

**AMENDMENT NO. 1 TO  
LOCAL MARKETING AGREEMENT**

**THIS AMENDMENT NO. 1 TO LOCAL MARKETING AGREEMENT** ("Amendment No. 1"), effective as of May 1, 2012, is by and between Hubbard Radio Washington DC, LLC, a Delaware limited liability company ("Hubbard Radio DC") and United Media Group LLC, a District of Columbia limited liability company ("United Media") (collectively, the "Parties").

**WHEREAS**, Bonneville International Corporation ("Bonneville") and United Media entered into a Local Marketing Agreement dated June 8, 2010 ("Agreement"); and

**WHEREAS**, Bonneville assigned the Agreement to Hubbard Radio DC on April 29, 2011; and

**WHEREAS**, the Parties desire to extend the term and amend portions of the Agreement as set forth herein.

**NOW, THEREFORE**, the Parties agree as follows:

1. All references to "BIC" in the Agreement are hereby replaced with "Hubbard Radio DC."

2. Section 1 (Agreement Term) is hereby amended so that the "LMA Termination Date" is now defined as 11:59 PM on December 31, 2013.

3. Effective on May 31, 2012, Schedule 2.2 to the Agreement is hereby amended and restated in its entirety as attached hereto as Amended Schedule 2.2.

4. Effective on May 31, 2012, Schedule 5 to the Agreement is hereby amended and restated in its entirety as attached hereto as Amended Schedule 5.

5. Effective on May 31, 2012, Schedule 9.1 to the Agreement is hereby amended and restated in its entirety as attached hereto as Amended Schedule 9.1.

6. Section 24 is hereby amended and restated as follows:

24. *Notice.* Any notice required under this Agreement must be in writing. Any notice or other communication will be deemed given when delivered personally, five days after being mailed by certified mail, one day after being sent by recognized overnight courier, postage prepaid, or on the date sent via facsimile, addressed as follows (or to such other address designated in writing upon due notice to the other Party):

If to Hubbard Radio DC:

Hubbard Radio Washington DC, LLC  
3400 Idaho Avenue, N.W.  
Washington DC 20016  
Attn: General Manager  
Fax No. (202) 895-5016

With a copy to:

Hubbard Radio, LLC  
3415 University Ave.  
St. Paul, MN 55114  
Attn: General Counsel  
Fax No. (651) 642-4302

If to Programmer:

United Media Group, LLC  
3400 Idaho Ave. NW  
Washington DC 20016  
Attn: Carlos Navarro, President  
Fax No. (202) 450-4179

7. New Section 32 is hereby added to the Agreement and provides as follows:

**32. Nondiscrimination in Advertising.** Programmer represents and warrants that it does not and shall not discriminate in advertising arrangements on the basis of race or ethnicity. Programmer further certifies that all of its advertising sales agreements with respect to the Station contain, or will as of the date of execution contain, an appropriate nondiscrimination clause in compliance with the FCC policy concerning nondiscrimination in advertising.

8. Except to the extent amended specifically in this Amendment No. 1, the Agreement remains in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereby have executed this Amendment No. 1 effective the day and year first above written.

United Media Group LLC

By: 

Name: CARLOS NAVARRO SOTELO

Its: PRESIDENT

Hubbard Radio Washington DC, LLC

By: 

Joel Oxley

Its: Senior Vice President

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**AMENDED  
SCHEDULE 2.2**

Sports Programming Time

During the Term of the Agreement, Hubbard Radio DC may air certain sports events, including pre- and post-game coverage and additional events required due to post-season play for the following teams:

- George Washington Basketball – December 2009 through March 2015 (up to 15 games per regular season plus all post season games)
- Navy Football – September 2009 through December 2013 (up to 13 games per regular season plus all post season games)
- Navy Basketball – December 2009 through March 2014 (up to 6 games per regular season plus all post season games)
- Navy Lacrosse – maximum of 2 games March and April 2013, and March and April 2014 (2 games per season)
- American University Basketball – December 2009 through March 2014 (8 games per regular season plus all post season games)
- Baltimore Ravens Football – September 2010 through January 2014 (16 games per regular season plus all post season games)

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**AMENDED  
SCHEDULE 5**

Payments

(A) Programmer shall pay a fixed fee of [REDACTED] during the Term of this Agreement. This amount shall be paid by Programmer on a monthly basis in advance of the month for which payment is due. The monthly fixed fee shall be prorated for any partial calendar month during the Term.

(B) In addition to the amount set forth in (A) above, during the Term of this Agreement, Programmer shall also pay a [REDACTED] for use of the Studio Space and Studio Equipment referenced in Section 9. This amount shall be paid by Programmer on a monthly basis in advance of the month for which payment is due. The monthly fixed fee shall be prorated for any partial calendar month during the Term.

(C) All payments made pursuant to this Schedule 5 shall be made by wire transfer to:

- Name of Bank: [REDACTED]
- Bank Routing: [REDACTED]
- Account #: [REDACTED]
- Name on acct: Hubbard Radio Washington DC, LLC  
d/b/a WTOP-FM/WFED-AM
- Bank Branch: US Bank  
800 Nicollet Mall  
Minneapolis, MN 55402-7020
- [REDACTED]
- E-mail confirmation of transfer to ar@wtop.com

(When transaction is complete a copy of the transfer confirmation should be sent to the e-mail address above. Hubbard Radio DC will follow-up with receiving bank for actual posting date.)

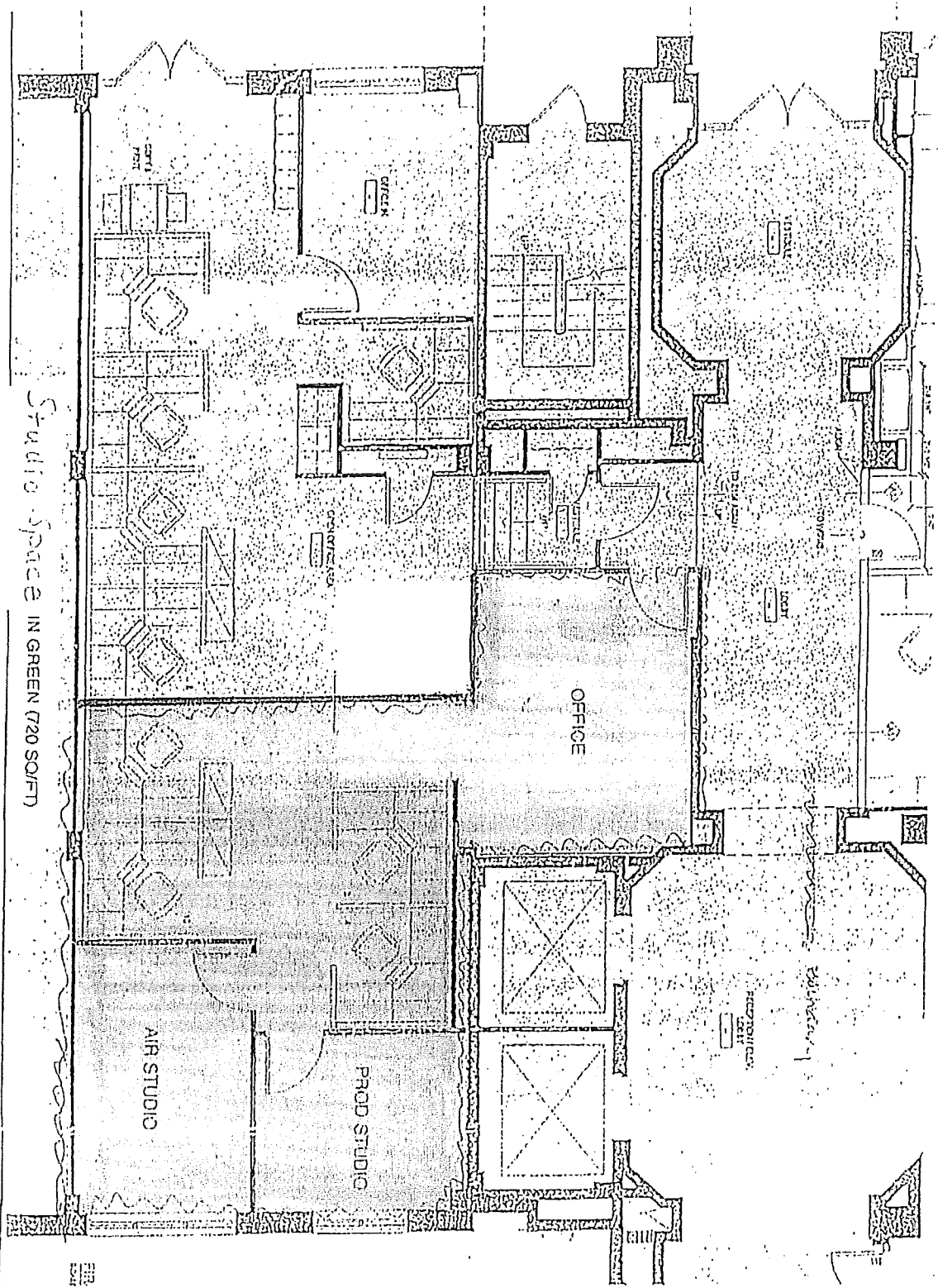
(D) All amounts due pursuant to this Schedule 5 that are not paid by the due date shall bear interest from such date until paid at a rate per annum equal to the prime rate (as published in the Money Rates column of the Eastern Edition of *The Wall Street Journal*), plus four percent (4%).

(E) In addition to Section (D) above, in the event the amounts due are not paid by the due date, Programmer shall pay a late fee of \$50 for the first day payment is late, and \$100 per day for each day payment is outstanding thereafter.

**AMENDED  
SCHEDULE 9.1**

**Studio Space**

**[Attached]**



Studio Space IN GREEN (720 SQ/FT)

FIG. 1