules on Stations conducted contests and promotions.
- (ix) *Telephone Conversations.* Any programming in violation of any statute, regulation, or policy, including, without limitation, Section 73.1206 of the FCC's rules, or any successor regulation, dealing with the taping and/or broadcast of telephone conversations.

The parties may jointly waive any of the foregoing policies in specific instances if, in their opinion, good broadcasting in the public interest would be served thereby.

In any case where obvious questions or policy or interpretation arise, Broker will attempt in good faith to submit the same to Receiver for decision before making any commitments in connection therewith.

Attachment D

Certificate of Compliance – Children’s Commercial Limitations

Certification of Commercial Material
in Children's Television Programs
for
Station **[INSERT CALL SIGN], [INSERT CITY AND STATE OF COMMUNITY OF
LICENSE]**

This Certification of Commercial Material in Children's Television Programs applies to Children's Programs broadcast by this station during the period **[insert dates corresponding to the calendar quarter]**. As used herein, the term "Children's Program(s)" means a program originally produced and broadcast primarily for children 12 years of age and under.

I hereby certify as follows:

1. Children's Programs Produced Locally by the Station

Attached hereto as Exhibit A is a list of Children's Programs produced by and broadcast by this station during the period covered by this Certification. As a standard practice, this station formats all of the Children's Programs it produces for broadcast in compliance with commercial limitations contained in the Children's Television Act of 1990 [Pub. L. No. 101-437] (hereinafter the "Act") and the FCC's rules. In no instance did the total amount of actual commercial matter in the "clock hour" during which any of the Children's Programs listed in Exhibit A were broadcast exceed the Act's statutory limits or otherwise violate the FCC's rules for Children's Programs.

2. Network Children's Programs

Attached hereto as Exhibit B is a list of **[insert name of network]** Network Children's Programs broadcast by this station during the period covered by this Certification. This station has received certification from the **[insert name of network]** Network that it, as a standard practice, formats these Children's Programs to comply with the Act's statutory commercial limits and the FCC's rules for Children's Programs. I hereby certify that this station did not add any commercial matter to these network Children's Programs which, when taken together with the network commercial matter contained in these programs, would cause the total amount of commercial matter in the "clock hour" during which any of these network Children's Programs were broadcast to exceed the Act's statutory commercial limits or otherwise violate the FCC's rules for Children's Programs.

3. Syndicated Children's Programs

Attached hereto as Exhibit C is a list of syndicated Children's Programs broadcast by this station during the period covered by this Certification. This station has received certification from the syndicator of each of these programs that each, as a standard practice, formats its Children's Programs to comply with the Act's statutory commercial limits for Children's Programs. I hereby certify that this station did not add any commercial matter to these syndicated Children's Programs which, when taken together with the syndicated commercial matter contained in these programs, would cause the total amount of commercial matter in the "clock hour" during which any of these syndicated Children's Programs were broadcast to exceed the Act's statutory commercial limits for Children's Programs.

4. Display of Website Addresses

This station has received certification from **[INSERT NAMES OF PROGRAM PROVIDERS AND/OR NETWORK]** that each, as a standard practice, formats its Children's Programs to comply with the Commission's Website Display rules. I hereby certify that this station did not add any website addresses to these Children's Programs which would cause a violation of the Commission's Website Display rules or other commercial time overage.

For programs for which the Station received no certification from the Program Provider, I certify that the Station reviewed the Children's Programs to ascertain compliance with the Commission's Website Display rules and found them to be consistent with the Website Display requirements.

Date: _____

Name

Title

Exhibit A

Locally Produced Children's Programs

1. Main Digital: **[List each locally produced Children's Program]**

2. Multicast Digital (if any): **[List each locally produced Children's Program]**

Exhibit B

Network Children's Programs

1. Main Digital: **[List each network Children's Program]**
2. Multicast Digital (if any): **[List each network Children's Program]**

Exhibit C

Syndicated Children's Programs

1. Main Digital: **[List each syndicated Children's Program]**

2. Multicast Digital (if any): **[List each syndicated Children's Program]**