

## LOCAL MANAGEMENT AGREEMENT

THIS LOCAL MANAGEMENT AGREEMENT ("Agreement"), is entered into this 20th day of March, 2024 by and between **Shanks Broadcasting, LLC**, ("Shanks") and **Southern Media Interactive, LLC**, ("Southern").

### WITNESSETH:

**WHEREAS**, Southern owns and operates Radio Stations WSNB (AM) @ Brunswick, Georgia, (FAC# 29131), WFSB (AM) @ Blackshear, Georgia (FAC# 11076), W253CI @ Blackshear, Georgia (FAC# 200947), WSEG (AM) @ Savannah, Georgia (FAC#25548) and W282AR @ Savannah, Georgia (FAC#151474) (together, the "Station") and desires to provide high-quality informational and entertainment programming in its service area; and

**WHEREAS**, Shanks 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, Southern 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 Shanks in its sole discretion (the "Programming"), for Station's entire broadcast schedule except for those hours reserved by Southern as set forth below.

1.2. Southern may produce or present up to one (1) hour a week of programming to be aired on the Station between 5:00 a.m. and 6 a.m. on Sundays, or at such other times as Southern reasonably deems necessary to meet the needs of the Station's listeners. Southern's public affairs program shall respond to the issues, needs and interests of the community of Brunswick, Blackshear and Savannah which Southern has ascertained, and shall be presented at times deemed by Southern to best meet its

listeners' needs. Southern shall maintain a complete on-line public file and compile all required quarterly Issues/Programs Lists (as required by the Federal Communications Commission ("FCC")). Shanks shall give Southern 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. Shanks shall broadcast (a) an announcement in form satisfactory to Southern, and in compliance with FCC rules and policies, at the beginning of each hour to identify the Station's call sign, (b) an announcement at the beginning of each broadcast day or appropriate broadcast period to indicate that program time has been purchased by Time Broker, and (c) any other announcement that may be required by law, regulation, or Station policy.

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

1.5. Shanks will maintain the ability to deliver the Programming to Southern's transmitter site by means acceptable to Southern, and in accordance with FCC technical standards.

**2. PAYMENTS.** For broadcast of the Programming as provided hereunder, Shanks hereby agrees to promptly pay Southern the nominal amounts specified in Attachment 1. Monthly payments for the Programming are due and payable on the first (1<sup>st</sup>) day of each broadcast month.

**3. TERM.** The term of this Agreement shall be for a period of twelve (12) months commencing March 20, 2024, (the "Effective Date").

**4. PROGRAMMING STANDARDS; RECORD-KEEPING.**

4.1. Shanks 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, and with Southern's programming policies set forth in

**Attachment 2.** Shanks further agrees that Southern has full authority to preempt and or reject any program which Southern reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest.

4.2. During the term of this Agreement, Shanks 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. Shanks shall also consult with the Southern and adhere strictly to statutes and the rules, regulations and policies of the FCC, as announced from time to time, and with the policies set forth in **Attachment 2**, 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. Specifically, at least ten (10) days before the start of any primary or regular election campaign, Shanks will clear with Southern's General Manager the rate Shanks will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformance with applicable law and Station policy. Within twenty-four (24) hours of any request to purchase time in the Programming for or on behalf of a candidate for public office or to support or urge defeat of a ballot issue, Shanks will report the request to the Station's General Manager so that appropriate records may be kept as to the request for such time and the disposition thereof. In general, Shanks will provide to the Station such documentation relating to such programming as Southern shall reasonably request and shall indemnify the Southern 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. Southern 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, Southern shall be advised promptly by Shanks of any public or FCC complaint or inquiry concerning such programming, and Southern 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. Shanks shall be responsible for the costs, specified in **Attachment 3**, 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 will be maintained by Southern. The Parties agree the Station has limited equipment and certain engineering issues which must be addressed. A broadcast engineer designated by Shanks will assist Southern's and its designated broadcast engineer with making requisite maintenance and repair. Costs associated with said repairs will be borne by Shanks.

5.3. Southern will be solely responsible for payment of all Station expenses necessary to fulfill Southern's FCC obligations and to transmit the Programming, and will be responsible for the salaries, taxes, insurance and related costs for Southern's Station personnel. Southern will be responsible for all costs associated operation of the Station including utilities and with the maintenance. The Parties specifically agree and understand that the Shanks shall reimburse Southern for all said costs noted above. ***Under no circumstances shall Shanks directly pay for any of these expenses.***

**6. OPERATION OF STATION.**

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

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

6.3. Southern shall provide and pay the costs of (a) its General Manager for the Station, who shall report and be accountable solely to Southern 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. Southern shall retain full control over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any of the Programming, the right to preempt any Programming in order to broadcast a program deemed by Southern to be of greater national, regional or local interest, and the right to take any other actions necessary to comply with the laws of the United States, the State of Georgia and the rules, regulations, and policies of the FCC, including its prohibition against unauthorized transfers of control.

6.5. Southern 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 and broadcasting its own issue-responsive programming.

6.6. . In offering the commercial inventory of the Stations for sale to third parties and in otherwise holding itself out to third parties, in no instance will Shanks represent, suggest or otherwise give the impression that Shanks has any ownership of, control over or connection with the operation of the Stations. Shanks may say they are "In the process of buying the stations". Shanks will affirmatively state to third parties in the sale of the Stations' commercial inventory that Shanks is acting as a time broker of Stations' commercial inventory and programming only, and that except for such role as time broker, Shanks has no other connection with or control over Stations' programming, finances or operations.

6.7 Any Station website or social media account that pertains to the Stations will remain under control of Southern. Access to these sites and accounts will be granted to Shanks for use in marketing the Stations. All user accounts and passwords need to be given to Southern immediately via email upon creating or updating accounts and password. Southern reserves the right to refuse, suspend or cancel any content or

publication which do not, in Southern's sole discretion, determined in good faith, maintain a quality consistent with its policies and standards. If, in addition, the online content, publication, posts, updates, continuity, script or musical selections furnished by Shanks fail to conform to the regulations and restrictions set forth in this Agreement, Southern shall have the right, without prejudice to any other rights it may also have, to (1) furnish or substitute continuity, script or musical selections prepared by Southern, or (2) edit the continuity, script or musical selections as furnished or (3) refuse to furnish online access and facilities to Shanks. In all such cases, however, Southern will use its best efforts and due diligence to notify Shanks of any changes or substitutions in advance.

6.8 Southern will provide, and be responsible for, each Station's personnel necessary for the management and operation of the Station other than programming and programming personnel, and will be responsible for the salaries, taxes, and related costs for such Station personnel. Whenever on each Station's premises, all personnel, whether that of Southern or of Shanks, will be subject to the supervision and the direction of Southern. Southern hereby designates (Name of Person) as the General Manager responsible for the day-to-day oversight of the Stations' broadcast operations.

**7. SPECIAL EVENTS.** Southern reserves the right, in its sole discretion and without liability, to preempt any of the Programming, and to use part or all of the time contracted for by Shanks to broadcast events of special importance. In all such cases, Southern will use its best efforts to give Shanks reasonable notice of its intention to preempt such broadcast or broadcasts, and, in the event of such preemption, Shanks shall receive any income received by Southern from or with respect to programming aired by Southern in lieu of such preempted broadcast or broadcasts.

**8. 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 Southern shall not constitute a breach of this Agreement and Southern 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 1** based upon the length of time during which the failure or impairment exists.

**9. 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.

**10. PAYOLA.** Shanks agrees to execute and provide Southern with annual Payola Affidavits, substantially in the form which is attached hereto as **Attachment 4**, and notify Southern promptly of any violations it learns of relating to the Communications Act of 1934, as amended, including Sections 317 and 508 thereof.

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

**12. INDEMNIFICATION; WARRANTY.**

12.1. 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. Shank will maintain customary amounts of libel and slander insurance and name Southern as an additional insured party.

12.2. 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.

12.3. 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.

12.4. Shanks will indemnify and hold harmless the Southern in connection with any fines levied against the Southern as a result of Shanks actions or inactions during the term of this Agreement.

### 13. EVENTS OF DEFAULT.

13.1. 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 Paragraph 2 and **Attachment 1** hereof within fifteen (15) days of the due date, or Time Broker's failure to timely provide the cost reimbursements provided for in Paragraph 5.3 hereof;

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

(c) *Breach of Representation.* Shanks' or Southern' 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.* Southern' s refusal to provide Shanks with access to the broadcast facilities of Station in violation of Southern' s obligations under this agreement, where such denial of access is not based on Southern' s good faith reasonable determination that the public interest, convenience and necessity requires such denial.

13.2. An Event of Default other than non-payment shall not be deemed to have occurred until ten (10) 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. In the event of a default for non-payment, Shanks shall have five (5) days from the date of the default in which to cure said default.

13.3. 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.

13.4. In the event of an uncured Default by Shanks, Shanks agrees and understands that it must immediately vacate the Station.

**14. Liabilities Upon Termination of This Agreement.** Upon the termination of this Agreement, whether by operation of default, expiration, or otherwise:

14.1 Shanks shall be responsible for all liabilities, debts and obligations of Shanks accrued from the purchase of air time and transmission facilities including, without limitation, accounts payable, barter agreements, and unaired advertisements; but not Southern's Federal and local tax liabilities associated with Shanks' payment to Southern as provided for by this Agreement. With respect to Shank's obligations for consideration in the form of air time for which Shanks has received prepayment, Shanks may propose compensation to Southern for meeting these obligations, but Southern shall be under no duty to accept such compensation or to perform such obligations.

14.2 Any unfulfilled obligations of Shanks to provide time or advertising on a trade or barter basis shall remain Shank's responsibility unless Southern shall assume the same pursuant to separate agreements between Shanks and Southern. Shanks shall, in any event, indemnify and hold Southern harmless of and from all of Shanks' liabilities not assumed by Southern as provided above, including any and all of the aforementioned contracts that Shanks terminates which are not expressly assumed in writing by Southern. The obligation of Shanks to indemnify Southern pursuant to the preceding sentence shall survive the termination of the term of this Agreement and continue to be the legally binding obligation of Shanks.

14.3 Upon termination of this Agreement either upon default or upon occurrence of allowed condition as provided herein, Shanks shall promptly provide Southern with a list of all contracts, accounts, barter arrangements, and other obligations of Shanks to provide air time on the Stations for the promotion or benefit of a sponsor or other third party (the "Unperformed Obligations"). Southern shall, within ten (10) business days thereafter, advise Shanks which of the Unperformed Obligations Southern will assume. Shanks shall be entitled to a commission of twenty percent (20%), payable upon collection by Southern, for each account or contract of the Unperformed Obligations agreed to be assumed and performed by Southern, to the extent that such assumed Unperformed Obligations have not been prepaid. All of Southern's provided or used equipment must be returned in good working order, traffic and billing records, and all websites, accounts, usernames, passwords, etc. must be transferred or made available for pick up within 5 business days.

**15. 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.

**16. 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.

**17. NO WAIVER; REMEDIES CUMULATIVE.** No failure or delay on the part of Southern or Shanks 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 Southern and Shanks herein provided are cumulative and are not exclusive of any right or remedies which they may otherwise have.

**18. REQUIRED CERTIFICATIONS.**

*18.1 By Southern.* Southern hereby certifies that it has, and shall maintain ultimate control over the Station's facilities, including specifically control over

Station finances, personnel and programming. Southern represents and warrants that this certification may be relied upon by the FCC as well as by Shanks.

18.2 *By Time Broker.* Shanks hereby certifies that the arrangement with Southern 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 local management agreements and duplicated programming. Shanks represents and warrants that this certification may be relied upon by the FCC, as well as by Southern.

**19. CONSTRUCTION; COMPLIANCE WITH FCC REQUIREMENTS.** This Agreement shall be construed in accordance with the laws of the State of Georgia 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.

**20. TERMINATION.** This Agreement may be terminated if:

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

20.2 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;

**21. ALLOCATION OF REVENUES.**

21.1 All income received by Shanks 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 paid by Shanks to Southern every thirty (30) days together with an accounting thereon for a period of one hundred twenty (120) days.

21.2 Upon the expiration of this Agreement or early termination as provided in Section 19 above, all income received by Southern subsequent to such termination or expiration which is in payment for advertising sold by Shanks during the term of this Agreement shall be paid to Shanks by Southern every thirty (30) days together with an accounting thereon for a period of one hundred twenty (120) days.

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

**23. SUCCESSORS AND ASSIGNS.** This Agreement may be assigned by Southern to an assignee or transferee of the FCC License for the Station. Shanks may assign this Agreement to an affiliated entity.

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

**25. EFFECTIVE DATE.** Station broadcasts of Programming produced by Shanks shall begin at 12:01 a.m. on March 20, 2024 (or at an earlier date decided by the parties).

**26. NOTICES.**

26.1 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.

**If to Shanks:**

Bill Shanks, Managing Member  
Shanks Broadcasting, LLC  
P.O. Box 1  
Macon, GA 31202

**If to Southern:**

Will Dorminy, Member/Manager  
Southern Media Interactive, LLC  
1600 Charleston Reginal  
Parkway  
Charleston, SC 29492

26.2 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.

**27. 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.

**28. 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.

**29. NO JOINT VENTURE OR LEASE.** 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 Shanks also agrees and understands that the Agreement in no way shall be construed as a "lease" of property. This instant Agreement pertains only to the Time Broker's purchase of certain radio broadcast air time.

**29. ASSET PURCHASE AGREEMENT.** The parties have entered into an Asset Purchase Agreement for the potential purchase of the Station this same day.

[ 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.

Charlotte Withers  
Witness

Amy Coae  
Witness

**Shanks:**  
Bill Shanks  
Name: Bill Shanks  
Title: Managing Member

**Southern:**  
Will Dorminy  
Name: Will Dorminy  
Title: Member/Manager

**ATTACHMENT 1**  
**PAYMENTS AND FEES**

1. **Monthly LMA Fee:** This shall be a cost reimbursement only LMA and no monthly fees will be charged.
2. **Reimbursements** Shanks shall reimburse the Southern for all Section 5.3 operating costs it incurs in association with the operation of the Station. Reimbursements shall be paid within ten (10) business days of notice by Southern.
3. **Refunds and Payment Credits**
  - (a) Provided Shanks is not in breach of this Agreement, Broker shall be entitled to a credit against the next month's regular guaranteed payment due to Southern, or, in the event of termination as provided for in the Agreement, a partial, *pro rata* refund of the past month's regular payment, for all broadcast time utilized by Southern, or otherwise not made available to Broker, as follows:
    - (i) Where Southern preempts the programming for Special Events or other non-emergency Broadcasts, as provided for in the Agreement; or
    - (ii) Where Southern substitutes Southern's own programming for Broker's scheduled programming, where, in the judgment of Southern, such programming would be more suitable; provided that the Broker programming substituted does not directly violate any of the Regulations and Restrictions of Southern as set forth in **Attachment 2**, or of the Rules and Regulations of the FCC.
  - (b) No payment credit or refund shall be due to Broker:
    - (i) For broadcast time reserved by Southern to meet its community service programming obligations, as set forth in the Agreement; or
    - (ii) For time made available to broadcast a maximum of 10 public service announcements (PSA's) per week; or
    - (iii) For substituted programming time, when, in the good faith reasonable discretion of Southern, the proposed programming of Broker is in direct violation of the Regulations and Restrictions on Programming set forth in **Attachment 2**, or violates the Rules and Regulations of the FCC.
    - (iv) For time made available to broadcast any and all announcements and programs required to be broadcast under FCC Rules, Regulations and Policies, including, but not limited to, Station Identification, Sponsorship Identification, Responses to Station Political Editorials, Responses to Personal Attacks, and equal

broadcast opportunities under the Commission's political broadcast rules and the Communications Act.



**Southern Media Interactive, LLC**  
**PROGRAMMING RULES AND POLICIES**

Broker agrees to cooperate with Southern in the broadcasting of programs of the highest possible standard of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programs.

- 1. CONTROVERSIAL ISSUES.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group or persons shall be made during the discussion of controversial issues or public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Southern may require that responsive programming be aired.
- 2. NO PLUGOLA OR PAYOLA.** The following business activities or "plugs", relating to the payment, acceptance of payment, agreement to pay or agreement to accept payment of money or other consideration is prohibited: (a) taking money, gifts or other compensation from any person for the purpose of playing any record or records on the air; (b) taking money, gifts or other compensation from any person for the purpose of refraining from playing any record or records on the air; (c) taking money, gifts or other compensation from any person for the purpose of promoting any business, charity or other venture without first informing the Station's General Manager, and (d) promoting any business venture which is unconnected with the Station on the air without first informing the General Manager.
- 3. ELECTION PROCEDURES.** At least ten (10) days before the start of any primary or regular election campaign, shanks will clear with the Station's general manager the rate shanks will charge for the time to be sold to candidates for the public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and station policy.
- 4. PROGRAMMING PROHIBITIONS.** Shanks shall not broadcast any of the following programs or announcements:

  - (a) *False Claims.* False or unwarranted claims for any product or service.
  - (b) *Unfair Imitation.* Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.
  - (c) *Indecency.* Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment.
  - (d) *Descriptions of Bodily Functions.* Any continuity which describes, in a patently offensive manner, internal bodily functions or symptomatic results of internal

disturbances, or reference to matters which are not considered acceptable topics in social groups.

(e) *Conflict Advertising.* Any advertising matter or announcement which may, in the opinion of the Licensee, be injurious or prejudicial to the interests of the public, the Stations or honest advertising and reputable business in general.

## 5. LOTTERIES, NUMBERS AND GAMBLING.

(a) Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited. This prohibition includes announcements with respect to bingo parties and the like which are to be held by a local church, unless expressly permitted by State law.

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

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

6. **REQUIRED ANNOUNCEMENTS.** Shanks shall broadcast an announcement in a form satisfactory to Southern the following Announcements:

(a) *Station I.D.* At the beginning of each hour to identify Station.

(b) *Shanks Sponsored Programming.* An announcement at the beginning and end of each broadcast day to indicate that program time has been purchased by Time Broker.

(c) Any other announcements that may be required by law, regulation, or Station policy.

7. **RELIGIOUS PROGRAMMING RESTRICTIONS.** Any programming broadcast by the Shanks is subject to the following restrictions:

(a) *Respectful of Faiths.* The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

(b) *No Denominational Attacks.* Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization

(c) *Donation Solicitation.* Requests for donations in the form of a specific amount, for example, \$1.00 or \$5.00, shall not be made if there is any suggestion

that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the broadcast or the church are permitted.

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

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

(f) *Treatment of parapsychology.* The advertising or promotion of fortunetelling, occultism, astrology, phrenology, palm reading, or numerology, mind-reading character readings, or subjects of the like nature is not permitted.

**8. Credit Terms Advertising.** Pursuant to rules of the Federal Trade Commission, no advertising of credit terms shall be made over the Station beyond mention of the fact that if desired, credit terms are available.

**9. Economic Programming.** Shanks shall advise the general manager of the Stations with respect to any economic programming; Shanks shall not advertise such recordings as available for sale except for one or two announcements in passing during each half hour, which announcements shall clearly identify Shanks' financial interest.

**10. Foreign Language Programs.** The foreign language broadcast of any programs, commercials, announcements, PSA's or other content, where the English translation thereof would violate any restriction contained herein, is prohibited.

## **11. MISCELLANEOUS**

(a) *Waiver.* Southern 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, Shanks should submit the same to Southern for decision before making any commitments in connection therewith.

**EXPENSES TO BE BORNE BY TIME BROKER**

1. Casualty and liability insurance in amounts comparable to standard industry practice.
2. All programming and production costs of Time Broker, including salaries, payroll and unemployment taxes, merchandise, talent fees, supplies, draws and commissions.
3. All equipment maintenance and repair.
4. Reimbursement for all costs incurred by Southern in the operation of the Station.

**ANTI-PAYOLA / PLUGOLA AFFIDAVIT**

I, \_\_\_\_\_, an employee of \_\_\_\_\_, do hereby

state and affirm the following:

(a) That I have read the notices posted at Radio Station \_\_\_\_\_ (the "Station"), and have received copies of Section 73.1212 of the Federal Communications Commission's Rules and Regulations;

(b) That I have been fully informed and advised that it is a policy of the Station to fully comply with the above Rules of the Federal Communications Commission and the laws of the United States;

(c) That neither I nor any member of my immediate family have any present direct or indirect ownership interest in (other than an investment in a corporation whose stock is publicly held), serve as an officer or director or, whether with or without compensation, or serve as an employee of, any person, firm or corporation engaged in:

1) The publishing of music;

2) The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;

3) The exploitation, promotion or management of persons rendering artistic, production and/or other services in the entertainment field;

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

6) Advertising on Station, or any other station owned by its Southern (excluding nominal stockholdings in publicly owned companies).

(d) That I have not and will not:

1) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of playing any record or records on the air;

2) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of refraining from playing any record or records on the air;

3) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of promoting any business, charity or venture on the air without first informing the Station's General Manager;

4) promote any personal business venture which is unconnected with the station without first informing the Station's General Manager.

(e) That I have been advised and understand that failure to comply with the above rules and requirements will be grounds for my immediate dismissal without prior notice.

\_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Notary Public

My Commission Expires:

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