Exhibit Purchase Order Form

ISSUED BY

Prepared By	Phone	Email
Melissa Chen	301-677-2019	melissa.chen@usarec.army.mi l
Purchase Order Number	**Order Submit Date**	**Source Base Code**
51907	1/11/2012 1:16:00 PM	Q690
RSID	**Battalion**	
3D6	3D (Columbia)	
Budget	**Product/Client Code**	
USAREC- 2nd Brigade - Columbia Local Media	1BD2 AC2	

ISSUED TO

Vendor/Provider Number	Vendor/Provider Name	
TSFRADIO	TSF RADIO NETWORK	
Vendor/Provider Contact	**Phone**	**Email**
Mike Sinnott	(517) 927-4570	thesportsflash@aol.com
Address		
1516 LYTELL JOHNE'S PATH		
City	**State**	**Zip**
WILLIAMSTON	MI	48895

ORDER INFORMATION AND INSTRUCTIONS

Order Description
2BDE 3D Asheville Passing League 2012
Order Comments

Exhibit Purchase Order Form

Passing League in Asheville Company - 16-team

TSF Radio Network will manage a passing league that will feature high school teams from throughout your recruiting territory. Each 16-team event will be held at a high school in your recruiting territory. The teams will compete in pool play to determine the seeding for a championship bracket, which is single-elimination. Each participating school will be guaranteed to play four games, with three games in pool play and at least one game in the single-elimination championship. For a 16-team tournament, 400-500 student-athletes will participate. There will be ~800-1,000 student-athletes exposed to the Army.

TSF will be responsible for the management of the passing league campaign, including:
•designing campaign logo
•securing host sites
•contacting, securing participating teams
•developing school database;
•drafting league rules;
•hiring state-certified officials;
•writing, distributing press releases;
•writing, distributing direct mail to schools;
•renting host site for event;
•serving as campaign point of contact;
•providing tee-shirts to competitors;
•providing trophies for winning teams;
•generating leads for recruiters; and
•managing the event
•collecting and submitting lead cards

Item ID	Item Type	Space Description		
70001	Sports Sponsorship - HS	Boothspace		
Start Date	**End Date**	**Quantity**	**Unit Price**	**Net Price**
6/1/2012	8/31/2012	1	$5000.00	$5000.00
Material Close Date	**Space Close Date**	**Exhibit Event Name**		
	4/1/2012			
Item Remarks				

NOTICE TO VENDOR/PROVIDER: IMPORTANT! READ CAREFULLY

1. Vendor/Provider must comply with the following Federal Acquisition Regulations (FAR) clauses set forth in Appendix A. Upon request, their full text will be made available to vendor/provider listed within this purchase order , except that all References to the Government shall mean Client and all references to the Contractor shall mean Vendor/Provider. To the extent that any of these FAR provisions are inconsistent or conflict with the terms of this Agreement, then the FAR provisions shall govern.

2. Vendor/Provider must comply with the Program Buying Guidelines set forth in Appendix B.

3. Vendor/Provider must comply with the payment terms and proof of performance requirements set forth in Appendix C and should include the described information for submission of a proper invoice.

4. Creative should not be altered in any way. If creative received does not meet exact specs, float in designated space and add black border.

5. The parties agree that, in the event Army ceases to use McCann Worldgroup as its agency of record, the parties shall work together in good faith to transfer (where appropriate) the rights, interest and obligations of McCann Worldgroup under this Agreement to Army's new agency of record.

APPENDIX A
FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more FAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Government Contracts Manager will make their full text available. Also, the full text of a clause may be accessed electronically at this address (es):

http://www.aquisition.gov/far

Wherever the term Government or Contracting Officer appears, that term shall mean Agency or Universal McCann, Inc.
Wherever the term Contractor appears, that term shall mean TSF RADIO NETWORK
Federal Acquisition Regulations (FAR) 48 CFR Chapter 1 Clauses

FAR CLAUSE NO.	TITLE AND DATE
52.203-13	Contractor Code of Business Ethics and Conduct (DEC 2008)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans of the Vietnam Era, and Other Eligi- ble Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.232-18	Availability of Funds (APR 1984)
52.242-15	Stop-Work Order
52.249-2	Termination for Convenience of the Government (Fixed Price) (MAY 2004)
52.249-8	Default (Fixed Price Supplies and Service) (APR 1984)

52.244-6 Subcontracts for Commercial Items.
As prescribed in 44.403(a), insert the following clause:

SUBCONTRACTS FOR COMMERCIAL ITEMS (Dec 2010)

(a) *Definitions.* As used in this clause
"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));
(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).
(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

APPENDIX B
Program Buying Guidelines Instructions

General Principles

a. The U.S. Army does not wish to participate in any program which is socially undesirable and/or contrary to the policies and interests of the U.S. Army.
b. It is understood that judgments as to what is socially desirable and the application of such terms as "gratuitous", "excessive" and "inappropriate" substantially involve subjective judgments and that individuals in the U.S. Army, its contracted agencies and in the public audience can differ in those judgments.
c. Agency media buying supervisors will make judgments on a case by case basis as to which programs or publications would not be acceptable for U.S. Army advertising. If these individuals have doubts concerning the contents of a particular program or publication, they will contact the planning supervisor who, with direction from the client will make the final decision.

Specific Applications

The U.S. Army will not knowingly support any episode of any program which is:

d. Sexually offensive or contains gratuitous sex, ie., programs which exploit sexual themes gratuitously and in a manner which may be offensive to the viewing audience.
e. Excessively violent, ie.,programs which contain excessive violence or violence which is inappropriate or unnecessary in relation to the story depicted.
f. Socially derogatory, ie.,programs which espouse or reinforce any demeaning attitude toward any group or individual with respect to their race, religion, political persuasion or sex.
g. Antithetical to the U.S. Army, ie., those programs which reflect negatively on the military establishment, any of its services or personnel.

APPENDIX C
Universal McCann Payment Instructions

Vendor/Provider must comply with the following payment instructions set forth:

Invoice and Proof of Performance must be submitted within 30 days of activity/event completion.

If activity/events span over a period of 6 months or more, provider must submit Invoice and Proof of Performance within 30 days of EACH completed activity/event.

Please refer to ORDER DESCRIPTION field of this PO for specific activity/event milestone dates.

Activity/event cannot exceed 365 days.

A proper invoice MUST include the following information to facilitate payment:

INVOICE:
- Vendor/Provider Name and Address
- Agency: Universal McCann
- Advertiser: U.S. Army
- Name or title of Project/Effort: 2BDE 3D Asheville Passing League 2012
- Vendor/Provider Invoice Number
- Invoice Date
- Prime Contract Number: W15P7T-06-D-C002
- Vendor/Provider Number: TSFRADIO
- Task Order Number 11-295/2EVU
- Purchase Order Number: 51907
- Period of performance for which costs are claimed
- Total NET Cost $ 5000.00
- **Signature of an authorized official certifying the invoice to be correct and proper for payment including the following statement: I certify that to the best of my knowledge all payments requested for the above listed components were performed/delivered in accordance with the purchase order.**
- Tax identification number (employers identification number) or social security number

PROOF OF PERFORMANCE:
Proof of performance is REQUIRED for payment and can be in the following formats:
PRINT:
- Original tear sheet with "Folio" ("Folio line to include name of publication, date of publication, and page number").
- In the absence of a "folio" line, a full copy of the publication is required.
- PDF, copies, or faxes of tear sheets will not be accepted.

OUTDOOR:
- Photograph of advertisement in digital or hard copy.

EXHIBITS/EVENTS/SPONSORSHIPS/CINEMA:
- For print and outdoor components, please refer to the above requirements.

- For on-site activities, digital or hard copy photos are required.
- For Cinema advertising, invoice must include number of theaters, air times and dates.

SPOT:

- A listing of the components of the activity that was performed and is being invoiced.
- Both Electronic Data Interface (EDI) and paper invoices from vendors/providers are required to include the following Warranty Statement or similar: "We warrant the above broadcasts were made according to the official station log".

APPENDIX D
Universal McCann Payment Instructions

PAYMENT GUIDELINES

Purchase Order Number 51907
Vendor/Provider Mike Sinnott

Agency (UM) does not pay interest, court costs, late fees and or attorney fees. Agency operates under the principle of sequential liability. Unless otherwise set forth by Agency on PO, Contractor agrees to hold Advertiser (U.S. Army) liable solely to the extent proceeds have cleared from Advertiser to Agency for ads placed in accordance with PO. For sums not cleared to Agency, Contractor agrees to hold Advertiser solely liable. Contractor understands that Agency is Advertisers disclosed principle and Agency, As Agent, has no obligations relating to such payments, either joint or several. Agency agrees to make every reasonable effort to collect and clear payment from advertiser on a timely basis. If advertiser proceeds have not cleared for the PO, other Advertisers from the representing agency shall not be prohibited from advertising with contractor due to such non-clearance if such other Advertisers credit is not in question.

Send invoices and proof of performance to:
Universal McCann
622 3rd Avenue
New York, NY 10017
ATTN: Stella Ragusa

Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Acceptance by Vendor/Provider

TSF RADIO NETWORK	Michael Sinnott	1/26/12
Vendor/Provider Name/Title	Vendor/Provider Signature	Date

MICHAEL SINNOTT - President

Ordered By UM / Agreed to by Agency

Kalifa Waugh UM AMP		1/26/12
Agency Name/Title	Agency Signature	Date