

## LOW POWER FM CONSULTING AGREEMENT

This Consulting Agreement is made and entered into by and between \_\_\_\_\_ (hereinafter, "Client") and STERLING COMMUNICATIONS, INC., (hereinafter, "Consultant") on this (date)\_\_\_\_\_.

WHEREAS, Consultant is in the business of assisting applicants to prepare applications for authorization to construct and operate new broadcast facilities; and

WHEREAS, Client desires to file an application with the Federal Communications Commission (hereinafter, "Commission") for authority to construct a new LPFM radio station at (city, st)\_\_\_\_\_, and desires to retain Consultant's services in connection with the application.

Now therefore, in consideration of the mutual promises and obligations continued herein, the parties hereto agree as follows:

1. Application Preparation: Consultant shall perform a Frequency Search from a site given by the Client. This will include: A search of each channel on the entire FM band, including FM translators, Canadian and Mexican allocations (when within 200 miles of the border), and TV 6 allocations. The signal strength contours of the LPFM station are calculated using a specific procedure of minimum mileage separations which must be maintained between stations. These are set forth in the FCC rules allowing us to make use of the third adjacent channel of allocated stations, previously protected, but now available for LPFM class stations.

Using the geographic coordinates of your site, our software will determine the exact distance to the nearest station or assignment on each frequency. All of the stations and assignments listed in the FCC files will be considered by the program in the preparation of the study.

An engineering analysis of the results and our recommendation will be provided to the client in hardcopy for review. If no channel is directly open, as often happens in searches in populated areas, we carefully inspect the study results to determine whether there are channels on which you might operate by using a different transmitter site within 10 miles of your residence and within STL reach of your studio. If it is concluded that there are no channels available for you to apply for, or if you do not wish to move to the alternate transmitter site we suggest, or are prohibited from doing so by other circumstances; we will refund your payment, minus our labor fee for the search equal to \$400. Your refund total will be \$1,850.

Consultant shall prepare an application for Client on the appropriate FCC Form including all required exhibits for authority to construct and operate a new LPFM radio station assigned to (city, st)\_\_\_\_\_.

2. Application Preparation Fee: Upon execution of this Agreement, Client shall pay Consultant the sum of **TWO-THOUSAND TWO-HUNDRED FIFTY DOLLARS (\$2,250.00)** in consideration for consultant's undertaking to prepare the application.

3. Consultant's Obligations: Upon receipt of the Application Preparation Fee, Consultant shall prepare a Frequency Search for use by client in evaluating a channel to be used in Client's application.

Consultant shall also advise Client of the date on which its application must be filed with the Commission. Client shall be responsible for reviewing the application completed by Consultant to enable Consultant to timely file it with the Commission.

4. Additional Services: In consideration for the payment of the Application Preparation Fee, Consultant shall be obligated to prepare an application acceptable for filing at the Commission. In the event Client requests any additional services, Consultant shall charge client an hourly fee of SEVENTY-FIVE (\$75.00) DOLLARS, Consultant, at its sole election, may require a deposit from Client before performing any additional services.

5. Client's Obligation: It is expressly understood that time is of the essence in the performance of this Agreement and accordingly that Client agrees as follows:

A. Client shall complete, execute and return the checklist within ten (10) days prior to the application window closing.

B. Client shall obtain reasonable assurance of the availability of a proposed antenna site which will comply with the Commission's Rules and shall so notify Consultant within ten (10) days prior to the application window closing.

C. Upon receipt of an application prepared by Consultant, Client shall review and execute the application or shall return it to Consultant for revision within three days of its receipt from Consultant.

6. Exclusive Agreement: Consultant agrees to provide its services hereunder to Client on an exclusive basis provided that Client is not in default of this Agreement. For the purpose of this agreement, the term "exclusive basis" shall mean that Consultant shall not prepare any application for a new LPFM radio station, which could not be granted in the event Client's application were granted by the Commission.

7. Liquidated Damages:

A. In the event Consultant is in default under the terms of this Agreement, Consultant's liability shall be limited to a refund of the Application Preparation Fee minus the amount of the Frequency Search. Client shall accept said fee as its agreed-upon liquidated damages.

B. In the event Client is in default under the terms of this Agreement except for Section Four, Client's liability shall be limited to the application preparation fee, which Consultant shall retain as its agreed upon liquidated damages. However, if Client is in default under Section Four of this Agreement, then Client shall be liable to Consultant for the full amount of any fees due for additional services provided by Consultant pursuant to Section Four.

8. Limitation of Liability: It is expressly understood by the parties that Client's application may be subject to a selection process at the Commission. Consultant shall not be liable for any loss or damage suffered by Client including consequential financial loss in the event Client's application is not granted, or for any other costs, liabilities, or losses incurred by Client for any reason in connection with its applications except as is otherwise provided in Section Seven herein.

9. Notice: Any notice given pursuant to the terms of this Agreement shall be sent by U.S. mail, and shall be addressed as follows:

If To Consultant:                   STERLING COMMUNICATIONS, INC.  
  219 Dodd  
  Ringgold, GA 30736

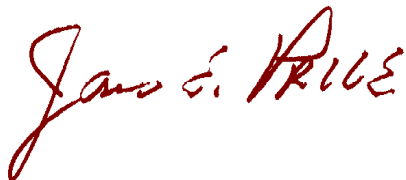
If To Client:

Notice shall be deemed to have been given as of the postmarked date.

10. Entire Agreement: This Consulting Agreement constitutes the entire agreement of the parties, and supersedes any previous written or oral agreements. Moreover, this agreement cannot be amended except by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date above first written.

STERLING COMMUNICATIONS, INC. (Consultant)



By: \_\_\_\_\_  
James E. Price, President

(client name)

By: \_\_\_\_\_ Date: \_\_\_\_\_

## APPLICATION CHECKLIST

This checklist is furnished by Sterling Communications and the following questions refer to the principal(s) of the applicant.

In addition you will note that some questions pertain to members of the immediate families of all principals, which include the following relatives:

1. Brothers
2. Sisters
3. Spouses
4. Children
5. Parents

Should answers to any of the following questions change while the application of is on file at The Commission, it is the responsibility of the Client, to file an amendment with the FCC, updating information contained in the application consistent with any such changes.

Yes

No

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Are the principals of all U.S. citizens?  |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Have any of the principals ever been involved in any civil or criminal proceeding regarding:<br>(a) any felony,<br>(b) antitrust action,<br>(c) unfair competition,<br>(d) fraud,<br>(e) unfair labor practices, or<br>(f) discrimination of employees?   |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Do any of the principals or their spouses own any interest or have any connection with any of the following types of mass media outlets:<br><br><input type="checkbox"/> AM, FM, or TV stations construction permits;<br><input type="checkbox"/> Cable television systems; or<br><input type="checkbox"/> Investment companies, banks, |

or insurance companies with any of the above.

4. Does any principal(s) or any member of his immediate family (parents, children, spouses, or siblings) have any interest in:

Yes      No

           AM, FM or TV stations;

           Broadcast applications now pending before the FCC?

5. The next question refers to only Principals and not to members of their immediate families. Has any principal(s) at any time in the past ever had any interest in:

Yes      No

           (a) Broadcast applications dismissed with prejudice (whether returned for being late, or any other reason).

           (b) Broadcast application denied on its merits by the Commission?

           (c) A broadcast station the license of which has been revoked.

           (d) A broadcast application dismissed, whether by settlement or otherwise, which left unresolved character issues outstanding.

#### ESTABLISHED LOCAL APPLICANT CREDITS

6. Do the Articles of Incorporation include supporting documentation requiring a 75% local governing board?

Yes      No

\_\_\_\_\_ 7. Indicate if 75% of the principals of the board live within 25 miles of the proposed city of license.

\_\_\_\_\_ 8. What is the date of Incorporation for the Applicant?

9. If any principal(s) has any understanding or agreement regarding future ownership of the applicant entity, whether among themselves, or with anyone else, please describe the understanding that exists, and if reflected by a written contract, please forward a copy to this office.

10. We must have a listing of the board members or directors of the corporation, including their addresses, phone numbers and positional interest with the corporation.

\_\_\_\_\_ TIN or EIN (Taxpayer Identification Number, Employee Identification Number)

**FINANCIAL QUALIFICATIONS**  
**(completion ONLY NECESSARY FOR COMMERCIAL FULL SERVICE applications)**

1. Based upon your estimate of what it will cost to build its proposed FM station and to operate the station, without advertising revenues, for a period of 90 days, how does the corporation plan to pay for these costs? (Please provide copies of any letters or loan proposals).

2. If any principal(s) anticipates having to pledge his/her corporate stock in order to obtain loans for the station, does the lender recognize that these principals must retain all voting rights until the FCC consents otherwise?

3. Please provide all correspondence regarding use of the proposed FM antenna site.

DECLARATION OF \_\_\_\_\_(name)

I, \_\_\_\_\_ hereby declare as follows:

I have been a member of the Governing Board of

\_\_\_\_\_ (corp./org.) since 19\_\_\_\_.

\_\_\_\_\_ (corp./org.) has been headquartered at

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ since 19\_\_\_\_.

At least 75 percent of the governing board of

\_\_\_\_\_ (corp./org.) has resided within 10 miles of

the proposed transmitter site for the two years prior to the filing of the instant application.

The proposed transmitter site is located at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ .

I am the individual responsible for the preparation of this statement, and that all information presented herein is true to the best of my knowledge, information, and belief.

I DECLARE under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_ (date).

\_\_\_\_\_  
signature

\_\_\_\_\_  
Title