

## TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this "Agreement") is made as of February 25, 2011 between Yale Broadcasting Company, Inc, a Connecticut nonprofit corporation ("Licensee") and Sacred Heart University, Inc., a Connecticut nonprofit corporation ("Programmer").

### Recitals

A. Licensee owns and operates the following radio station (the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

WYBC(AM), New Haven, Connecticut (FCC Facility ID #72820)

B. Licensee desires to obtain programming and other services for the Station, and Programmer desires to provide programming for broadcast on the Station and other services for the Station on the terms set forth in this Agreement.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") shall commence upon execution of the Agreement and will continue until March 31, 2014, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement). The Term may be renewed by either Licensee or Programmer by written notice to the other given between six (6) and nine (9) months prior to the expiration of the initial Term provided that (1) Licensee's present Joint Sales Agreement ("JSA") for WYBC-FM, FIN 74322, New Haven, Connecticut, with Cox Radio, Inc. ("Cox") is renewed and in effect at the end of the Term or (2) Licensee has not entered into an agreement to sell the Station prior to the end of the Term. If the Term of this Agreement is renewed, the renewal period shall extend the Term to the lesser of (a) three (3) years from the end of the initial Term, (b) the date upon which the JSA with Cox terminates, or (c) the date upon which a sale of the Station is consummated.

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on the Station for programming that Programmer produces, owns or licenses (the "Programs") twenty-four (24) hours per day, seven (7) days per week, excluding at Licensee's option the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the "Broadcasting Period"). During the Term, Programmer will be solely responsible for delivering a broadcast-quality audio feed of the Programs to the Station's main studio and/or transmitting facilities in a form to be accepted by Licensee's equipment and consistent with normal standards in the broadcast industry. Licensee shall broadcast the Programs on the Station, subject to the provisions of Section 4 below.

The programming format shall consist of news and public affairs programming serving New Haven, similar to Programmer's content on Station WSHU(AM). Programmer shall not air

programming substantially similar to the format of Licensee's co-owned Station WYBC-FM or programming that competes in any material respect with the primary demographic or target audience for WYBC-FM.

3. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* and *Schedule B* attached hereto. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any of the Station's contracts and agreements and Programmer shall perform the obligations of Licensee thereunder, to the extent of the benefits received.

4. Control.

(a) Notwithstanding any provision of this Agreement to the contrary, Licensee shall retain ultimate authority and power with respect to the operation of the Station during the term of this Agreement. The parties agree and acknowledge that Licensee's ultimate control of the Station is an essential element of the continuing validity and legality of this Agreement. Accordingly, Licensee shall retain full authority and control over the policies, finances, personnel, programming and operations of the Station, including, without limitation, the decision whether to preempt programming in accordance with Section 4(c) hereof. Licensee shall have full responsibility to effectuate compliance with the Communications Act of 1934, as amended, and with FCC rules, regulations and policies, including, without limitation, the FCC's political programming rules. Licensee shall be responsible for maintaining the Station's quarterly issues/programs lists and public inspection files. Programmer shall supply Licensee with documents that may come into Programmer's possession and should be placed in the Station's public inspection file, and Programmer, at Licensee's request and under Licensee's supervision, shall assist Licensee in the preparation of quarterly issues/programs lists and other periodic reports required by the FCC.

(b) Licensee will: (1) employ a manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer, (2) employ a second employee for the Station, who will report and be solely accountable to the manager, and (3) retain control over the policies, programming and operations of the Station. Programmer shall make at least two (2) internships available to Yale University students per semester during the Term of this Agreement.

(c) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the community of license. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party; which constitutes a personal attack; which does not comply with Licensee's programming policies as set forth in *Schedule C* ("Programming Policies"); or which does not meet the requirements of the rules, regulations, and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency,

or (iii) delete any on-air announcements that do not comply with Licensee's Programming Policies or the requirements of the FCC.

(d) Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Station and Licensee shall include such letters in the Station's public inspection file as appropriate.

5. Programs.

(a) Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies and to Licensee's Programming Policies. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) During the Term, Programmer shall pay for all costs associated with the production and delivery of the Programs, including but not limited to, (i) all ASCAP, BMI, SESAC and other copyright fees associated with delivery of the Programs, (ii) any expenses incurred in connection with its sale of advertising or underwriting time hereunder (including without limitation sales commissions or other charges) in connection with the Programs, and (iii) the salaries, taxes, insurance, and related costs for all personnel used in the production of the Programs and any sales or engineering personnel (including any salespeople, traffic personnel, and programming staff employed) by the Programmer.

(c) Programmer shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the Station pertaining to the broadcast of political programming and advertisements or underwriting announcements, in accordance with FCC's rules. Programmer shall consult and cooperate with Licensee and adhere to all applicable statutes and the rules, regulations, and policies of the FCC, as announced from time to time, 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 right of federal candidates to "reasonable access") and the charges permitted therefor. Programmer shall promptly provide to Licensee such documentation relating to such programming as Licensee is required to maintain in its public inspection file or as Licensee shall reasonably request.

(d) Programmer and Licensee shall cooperate in promptly responding to all mail, emails, faxes or telephone calls directed to the Station in connection with the Programs provided by Programmer or any other matter relevant to Programmer's responsibilities hereunder. Programmer shall provide copies of all such correspondence to Licensee. Promptly upon receipt, Programmer or Licensee shall advise the other of any public or FCC complaint or inquiry known to Programmer or Licensee, respectively, concerning the Programs, and each shall provide the other with copies of any letters from the public, including complaints concerning such Programs. Upon Licensee's request, Programmer shall broadcast material responsive to such complaints and

inquiries. Notwithstanding the foregoing, Licensee shall handle all matters or inquiries relating to FCC complaints and any other matters required to be handled by Licensee under the rules and regulations of the FCC.

(e) Programmer agrees that it will take steps, including the periodic execution of affidavits, reasonably designed to ensure that neither it nor its employees or agents will accept any gift, gratuity or other consideration, directly or indirectly, from any person or company for the playing of records, the presentation of any programming or the broadcast of any commercial or underwriting announcement over the Station without such broadcast being announced as sponsored. It is further understood and agreed that no commercial message, plugs, or undue reference shall be made in programming presented over the Station to any business venture, profit-making activity or other interest (other than non-commercial announcements provided without charge or other consideration for bona fide charities, church activities or other public service activities) without such broadcast being announced as sponsored and paid for, in accordance with applicable FCC rules and policies.

6. Expenses.

(a) Subject to Section 4, Licensee will pay for its employees contemplated by Section 4, arrange for maintenance of all studio and transmitter equipment and pay all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites. Subject to Section 4, Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.

(b) Programmer shall employ and be responsible for the payment of salaries, taxes, insurance and all other costs related to all personnel used in the production of the Programs. Licensee shall not incur any liability on account of Programmer's employees. *Schedule B*, attached hereto, sets forth additional costs to be paid or reimbursed by Programmer in order to provide the programming or services contemplated under this Agreement.

7. Call Sign. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is authorized to use such call letters in its Programs and in any promotional material in any media used in connection with the Programs. Without limiting the foregoing, during fundraising activity periods, Licensee shall allow Programmer to use the Station's call sign in its promotional efforts.

8. Maintenance. After the Station facilities are licensed pursuant to the permit in FCC File No. BP-20090805AAK and for the remainder of the Term, Licensee shall maintain the operating power of the Station at the maximum level authorized by the FCC for the Station and shall be ultimately responsible for repair and maintenance of the Station's towers, transmitter site and equipment consistent with good engineering practice. While the Station is operating pursuant

to Special Temporary Authority (including FCC File No. -20101123ASI and any extensions thereof), Licensee shall maintain the operating power of the Station pursuant to that STA. Programmer shall assist by providing engineering and maintenance of the facilities at its own expense, subject to the Licensee's supervision and as set forth in *Schedule B*. Notwithstanding anything to the contrary herein, Programmer acknowledges and agrees that Licensee may, upon prior notice to Programmer, interrupt the transmissions of the Station for periodic maintenance and repairs, provided that such interruptions are reasonable as to duration and the number of interruptions. To the extent feasible, Licensee shall coordinate with Programmer so that down-time for periodic or necessary maintenance shall take place at hours of limited listenership.

9. Facilities. If requested by Programmer, during the Term, subject to any necessary landlord consent and reasonable prior notice to Licensee, Licensee shall provide Programmer access to and the use of space at Licensee's studio facilities located in the Station's market for the purpose of providing the Programs and performing its other obligations under this Agreement. When on Licensee's premises, Programmer shall not act contrary to the terms of any lease for such premises. In addition, Licensee at its discretion shall provide access to its studio for Programmer's employees to conduct interviews or other news reporting activities as such facilities are available; provided that Programmer provides reasonable prior notice to Licensee and makes satisfactory arrangements in advance with the Licensee's managerial-level employee. The uses, times, and durations of Programmer's access to Licensee's premises and studio shall remain subject to Licensee's discretion and control.

10. Right of First Refusal. During the Term (as may be extended by the renewal Term), Licensee may not sell or otherwise transfer the Station (whether all or substantially all of the assets of the Station or any transaction involving a transfer of control requiring FCC approval) without first giving Programmer (i) prior written notice thereof together with a copy of the complete and definitive agreement for the purchase of the Station (the "Third Party Agreement") and (ii) a period of thirty (30) days from such notice to elect, by written notice to Licensee, to acquire the Station on the same terms set forth in the Third Party Agreement (except for any changes necessary to reflect the substitution of a different buyer). If Programmer exercises such right, the parties shall enter into a definitive agreement containing the same terms set forth in the Third Party Agreement (except for any changes necessary to reflect the substitution of a different buyer) within thirty (30) days thereafter. If Programmer does not exercise such right, then Licensee may sell or transfer the Station on the terms of the Third Party Agreement, and this Agreement shall terminate in accordance with the procedures in Section 13(d) effective upon the consummation of the transaction set forth in the Third Party Agreement and this Agreement shall terminate in accordance with the procedures in Section 13(d) effective upon the consummation of the transaction set forth in the Third Party Offer.

11. Disclosure of Information. If reasonably requested by Licensee, Programmer shall provide to Licensee information concerning listener demographics and ratings related to the Station as it becomes available. If reasonably requested by Licensee, Programmer shall provide to Licensee any verifiable information concerning income generated from fundraising activities directly attributable to the Station (including membership income and underwriting income) to the extent such information is available.

12. Representations. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

13. Events of Default/Termination.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

(d) If this Agreement is terminated for any reason, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status *quo ante*. Upon any termination of this Agreement, Licensee shall have no further obligation to provide to Programmer any broadcast time on the Station, and Programmer shall be responsible for all debts and obligations to third parties based upon the purchase of air time or the provision of underwriting announcements on the Station. Upon the termination of this Agreement, Programmer shall be responsible for collecting the accounts receivable arising from Programmer's programming of the Station prior to the termination of this Agreement. Licensee may not collect any such receivables but shall promptly forward to Programmer any payments or correspondence it receives with respect to any such receivables.

14. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Station, including without limitation all liability for indecency; libel; slander; illegal competition or trade practice; infringement of trademarks, trade names, or program titles; violation of rights of privacy; infringement of copyrights and proprietary rights; or any other violation of third party rights, FCC rules, or other applicable law. Programmer shall indemnify and hold harmless Licensee from any breach or nonperformance of Programmer's obligations, representations or warranties under this

Agreement. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Station, including without limitation all liability for indecency; libel; slander; illegal competition or trade practice; infringement of trademarks, trade names, or program titles; violation of rights of privacy; infringement of copyrights and proprietary rights; or any other violation of third party rights, FCC rules, or other applicable law. Licensee shall indemnify and hold harmless Programmer from any breach or nonperformance of Licensee's obligations, representations or warranties under this Agreement. The obligations under this Section shall survive any termination of this Agreement.

15. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

16. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in the Station's public inspection file (with any confidential or propriety information redacted, as appropriate).

17. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Licensee:

Yale Broadcasting Company, Inc.  
142 Temple Street  
Suite 203  
New Haven, CT 06510  
Facsimile No.: (203) 776-2446

with a copy (which shall  
not constitute notice) to:

Andrew M. Schnier  
250 Park Avenue—Sixth Floor  
New York, NY 10177  
Facsimile No.: (212) 661-8368

If to Programmer: Sacred Heart University, Incorporated  
5151 Park Ave.  
Fairfield, CT 06825  
Attention: George Lombardi  
Facsimile No.: (203) 365-6660

with a copy (which shall  
not constitute notice) to: Wiley Rein LLP  
1776 K Street, N.W.  
Washington, DC 20006  
Attention: Mark Lipp  
Facsimile No.: (202) 719-7049

18. Force Majeure. No delay, preemption or other failure to perform caused by factors beyond the affected party's reasonable control, including, without limitation, acts of God, labor dispute, non-delivery by program suppliers, war, riot, technical breakdown, or government order or regulation shall constitute a default or breach of this Agreement. The affected party shall exercise its commercially reasonable efforts to cure any such delays and the cause thereof, and the parties' performance under the terms of this Agreement shall be excused for the period of time during which such *Force Majeure* event continues so long as such curative efforts are reasonably pursued.

19. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Connecticut without giving effect to the choice of law provisions thereof. This Agreement (including all Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

20. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

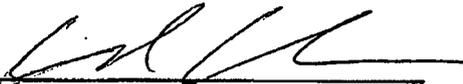
21. Regulatory Change. In the event of any order or decree of an administrative agency or court of competent jurisdiction, including without limitation any material change or clarification in FCC rules, policies, or precedent, that would cause this Agreement to be invalid or violate any applicable law, and such order or decree has become effective and has not been stayed,

the parties will use their respective commercially reasonable efforts and negotiate in good faith to modify this Agreement to the minimum extent necessary so as to comply with such order or decree without material economic detriment to either party, and this Agreement, as so modified, shall then continue in full force and effect. In the event that the parties are unable to agree upon a modification of this Agreement so as to cause it to comply with such order or decree without material economic detriment to either party, then this Agreement shall be terminated consistent with Section 13(d) of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

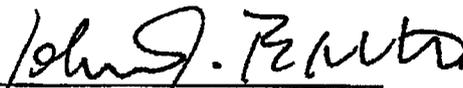
LICENSEE:

YALE BROADCASTING COMPANY, INC.

By:   
Name: Carl Chen  
Title: General Manager

PROGRAMMER:

SACRED HEART UNIVERSITY, INC.

By:   
Name: John J. Petillo  
Title: Interim President

SCHEDULE A TO TIME BROKERAGE AGREEMENT

*Monthly Payment:*

During the Term, Programmer shall pay Licensee the sum of \$4,166 per calendar month, each such payment due in arrears on the last day of each such month during the Term (and any partial period shall be reduced *pro rata*). In the event the Station continues to operate pursuant to the STA beyond 120 days from the date of execution of this Agreement, then Programmer shall reduce the payment by 30% and pay the sum of \$2,916 per calendar month until the date that the Licensee files the License application on Form 302-AM to cover FCC File No. BP-20090805AAK. On each annual anniversary date of the commencement of the Term, such monthly payment amount shall increase by 3% over the amount paid during the prior year. For the avoidance of doubt, if the Term is renewed as provided in Section 1, the monthly payment during each year of such renewal term shall continue to increase by 3% over the amount paid during the prior year.

SCHEDULE B TO TIME BROKERAGE AGREEMENT

*Costs/Services to be Paid by or Provided By Programmer:*

During the Term, in addition to the monthly fee described on *Schedule A*:

Programmer shall pay for or reimburse Licensee for any additional hardware costs for the Station's EAS system, the IP STL system, automation computers, switching mechanisms, internet streaming and other hardware as reasonably necessary

Programmer shall provide at its expense its own computer and software licensing upgrades for the Station's remote transmitter monitoring functions.

Programmer shall pay the labor costs for installation of equipment identified in this Schedule. All such installation shall be subject to Licensee's ultimate supervision.

Programmer shall pay or reimburse the Station's music licensing costs under any licensing agreements that it enters into or as a result of an assumption of rights from the Licensee's agreements, including, without limitation, ASCAP, BMI, SESAC and Sound Exchange.

Programmer shall pay or reimburse all of the Station's contractual costs from news licensing organizations, including, without limitation, Associated Press and Capital News Bureau.

Programmer shall pay for all streaming hardware installation, maintenance, licensee fees and relating costs associated with the streaming of the Station broadcasts.

Programmer shall pay all costs for a request line/telephone access to the WYBC/WSHU studios.

Programmer's engineering staff, under Licensee's supervision, shall maintain the Station's transmitter site consistent with industry standards at Programmer's own cost or expense, including periodic regular maintenance work and emergency maintenance work. Programmer shall reimburse Licensee for all reasonable expenses Licensee incurs in connection with the maintenance of the Station's studio and transmitter equipment and other operating costs specified in Section 6(a); Any capital expenditures incurred by Licensee with respect to the Station are Licensee's responsibility and Programmer shall have no responsibility to reimburse Licensee for any such expenditures.

## SCHEDULE C TO TIME BROKERAGE AGREEMENT

### **Programming Policy**

Programmer and Licensee shall cooperate with each other in the broadcasting and programming of the Station. 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:

- I. **Respectful of Faiths.** The subject of religion and references to particular faiths and tenets shall be treated with respect at all times.
- II. **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 Station 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, Licensee may require that responsive programming be aired. In the event that a statute, regulation or policy is adopted that requires the airing of responsible programming, Programmer agrees to comply with such statute, regulation or policy and will prepare such responsible programming.
- III. **Donation Solicitation.** Requests for donations in the form of a specific amount shall not be made if there is any suggestion that such donation directly will result in miracles, physical cures or life-long prosperity. However, statements generally requesting donations to support a broadcast or church are permitted.
- IV. **Treatment of Parapsychology.** The advertising or promotion of fortune telling, occultism, astrology, phrenology, palm reading, or numerology, mind-reading, character readings, or subjects of the like nature will not be broadcast.
- V. **No Ministerial Solicitations.** No invitations by a 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 total physical cures for illness.
- VI. **No Vending of Miracles.** Any exhortation to listeners to bring money to a church affair or service shall not contain any suggestion that miracles, physical cures, or prosperity will result.
- VII. **Sale of Religious Artifacts.** The offering for sale of religious artifacts or other items for which listeners would send money is prohibited unless

such items are normally available in ordinary commerce or are clearly being sold for proper fund-raising purposes.

- VIII. No Miracle Solicitation. Any invitation to listeners to meet at places other than a church and/or to attend other than regular services of a church is prohibited if the invitation, meeting, or service contains any claim that miracles, physical cures or prosperity will result.
- IX. 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.
- X. No Lotteries. Announcements giving any information about lotteries or games prohibited by federal or state law or regulations are prohibited.
- XI. 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.
- XII. 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.
- XIII. Election Procedures. At least fifteen (15) days before the start of any lowest-unit-charge period for any primary or general election, Programmer will clear with Licensee's General Manager the rates Programmer 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 station policy. Programmer shall also clear with Licensee's General Manager its forms for disclosure of political time sales practices and rates.
- XIV. Required Announcements. Programmer shall broadcast (i) an announcement in form satisfactory to Licensee at the beginning of each hour to identify the Station, (ii) an announcement at the beginning of each broadcast day or appropriate broadcast period to indicate that program time has been purchased by Programmer and (iii) any other announcement that may be required by law, regulation, or Station policy.
- XV. Commercial Record Keeping. No commercial messages or "plugs" shall be made in programming presented over the Station 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 Programmer or its employees is or are directly or indirectly interested without the same having been approved in advance by Licensee's General Manager or such broadcast being announced and logged as sponsored.

XVI. **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 Station.

XVII. **Licensee Discretion Paramount.** In accordance with Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising or programming being presented over the Station which is in conflict with Station policy or which in Licensee's sole but reasonable judgment would not serve the public interest.

XVIII. **Programming Prohibitions.** Programmer shall not knowingly 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. **Commercial Disparagement.** Any unfair disparagement of competitors or competitive goods.
- D. **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.
- E. **Unauthenticated Commercial Testimonials.** Any testimonials which cannot be authenticated.
- F. **Descriptions of Bodily Functions.** Any presentation which describes in a repellent manner bodily functions.
- G. **Advertising.** Any advertising matter or announcement which may, in the opinion of Licensee, be injurious or prejudicial to the interests of the public or the Station, or to honest advertising and reputable business in general.

H. 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.

L. Telephone Conversations. Any programming in violation of any statute, regulation or policy, including without limitation to, 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 is served.

In any case where obvious questions of policy or interpretation arise, Programmer shall attempt in good faith to submit the same to Licensee for decision before making any commitments in connection therewith.