

## **LOCAL MARKETING AGREEMENT**

This LOCAL MARKETING AGREEMENT (the “Agreement”), entered into as of the \_\_\_\_ day of September, 2014 (this “Agreement”), by and between, Adelante Media of Eastern Washington License, LLC (“Adelante Eastern Washington Licensee”), Adelante Media of Seattle License, LLC (“Adelante Seattle Licensee,” and collectively, with Adelante Eastern Washington Licensee, referred to herein as, “Licensee”), and Bustos Media Holdings, LLC (“Programmer”).

### **RECITALS:**

WHEREAS, Licensee owns and is authorized to operate the radio stations set forth on Attachment I hereto (the “Stations”), pursuant to licenses issued by the Federal Communications Commission (“FCC”); and

WHEREAS, Licensee desires that Programmer will provide programming for the Stations and sell advertising time on the Stations, and Programmer desires to provide such programs and sell the advertising time on the Stations as further provided herein; and

WHEREAS, Licensee and its affiliates (as Seller) and Programmer and its affiliates (as Buyer) have entered into an Asset Purchase Agreement dated the date hereof with respect to the Stations (“Purchase Agreement”);

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale of Time. Subject to the provisions of this Agreement and the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC (“Communications Laws”), Licensee agrees to make the Stations’ broadcasting transmission facilities available to Programmer for broadcast of Programmer’s programs on the Stations (the “Programming”). Programmer will have the right to broadcast on the Stations up to twenty-four (24) hours of programming each day during the Term, as defined herein. Notwithstanding the foregoing, Licensee reserves up to two (2) hours of each Station’s time per week for its own use for public affairs programming at a mutually agreeable time. Additionally, as set forth more fully below, Licensee reserves the right at any time to pre-empt the Programming for the broadcast of emergency information and programming of the Licensee’s selection which Licensee believes in its sole discretion to be in the public interest. Programmer shall be responsible for delivery of its programming to the Stations, at Programmer’s sole cost and expense. During the Term, Licensee shall provide Programmer access to and use of Licensee’s studio and office facilities located in each Station’s market for the sole purpose of performing this Agreement. When on Licensee’s premises, Programmer shall not act contrary to the terms of any lease for such premises or interfere with the business and operation of Licensee’s use of such premises and shall comply in all material respects with all laws relating to the use of such premises.

2. Term. The term of this Agreement shall commence on October 1, 2014 (the "Commencement Date") and, unless earlier terminated as provided in this Agreement, shall continue in full force and effect until the one (1) year anniversary of the date hereof (the "Term").

3. Consideration. As consideration for the air time made available by Licensee hereunder during the Term, Programmer shall pay Licensee a monthly sum in accordance with Schedule A hereto ("Monthly Fee").

4. Licensee's Responsibility for Expenses. Subject to reimbursement by Programmer as provided in Schedule A hereto, Licensee shall be solely responsible for payment of all the direct and indirect operating costs of the Stations (except costs directly related to Programmer's use of the facilities of the Stations), including but not limited to:

(a) salaries, payroll taxes, insurance, benefits and related costs of personnel employed by Licensee in the operation of the Stations as required by FCC rules, regulations and policies;

(b) insurance costs relating to Licensee's owned assets and operations;

(c) Licensee's own telephone, delivery and postal service;

(d) income, gross receipts, sales, real property, personal property, excise and/or any other taxes of any nature whatsoever related to the ownership of Licensee's assets or Licensee's own programming efforts on the Stations;

(e) the costs of Licensee's own programming;

(f) Licensee's FCC regulatory fees; and

(f) lease payments, power and other utility bills and maintenance costs for the Stations' transmission and tower facilities.

5. Licensee's Authority. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Stations during the Term. Licensee shall be responsible for all programming it furnishes for broadcast on the Stations and for the payment of the salaries of all of its employees, all of whom shall report solely to and be accountable solely to the Licensee. Licensee reserves the right to interrupt or preempt Programmer's programming at any time if Licensee determines the programming is not in the public interest or violates this Agreement, or in case of an emergency or Emergency Alert System ("EAS"), or any successor system's activation, or for the purpose of providing programming which Licensee in its sole discretion determines to be of greater national, regional or local importance. Licensee also reserves the right to refuse to broadcast any program which does not meet the requirements of the rules, regulations, and policies of the FCC or the Station

Policies set forth in Schedule B. Licensee reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy.

6. Advertising and Programming Revenues; Collection of Accounts Receivable.

(a) As of the Commencement Date, Licensee shall assign to Programmer, and Programmer shall assume from Licensee, the obligations and commitments made by Licensee with respect to the Stations prior to the Commencement Date for commercial advertising time, whether for cash or trade/barter, to be aired on or after the Commencement Date (collectively, "Licensee's Advertising Contracts"). Programmer shall be entitled to all of the Stations' revenue received for commercials aired on or after the Commencement Date (the "Post-Commencement Date Revenues"), and Licensee shall be entitled to all of the Stations' revenues received for commercials aired before the Commencement Date (the "Pre-Commencement Date Revenues"). Programmer shall retain all revenues from the sale of advertising time on the programming it broadcasts on the Stations on and after the Commencement Date until termination of this Agreement, and all accounts receivable ("A/R") and revenues of the Stations for time periods before the Commencement Date shall be for the account of Licensee. In the event that commercial advertising time to be run after the Commencement Date was prepaid in cash to Licensee, Programmer shall be entitled to reimbursement in the amount so paid. There shall be no reimbursement or proration for any prepaid trade/barter agreements.

(b) On the Commencement Date, but in no event later than five (5) business days thereafter, Licensee shall prepare and deliver to Programmer a list of all Licensee's Advertising Contracts and an accompanying A/R listing. The A/R shall remain the property of Licensee, and Programmer shall not acquire any right or interest therein. During the Term, Programmer shall use commercially reasonable efforts to collect, on behalf of Licensee, all such Pre-Commencement Date Revenues (including the A/R) in the same manner and with the same diligence that it uses to collect its own Post-Commencement Date Revenues; provided, however, that Programmer shall be under no obligation to commence litigation or legal action to effect collection. All amounts collected by Programmer shall be applied, without deduction of any kind, first to the oldest accounts receivable of Licensee with respect to the Stations, unless the client specifies in writing the identification of the account in the remittance, in which case, the remittance shall be applied to the specified account. Programmer shall pay over to Licensee all such Pre-Commencement Date Revenues collected by Programmer, on a monthly basis (less commissions payable to Transferred Employees (as defined in the Purchase Agreement) with respect to such collections which shall be paid by Programmer out of such collected A/R), within twenty (20) days after the end of any calendar month during the Term, together with an accurate and complete list of all Pre-Commencement Date Revenues that Programmer has collected during such previous month. Seller shall not attempt to collect any of the A/R during the Term. At the end of the Term, Programmer shall turn back to Licensee any uncollected A/R, and Programmer shall have no further obligation with respect to the A/R.

7. Political Advertising. Programmer shall cooperate and consult with Licensee concerning its policies and practices regarding political advertising and otherwise take such steps

as may be necessary or appropriate in order to insure Licensee's compliance with its obligations under the Communications Laws, with respect to the carriage of political advertisements and programs (including, without limitation, the rights of candidates and, as appropriate others, to "equal opportunities") and the charges permitted therefor. Programmer shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the Communications Laws and federal election laws. Programmer shall release availabilities to Licensee as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that funding received by Licensee as a result of any such release of time shall promptly be remitted to Programmer.

8. Licensee's Representations, Warranties and Covenants. Licensee represents, warrants and covenants to Programmer that:

(a) Qualification. Licensee is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Licensee.

(b) Authorizations. Licensee now holds all permits and authorizations necessary for the operation of the Stations as currently conducted, including all FCC permits and authorizations. Licensee will continue to hold such permits and authorizations throughout the Term. There is not now pending or to Licensee's knowledge, threatened, any action by the FCC or other party to revoke, cancel, suspend, refuse to renew, or modify adversely any of the licenses, permits or authorizations necessary to the operation of the Stations.

(c) No Violation. To Licensee's knowledge, Licensee is not in material violation of any rule, regulation, order or decree of the FCC or of any other federal, state, local or foreign governmental agency having jurisdiction over it or over any part of its operations or assets, which material default or violation would have a materially adverse effect on Licensee or its assets or on its ability to perform this Agreement.

(d) Employees. Licensee shall employ such employees ("Licensee Employees") to direct the day-to-day operations of the Stations as may be necessary to comply with the provisions of Communications Laws regarding main studio staffing and such additional personnel as shall be necessary to enable Licensee to perform its obligations under this Agreement. All such employees will report to and be accountable solely to Licensee. The initial Licensee Employees are listed on Attachment II hereto.

(e) Main Studio. Licensee shall maintain a main studio or studios for the Stations in material compliance with FCC rules and regulations. Licensee shall maintain a public inspection file at its main studio(s).

Notwithstanding the foregoing, Licensee shall not be considered to be in breach or default of any of the above representations, warranties or covenants, or of this Agreement, and Programmer shall have no rights or remedies with respect thereto, unless the failure of any of these representations, covenants and warranties to be true, accurate and complete results in a

material adverse effect on the Stations.

9. Programmer's Representations, Warranties and Covenants. Programmer represents, warrants and covenants to Licensee that:

(a) Qualification. Programmer is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Programmer.

(b) FCC Compliance. All of the programming, advertising and promotional material Programmer broadcasts on the Stations shall be in accordance with the Communications Laws and the standards that may be from time to time established by Licensee, which shall include but not be limited to those set forth in Schedule B hereto. Programmer shall cooperate with Licensee so that Licensee may fulfill its FCC obligations. Programmer shall not discriminate in advertising arrangements on the basis of race or ethnicity and all agreements for the sale of advertising shall include the following clause: "Station does not discriminate in the sale of advertising time, and will not accept advertising which is placed with the intent to discriminate on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate, or has the effect of discriminating, on the basis of race or ethnicity, is hereby declared null and void." Programmer shall maintain internal policies for demonstrating compliance with the FCC's nondiscrimination policy and shall exercise due diligence to ensure that all third party advertising arrangements contain a non-discrimination clause in compliance with FCC rules and regulations.

(c) Correspondence. Programmer shall promptly forward to Licensee any mail which it may receive from any agency of government or any correspondence from members of the public or other information it may receive relating to the Stations or to any of Programmer's programming broadcast on the Stations.

(d) Station Identification Announcements/EAS Tests. During all hours when Programmer is delivering the Programming for broadcast over the Stations, Programmer shall (i) include in the Programming, at the appropriate times, the hourly station identification announcement required to be broadcast over the Stations. Additionally, during all hours when Programmer is delivering the Programming for broadcast over the Stations, Programmer shall maintain at the location from which the Programming is being originated a receiver capable of receiving test messages and alerts over the Emergency Broadcast System, which EAS receiver shall be continuously monitored. If an EAS test or alert is received during the hours when Programmer is delivering the Programming for broadcast over the Stations, Programmer shall cause the appropriate EAS test or alert message to be transmitted over the Stations, shall, in the event of an actual activation of the Emergency Broadcast System, cause all steps that the Stations are required to take in such an event to be taken, and shall be responsible for assuring that the receipt and broadcast of all EAS tests and alerts are properly recorded in the station log.

(e) Sponsorship Identification. Programmer shall include in the Programming the sponsorship identification/political advertising announcements with respect to advertising

and other material included in the Programming as are required by Section 73.1212 of the Communications Laws.

(f) Music Licensing. Programmer obtain its own blanket licenses with the principal music licensing agencies, including, without limitation, ASCAP and BMI, and maintain those licenses throughout the term hereof.

(g) Payola. Programmer agrees that neither it nor its agents, employees, consultants or personnel will accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Communications Laws.

(h) Licensee's Control of Programming. Programmer recognizes that Licensee has full authority to control the operation of the Stations. 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 Programmer represent, suggest or otherwise give the impression that Programmer has any ownership of, or control over, the operation of the Stations.

(g) Theft, Loss or Damage to Property. The Programmer shall be liable for any and all damage to, and theft or loss of, all property and/or equipment belonging to the Licensee or any third party, occurring during the Programmer's use of the Stations' facilities and/or equipment. The Programmer shall be liable for any damages or loss whatsoever resulting from or caused by the Programmer, Programmer's employees, associates and visitors.

#### 10. Indemnification.

(a) By Programmer. Programmer shall indemnify and hold Licensee, and its respective directors, officers, shareholders, members, managers and employees harmless from and against any and all claims, losses, costs, liabilities, damages and expenses of every kind, nature and description (including, reasonable attorneys' fees) ("Damages"), arising out of or resulting from (i) programming or advertising broadcast by Programmer, (ii) the breach of any representation, warranty or covenant of Programmer herein; (iii) any action or omission of Programmer or its employees, agents, representatives or licensees in connection with the operation of the Stations, or their use of the Stations' facilities and equipment; or (iv) any other action or omission of Programmer or its employees, agents, representatives and licensees in connection with this Agreement.

(b) By Licensee. Licensee shall indemnify and hold Programmer, and its respective directors, officers, shareholders, members, managers and employees harmless from and against any and all Damages arising out of or resulting from (i) programming originated by Licensee, (ii) the breach of any representation, warranty or covenant of Licensee herein, (iii) any action or omission of Licensee or its employees, agents, representatives or licensees in



connection with the operation of the Stations, or their use of the Stations' facilities and equipment, or (iv) any other action or omission of Licensee or its employees, agents, representatives and licensees in connection with this Agreement.

(c) Notice. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Subsection (d) below.

(d) Survival. The obligation of Programmer and Licensee to indemnify and hold each other harmless as set forth in this Agreement shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations as to the parties hereto and to claims of third parties.

Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim;

(iii) if the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim; and

(iv) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind, whether or not foreseeable.

## 11. Termination.

(a) Grounds. In addition to any other remedies available at law or equity, this Agreement may be terminated as set forth below by either Licensee or Programmer by written notice to the other, if the party seeking to terminate is not then in material default or breach of this Agreement, upon the occurrence of any of the following:

(i) The other party is in material breach of its obligations hereunder

and has failed to cure such breach within ten (10) days of written notice from the non-breaching party; provided, however, that if the breach is one that cannot be cured with reasonable diligence within ten (10) days, but could be cured within an additional thirty (30) days and the breaching party is diligently attempting to cure the breach, then the nonbreaching party may not terminate this Agreement on account of such breach until such additional thirty (30) day period has elapsed without a cure; and further provided that any breach by Programmer for failure to timely pay the Monthly Fee or any other amount due Licensee hereunder shall only have a cure period of three (3) days after written notice from Licensee to Programmer.

(ii) The mutual consent of both parties;

(iii) The other party shall make a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which if filed against such party, has not been dismissed within sixty (60) days thereof;

(iv) This Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(iv) There has been a change in FCC rules, policies or case law precedent that would cause this Agreement or any provision thereof to be in violation thereof and such change is not the subject of an appeal or further administrative review; or

(v) The Closing under the Purchase Agreement, or the earlier termination or expiration of the Purchase Agreement in accordance with its terms.

(b) Effect of Termination. Upon termination of this Agreement according to the provisions of this Section 11, (i) Licensee shall have no further obligation to provide to Programmer any broadcast time or broadcast transmission facilities, (ii) the consideration provided for hereunder shall be prorated to the effective termination date of this Agreement and (iii) Licensee and Programmer will cooperate in good faith to enable Programmer to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such programming that which otherwise would have been paid to Programmer hereunder; provided that, notwithstanding the foregoing, Licensee shall have no obligation to assume or fulfill any such advertising or programming commitments, which shall be in the sole discretion of Licensee.

12. No Release of Liability Through Termination. No termination pursuant to Section 11 above shall relieve any party of liability it would otherwise have for breach of this Agreement, including, without limitation, any action by Licensee for the collection from the Programmer of any unpaid balances due hereunder or for any damages resulting from a termination due to Programmer's breach hereof.



Execution Copy

13. 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, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to the Licensee:

Adelante Media Group, LLC  
500 Media Place, Sacramento, CA 95815  
Attention: Jay Meyers  
Email: jay@adelantemediagroup.com

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

Jay Meyers  
639 Indian River Drive  
Melbourne, FL 32935

and

Pillsbury Winthrop Shaw Pittman LLC  
2300 N Street, NW  
Washington, D.C. 20037  
Attention: Miles S. Mason  
Email: miles.mason@pillsburylaw.com

If to the Programmer:

Amador S. Bustos, President  
BUSTOS MEDIA HOLDINGS, LLC  
5110 SE Stark Street  
Portland, OR 97215  
Phone: (503) 233-5280  
Fax: (503) 234-5592  
Email: abustos@bustosmedia.com

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

Dennis J. Kelly  
Law Office of Dennis J. Kelly

Execution Copy

Post Office Box 41177  
Washington, DC 20018-0577  
Tel. 202-293-2300  
Facsimile: (571) 312-1601  
Email: dkellyfcclaw1@comcast.net

14. Modification And Waiver. No modification of any provision of this Agreement shall in any event be effective unless the same shall be in writing and then such modification shall be effective only in the specific instance and for the purpose for which given.

15. Construction. This Agreement shall be construed in accordance with the internal laws of the State of California. The obligations of the parties hereto are subject to all federal, state and local laws and regulations now or hereafter in force and the rules, regulations and policies of the FCC and all other government entities or authorities presently or hereafter to be constituted.

16. 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.

17. Counterpart Signature. 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 original or the same counterpart.

18. Entire Agreement. This Agreement supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

19. No Partnership Or Joint Venture Created. Nothing in this Agreement shall be construed to make Licensee and Programmer partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.

20. Assignment. Programmer shall not assign this Agreement without the prior written approval of Licensee. Licensee shall have the right to assign this Agreement, without the consent of Programmer, to any party assuming all of Licensee's obligations hereunder.

21. Confidentiality. The financial terms of this Agreement, as well as any amendments hereto or renewals hereof, shall remain confidential and privileged between the two parties hereto and the Programmer shall not disclose said terms to any other person or entity.

22. Certifications.

- (a) Licensee's Certification. Licensee hereby certifies that it shall maintain ultimate control over the Station's facilities and operations, including specifically control over the Station's finances, personnel and programming, throughout the term of this Agreement.

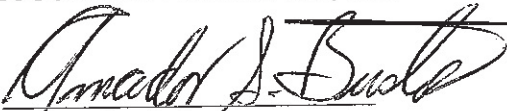
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(b) Programmer's Certification. Programmer hereby certifies that it complies with the provisions of paragraph (a)(1) of Section 73.3555 of the FCC's rules under this Agreement.

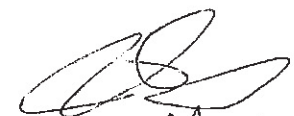
23. Severability. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein, provided that the provision held to be invalid, illegal, or unenforceable is not central to the purpose of this Agreement. In the event of any such determination, the parties agree to attempt to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

**PROGRAMMER:**  
BUSTOS MEDIA HOLDINGS, LLC

By:   
Name: Amador S. Bustos  
Title: Managing Partner

**LICENSEE:**  
ADELANTE MEDIA OF EASTERN  
WASHINGTON LICENSE, LLC  
ADELANTE MEDIA OF SEATTLE LICENSE,  
LLC

By:   
Name: Jay Meyer  
Title: CEO

**ATTACHMENT I**

KDDS-FM, Elma, WA (Facility ID: 33622)  
KMIA(AM), Auburn-Federal Way, WA (Facility ID: 33683)  
KMMG(FM), Benton City, WA (Facility ID: 4758)  
KZTB(FM), Milton-Freewater, OR (Facility ID: 953)  
KZTA(FM), Naches, WA (Facility ID: 36006)  
KDYK(AM), Union Gap, WA (Facility ID: 64506)  
KZUS(FM), Ephrata, WA (Facility ID: 4042)  
KZML(FM), Quincy, WA (Facility ID: 137979)  
KULE(AM), Ephrata, WA (Facility ID: 4041)  
K225AR(FX), Wenatchee, WA (Facility ID: 139113)  
KZML-FM1 Wenatchee, WA (Facility ID: 137979)

**SCHEDULE A**

REDACTED

**Schedule B**  
**Station Policies**

The following sets forth the policies generally applicable to the presentation of programming and advertising over the station. All programming and advertising broadcast by the station must conform to these policies and to all federal, state and local laws including, without limitation, the provisions of the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC, as adopted and amended from time to time.

**Station Identification**

The station must broadcast a station identification announcement once an hour as close to the hour as feasible in a natural break in the programming. The announcement must include (1) the station's call letters, followed immediately by (2) the station's city of license.

**Broadcast of Telephone Conversations**

Before recording a telephone conversation for broadcast or broadcasting such a conversation simultaneously with its occurrence, any party to the call must be informed that the call will be broadcast or will be recorded for later broadcast, and the party's consent to such broadcast must be obtained. This requirement does not apply to calls initiated by the other party which are made in a context in which it is customary for the station to broadcast telephone calls

**Sponsorship Identification**

When money, service, or other valuable consideration is either directly or indirectly paid or promised as part of an arrangement to transmit any programming, the station at the time of broadcast shall announce (1) that the matter is sponsored, either whole or in part; and (2) by whom or on whose behalf the matter is sponsored. Products or services furnished to the station in consideration for an identification of any person, product, service, trademark or brand name shall be identified in this manner.

**Payola/Plugola**

The station, its personnel, or its programmers shall not accept or agree to accept from any person any money, service, or other valuable consideration for the broadcast of any matter unless such fact is disclosed to the station so that all required station identification announcements can be made. All persons responsible for station programming must, from time to time, execute and deliver a payola affidavit and such other documents as may be required by station management to confirm their understanding of and compliance with the FCC's sponsorship identification and other anti-payola/plugola requirements.

**Rebroadcasts**

The station shall not rebroadcast the signal of any other broadcast station without first obtaining such station's prior written consent to such rebroadcast.



## Execution Copy

### Political Broadcasting

All “uses” of the station by legally qualified candidates for elective office shall be in accordance with the Communications Act and the FCC’s Rules and policies, including without limitation, equal opportunities requirements, reasonable access requirements, lowest unit charge requirements and similar rules and regulations.

### Obscenity and Indecency

The station shall not broadcast any obscene material. Material is deemed to be obscene if the average person, applying contemporary community standards in the local community, would find that the material, taken as a whole, appeals to the prurient interest; depicts or describes in a patently offensive way sexual conduct specifically defined by applicable state law; and taken as a whole, lacks serious literary artistic, political or scientific value.

The station shall not broadcast any indecent, profane or offensive material as determined by the FCC from time to time. Material is deemed to be indecent if it includes language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs. All personnel are responsible for keeping current on FCC policies and rulings defining acceptable programming and for keeping programming on the stations within the acceptable parameters of these policies and rulings.