



**TIME BROKERAGE AGREEMENT  
(HD2 HD Channel – FM Translator)**

This Time Brokerage Agreement (this "Agreement"), made as of April ~~20~~<sup>20</sup>, 2015, is among CBS Radio Stations, Inc., a Delaware corporation, CBS Radio WLIF, Inc., a Maryland corporation (together, "CBS"), and Radio One, Inc., a Delaware corporation ("Programmer").

**RECITALS**

CBS is the licensee of radio station WLIF(FM), FCC Facility ID No. 28637, Baltimore, MD ("WLIF"). In addition, pursuant to that certain Amended and Restated HD Channel – Translator Agreement, dated as of June 18, 2014 and amended as of March \_\_, 2015, between CBS and Hope Christian Church of Marlton, Inc. ("HC") (the "Translator Agreement"), CBS has the right to provide programming for FM Translator Station W291BA, FCC Facility ID No. 141936, Baltimore, MD (the "Translator").

Programmer desires to provide programming for broadcast on (i) WLIF's HD Channel WLIF-HD2 (the "HD Channel"), and (ii) on the Translator, each subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the Federal Communications Commission (the "FCC").

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

**1. PROVISION OF TIME**

**1.1. Broadcast of Programming.** During the Term, Programmer shall be entitled, but not obligated, to utilize airtime on the HD Channel and Translator and transmit programming that Programmer produces or acquires (the "Programming") for Broadcast on the HD Channel and Translator for up to 168 hours a week except (i) as provided in Section 1.7; (ii) during downtime occasioned by routine maintenance consistent with prior practice; (iii) times mutually agreeable to CBS and Programmer during which time CBS may broadcast programming designed to address the concerns, needs and issues of WLIF's listeners; (iv) time when the Programming is not accepted or is preempted by CBS in accordance with this Agreement; and (v) times when the HD Channel and/or Translator is not broadcasting because of a *Force Majeure Event*. During the Term, CBS shall broadcast, without modification except as necessary to comply with applicable FCC rules and regulations or to fulfill its FCC-mandated public interest obligations, all of the Programming on the HD Channel and Translator, including any commercial inventory sold by Programmer.

**1.2. Advertising and Programming Revenues.** During the Programming it delivers to the HD Channel and Translator, Programmer shall have full and exclusive authority to sell for its own account commercial time and sponsorship rights with respect to the Programming and the HD Channel and Translator, and to retain all revenues from the sale of such advertising, and sponsorship rights. Subject to Section 1.1, Programmer shall be the exclusive provider of Programming broadcast on the Station.

**1.3. Force Majeure.** Any failure or impairment of facilities, any delay or interruption in broadcasting the Programming, or any failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, force majeure, or any other causes beyond the reasonable control of CBS or Programmer (collectively, "*Force Majeure Events*"), shall not constitute a breach of this Agreement, and neither CBS nor Programmer, as the case may be, will be liable to the other party therefor.

**1.4. Delivery of Signal.** Programmer shall deliver the Programming to CBS via IP codec. CBS will deliver the audio using its existing facilities to the HD2 channel and the Translator. Programmer will supply its own audio processor and RDS generator for the Translator. CBS will supply an IP path for control and data feeds. CBS shall not be responsible for any signal delivery problems resulting from IP network problems.

**1.5 Studio Space and Studio Equipment.** [intentionally deleted]

**1.6. Term.** The term of this Agreement (the "*Term*") shall commence at 12:01 a.m., local Maryland time, on May 1, 2015 and, unless terminated earlier pursuant to Section 6, shall terminate April 30, 2017. Programmer shall have the right to renew this Agreement for one (1) additional term of two (2) years (the "*Renewal Term*"), upon providing CBS with written notice at least ninety (90) days prior to the expiration of the Term.

**1.7. Time Retained by CBS.** Notwithstanding anything in this Agreement to the contrary, CBS and HC retain the following rights to broadcast time: (a) for the purpose of fulfilling its FCC-mandated public interest obligations, up to one (1) hour per week at mutually agreed upon times for the broadcast of programming responsive to the general needs and concerns of the public.

## **2. OBLIGATIONS AND RIGHTS OF CBS**

Programmer acknowledges and agrees that CBS and HC are and shall remain responsible for operating the HD Channel and Translator, respectively, in the public interest and controlling the day-to-day operations of the HD Channel and Translator in conformance with their FCC licenses, permits and authorizations. Without limiting the generality of the foregoing, CBS and Programmer agree as follows:

**2.1. CBS's Absolute Right to Reject Programming.** CBS shall have the absolute right to reject any Programming, including advertising announcements or other material, which CBS deems contrary to its FCC-mandated public interest obligations, the Communications Act of 1934, as amended (the "*Communications Act*"), or the FCC's rules, regulations and policies (the "*Rules*," and together with the Communications Act, the "*Communications Laws*"). CBS reserves the right to refuse to broadcast any Programming containing matter that CBS believes is, or may be determined by the FCC or any court or other regulatory body with authority over CBS or the HD Channel or Translator to be, violative of any right of any third party or indecent, obscene or profane. CBS may take any other actions necessary to ensure the HD Channel's and Translator's operation complies with the laws of the United States, the laws of the State of

Maryland, the Communications Laws (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission. CBS may suspend, cancel or refuse to broadcast any portion of the Programming pursuant to this Section 2.1 without reduction or offset in the payments due CBS under this Agreement.

**2.2. Political Advertising, Public File, Etc.** The parties acknowledge that CBS and, if applicable, HC are ultimately responsible for complying with the Communications Laws with respect to (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (b) the broadcast and nature of public service programming; (c) the maintenance of political and public inspection files and the HD Channel's and Translator's logs; (d) the ascertainment of issues of community concern; and (e) the preparation of all quarterly issues/programs lists.

**2.3. Maintenance and Repair of Transmission Facilities.** CBS and HC, respectively, shall use commercially reasonable efforts to maintain the HD Channel's and Translator's transmission equipment and facilities, including the antennas, transmitters and transmission lines, in good operating condition so as to prevent the HD Channel and Translator from having power outages or being off the air and to ensure signal transmission at least 99% of the broadcast hours. The facilities of the Translator are installed on the WJZ-TV Tower located at Television Hill, Baltimore, MD 21211 pursuant to that certain Agreement of Lease dated May 22, 2012 to which CBS Corporation, the corporate parent of CBS, is a party (the "Tower Consortium Lease"). Programmer shall be prohibited from accessing the transmission facilities of CBS or HC (including but not limited to the tower at Television Hill) in the absence of CBS personnel. CBS shall undertake repairs as are commercially necessary to maintain full-time operation of the HD Channel and Translator with their maximum authorized facilities as expeditiously as reasonably possible following the occurrence of any loss or damage preventing such operation.

### **3. OBLIGATIONS AND RIGHTS OF PROGRAMMER**

Programmer shall not take any action inconsistent with CBS's or HC's obligations under the Communications Laws to retain ultimate responsibility for the programming and technical operations of the HD Channel and Translator, respectively. Without limiting the generality of the foregoing, Programmer agrees as follows:

**3.1. Compliance with Laws and Policies.** Programmer has advised CBS of the nature of its Programming. All Programming shall conform in all material respects to all applicable provisions of the Communications Laws, all other laws or regulations applicable to the Broadcast of programming by the Station, and the programming regulations prescribed in Schedule 3.1 hereto. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee of the HD Channel and Translator.

**3.2. Cooperation with CBS.** Programmer, on behalf of CBS and HC, shall furnish within the Programming all Station identification announcements required by the Communications Laws, and shall, upon request by CBS, provide (a) information about Programming that is responsive to the public needs and interests of the area served by the HD Channel and Translator so as to assist CBS in the preparation of any required programming reports and (b) other information to enable CBS and HC, as applicable, to prepare other records, reports and logs for the HD Channel and Translator required by the FCC or other local, state or federal governmental agencies. Programmer shall consult with CBS and adhere strictly to all applicable provisions of the Communications Laws, with respect to the carriage of political advertisements and political programming and the charges permitted for such programming or announcements. Programmer shall cooperate with CBS to ensure compliance with the Rules regarding Emergency Alert System tests and alerts.

**3.3. Payola and Plugola.** Programmer shall provide to CBS in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to CBS by Programmer for Broadcast on the HD Channel and Translator, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act and the related Rules.

**3.4. Compliance with Copyright Act.** Programmer shall not broadcast any material on the HD Channel and Translator in violation of the Copyright Act or the rights of any person. All music supplied by Programmer shall be (a) licensed by a music licensing agent such as ASCAP, BMI, or SESAC; (b) in the public domain; or (c) cleared at the source by Programmer. CBS shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material Broadcast by Programmer on the HD Channel and Translator.

**3.5. Programmer's Employees.** Programmer shall provide, at its cost, any necessary board operator at the studio and shall be responsible for the artistic personnel and material for the production of the Programming to be provided under this Agreement. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its own personnel and, except as otherwise provided in this Agreement, including, without limitation, Section 1.4, the facilities used in fulfillment of its rights and obligations under this Agreement.

**3.6. Call Signs.** During the Term, CBS and HC will retain all rights to the call letters of the HD Channel and Translator, respectively, or any other call letters which may be assigned by the FCC for use by the Station and/or HD Channel and Translator, and Programmer agrees that it will include within the Programming station identification announcements in accordance with the Rules and Regulations.

#### 4. PAYMENTS

4.1. In consideration of the rights granted under this Agreement, Programmer shall pay CBS the fee provided in Schedule 4 hereto.

4.2. Subject to Sections 1.4 and 3.5, during the Term, Programmer will be responsible for and pay all costs and expenses related to the production and broadcast of the Programming. CBS will be responsible for and pay for maintenance for all transmitting equipment and all other operating costs required for the HD Channel's and Translator's broadcast operations in accordance with the Communications Laws. Each party hereto shall maintain at its expense and with reputable insurance companies reasonably acceptable to the other party hereto, commercially reasonable coverage for broadcaster's liability insurance, worker's compensation insurance and commercial general liability insurance. Each party hereto shall deliver to the other party hereto, upon request, current certificates establishing that such insurance is in effect.

#### 5. INDEMNIFICATION

From and after the Commencement Date, Programmer shall indemnify and hold CBS harmless from and against all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses (collectively, "*Damages*") arising from Programmer's provision of the Programming hereunder, from Programmer's use of the HD Channel and Translator, or from Programmer's breach of any warranty, covenant or other agreement under this Agreement; provided, however, that Programmer shall not be liable under this Section 5 for any Damages arising from or relating to CBS's gross negligence, willful misconduct or breach of this Agreement or any applicable law, rule or regulation. Without limiting the preceding sentence, Programmer will indemnify and hold CBS harmless from and against damages arising from any claim for libel, slander, illegal competition or trade practice, infringement or trademarks, or program titles, violation of rights of privacy, infringement copyrights and proprietary rights, and for any other claims of any nature, including fines or forfeitures imposed by the FCC, resulting in any manner from the Programming provided by Programmer or its advertisers. CBS shall indemnify and hold Programmer harmless from and against all Damages arising from CBS's use of the HD Channel and Translator, broadcast on the HD Channel and Translator of any programming not provided by Programmer or its advertisers, or breach of any warranty, covenant or other agreement under this Agreement. The obligations under this Section shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.

#### 6. TERMINATION

6.1. **Termination Upon Default.** Upon the occurrence of an Event of Default (as defined below) and the expiration of the applicable cure period as described in this Section 6, the non-defaulting party may terminate this Agreement. All amounts accrued or payable to CBS up to the date of termination which have not been paid shall immediately become due and payable, and CBS shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities on the HD Channel and Translator. An "*Event of Default*" means (a) Programmer's failure to pay when due any payments payable to CBS under

this Agreement; and (b) the non-terminating party's failure to comply with any provision that is material to the non-terminating party's performance of the terms and conditions of this Agreement. An Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the actions necessary to cure the default(s) within such period.

**6.2 Termination Upon Termination of Translator Agreement.** If the Translator Agreement is terminated or otherwise expires or if the Translator is required to cease operations, either party may terminate this Agreement. All amounts accrued or payable to CBS up to the date of termination which have not been paid shall immediately become due and payable, and CBS shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities on the HD Channel and Translator.

**6.3. Termination Upon Termination of Tower Consortium Lease.** If the Tower Consortium Lease is terminated or CBS is otherwise required to remove the Translator facilities from the WJZ Tower, CBS may terminate this Agreement. All amounts accrued or payable to CBS up to the date of termination which have not been paid shall immediately become due and payable, and CBS shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities on the HD Channel and Translator.

**6.4. Termination Upon Denial of Format Change Request.** As set forth on Schedule 3.1, Subsection 9.1, if Programmer requests the consent of CBS to a format change and such request is denied, Programmer shall have the right to terminate this Agreement by providing forty-five (45) days' notice of termination.

**6.5. Certain Matters Upon Termination.**

**6.5.1. Return of Equipment.** Upon termination of this Agreement for any reason, Programmer shall return to CBS any equipment or property of the HD Channel or Translator used by Programmer or its employees or agents during the Term. Such equipment and property used during the Term by Programmer or its employees or agents shall be returned in substantially the same condition as such equipment existed on the date hereof, ordinary wear and tear, and use by CBS or its designees (other than Programmer), excepted.

**6.5.2. Survival.** No expiration or termination of this Agreement shall terminate the indemnification obligations set forth in Section 5 of this Agreement, or limit or impair any party's right to receive payments due and owing hereunder on or before the date of such termination.

**7. REQUIRED FCC CERTIFICATIONS**

**7.1. Programmer's Certification.** Programmer hereby certifies that it is in compliance with the provisions of subsections (a) and (c) of Section 73.3555 of the FCC's rules and regulations.

**7.2. CBS's Certification.** CBS hereby certifies that it shall maintain ultimate control over the HD Channel's facilities, including specifically control over HD Channel's finances, personnel, and programming. HC shall retain control over the Translator's facilities, finances, personnel and programming.

**8. AUTHORITY OF THE PARTIES**

Each of the parties hereby represents and warrants to the other party that, (a) it has full right, power and authority to enter into and fully perform this Agreement and grant such rights as are herein provided, (b) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms, and (c) it is not and will not become a party to any oral or written contract or understanding with any third party which will in any way conflict with or limit its ability to fulfill the terms of this Agreement.

**9. MISCELLANEOUS**

**9.1. Amendment, Modification or Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

**9.2. No Waiver; Remedies Cumulative.** No failure or delay on the part of CBS or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

**9.3. Governing Law.** The construction and performance of this Agreement shall be governed by the laws of the State of Maryland without regard to its principles of conflict of law. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in an Maryland state or federal court sitting in the City of Baltimore, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. The parties hereto hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement.

**9.4. Attorneys' Fees.** In the event of any dispute between the parties to this Agreement, CBS or Programmer, as the case may be, shall reimburse the prevailing party for its reasonable attorneys' fees and other costs incurred in enforcing its rights or exercising its remedies under this Agreement. Such right of reimbursement shall be in addition to any other right or remedy that the prevailing party may have under this Agreement.

**9.5. No Partnership or Joint Venture.** This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

**9.6 Public Announcements.** No party to this Agreement shall make any press release or other public announcement concerning this Agreement or the matters contemplated hereby without prior approval of the other parties hereto, except as may be required by law or by the rules of any national securities exchange or market.

**9.7. Entire Agreement.** This Agreement and the schedules hereto embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

**9.8. Benefit and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights under this Agreement without the prior written consent of the other party hereto; provided, however, that CBS's rights and obligations under this Agreement may be assigned to and assumed by, without any further action by either party, any subsequent licensee of the Station.

**9.9. Headings.** The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

**9.10. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. E-mailed or facsimile transmitted copies of the Agreement and e-mailed signature pages shall be binding and effective as to all parties and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever.

**9.11. Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses or facsimile numbers, or to such other address or facsimile number as any party may request.

If to CBS:

CBS Radio Stations Inc.  
1271 Avenue of the Americas, 44<sup>th</sup> floor  
New York, NY 10020  
Attn: General Counsel  
Facsimile: 646.328.0287  
Email: joann.haller@cbs.com

With a copy to:

Lerman Senter PLLC  
2000 K Street, N.W.



Suite 600  
Washington, DC 20006-1809  
Attention: Nancy A. Ory, Esq.  
Facsimile: (202) 293-7783  
Email: nory@lermansenter.com

If to Programmer:

Radio One, Inc.  
1010 Wayne Avenue,  
14th Floor  
Silver Spring, Maryland 20910  
Attention: General Counsel  
Facsimile: (301) 628-5540  
Email: mplantamura@radio-one.com

Copy to:

Radio One, Inc.  
1705 Whitehead Road Baltimore, MD 21207  
Attention: Howard Mazer, General Manager  
Facsimile: (410) 944-7201  
Email: hmazer@radio-one.com


Any such notice, demand or request shall be deemed to have been duly delivered and received (a) on the date of personal delivery, or (b) on the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (c) on the date of receipt, if mailed by certified mail, postage prepaid and return receipt requested, or (d) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

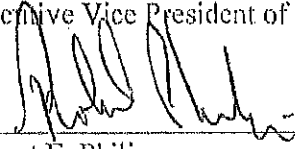
**9.12. Severability.** In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect which renders any provision hereof unenforceable in any respect.

[SIGNATURES ON PAGE IMMEDIATELY FOLLOWING]

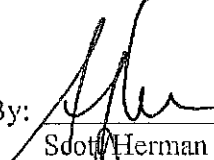
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

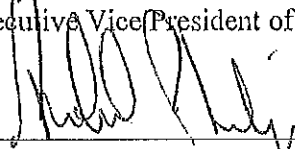
**CBS Radio Stations Inc.**

By:  4-27-15  
\_\_\_\_\_  
Scott Herman  
Executive Vice President of Operations

By: \_\_\_\_\_  
Robert E. Philips  
Senior Vice President

**CBS Radio WLIF, Inc.**

By:  4-27-15  
\_\_\_\_\_  
Scott Herman  
Executive Vice President of Operations

By: \_\_\_\_\_  
Robert E. Philips  
Senior Vice President

**Radio One, Inc.**

By: \_\_\_\_\_  
Name: Linda J. Vilardo  
Title: Executive Vice President

**SCHEDULE 3.1**  
**PROGRAM STANDARDS**  
**CBS PROGRAMMING STANDARDS**

Programmer agrees to cooperate with CBS in the broadcasting of Programmer's Programming on the HD Channel and Translator, in a manner consistent with the CBS Programming Standards, as set forth below, and CBS shall have the right to preempt any programming that does not meet the CBS Programming Standards or that CBS determines, in its sole discretion, is not in the public interest:

1. Political Programming and Procedures. Programmer will, at least 90 days before the start of any primary or general election campaign and on a routine basis during Station WLIF's applicable political window for federal elections, clear with Station WLIF's Market Manager the rate that Programmer will charge for time to be sold on the WLIF HD2 Channel to candidates for public office and/or their supporters to ensure that the rate charged conforms to all applicable laws as well as all CBS and Station WLIF policies. Throughout a campaign, Programmer will comply with all applicable law, including the Act and FCC rules and policies, concerning political candidacy broadcasts and will promptly notify Station WLIF's Market Manager of any disputes concerning either the treatment of or rate charged a candidate or supporter. Programmer shall not accept any requests for time (a) from any candidates for local or state offices; (b) from any political advertisers other than official election committees of legally qualified candidates for federal office; or (c) any ads or programming concerning controversial subjects of public importance or political matter of national importance. Programmer will provide CBS with all necessary political sales documentation for inclusion in the public inspection file within one (1) business day of such sale.
2. Required Announcements. At the beginning of each hour, Programmer shall broadcast an announcement on the HD Channel to identify the HD Channel (the "Station ID") and any other announcement that may be required by applicable law, including the Act and FCC rules and policies, or by CBS or Station WLIF policies. The Station ID shall be in a form satisfactory to CBS and shall identify the station call sign, the particular digital program stream, and the community of license (*i.e.*, "WLIF HD2, Baltimore"), unless CBS provides written notice to Programmer instructing Programmer to use a different form of Station ID.
3. Commercial Recordkeeping. Programmer shall maintain such records of the receipt of, and provide such disclosure to CBS of any consideration, whether in money, goods, services, or otherwise, which is paid or promised to be paid, either directly or indirectly, by any person or company for the presentation of any programming over the HD Channel as are required by Sections 317 and 507 of the Act and by FCC rules and policies.
4. No Illegal Announcements. No announcements or promotions prohibited by federal or state law or regulation of any lottery, game or contest shall be made over the HD Channel. Any game, contest or promotion relating to or to be presented over the HD Channel must be fully stated and explained in advance, and such explanation shall be

9. Additional Programmer/Programming Standards. At all times throughout the duration of this Agreement, Programmer and any and all programming provided by such Programmer shall comply with or be subject to the following criteria:
- 9.1. The Programmer's primary business on the HD Channel is and shall continue to be: (i) the broadcast of religious programming, provided, however, that Programmer shall, at any time during the Term or Renewal Term of this Agreement, have the option, subject to Subsection 9.4 hereof and with the prior consent of CBS (such consent not to be unreasonably withheld) to change its programming to an urban format. In the event Station exercises its option to change to an urban format, the advertising guidelines of Section 8 shall be revised upon the mutual agreement of CBS and Programmer. If Programmer requests the consent of CBS to a format change and such consent is denied, Programmer shall have the right to terminate this Agreement without penalty;
  - 9.2. Neither the Programmer nor its programming will subject CBS or its stations to public disrepute, contempt, scandal or ridicule, as reasonably determined by CBS;
  - 9.3. The programming will not provoke or insult the station's community or any group or class thereof, as reasonably determined by CBS; and
  - 9.4. Neither the programming nor the programming format will compete with the programming or programming format of Station WLIF or any other commonly-owned station in the Baltimore, MD market, as reasonably determined by CBS.
  - 9.5. CBS shall have the right, on reasonable notice to the Programmer, to preempt or reject the Programmer's programming and replace it with programming which CBS deems more in the public interest and CBS shall resume broadcast of Programmer's programming when CBS deems it not contrary to the public interest. Should such preemptions or rejections apply to as much as two (2) hours in any week or five (5) hours in any month of the Programmer's programming, the Programmer may terminate this Agreement.

**SCHEDULE 4**  
**PAYMENT SCHEDULE**

Programmer shall pay to CBS an annual license fee of [REDACTED], payable in monthly installments of [REDACTED] each, which shall be due and payable in advance on the first day of each month. Payments of all amounts due under this Schedule 4 shall be prorated on a daily basis for any partial month of this Agreement.