

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of April \_\_\_\_\_, 2017 between Hero Licenseco LLC, a Delaware limited liability company (“Licensee”), and Meruelo Television, LLC, a California limited liability company (“Programmer”).

Recitals

A. Licensee owns and operates television station KBEH(DT), Oxnard, California (the “Station”) pursuant to a license (“FCC License”) issued by the Federal Communications Commission (“FCC”).

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

C. The Station participated in the FCC’s Auction 1001 (“Incentive Auction”) and as part of that Auction, will be relinquishing the right to broadcast over-the-air on TV Channel 24 associated with its current FCC License, while retaining the remaining rights under its FCC License.

D. Licensee and Programmer intend for this Agreement, and the related transactions and procedures thereunder, to be executed consistent with the requirements of the FCC’s Orders and Public Notices in GN Docket No. 12-268 and in ET Docket No. 10-235; including the FCC’s Waiver of Prohibited Communications Public Notice, DA 17-134, released February 6, 2017 (“Prohibited Communications Waiver PN”); and relevant FCC regulations, including without limitation 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended; and any subsequent FCC Orders, Public Notices and rules adopted in these Dockets (collectively the “Auction and Channel Sharing Rules”).

E. Licensee (as Seller) and Programmer (as Buyer) are parties to an Asset Purchase Agreement (the “Purchase Agreement”) of even date herewith with respect to the Station. Licensee (as Host) and Programmer (as Guest) have also entered into a Channel Sharing Agreement (“CSA”) of even date herewith with respect to the Station.

F. Pursuant to the CSA, Licensee and Programmer will be filing applications to modify their respective FCC authorizations in order to operate on a shared basis on a newly-assigned shared channel (“FCC Shared Channel Modification Applications”).

## 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”) will begin after Licensee receives payment from the FCC for relinquishing the right to broadcast over-the-air on TV Channel 24 associated with its current FCC License, but no later than 60 days after the date of Licensee’s receipt of such payment, and on a day on which joint Licensee/Programmer operation under the CSA commences, pursuant to grant of the FCC Shared License Modification Applications (the “Commencement Date”), and will continue until the date twelve (12) months after the Commencement Date, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement).

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on the Station (including the primary and all secondary program streams and ancillary uses) for programming provided by Programmer (the “Programs”) for broadcast twenty-four (24) hours per day, seven (7) days per week, excluding at Licensee’s option, and in its sole discretion, the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the “Broadcasting Period”). During the Term, Programmer, at its own cost, will supply Programs sufficient to meet or exceed the minimum operating schedule of the Station as established in the rules and regulations of the FCC, to the Station’s transmitting facilities for broadcast on the Station, subject to the provisions of Section 5 below. Licensee shall broadcast the Programs on the Station in accordance with the terms hereof.

3. Advertising. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenue from the operation of the Station (including without limitation from the Station’s website and ancillary revenue). During the Term, Licensee shall not sell any advertising on the Station, except as provided by Section 6(b).

4. 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* 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.

5. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station and over all persons

working at the Station during the Term. Licensee (with the full cooperation and assistance of Programmer) shall bear ultimate responsibility for the Station's compliance with the rules, regulations and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, 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 regarding his or her duties in the operation of the Station, and (3) retain ultimate control over the policies, programming and operations of the Station.

(b) 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 local communities. 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, 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 commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall be entitled to broadcast substitute programming. Licensee agrees that preemption shall occur only to the extent Licensee deems preemption reasonably necessary to carry out its obligations as an FCC licensee, and agrees that its right of preemption shall not be exercised in an arbitrary manner or solely for the commercial advantage of Licensee or others.

(c) Consistent with the terms of the CSA, Programmer shall cooperate with Licensee to ensure that properly-functioning EAS equipment is maintained, its functions are closely monitored consistent with FCC rules, and transmissions are properly performed in accordance with Licensee's instructions and the rules and regulations of the FCC. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Station.

## 6. Programs.

(a) Programmer shall ensure that the Programs contain news, sports, informational, or entertainment programming and associated advertising, promotional, public service programming, and announcement matter sufficient to program all of Station's broadcast day on a daily basis throughout the Term. Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies in all material respects, including but not limited to: ensuring that the Programs originally designed for children aged 12 and under years will not contain advertising in excess of the amounts permitted under applicable FCC rules and that the Programs delivered to the Station will include a sufficient amount of CORE children's television programming content per week to comply with or exceed FCC requirements

that the Station provide at least 3 hours per week (averaged over a six-month period). Programmer will provide, identify, and publicize all programming necessary to comply with the children's programming requirements as specified by the FCC. Programmer shall provide Licensee with the information required to complete and file FCC Form 398, the Children's Television Report, within five (5) business days after the end of each March, June, September, and December during the Term, as well as sufficient information to allow Licensee to document compliance with FCC children's programming advertising limits, the amount of local and children's programming broadcast and identification of and publicity for children's programming. 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. Within five (5) business days after the end of each March, June, September, and December, Programmer shall provide Licensee with documentation of such programming in a form appropriate for use as the Issues-Programs list required by Section 73.3526(e)(11) of the FCC's rules or any successor regulation. The Programs shall comply with programming standards established by Licensee set forth on *Schedule B* attached hereto. The Programming shall also meet all customary industry standards for technical broadcast quality. Licensee acknowledges that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Licensee shall oversee and retain ultimate responsibility with the full assistance and cooperation of Programmer with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee to ensure that the Station complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws including uploading political file materials to the Station's online public inspection file. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenue received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

(c) During the Term, Licensee and Programmer will maintain all necessary music licenses with respect to the Station and the Programs, as appropriate.

(d) During the Term, Programmer will use commercially reasonable efforts to provide weekly reports to Licensee regarding the details of the operation of the Station in the form set forth in *Schedule C*, but a failure to provide any such report shall not constitute an Event of Default under this Agreement.

(e) In the event of a termination of this Agreement, unless otherwise agreed to by the parties, Licensee shall have no responsibility for, or obligation to assume, any Programming or any programming or other contracts entered in to by Programmer.

7. Expenses. Subject to Section 4, Licensee shall be responsible for timely paying all of the operating expenses of the Station that are required by FCC rules, regulations and policies to the extent required by such rules, regulations and policies, including: (a) any payments for the Station's portion of the transmitter site and all taxes and other costs incident thereto, including insurance costs, (b) all utility costs (telephone, electricity, etc.) relating to the Station's transmitter, (c) all maintenance and repair costs for the Station's transmitting equipment, (d) all costs, including lease payments, utilities, taxes, insurance and maintenance, relating to the lease of the studios, (e) all maintenance and repair costs for the Station's studio equipment and any equipment used to link the Station's studios and transmitting facilities, (f) the salaries, taxes, insurance and related costs for personnel of the Station and (g) all regulatory or filing fees.

8. Call Signs. 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, with the full cooperation and assistance of Programmer, 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.

9. Maintenance. During the Term, subject to Section 4 and consistent with the terms of the CSA, and with the full cooperation and assistance of Programmer, Licensee shall maintain the operating power of the Station at the maximum level authorized by the FCC for the Station and shall repair and maintain the Station's transmission equipment in good operating condition.

10. Facilities. During the Term, if requested by Programmer, and consistent with the terms of the CSA, Licensee shall provide Programmer access to and use of Licensee's studio and office facilities located in the Station's market for purposes 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.

11. Technical Facilities. Any failure or impairment of the facilities of the Station, or any delay or interruption in the broadcast of programs or failure to furnish facilities for broadcast that is due to Programmer's act or omission will not constitute a breach of this Agreement by Licensee, and Licensee shall not be liable thereby to Programmer. In the event of a prolonged failure or impairment of the facilities of the Station during the Term, Programmer agrees to cooperate with Licensee and, only in the event that such prolonged failure or impairment is due to Programmer's act or omission, Programmer shall bear all costs, fees, and expenses for such

repairs and replacement equipment, including bearing the cost of making appropriate filings with the FCC to restore the Station to full operation at the earliest practicable time which costs, fees, and expenses shall not be credited against the Purchase Price under the Purchase Agreement.

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, to the extent required by applicable law, is qualified to do business in the State of California, (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. Programmer is fully qualified under the rules, regulations and policies of the FCC to provide the Programming for the Station.

13. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) 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 twenty (20) 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, except for payment defaults, where the period to cure is ten (10) calendar days. 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.

14. Termination. This Agreement shall terminate automatically upon Closing (as defined in the Purchase Agreement) under the Purchase Agreement. This Agreement may also be terminated as follows:

(a) by mutual written consent of Licensee and Programmer;

(b) subject to Paragraph 13 above, by written notice of one party to the other party that the other party is in Default; or

(c) by written notice of Licensee to Programmer, if the Purchase Agreement is terminated on its own terms other than upon Closing thereunder.

15. Remedies. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. In the event of a breach or default by a party under this Agreement, the other party shall be entitled to all remedies at law or in equity, provided that in no event shall any party be entitled to indirect, consequential or special damages, whether or not contemplated by the parties, including any loss of profits from the operations of the Station.

16. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from the broadcast of the Programs on the Station, and its actions or failure to act under this Agreement, 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, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law; any material breach or default by Programmer of any representation, warranty or covenant under this Agreement; or any negligent or willful misconduct of Programmer or its agents, guests or representatives at the Station's studios, offices, transmitters or other facilities. Licensee shall indemnify and hold Programmer harmless against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from the broadcast of Licensee's programming on the Station, and its actions or failure to act under this Agreement, 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, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law; any material breach or default by Licensee of any representation, warranty or covenant under this Agreement; or any negligent or willful misconduct of Licensee or its agents, guests or representatives at the Station's studios, offices, transmitters or other facilities. The obligations under this Section shall survive any termination of this Agreement.

17. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, which shall not be unreasonably withheld. 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.

18. 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 shall upload a copy of this Agreement to the Station's public inspection file.

19. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery 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, then to:

Hero Broadcasting, LLC  
Attn: Mr. Robert Behar  
14450 Commerce Way  
Miami Lakes, FL 33016

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

Fletcher, Heald & Hildreth, PLC  
Attn: Paul Feldman  
1300 North 17th Street  
11th Floor  
Arlington, VA 22209

if to Programmer, then to:

Meruelo Television, LLC  
ATTN: President  
4975 West Pico Boulevard  
Los Angeles, CA 90019

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

Meruelo Television, LLC  
ATTN: General Counsel  
9550 Firestone Boulevard, Suite 105  
Downey, CA 90241

20. 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. All contracts for the sale of airtime, purchase orders, agreements, sales materials, and similar documents produced or executed by Programmer shall be executed in the name of Programmer alone, and not on behalf of Licensee, and Programmer shall not represent that it is the Licensee or owner of the Station. The construction and performance of this Agreement shall be governed by the rules of the FCC (including the Auction and Channel Sharing Rules), and the laws of the State of California without giving effect to the choice of law provisions thereof. This Agreement (including the 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.

21. 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).

22. Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order, FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide to Licensee written confirmation of compliance with such requirement.

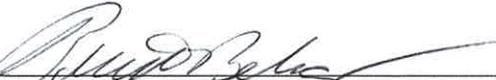
[SIGNATURE PAGE FOLLOWS]

EXECUTION COPY

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE: HERO BROADCASTING, LLC

By:   
Robert Behar, President

PROGRAMMER: MERUELO TELEVISION, LLC

By: \_\_\_\_\_  
Name:  
Title:

EXECUTION COPY  
SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

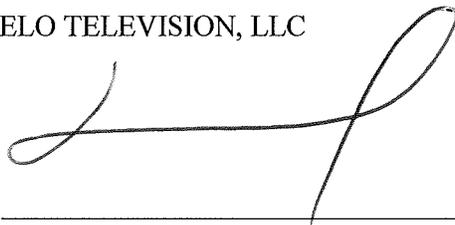
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

LICENSEE: HERO BROADCASTING, LLC

By: \_\_\_\_\_  
Robert Behar, President

PROGRAMMER: MERUELO TELEVISION, LLC

By: \_\_\_\_\_  
Name:  
Title:



SCHEDULE A TO LMA

During the Term, Programmer shall reimburse Licensee on a monthly basis for the Station Expenses (defined below) less any Station Income (defined below). As used herein, the term "Station Expenses" means the reasonable operating expenses of the Station actually incurred by Licensee in the ordinary course of business and consistent with industry custom (taking into account this Agreement, the services provided hereunder, and the Station's expenses paid directly by Programmer in performing this Agreement) for which Licensee has submitted to Programmer a written reimbursement request supported by appropriate documentation of expenses. Such expenses shall include but not be limited to: employee expenses (wages, health benefits and withholdings), insurance costs, music licensing fees, and a prorated portion of the FCC annual regulatory fees.

In the event of a casualty event or any necessary non-ordinary course maintenance of Station Assets as defined in the Purchase Agreement, if Licensee elects not to pay for any costs to repair or replace any such lost or damaged Station Assets, then any reasonable costs and expenses paid by Programmer after consultation with Licensee to repair or replace any such lost or damaged Station Assets with comparable or substantially similar equipment shall be credited toward the Purchase Price (as defined in the Purchase Agreement) at closing thereunder; provided, however that the Purchase Price shall not be credited if the casualty event or need for non-ordinary course maintenance was caused by Programmer.

Licensee has provided to Programmer an estimated list of the monthly operating expenses for the Station. If requested by Programmer during the Term, Licensee shall submit to Programmer periodically (but no more often than once per calendar quarter) a budget which shall set forth the monthly operating expenses for the Station, and which shall contain detailed line item categories of expenses. Such budget shall include any income of the Station earned from the operation of the Station during the Term that is not payable to Programmer under this Agreement, if any (all such income, whether or not included in such budget, is referred to herein as "Station Income").

## SCHEDULE B TO LMA

### BROADCAST STATION PROGRAMMING POLICY STATEMENT

The following sets forth the policies generally applicable to the presentation of programming and advertising over KBEH(DT) (the "Station"). All programming and advertising broadcast by the Station must conform to these policies and to FCC requirements.

#### 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, *provided* the name of the licensee and/or the Station's channel number may be inserted between the call letters and station location. Station identification on the digital channel must use the Station's major channel number.

#### 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 in 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 identification of any person, product, service, trademark, or brand name shall be identified in this manner. Any programmer providing such programming agrees to include in its provided programming announcements in a form reasonably satisfactory to Station at the beginning and end of each program, and hourly, as appropriate, indicating that time has been purchased by the programmer.

In the case of any political or controversial issue broadcast for which any material or service is furnished as an inducement for its transmission, an announcement shall be made at the beginning and conclusion of the broadcast stating (1) the material or service that has been furnished; and (2) the person(s) or association(s) on whose behalf the programming is transmitted and at the end of the advertisement in the case of an advertisement by a political candidate, a statement (a) identifying the candidate on whose behalf the time was purchased, (b) stating that the candidate approved the broadcast, and (c) stating that the spot has been paid for by the candidate or the candidate's authorized committee. However, if the broadcast is of five (5) minutes

duration or less, the required announcement need only be made either at its beginning or end. Political programming that advocates the election or defeat of federal candidates or solicits political contributions, but is not authorized by a federal candidate or his authorized campaign committee, must state that the programming is not authorized by any federal candidate and identify the name of the responsible political party, committee, person and/or connected organization paying for the broadcast. Prior to any sponsored broadcast involving political matters or controversial issues, the Station shall obtain a list of the chief executive officers, members of the executive committee, or board of directors of the sponsoring organization and shall place this list in the station's public inspection file. The Station with the assistance of any programmer providing programming shall also maintain and place in its public file the record keeping requirements contained in the Bipartisan Campaign Reform Act of 2002 for advertisements or messages relating to any political matter of national importance.

### 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 such documents as may be required by Station management to confirm their understanding of and compliance with the FCC's sponsorship identification requirements.

### Rebroadcasts

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

### Children's Programming

The Station shall broadcast requisite amounts of educational and informational programming designed to further the positive development of children aged 16 years and younger.

### Political Broadcasting

All "uses" of the Station by legally qualified candidates for elective office shall be in accordance with FCC requirements, including equal opportunities requirements, reasonable access requirements, and lowest unit charge requirements. All required political file materials shall be timely uploaded to the Station's public file as required by the FCC's rules.

### 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 material outside of the periods of time prescribed by the FCC. 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.

### Billing

No entity which sells advertising for airing on the Station shall knowingly issue any bill, invoice, or other document which contains false information concerning the amount charged or the broadcast of advertising which is the subject of the bill or invoice. No entity which sells advertising for airing on the Station shall misrepresent the nature or content of aired advertising, nor the quantity, time of day, or day on which such advertising was broadcast.

### Contests

Any contests conducted on the Station shall be conducted substantially as announced or advertised. Advertisements or announcements concerning such contests shall fully and accurately disclose the contest's material terms. No contest description shall be false, misleading, or deceptive with respect to any material term.

### Hoaxes

The Station shall not knowingly broadcast false information concerning a crime or catastrophe.

### Emergency Information

Any emergency information which is broadcast by the Station shall be transmitted both aurally and visually or only visually.

### Lottery

The Station may advertise and provide information about the California state lottery (if any) and other state lotteries, and about lotteries conducted by non-profit groups, other governmental authorities, and, in certain situations, by commercial organizations if and only if there is no state or local restriction or ban on such advertising or information and the lottery is legal under state or local law. Any and all lottery advertising must first be approved by Station management.

### Advertising

The Station shall comply with all federal, state, and local laws concerning advertising, including all laws concerning misleading advertising, the advertising of alcoholic beverages, and advertising in children's programming.

### Non-Discrimination

No contract for advertising on the Station shall discriminate on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. All such contracts shall include a clause to such effect in all contracts for advertising on the Station.

### Programming Prohibitions

Knowing broadcast of the following types of programs and announcements is prohibited:

False Claims. False or unwarranted claims for any product or service.

Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

Commercial Disparagement. Any unfair disparagement of competitors or competitive goods.

Profanity. Any programs or announcements that are slanderous, obscene, indecent, profane, vulgar, repulsive, or offensive, as evaluated by Station management.

Violence. Any programs which are excessively violent.

Unauthenticated Testimonials. Any testimonials which cannot be authenticated.

### Licensee's Discretion Paramount

In accordance with Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, Licensee reserves the right to reject or terminate any programming or advertising proposed to be presented or being presented over the Station which is in conflict with Station policy or which in the reasonable judgment of Licensee or its management level employee would not serve the public interest.

### Affidavits

Programmer will take reasonable steps, including, as the parties deem appropriate, the procurement periodically of executed affidavits from personnel involved with the content of its programming, 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 presentation of any programming or the broadcast of any announcement over the Station without such broadcast being announced as sponsored. 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 law, including without limitation applicable FCC rules and policies.

