

## **BROADCAST DIGITAL TELEVISION MULTICAST TIME BROKERAGE AGREEMENT**

This Time Brokerage Agreement ("Agreement") is made as of July 2<sup>nd</sup> 2015 between **Rafael Rodriguez**, an individual ("PROGRAMMER") and **Meruelo Television, LLC**, a California Limited Liability Company, as licensee of **KWHY, channel 22** in the Los Angeles, Designated Market Area ("STATION"), relating to the STATION's broadcast of **Majestad Television religious programming** (hereinafter the "PROGRAM SERVICE").

**WHEREAS**, STATION has available broadcast time on a digital multicast streams of STATION; and

**WHEREAS**, PROGRAMMER desires to avail itself of a digital multicast streams of STATION for the presentation of the PROGRAM SERVICE.

**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 agree as follows:

### **TERMS AND CONDITIONS**

1. **Facilities.** STATION agrees to grant PROGRAMMER a license (the "License") to use, and STATION agrees to broadcast, stations bandwidth to broadcast the PROGRAM SERVICE on a secondary channel 22.5 designated by STATION in Exhibit E, attached hereto, in a digital format designated by STATION; provided, however, that STATION shall have the right to change the designated channel, remodulate and/or compress the digital bandwidth available for the PROGRAM SERVICE.
2. **Carriage of the Program Service.** PROGRAM SERVICE will be broadcast on STATION for free OTA (over-the-air) reception within STATION's Designated Market Area ("DMA"). The STATION's signal contour is included as Exhibit A of this Agreement.
3. **Commencement.** STATION shall commence broadcasting the PROGRAM SERVICE on July 1, 2015 ("Commencement Date").
4. **Term.** The Term of this Agreement shall be **Twelve (12)** months from the Commencement Date ("Term"). The PROGRAM SERVICE, subject to any limiting provisions herein, shall be carried twenty-four 24 hours per day, seven (7) days per week during the Term. Either party shall have the right, at any time during the Term, to terminate this Agreement in its entirety immediately, with written notice, for any of the following reasons: (i) if STATION is unable to transmit the PROGRAM SERVICE or PROGRAMMER cannot deliver the PROGRAM SERVICE at any time for any reason beyond PROGRAMMER's or STATION's control, (ii) or as a result of the diminution, curtailment or cessation of STATION's broadcast operations for the purpose of improvement or modification of STATION's facilities; (iii) if at any time or times during the Term of this Agreement there is a breach by the other party of any provision of this Agreement; or (iv) if STATION elects to participate in any anticipated FCC Spectrum Auction.
5. **Fee.** PROGRAMMER shall pay to STATION, in United States  
"Fee") during the term. The Fee shall be paid in 12

equal installments of

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; each due on or before the first of each month during the Term starting with July 1, 2015.

- a. Deposit. The Deposit from the previous agreement shall be carried forward. STATION may, at its discretion, take funds for the Deposit to cover any financial obligation of PROGRAMMER hereunder. In the event that STATION uses any of the Deposit in such a manner, then PROGRAMMER shall promptly deliver sufficient funds to STATION to keep the balance of the Deposit at
- . It is understood that the Deposit is meant to secure PROGRAMMER's performance of their obligations under this Agreement, and no interest shall accrue, be due or owing to PROGRAMMER.
- b. Reconnection. Without terminating this Agreement, or waiving STATION's right to terminate this Agreement, in the event that PROGRAMMER fails to make any monetary obligation due hereunder within 5 days of its due date, then STATION may immediately terminate the broadcast of the PROGRAM SERVICE, with or without notice, until such past due amounts are paid. Upon payment of all past due amounts plus a reconnection fee of which reasonably reflects the cost that STATION will incur to disconnect and reconnect the PROGRAM SERVICE and is not designed to act as a penalty, STATION may resume broadcast of the PROGRAM SERVICE. Nothing in this Section 5(c) in any way limits STATION's right to declare PROGRAMMER in breach of this Agreement if PROGRAMMER fails to make any payment when due, terminate the Agreement, refuse to broadcast the PROGRAM SERVICE, and seek damages for PROGRAMMER's breach of the Agreement.
6. Termination by Station. For violation of any of the conditions herein, for failure of PROGRAMMER to pay any sum when due in connection with this Agreement, or if STATION believes it may or actually becomes subject to an inquiry from any regulatory body, or if, in STATION's reasonable judgment an act or prospective act or failure to act by PROGRAMMER would jeopardize STATION's FCC license, STATION may terminate any and all rights of PROGRAMMER hereunder, and may, without liability or further obligation to PROGRAMMER, terminate this Agreement immediately, with or without notice, and refuse to permit PROGRAMMER to make use of the STATION in the future. Termination under this provision shall not prevent STATION from obtaining any other prospective relief it deems necessary to protect its FCC license including without limitation preliminary injunctive relief, nor shall termination under this provision prevent STATION from pursuing any other remedy at law or in equity against PROGRAMMER for damages resulting from PROGRAMMER's acts covered by this provision or any other provision of this Agreement. At 11:59 pm STATION local time on the last day of the Term, this Agreement shall automatically terminate and STATION shall have no further obligation to broadcast the PROGRAM SERVICE, but PROGRAMMER shall remain liable for any and all outstanding amounts due under this Agreement and remain obligated to perform those provisions that survive termination of this Agreement either expressly or by their nature.
- a. Notwithstanding anything to the contrary herein, the Parties agree that STATION, in its sole discretion, shall be permitted (i) to contribute all or part of the spectrum assigned to the STATION under its broadcast license in the incentive spectrum auction to be conducted by the FCC and (ii) to enter into a channel sharing arrangement with another broadcast station in connection with such auction. In the event that STATION participates in the spectrum auction, the effective date of the termination will be the earlier of (i) the date the Station is required to

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cease its over-the-air broadcast operations; or (ii) the date identified by the PROGRAMMER in written notice to STATION as the date upon which the Programmer is prepared to terminate. Programmer shall not be entitled to any compensation or other consideration received by STATION in connection with the incentive spectrum auction. Upon such termination under this provision STATION shall have no liability or obligations towards PROGRAMMER.

7. Broadcast in Entirety; proposed change in format or network. STATION shall remain in ultimate control of the multicast stream and the PROGRAM SERVICE. To the extent the following does not limit STATION'S ultimate control, and except as set forth in this Section 7 or in Sections 16, 17, or 18, or a Force Majeure Event, STATION agrees to broadcast the PROGRAM SERVICE in its entirety without any editing, delay, addition, alteration or deletion, including, without limitation, all network identification; all promotional material (except promotional material relating to portions of the PROGRAM SERVICE which STATION does not carry); all copyright notices; all credits and billings; and, any other proprietary material of any kind or nature included therein. In the event that a programming format change should occur during the Term of this Agreement, STATION may terminate this Agreement on not less than 30 days' written notice to PROGRAMMER. STATION shall in no way be held or deemed responsible, accountable or otherwise liable for the images, information and/or other content included in PROGRAMMER'S PROGRAM SERVICE. In addition, nothing contained herein shall prevent STATION from: (a) rejecting or refusing to broadcast any PROGRAM SERVICE that STATION believes, in its reasonable discretion, to be unsuitable or contrary to the public interest, any rule or regulation pertaining to broadcasters including those of the FCC, or that otherwise does not conform in all respects to the programming and operating policies of STATION as currently are in place or as may be amended, restated, updated, replaced or otherwise changed from time to time during the Term; (b) preempting any PROGRAM SERVICE as required to broadcast special news bulletins, emergency warnings or similar events as part of the FCC's Emergency Alert System and/or to comply with applicable FCC programming requirements as determined in STATION'S reasonable discretion; (c) refusing to broadcast any PROGRAM SERVICE that does not meet applicable FCC requirements; or (d) deleting any commercial announcements that do not comply with applicable FCC Requirements, any applicable requirements of the Federal Trade Commission, and/or any applicable federal, state, or local laws. A failure to broadcast the PROGRAM STREAM or any portion thereof in accordance with this Paragraph shall not be deemed a breach by STATION. Subject to STATION'S right to limit or discontinue the broadcast of the PROGRAM SERVICE as set forth in Section 11 below relating to the performance of maintenance and repairs, STATION shall not preempt, refuse or reject the broadcast of the PROGRAM SERVICE for reasons other than as specified in this provision or elsewhere in this Agreement. If STATION preempts or rejects any such Company Program, STATION need not credit Company for such preempted time.
8. Program Delivery. PROGRAMMER will deliver the PROGRAM SERVICE, at PROGRAMMER'S cost, by means of one or more communications satellites, fiber feed, high-speed internet, circuit, microwave feed or OTA for reception by the STATION at STATION'S studio or transmitter site. PROGRAMMER shall provide any equipment necessary to broadcast the PROGRAM SERVICE in the digital format designated by STATION. STATION shall be obligated to process and broadcast the PROGRAM SERVICE over STATION'S facilities. PROGRAMMER shall give STATION ninety (90) days' advance written notice of any proposed change in transmission delivery method, and PROGRAMMER will supply, at no cost to STATION, any additional or replacement equipment needed in connection with such alternate delivery method. For the avoidance of doubt, any equipment or materials that may be purchased by or provided by PROGRAMMER shall remain the property of PROGRAMMER after the expiration or termination of this Agreement.

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9. Service Marks. PROGRAMMER represents and warrants that it owns intellectual property rights in, or has a license to use any and all intellectual property subject to protection under all trademark, copyright, patent, trade secret, or other laws of the United States or any other country designed to protect the same (collectively the "Marks"). The Marks shall be considered the property of PROGRAMMER or licensed to PROGRAMMER and use of said Marks by the STATION, including any Marks hereinafter developed by PROGRAMMER and used by STATION, shall inure to the benefit of PROGRAMMER. STATION shall have the right, but not the obligation, to develop and distribute promotional materials incorporating such Marks, provided, however, that any such promotional material shall clearly identify the Marks as the property of PROGRAMMER or the applicable rights holder through the symbol "SM", "TM", or their legal equivalents reflecting the nature of the Marks and language identifying PROGRAMMER or the applicable rights holder as the owner thereof, unless designated otherwise by PROGRAMMER or the legal owner of any Marks. Notwithstanding the above, the development and distribution of any such promotional materials shall require the prior written approval of PROGRAMMER.
10. Failure of Performance. Neither STATION nor PROGRAMMER shall incur any liability or have any obligation to perform hereunder because of PROGRAMMER's failure to deliver or STATION's failure to broadcast the PROGRAM SERVICE during times of and due to labor disputes, transmission problems, civil disturbance, government regulation, or other causes beyond the control of PROGRAMMER or STATION (a "Force Majeure Event").
11. Changes in Station Facilities. STATION may, within five (5) days after any application with the Federal Communications Commission, as a courtesy, notify PROGRAMMER in writing of any change in its transmitter location, power, community of license, or frequency. STATION will notify PROGRAMMER in writing five (5) days prior to any change in hours of operation of the broadcast signal. STATION shall notify PROGRAMMER in writing within ten (10) days of any permanent change in STATION's power transmitter or antenna and any cessation of STATION's broadcast operations, whether voluntary or involuntary. STATION shall have no liability to PROGRAMMER in the event that any such change prevents STATION from broadcasting the PROGRAM SERVICE, and in such event STATION may terminate this Agreement immediately without further liability by providing immediate written notice to PROGRAMMER.
12. Transfer and Assignment. STATION shall not transfer or assign any of its rights or privileges under this Agreement without PROGRAMMER's prior written consent; provided, however, that STATION may assign this Agreement to any entity that acquires STATION's FCC license to operate station KWHY-22 or the spectrum leased to PROGRAMMER under this Agreement. STATION shall notify PROGRAMMER in writing within five (5) days of the filing of any application with the FCC seeking the FCC's consent to the transfer of control of STATION or the assignment of STATION's license; provided, however, that if the proposed transfer is to an unrelated third party, then STATION may terminate this Agreement, which will become effective at any time either concurrently with or after the closing of the proposed transfer in such application to the FCC, by providing not less than fifteen (15) days' written notice prior to the date the termination may first become effective. PROGRAMMER may not, without STATION's prior written consent, transfer, assign, or delegate any of its rights or obligations hereunder, and any such transfer or assignment without STATION's consent shall be void and PROGRAMMER shall remain liable to STATION for all obligations in this Agreement.
13. Limitation on Use of the Program Service. STATION shall not knowingly authorize, cause, permit or enable any act or omission that would allow the PROGRAM SERVICE to be used for any purpose other than free OTA broadcast by STATION in the DMA. STATION agrees that it will not tape, record or otherwise duplicate the PROGRAM SERVICE for rebroadcast as promotional material

without first securing PROGRAMMER's prior written consent thereto. Notwithstanding anything herein to the contrary, PROGRAMMER hereby grants STATION the right to authorize, cause, permit and enable the retransmission by eligible multi-channel video program distributors ("MVPD") of STATION's broadcast of the PROGRAM SERVICE.

14. FCC Rules & Regulations, Licenses. STATION and PROGRAMMER will comply with the Communications Act of 1934, as amended, and Part 73, Subpart E Television Broadcast Stations of the FCC rules, regulations, written policies ("Communications Laws") and any other legal requirements promulgated or adopted by the FCC in the operation of STATION and the broadcast of PROGRAM SERVICE by PROGRAMMER at all times. STATION shall maintain such licenses and authorization, including performing rights licenses as now is or hereafter may be in general use by television broadcasting stations and necessary for STATION's broadcast of the PROGRAM SERVICE. Nothing in this Agreement shall abrogate or limit the unrestricted authority of STATION to discharge STATION'S' obligations to the public and to comply with the Communications Laws, and STATION shall have no liability or obligation to PROGRAMMER for taking any action that STATION deems necessary or appropriate to discharge such obligations or to comply with the Communications Laws. PROGRAMMER agrees, represents and warrants that the PROGRAM SERVICE shall not contain any Ancillary or Supplementary Services as defined in 47 C.F.R. Section 73.624(g). PROGRAMMER shall comply with all laws and regulations, and execute the certification attached hereto as Exhibit "B" certifying the same, regarding compliance with applicable ancillary services and "Payola" and "Plugola". Programmer acknowledges that pursuant to 47 CFR § 73.2090 et. seq. the FCC prohibits discrimination in advertising by a commercial broadcast station. PROGRAMMER acknowledges and agrees that its sales contracts do and will continue to contain language to the following effect: "This programmer does not accept advertising sales agreements that impermissibly discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of each advertising sales agreement with this programmer, whether verbal or written. This programmer does not discriminate in the sale of advertising time, and will accept no advertising which is placed with intent to discriminate on the basis of race or ethnicity." Furthermore, PROGRAMMER shall not permit, nor sell, without the prior written consent of STATION, any advertising that would constitute a political matter or trigger any obligations for the rules governing political advertisements. PROGRAMMER shall also complete a certificate, in a form designated by STATION, certifying that PROGRAMMER's video content is compliant with the FCC's rules regarding closed captioning and CALM Act requirements, or that PROGRAMMER is exempt from such rules.
15. Responsibility for Employees and Expenses. PROGRAMMER shall employ and be responsible for all related costs for all personnel used in the production of its programming (including salespeople, traffic personnel, board operators, and programming staff). PROGRAMMER shall employ personnel as required under the rules, regulations and policies of the FCC and will be responsible for the salaries, taxes, insurance and related costs for all PROGRAMMER's personnel used in the operation and transmission of PROGRAM SERVICE to the STATION. Whenever on the STATION's premises, all personnel shall be subject to STATION's rules and regulations. PROGRAMMER shall pay for all fees to ASCAP, BMI, and SESAC, and for any other copyright fees attributable to its PROGRAM SERVICE on the STATION. If PROGRAMMER elects to have studios, then PROGRAMMER shall be responsible for acquiring and maintaining said studios. Notwithstanding anything contained in this section, STATION will at all times employ those individuals required by FCC rules, regulations, or any law governing STATION's broadcast activities.

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16. Right of Programming Refusal. PROGRAMMER acknowledges and agrees that STATION is and shall remain responsible for operating the STATION in the public interest and controlling the day-to-day operations of the STATION, including the PROGRAM SERVICE, in conformance with the STATION'S FCC licenses, permits and authorizations. PROGRAMMER represents and warrants that all material delivered as part of the PROGRAM SERVICE complies and will continue to comply with STATION'S broadcast standards and practices and then-current FCC rules (including but not limited to rules regarding children's programming, public service announcements, and closed captioning). Nothing contained herein shall be construed to prevent or hinder STATION from rejecting or refusing such portions of the PROGRAM SERVICE which STATION reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest. Should STATION receive a fine from the Federal Communications Commission due to unsatisfactory, obscene or indecent programming of PROGRAMMER, PROGRAMMER fully understands and agrees to pay this fine on behalf of STATION for airing of programming not in accordance with the full understanding of this section or for failing to broadcast the appropriate quantity and type of children's programming. The provisions of this section shall survive termination of this Agreement.
17. Notice of Programming Preemption. STATION shall use commercially reasonable efforts to provide PROGRAMMER with written notice of each preemption of the PROGRAM SERVICE (if necessary), and the justification therefore, at least forty-eight (48) hours in advance of the preemption, or as soon thereafter as possible. No portion of the PROGRAM SERVICE may be considered unsatisfactory, unsuitable or contrary to the public interest, or of lesser local or national importance, based on program performance or ratings or the availability of alternative programming which STATION believes to be more profitable or attractive than the scheduled PROGRAM SERVICE. PROGRAMMER and STATION hereby acknowledge and agree that STATION'S carriage of the PROGRAM SERVICE pursuant to the terms and conditions contained in the Agreement is the essence of this Agreement.
18. Children's Programming. PROGRAMMER shall comply with the Code of Federal Regulations section 73.671 requiring that PROGRAMMER broadcast a minimum of three hours per week of educational and informational programming ("Core Programming"). Core Programming is programming that meets the educational and informational needs of children 16 years of age and under and meets the following criteria: (1) It has serving the educational and informational needs of children ages 16 and under as a significant purpose; (2) it is aired between the hours of 7 am and 10 pm; (3) it is a regularly scheduled weekly program; (4) it is at least 30 minutes in length; (5) the program is identified as designed to educate by the display during the entirety of the program the symbol E/I; and (6) the educational and informational objective along with the target age audience are specified in writing. This programming must be regularly scheduled and must air at least once a week and on an ordinary basis. To that end, PROGRAMMER agrees to provide and broadcast sufficient Core Programming in compliance with the above requirements and shall provide, on a quarterly basis and at STATION'S request, the following information: (i) The title and a narrative description of each Core Program series the PROGRAMMER has broadcast stating its educational or informational purpose; (ii) the target age group the Core Programming is meant for; (iii) dates and airtimes for each Core Program broadcast on PROGRAMMER'S station for the time period's requested; (iv) if the programming was not aired as normally scheduled or was interrupted for other programming, a description of what the Core Programming was interrupted or not regularly broadcast for; (v) an advanced copy of PROGRAMMER'S weekly schedule showing the scheduled airtimes for Core Programming; (vi) a certification that the Core Programming met with requirements for Children's Programming as defined in C.F.R. § 73.671 (in similar form and substance as Exhibit C); and (vii) an affidavit, in form and substance similar to Exhibit D stating that the commercial limits on children's programming were complied with. Currently, the commercial limits on children's programming are 10.5 minutes per hour



on weekends and 12 minutes per hour on weekdays; however, these limits are subject to change by notification to PROGRAMMER from STATION. PROGRAMMER shall also provide STATION with weekly schedules for its children's programming so that STATION can disseminate those schedules in accordance with its obligations as a broadcast station Licensee. Notwithstanding the foregoing, STATION may, at its option, elect to broadcast Children's Programming on the bandwidth licensed to PROGRAMMER by preempting the PROGRAM SERVICE. STATION's right to preempt the PROGRAM SERVICE for Children's Programming is absolute and in no way entitled PROGRAMMER to terminate, off set, or otherwise not perform all of PROGRAMMER's obligations under this Agreement.

19. Other Obligations: PROGRAMMER acknowledges that it will cooperate in the broadcast of regular station identification (SID) activities conducted by STATION, including but not limited to placing the SID onto its program in accordance with procedures provided to PROGRAMMER which may be changed from time to time. STATION may also insert or interrupt PROGRAM SERVICE in order to display or broadcast the SID as required by FCC regulations. In addition, PROGRAMMER agrees to cooperate with and participate in regular emergency broadcast system ("EAS") tests and actual EAS broadcasts. PROGRAMMER understands that the PROGRAM SERVICE may be interrupted or preempted to comply with EAS obligations.
20. Right to Enter into Agreement. PROGRAMMER and STATION each represent and warrant to each other that they have the authority to enter into this Agreement and that there are no restrictions, agreements or limitations to their ability to perform all their respective obligations hereunder.
21. Entire Contract; Waivers. No inducements, representations or warranties except as specifically set forth herein have been made by PROGRAMMER or STATION. This Agreement constitutes the entire contract between the parties and no provision hereof shall be changed or modified except by a written instrument signed by PROGRAMMER and STATION. No provision hereof may be waived unless such waiver is in writing and signed by the party against whom the waiver is asserted. No such waiver shall be deemed to be a waiver of the condition itself.
22. Indemnification. PROGRAMMER shall indemnify, defend and hold STATION, its officers, agents, and employees ("Indemnitees") harmless against and from all claims, damages, liabilities, costs and expenses arising out of or related to STATION's broadcast of the PROGRAM SERVICE in accordance with this Agreement, regardless as to whether such claims, damages, liabilities, costs and expenses arise from the sole or joint negligence, gross negligence, or reckless conduct of STATION or any third parties, and against any and all claims or damages arising out of or related to PROGRAMMER's failure to comply with any of its obligations, representations, or warranties of this Agreement, or resulting from PROGRAMMER'S conduct, whether negligent, intentional, or otherwise; provided, however, that STATION promptly notifies PROGRAMMER of any claim or litigation to which indemnity shall apply, and cooperates fully with PROGRAMMER at PROGRAMMER's expense, in the defense or settlement of such claim or litigation. This provision shall survive termination of this Agreement.
23. Notice. Any notice required to be given hereunder shall be in writing and sent via certified United States mail to the appropriate party at the following address, or such other address as may be given by notice hereunder, or by delivering to such party in person at such address:

TO: PROGRAMMER

Majestad Television



TO: STATION

Meruelo Television, LLC  
4975 W. Pico, Blvd  
Los Angeles, California 90019  
Attn: General Manager

With a copy to:

Meruelo Group  
9550 Firestone Blvd. Ste. 105  
Downey, CA 90241  
Attn: General Counsel

Where notice is sent by United States mail, postage prepaid, return receipt, it shall be effective three (3) days after the date of mailing, and, by nationally recognized overnight courier, or via fax, such notice shall be effective when received as evidenced by a delivery receipt, or transmitted via fax (subject to electronic log confirmation in the case of fax), or if by personal delivery on the date of actual receipt.

21. Liability for Taxes. PROGRAMMER shall not be liable for any use, sales, excise, income, franchise, corporate or similar taxes ("Taxes") which may be imposed upon or assessed against STATION by virtue of its broadcast operations. PROGRAMMER shall be liable for any and all Taxes attributable to its operations.
22. Reserved Rights. All rights not expressly provided for under this Agreement with respect to the PROGRAM SERVICE are reserved by PROGRAMMER, and all rights not expressly provided for under this Agreement with respect to the spectrum licensed to PROGRAMMER are reserved by STATION.
23. Governing Law. The obligations of STATION and PROGRAMMER are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Communications Act of 1934, as amended, and the Rules and Regulations of the FCC; and this Agreement, its interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect hereto shall be determined by, the laws of the State of California. State or federal courts located in Los Angeles, California, shall have exclusive jurisdiction over any disputes arising under this Agreement and the parties consent to the jurisdiction of those courts. The parties waive any defense based on inconvenient forum or venue. PROGRAMMER agrees that the California Secretary of State may accept service on PROGRAMMER's behalf and waives any objection or defense based upon improper service that is so served. This provision shall survive termination of this Agreement.
24. Limitation on Damages. In the event that STATION is found liable for any damages arising out of performance or non-performance of this Agreement, then PROGRAMMER's remedies shall be limited to the value of the services provided for hereunder or monies actually paid by PROGRAMMER to STATION, whichever is lesser. In no event shall STATION be liable for any incidental, consequential, lost profits, or other damages to PROGRAMMER. PROGRAMMER's sole and exclusive remedy shall be in an action at law for the damages outlined herein.





25. Termination of Agreement. Upon termination of this Agreement in accordance with the terms hereof, the License granted to broadcast the PROGRAM SERVICE shall be deemed immediately withdrawn and STATION shall have no further rights of any nature whatsoever in such programs.

26. Headings. The headings of the sections of this Agreement are for convenience only and shall not in any way affect the interpretation thereof.

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

RAFAEL RODRIGUEZ

By:

Name:

Title:

MERUELO TELEVISION, LLC

By:

Name:

Title:

**EXHIBIT A**

**STATION INFO / SIGNAL CONTOUR**

**EXHIBIT "B"**

**SECTION 317 and 507 CERTIFICATION**

This certification concerns Sections 317 and 507 of the Communications Act of 1934, as amended. The issuance of this certification does not mean that we believe that there have been infractions of the law; we simply wish to remind all program producers and have them certify their awareness and compliance with their obligations under the law and under the policies adopted by Meruelo Media Holdings, LLC ("Company").

Your obligations under Sections 317 and 507 ("Payola" or "Plugola"), and our Company's policy, can be stated very simply:

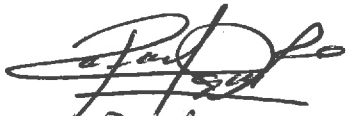
PROGRAM PRODUCERS ARE PROHIBITED FROM ACCEPTING ANY MONEY, SERVICE OR OTHER VALUABLE CONSIDERATION FROM ANY PERSON FOR BROADCASTING ANY MATERIAL OVER THE STATION UNLESS APPROPRIATE SPONSORSHIP IDENTIFICATION IS MADE AND COMPANY IS INFORMED ON YOUR "PROGRAMMING REPORT."

PROGRAM PRODUCERS HAVING ANY VOICE IN THE SELECTION OF BROADCAST MATTER ARE PROHIBITED FROM ACCEPTING ANY FAVORS, LOANS, ENTERTAINMENT OR OTHER CONSIDERATION FROM PERSONS SEEKING THE AIRING OF ANY BROADCAST MATTER IN RETURN THEREFORE OR PROMOTING OVER THE AIR ANY ACTIVITY OR MATTER IN WHICH THE PROGRAM PRODUCER HAS A DIRECT OR INDIRECT FINANCIAL INTEREST UNLESS APPROPRIATE SPONSORSHIP IDENTIFICATION IS MADE AND COMPANY IS INFORMED.

You understand the fact that Section 507 of the Communications Act of 1934, as amended, makes it a criminal offense, subject to a fine of not more than \$10,000 or imprisonment of not more than one year, or both, if any program producer fails to disclose to Company any acceptance or agreement to accept from any person other than Company, any money, service or other valuable consideration for the broadcast of any material over the Station.

This certification, which you must execute after reading it and the attached copies of Sections 317 and 507 of the Communications Act of 1934, and the FCC's sponsorship identification rule (Section 73.1212), is evidence that you understand and agree to abide by these laws and rules.

By:



Name:

Rafael Rodriguez

Title:

Senior Pastor

Date:

July 2 2015

## Federal Communications Commission § 73.1212

§ 73.1212 Sponsorship identification; list retention; related requirements.

(a) When a broadcast station transmits any matter for which money, service, or other valuable consideration is either directly or indirectly paid or promised to, or charged or accepted by such station, the station, at the time of the broadcast, shall announce:

(1) That such matter is sponsored, paid for, or furnished, either in whole or in part, and

(2) By whom or on whose behalf such consideration was supplied: Provided, however,

That "service or other valuable consideration" shall not include any service or property furnished either without or at a nominal charge for use on, or in connection with, a broadcast unless it is so furnished in consideration for an identification of any person, product, service, trademark, or brand name beyond an identification reasonably related to the use of such service or property on the broadcast.

(i) For the purposes of this section, the term "sponsored" shall be deemed to have the same meaning as "paid for."

(ii) In the case of any television political advertisement concerning candidates for public office, the sponsor shall be identified with letters equal to or greater than four percent of the vertical picture height that air for not less than four seconds.

(b) The licensee of each broadcast station shall exercise reasonable diligence to obtain from its employees, and from other persons with whom it deals directly in connection with any matter for broadcast, information to enable such licensee to make the announcement required by this section.

(c) In any case where a report has been made to a broadcast station as required by section 507 of the Communications Act of 1934, as amended, of circumstances which would have required an announcement under this section had the consideration been received by such broadcast station, an appropriate announcement shall be made by such station.

(d) In the case of any political broadcast matter or any broadcast matter involving the discussion of a controversial issue of public importance for which any film, record, transcription, talent, script, or other material or service of any kind is furnished, either directly or indirectly, to a station as an inducement for broadcasting such matter, an announcement shall be made both at the beginning and conclusion of such broadcast on which such material or service is used that such film, record, transcription, talent, script, or other material or service has been furnished to such station in connection with the transmission of such broadcast matter: Provided, however, That in the case of any broadcast of 5 minutes' duration or less, only one such announcement need be made either at the beginning or conclusion of the broadcast.

(e) The announcement required by this section shall, in addition to stating the fact that the broadcast matter was sponsored, paid for or furnished, fully and fairly disclose the true identity of the person or persons, or corporation, committee, association or other unincorporated group, or other entity by whom or on whose behalf such payment is made or promised, or from whom or on whose behalf such services or other valuable consideration is received, or by whom the material or services referred to in paragraph (d) of this section are furnished.

Where an agent or other person or entity contracts or otherwise makes arrangements with a station on behalf of another, and such fact is known or by the exercise of reasonable diligence, as specified in paragraph (b) of this section, could be known to the station, the announcement shall disclose the identity of the person or persons or entity on whose behalf such agent is acting instead of the name of such agent. Where the material broadcast is political matter or matter involving the discussion of a controversial issue of public importance and a corporation, committee, association or other unincorporated group, or other entity is paying for or furnishing the broadcast matter, the station shall, in addition to making the announcement required by this section, require that a list of the chief executive officers or members of the executive committee or of the board of directors of the corporation, committee, association or other unincorporated group, or other entity shall be made available for public inspection at the location specified by the licensee under § 73.3526 of this chapter. If the broadcast is originated by a net-work, the list may, instead, be retained at the headquarters office of the net-work or

at the location where the originating station maintains its public inspection file under § 73.3526 of this chapter. Such lists shall be kept and made available for a period of two years.

(f) In the case of broadcast matter advertising commercial products or services, an announcement stating the sponsor's corporate or trade name, or the name of the sponsor's product, when it is clear that the mention of the name of the product constitutes a sponsorship identification, shall be deemed sufficient for the purpose of this section and only one such announcement need be made at any time during the course of the broadcast.

(g) The announcement otherwise required by section 317 of the Communications Act of 1934, as amended, is waived with respect to the broadcast of "want ad" or classified advertisements sponsored by an individual. The waiver granted in this paragraph shall not extend to a classified advertisement or want ad sponsorship by any form of business enterprise, corporate or other-wise. Whenever sponsorship announcements are omitted pursuant to this paragraph, the licensee shall observe the following conditions:

(1) Maintain a list showing the name, address, and (where available) the telephone number of each advertiser;

(2) Make this list available to members of the public who have a legitimate interest in obtaining the information contained in the list. Such list must be retained for a period of two years after broadcast.

(h) Any announcement required by section 317(b) of the Communications Act of 1934, as amended, is waived with respect to feature motion picture film produced initially and primarily for theatre exhibition. NOTE: The waiver heretofore granted by the Commission in its Report and Order adopted November 16, 1960 (FCC 60-1369; 40 F.C.C. 95), continues to apply to programs filmed or recorded on or before June 20, 1963, when § 73.654, the predecessor television rule, went into effect.

(i) Commission interpretations in connection with the provisions of the sponsorship identification rules are contained in the Commission's Public Notice, entitled "Applicability of Sponsorship Identification Rules," dated May 6, 1963 (40 F.C.C. 141), as modified by Public Notice, dated April 21, 1975 (FCC 75-418). Further interpretations are printed in full in various volumes of the Federal Communications Commission Reports.

[40 FR 18400, Apr. 28, 1975, as amended at 46

FR 13907, Feb. 24, 1981; 49 FR 4211, Feb. 3, 1984; 49 FR 33663, Aug. 24, 1984; 50 FR 32417, Aug. 12, 1985; 57 FR 8279, Mar. 9, 1992] § 73.1213 Antenna structure, marking and lighting.

(a) The provisions of part 17 of this chapter (Construction, Marking, and Lighting of Antenna Structures), re-quires certain antenna structures to be painted and/or lighted in accordance with part 17.

(b) The owner of each antenna structure is responsible for ensuring that the structure, if required, is painted and/or illuminated in accordance with part 17 of this chapter. In the event of default by the owner, each licensee or permittee shall be responsible for ensuring that the structure complies with applicable painting and lighting requirements.

[61 FR 4367, Feb. 6, 1996]

§ 73.1215 Specifications for indicating instruments.

The following requirements and specifications shall apply to indicating instruments used by broadcast stations:

(a) Linear scale instruments:

(1) Length of scale shall not be less than 2.3 inches (5.8 cm).

(2) Accuracy shall be at least 2 per-cent of the full scale reading.

(3) The maximum rating of the meter shall be such that it does not read off scale during modulation or normal operation.

(4) Scale shall have at least 40 divisions.

(5) Full scale reading shall not be greater than five times the minimum normal indication.

## 47 U.S.C. § 317

### a) Disclosure of person furnishing

(1) All matter broadcast by any radio station for which any money, service or other valuable consideration is directly or indirectly paid, or promised to or charged or accepted by, the station so broadcasting, from any person, shall, at the time the same is so broadcast, be announced as paid for or furnished, as the case may be, by such person: Provided, That "service or other valuable consideration" shall not include any service or property furnished without charge or at a nominal charge for use on, or in connection with, a broadcast unless it is so furnished in consideration for an identification in a broadcast of any person, product, service, trademark, or brand name beyond an identification which is reasonably related to the use of such service or property on the broadcast.

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(2) Nothing in this section shall preclude the Commission from requiring that an appropriate announcement shall be made at the time of the broadcast in the case of any political program or any program involving the discussion of any controversial issue for which any films, records, transcriptions, talent, scripts, or other material or service of any kind have been furnished, without charge or at a nominal charge, directly or indirectly, as an inducement to the broadcast of such program.

**(b) Disclosure to station of payments**

In any case where a report has been made to a radio station, as required by section 508 of this title, of circumstances which would have required an announcement under this section had the consideration been received by such radio station, an appropriate announcement shall be made by such radio station.

**(c) Acquiring information from station employees**

The licensee of each radio station shall exercise reasonable diligence to obtain from its employees, and from other persons with whom it deals directly in connection with any program or program matter for broadcast, information to enable such licensee to make the announcement required by this section.

**(d) Waiver of announcement**

The Commission may waive the requirement of an announcement as provided in this section in any case or class of cases with respect to which it determines that the public interest, convenience, or necessity does not require the broadcasting of such announcement.

**(e) Rules and regulations**

The Commission shall prescribe appropriate rules and regulations to carry out the provisions of this section.

47 U.S.C 508 ("Communications act section 507")

**(a) Payments to station employees**

Subject to subsection (d) of this section, any employee of a radio station who accepts or agrees to accept from any person (other than such station), or any person (other than such station) who pays or agrees to pay such employee, any money, service or other valuable consideration for the broadcast of any matter over such station shall, in advance of such broadcast, disclose the fact of such acceptance or agreement to such station.

**(b) Production or preparation of programs**

Subject to subsection (d) of this section, any person who, in connection with the production or preparation of any program or program matter which is intended for broadcasting over any radio station, accepts or agrees to accept, or pays or agrees to pay, any money, service or other valuable consideration for the inclusion of any matter as a part of such program or program matter, shall, in advance of such broadcast, disclose the fact of such acceptance or payment or agreement to the payee's employer, or to the person for whom such program or program matter is being produced, or to the licensee of such station over which such program is broadcast.

**(c) Supplying of program or program matter**

Subject to subsection (d) of this section, any person who supplies to any other person any program or program matter which is intended for broadcasting over any radio station shall, in advance of such broadcast, disclose to such other person any information of which he has knowledge, or which has been disclosed to him, as to any money, service or other valuable consideration which any person has paid or accepted, or has agreed to pay or accept, for the inclusion of any matter as a part of such program or program matter.

**(d) Waiver of announcements under section 317(d)**

The provisions of this section requiring the disclosure of information shall not apply in any case where, because of a waiver made by the Commission under section 317 (d) of this title, an announcement is not required to be made under section 317 of this title.

**(e) Announcement under section 317 as sufficient disclosure**

The inclusion in the program of the announcement required by section 317 of this title shall constitute the disclosure required by this section.

**(f) "Service or other valuable consideration" defined**

The term "service or other valuable consideration" as used in this section shall not include any service or property furnished without charge or at a nominal charge for use on, or in connection with, a broadcast, or for use on a program which is intended for broadcasting over any radio station, unless it is so furnished in consideration for an identification in such broadcast or in such program of any person, product, service, trademark, or brand name beyond an identification which is reasonably related to the use of such service or property in such broadcast or such program.

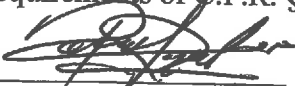
**(g) Penalties**

Any person who violates any provision of this section shall, for each such violation, be fined not more than \$10,000 or imprisoned not more than one year, or both.

## EXHIBIT "C"

### Core Programming Compliance Certification

The undersigned certifies that the programming schedule attached and the programs contained therein meet the requirements of C.F.R. § 73.671 and the Children's Television Act regarding content and identification.

  
[Name] Rafael Rodriguez  
Date: July 2 2015  
Title: Senior Pastor

**EXHIBIT "D"**

**CERTIFICATION OF COMPLIANCE  
WITH CHILDRENS TELEVISION COMMERCIAL LIMITS**

*Majestad Television*

~~[YOUR STATIONS NAME]~~ disseminated and broadcast the following weekly programs originally produced and broadcast primarily for an audience of children 12 years of age and under:

~~[PROGRAM TITLES]~~

*President*

The undersigned certifies that the programs contained no more than 10.5 minutes per hour on weekends and 12 minutes per hour on weekdays of commercial times in compliance with the commercial times limits set forth in the Children's Television Act of 1990 and the rules and regulations of the Federal Communications Commission.



[NAME]

Date:

Title:

*Rafael Rodriguez*  
*July 2 2015*  
*Senior Pastor*



## **EXHIBIT "E"**

Description of bandwidth leased

22.5 as designated by STATIONS PSIP system.

# **BROADCAST DIGITAL TELEVISION MULTICAST TIME BROKERAGE AGREEMENT**

This Time Brokerage Agreement ("Agreement") is made as of June \_\_, 2014 ("Reference Date") between **Rafael Rodriguez**, an individual ("PROGRAMMER"), and **Meruelo Television, LLC**, a California limited liability company, licensee of **KWHY-TV, channel 22** in the Los Angeles, Designated Market Area ("STATION"), relating to the STATION's broadcast of **Majestad Television religious programming** (hereinafter the "PROGRAM SERVICE").

**WHEREAS**, STATION has available broadcast time on a digital multicast stream 22.5 of STATION;  
and

**WHEREAS**, PROGRAMMER desires to avail itself of the digital multicast stream of STATION for the presentation of the PROGRAM SERVICE.

**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 agree as follows:

1. **Facilities.** STATION agrees to broadcast the PROGRAM SERVICE on channel 22.5 in a digital format designated by STATION; provided, however, that STATION shall have the right to remodulate and/or compress the digital bandwidth available for the PROGRAM SERVICE.
2. **Carriage of the Program Service.** PROGRAM SERVICE will be broadcast on STATION for free OTA (over-the-air) reception within STATION's contour ("DMA"). The STATION's signal contour is included as Exhibit A of this Agreement.
3. **Commencement.** STATION shall commence broadcasting the PROGRAM SERVICE on July 1, 2014 ("Commencement Date").
4. **Term.** The Term of this Agreement shall be **twelve months** from the Commencement Date ("Term"). The PROGRAM SERVICE, subject to any limiting provisions herein, shall be carried twenty-four 24 hours per day, seven (7) days per week during the Term. Either party shall have the right, at any time during the Term, to terminate this Agreement in its entirety immediately, with written notice, for any of the following reasons: (i) if STATION is unable to transmit the PROGRAM SERVICE or PROGRAMMER cannot deliver the PROGRAM SERVICE at any time for any reason beyond PROGRAMMER's or STATION's control, (ii) or as a result of the diminution, curtailment or cessation of STATION's broadcast operations for the purpose of improvement or modification of STATION's facilities; (iii) if at any time or times during the Term of this Agreement there is a breach by the other party of any provision of this Agreement.
5. **Fee.** PROGRAMMER shall pay to STATION the sum of \_\_\_\_\_ during the Term ("Fee"). The Fee shall be payable as follows:
  - a. **Deposit.** Upon execution of this Agreement, PROGRAMMER shall deliver to STATION a security deposit of \_\_\_\_\_. The Deposit is to secure the obligations of PROGRAMMER should PROGRAMMER under this Agreement. STATION may, at its discretion, take funds for the Deposit to cover any financial obligation of PROGRAMMER hereunder. In the event that STATION uses any of the Deposit

in such a manner, then PROGRAMMER shall promptly deliver sufficient funds to STATION to keep the balance of the Deposit at

- b. Monthly Installment. PROGRAMMER shall pay the Fee in twelve (12) equal installments of \$\_\_\_\_\_, due on the first of each month of the Term beginning with the Commencement Date.

- c. Reconnection. Without terminating this Agreement, or waiving STATION's right to terminate this Agreement, in the event that PROGRAMMER fails to keep any monetary obligation due hereunder within 5 days of its due date, then STATION may terminate the broadcast of the PROGRAM SERVICE until such past due amounts are paid. Upon payment of all past due amounts plus a reconnection fee of \$\_\_\_\_\_, which reasonably reflects the costs that STATION will incur to disconnect and reconnect the PROGRAM SERVICE and is not designed to act as a penalty, STATION shall resume broadcast of the PROGRAM SERVICE.

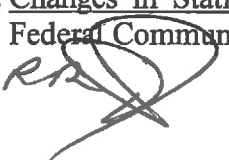
6. Termination by Station. For violation of any of the conditions herein, for failure of PROGRAMMER to pay any sum when due in connection with this Agreement, or if STATION believes it may or actually becomes subject to an inquiry from any regulatory body, or if, in STATION's reasonable judgment an act or prospective act or failure to act by PROGRAMMER would jeopardize STATION's FCC license, STATION may terminate any and all rights of PROGRAMMER hereunder, and may, without liability or further obligation to PROGRAMMER, terminate this Agreement immediately, with or without notice, and refuse to permit PROGRAMMER to make use of the STATION in the future. Termination under this provision shall not prevent STATION from obtaining any other prospective relief it deems necessary to protect its FCC license including, without limitation, preliminary injunctive relief, nor shall termination under this provision prevent STATION from pursuing any other remedy at law or in equity against PROGRAMMER for damages resulting from PROGRAMMER's acts covered by this provision or any other provision of this Agreement. At 11:59 pm STATION local time on the last day of the Term, this Agreement shall automatically terminate and STATION shall have no further obligation to broadcast the PROGRAM SERVICE, but PROGRAMMER shall remain liable for any and all outstanding amounts due under this Agreement and remain obligated to perform those provisions that survive termination of this Agreement either expressly or by their nature.

7. Broadcast in Entirety; proposed change in format or network. STATION shall remain in ultimate control of the multicast stream and the PROGRAM SERVICE at all times. To the extent the following does not limit STATION'S ultimate control, and except as set forth in this Section 7 or in Sections 16, 17, or 18, STATION agrees to broadcast the PROGRAM SERVICE in its entirety without any editing, delay, addition, alteration or deletion, including, without limitation, all network identification; all promotional material (except promotional material relating to portions of the PROGRAM SERVICE which STATION does not carry); all copyright notices; all credits and billings; and, any other proprietary material of any kind or nature included therein. In the event that a programming format change should occur during the Term of this Agreement, STATION may terminate this Agreement on not less than 30 days' written notice to PROGRAMMER. STATION shall in no way be held or deemed responsible, accountable or otherwise liable for the images, information and/or other content included in PROGRAMMER's PROGRAM SERVICE. In addition, nothing contained herein shall prevent STATION from: (a) rejecting or refusing to broadcast any PROGRAM SERVICE that STATION believes, in its reasonable discretion, to be unsuitable or contrary to the public interest, any rule or regulation pertaining to broadcasters including those of the FCC, or that otherwise does not conform in all respects to the programming and operating policies of STATION as currently are in place or as may be amended, restated, updated, replaced or otherwise changed from time to time during

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the Term; (b) preempting any PROGRAM SERVICE as required to broadcast special news bulletins, emergency warnings or similar events as part of the FCC's Emergency Alert System and/or to comply with applicable FCC programming requirements as determined in STATION's reasonable discretion; (c) refusing to broadcast any PROGRAM SERVICE that does not meet applicable FCC requirements; or (d) deleting any commercial announcements that do not comply with applicable FCC Requirements, any applicable requirements of the Federal Trade Commission, and/or any applicable federal, state, or local laws. A failure to broadcast the PROGRAM SERVICE or any portion thereof in accordance with this Paragraph shall not be deemed a breach by STATION. Subject to STATION's right to limit or discontinue the broadcast of the PROGRAM SERVICE as set forth in Section 11 below relating to the performance of maintenance and repairs, STATION shall not preempt, refuse or reject the broadcast of the PROGRAM SERVICE for reasons other than as specified in this provision or elsewhere in this Agreement. If STATION preempts or rejects any such Company Program, STATION need not credit Company for such preempted time. PROGRAMMER shall comply with all laws and regulations, and execute the certification attached hereto as Exhibit "B" certifying the same, regarding compliance with applicable ancillary services and "Payola" and "Plugola".

8. Program Delivery. PROGRAMMER will deliver the PROGRAM SERVICE, at PROGRAMMER's cost, by means of one or more communications satellites, fiber feed, high-speed internet, circuit, microwave feed or OTA for reception by the STATION at STATION's studio or transmitter site. PROGRAMMER shall provide any equipment necessary to broadcast the PROGRAM SERVICE in the digital format designated by STATION. STATION shall be obligated to process and broadcast the PROGRAM SERVICE over STATION's facilities. PROGRAMMER shall give STATION ninety (90) days' advance written notice of any proposed change in transmission delivery method, and PROGRAMMER will supply, at no cost to STATION, any additional or replacement equipment needed in connection with such alternate delivery method. For the avoidance of doubt, any equipment or materials that may be purchased by or provided by PROGRAMMER shall remain the property of PROGRAMMER after the expiration or termination of this Agreement.
9. Service Marks. PROGRAMMER represents and warrants that it owns intellectual property rights in, or has a license to use any and all intellectual property subject to protection under all trademark, copyright, patent, trade secret, or other laws of the United States or any other country designed to protect the same (collectively the "Marks"). The Marks shall be considered the property of PROGRAMMER or licensed to PROGRAMMER and use of said Marks by the STATION, including any Marks hereinafter developed by PROGRAMMER and used by STATION, shall inure to the benefit of PROGRAMMER. STATION shall have the right, but not the obligation, to develop and distribute promotional materials incorporating such Marks, provided, however, that any such promotional material shall clearly identify the Marks as the property of PROGRAMMER or the applicable rights holder through the symbol "SM", "TM", or their legal equivalents reflecting the nature of the Marks and language identifying PROGRAMMER or the applicable rights holder as the owner thereof, unless designated otherwise by PROGRAMMER or the legal owner of any Marks. Notwithstanding the above, the development and distribution of any such promotional materials shall require the prior written approval of PROGRAMMER.
10. Failure of Performance. Neither STATION nor PROGRAMMER shall incur any liability or have any obligation to perform hereunder because of PROGRAMMER's failure to deliver or STATION's failure to broadcast the PROGRAM SERVICE during times of and due to labor disputes, transmission problems, civil disturbance, government regulation, or other causes beyond the control of PROGRAMMER or STATION.
11. Changes in Station Facilities. STATION may, within five (5) days after any application with the Federal Communications Commission, as a courtesy, notify PROGRAMMER in writing of any change



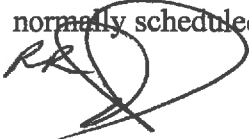
in its transmitter location, power, community of license, or frequency. STATION will notify PROGRAMMER in writing five (5) days prior to any change in hours of operation of the broadcast signal. STATION shall notify PROGRAMMER in writing within ten (10) days of any permanent change in STATION's power transmitter or antenna and any cessation of STATION's broadcast operations, whether voluntary or involuntary. STATION shall have no liability to PROGRAMMER in the event that any such change prevents STATION from broadcasting the PROGRAM SERVICE, and in such event STATION may terminate this Agreement immediately without further liability by providing immediate written notice to PROGRAMMER.

12. Transfer and Assignment. STATION shall not transfer or assign any of its rights or privileges under this Agreement without PROGRAMMER's prior written consent; provided, however, that STATION may assign this Agreement to any entity that acquires STATION's FCC license to operate station KWHY-22 or the spectrum leased to PROGRAMMER under this Agreement. STATION shall notify PROGRAMMER in writing within five (5) days of the filing of any application with the FCC seeking the FCC's consent to the transfer of control of STATION or the assignment of STATION's license; provided, however, that if the proposed transfer is to an unrelated third party, then PROGRAMMER may terminate this Agreement, which will become effective at any time after the closing of the proposed transfer in such application to the FCC, by providing not less than fifteen (15) days' written notice prior to the date the termination may first become effective. PROGRAMMER may not, without STATION's prior written consent, transfer, assign, or delegate any of its rights or obligations hereunder, and any such transfer or assignment without STATION's consent shall be void and PROGRAMMER shall remain liable to STATION for all obligations in this Agreement.
13. Limitation on Use of the Program Service. STATION shall not knowingly authorize, cause, permit or enable any act or omission that would allow the PROGRAM SERVICE to be used for any purpose other than free OTA broadcast by STATION in the DMA. STATION agrees that it will not tape, record or otherwise duplicate the PROGRAM SERVICE for rebroadcast as promotional material without first securing PROGRAMMER's prior written consent thereto. Notwithstanding anything herein to the contrary, PROGRAMMER hereby grants STATION the right to authorize, cause, permit and enable the retransmission by eligible multi-channel video program distributors ("MVPD") of STATION's broadcast of the PROGRAM SERVICE.
14. FCC Rules & Regulations, Licenses. STATION and PROGRAMMER will comply with the Communications Act of 1934, as amended, and Part 73, Subpart E Television Broadcast Stations of the FCC rules, regulations, written policies ("Communications Laws") and any other legal requirements promulgated or adopted by the FCC in the operation of STATION and the broadcast of PROGRAM SERVICE by PROGRAMMER at all times. STATION shall maintain such licenses and authorization, including performing rights licenses as now is or hereafter may be in general use by television broadcasting stations and necessary for STATION's broadcast of the PROGRAM SERVICE. Nothing in this Agreement shall abrogate or limit the unrestricted authority of STATION to discharge STATION'S' obligations to the public and to comply with the Communications Laws, and STATION shall have no liability or obligation to PROGRAMMER for taking any action that STATION deems necessary or appropriate to discharge such obligations or to comply with the Communications Laws. PROGRAMMER agrees, represents and warrants that the PROGRAM SERVICE shall not contain any Ancillary or Supplementary Services as defined in 47 C.F.R. Section 73.624(g).
15. Responsibility for Employees and Expenses. PROGRAMMER shall employ and be responsible for all related costs for all personnel used in the production of its programming (including salespeople, traffic personnel, board operators, and programming staff). PROGRAMMER shall employ personnel as required and will be responsible for the salaries, taxes, insurance and related costs for all PROGRAMMER's personnel used in the creation and transmission of PROGRAM SERVICE to the



STATION. Whenever on the STATION's premises, all personnel shall be subject to STATION's rules and regulations. PROGRAMMER shall pay for all fees to ASCAP, BMI, and SESAC, and for any other copyright fees attributable to its PROGRAM SERVICE on the STATION. If PROGRAMMER elects to have studios, then PROGRAMMER shall be responsible for acquiring and maintaining said studios. STATION shall employ and be responsible for all related costs for all personnel required under the applicable FCC rules and regulations.

16. Right of Programming Refusal. PROGRAMMER acknowledges and agrees that STATION is and shall remain responsible for operating the STATION in the public interest and controlling the day-to-day operations of the STATION, including the PROGRAM SERVICE, in conformance with the STATION'S FCC licenses, permits and authorizations. PROGRAMMER represents and warrants that all material delivered as part of the PROGRAM SERVICE complies and will continue to comply with STATION's broadcast standards and practices and then-current FCC rules (including but not limited to rules regarding children's programming, public service announcements, and closed captioning). Nothing contained herein shall be construed to prevent or hinder STATION from rejecting or refusing such portions of the PROGRAM SERVICE which STATION reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest. Should STATION receive a fine from the Federal Communications Commission due to unsatisfactory, obscene or indecent programming of PROGRAMMER, PROGRAMMER fully understands and agrees to pay this fine on behalf of STATION for airing of programming not in accordance with the full understanding of this section or for failing to broadcast the appropriate quantity and type of children's programming. The provisions of this section shall survive termination of this Agreement.
17. Notice of Programming Preemption. STATION shall use commercially reasonable efforts to provide PROGRAMMER with written notice of each preemption of the PROGRAM SERVICE (if necessary), and the justification therefore, at least forty-eight (48) hours in advance of the preemption, or as soon thereafter as possible. No portion of the PROGRAM SERVICE may be considered unsatisfactory, unsuitable or contrary to the public interest, or of lesser local or national importance, based on program performance or ratings or the availability of alternative programming which STATION believes to be more profitable or attractive than the scheduled PROGRAM SERVICE. PROGRAMMER and STATION hereby acknowledge and agree that STATION's carriage of the PROGRAM SERVICE pursuant to the terms and conditions contained in the Agreement is the essence of this Agreement.
18. Children's Programming. PROGRAMMER shall comply with the Code of Federal Regulations section 73.671 requiring that PROGRAMMER broadcast a minimum of three hours per week of educational and informational programming ("Core Programming"). Core Programming is programming that meets the educational and informational needs of children 16 years of age and under and meets the following criteria: (1) It has serving the educational and informational needs of children ages 16 and under as a significant purpose; (2) it is aired between the hours of 7 am and 10 pm; (3) it is a regularly scheduled weekly program; (4) it is at least 30 minutes in length; (5) the program is identified as designed to educate by the display during the entirety of the program the symbol E/I; and (6) the educational and informational objective along with the target age audience are specified in writing. This programming must be regularly scheduled and must air at least once a week and on an ordinary basis. To that end, PROGRAMMER agrees to provide and broadcast sufficient Core Programming in compliance with the above requirements and shall provide, on a quarterly basis and at STATION's request, the following information: (i) The title and a narrative description of each Core Program series the PROGRAMMER has broadcast stating its educational or informational purpose; (ii) the target age group the Core Programming is meant for; (iii) dates and airtimes for each Core Program broadcast on PROGRAMMER's station for the time period's requested; (iv) if the programming was not aired as normally scheduled or was interrupted for other programming, a description of what the Core



Programming was interrupted or not regularly broadcast for; (v) an advanced copy of PROGRAMMER's weekly schedule showing the scheduled airtimes for Core Programming; (vi) a certification that the Core Programming met with requirements for Children's Programming as defined in C.F.R. § 73.671 (in similar form and substance as Exhibit C); and (vii) an affidavit, in form and substance similar to Exhibit D stating that the commercial limits on children's programming were complied with. Currently, the commercial limits on children's programming are 10.5 minutes per hour on weekends and 12 minutes per hour on weekdays; however, these limits are subject to change by notification to PROGRAMMER from STATION. PROGRAMMER shall also provide STATION with weekly schedules for its children's programming so that STATION disseminate those schedules in accordance with its obligations as broadcast station Licensee. Notwithstanding anything contained in this Paragraph 18, STATION may, at STATION's option, fulfill its children's programming obligations by regularly preempting the PROGRAM SERVICE and broadcasting Core Programming on the digital sub channel. STATION will notify PROGRAMMER of its election of this option in writing specifying the dates and times of preemption.

19. Other Obligations: PROGRAMMER acknowledges that it will cooperate in the broadcast of regular station identification (SID) activities conducted by STATION, including but not limited to placing the SID onto its program in accordance with procedures provided to PROGRAMMER which may be changed from time to time. STATION may, at its option, also insert or interrupt PROGRAM SERVICE in order to display or broadcast the SID as required by FCC regulations. In addition, PROGRAMMER agrees to cooperate with and participate in regular emergency broadcast system ("EAS") tests and actual EAS broadcasts. PROGRAMMER understands that the PROGRAM SERVICE may be interrupted or pre-empted to comply with EAS obligations.
20. Right to Enter into Agreement. PROGRAMMER and STATION each represent and warrant to each other that they have the authority to enter into this Agreement and that there are no restrictions, agreements or limitations to their ability to perform all their respective obligations hereunder.
21. Entire Contract; Waivers. No inducements, representations or warranties except as specifically set forth herein have been made by PROGRAMMER or STATION. This Agreement constitutes the entire contract between the parties and no provision hereof shall be changed or modified except by a written instrument signed by PROGRAMMER and STATION. No provision hereof may be waived unless such waiver is in writing and signed by the party against whom the waiver is asserted. No such waiver shall be deemed to be a waiver of the condition itself or any other similar breach or other provision of this Agreement.
22. Indemnification. PROGRAMMER shall indemnify, defend and hold STATION, its officers, agents, and employees ("Indemnitees") harmless against and from all claims, damages, liabilities, costs and expenses arising out of STATION's broadcast of the PROGRAM SERVICE in accordance with this Agreement, regardless as to whether such claims, damages, liabilities, costs and expenses arise from the sole or joint negligence, gross negligence, or reckless conduct of STATION or any third parties, and against any and all claims or damages arising out of PROGRAMMER's failure to comply with any of its obligations, representations, or warranties of this Agreement, or resulting from PROGRAMMER'S conduct, whether negligent, intentional, or otherwise; provided, however, that STATION promptly notifies PROGRAMMER of any claim or litigation to which indemnity shall apply, and cooperates fully with PROGRAMMER at PROGRAMMER's expense, in the defense or settlement of such claim or litigation. This provision shall survive termination of this Agreement.
23. Notice. Any notice required to be given hereunder shall be in writing and sent via certified United States mail to the appropriate party at the following address, or such other address as may be given by notice hereunder, or by delivering to such party in person at such address:



TO: PROGRAMMER

Majestad Television

TO: STATION

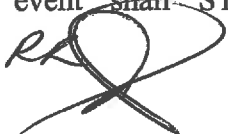
Meruelo Television, LLC  
4975 W. Pico, Blvd  
Los Angeles, California 90019  
Attn: General Manager

With a copy to:

Meruelo Group  
9550 Firestone Blvd. Ste. 105  
Downey, CA 90241  
Attn: General Counsel

Where notice is sent by United States mail, postage prepaid, return receipt, it shall be effective three (3) days after the date of mailing, and, by nationally recognized overnight courier, or via fax, such notice shall be effective when received as evidenced by a delivery receipt, or transmitted via fax (subject to electronic log confirmation in the case of fax), or if by personal delivery on the date of actual receipt.

21. Liability for Taxes. PROGRAMMER shall not be liable for any use, sales, excise, income, franchise, corporate or similar taxes ("Taxes") which may be imposed upon or assessed against STATION by virtue of its broadcast operations. PROGRAMMER shall be liable for any and all Taxes attributable to its operations.
22. Reserved Rights. All rights not expressly provided for under this Agreement with respect to the PROGRAM SERVICE are reserved by PROGRAMMER, and all rights not expressly provided for under this Agreement with respect to the spectrum licensed to PROGRAMMER are reserved by STATION.
23. Governing Law. The obligations of STATION and PROGRAMMER are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Communications Act of 1934, as amended, and the Rules and Regulations of the FCC; and this Agreement, its interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect hereto shall be determined by, the laws of the State of California. Any disputes arising from this Agreement between the parties, including its interpretation and this provision, are subject to binding arbitration to be conducted under the rules of the American Arbitration Association, and any award of the arbiter may be entered with any court having jurisdiction, and the parties agree that the arbitration shall take place in Los Angeles, California. The parties understand that by agreeing to arbitrate disputes that they are giving up their right to a trial by jury. This provision shall survive termination of this Agreement.
24. Limitation on Damages. In the event that STATION is found liable for any damages arising out of performance or non-performance of this Agreement, then PROGRAMMER's remedies shall be limited to the monthly installment of the Fee for which the services were not rendered by STATION. In no event shall STATION be liable for any incidental, consequential, or other damages to



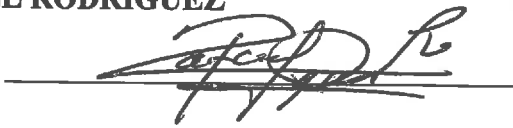
PROGRAMMER. PROGRAMMER's sole and exclusive remedy shall be in an action at law for the damages outlined herein.

25. Termination of Agreement. Upon termination of this Agreement in accordance with the terms hereof, the consent granted to broadcast the PROGRAM SERVICE shall be deemed immediately withdrawn and STATION shall have no further rights of any nature whatsoever in such programs.
26. Headings. The headings of the sections of this Agreement are for convenience only and shall not in any way affect the interpretation thereof.

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

RAFAEL RODRIGUEZ

By:



Name:

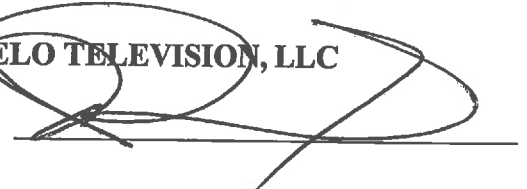
RAFAEL RODRIGUEZ

Title:

Senior Pastor

MERUELO TELEVISION, LLC

By:



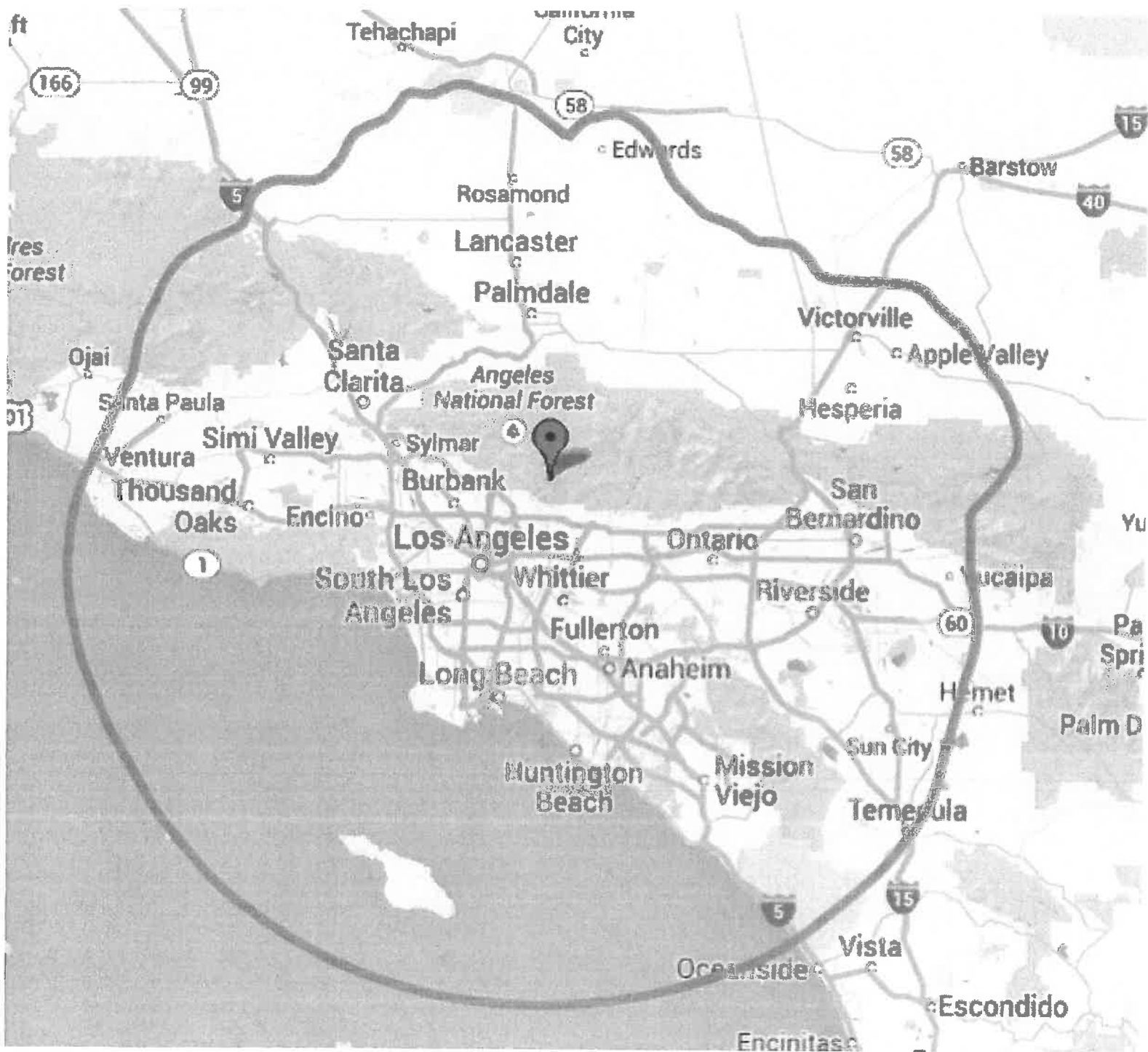
Name:

TITO VADRON

Title:

PRESIDENT + COO

EIN:



## **EXHIBIT A**

### **STATION INFO / SIGNAL CONTOUR**

**EXHIBIT "B"**

**SECTION 317 and 507 CERTIFICATION**

This certification concerns Sections 317 and 507 of the Communications Act of 1934, as amended. The issuance of this certification does not mean that we believe that there have been infractions of the law; we simply wish to remind all program producers and have them certify their awareness and compliance with their obligations under the law and under the policies adopted by Meruelo Television, LLC ("Company").

Your obligations under Sections 317 and 507 ("Payola" or "Plugola"), and our Company's policy, can be stated very simply:

PROGRAM PRODUCERS ARE PROHIBITED FROM ACCEPTING ANY MONEY, SERVICE OR OTHER VALUABLE CONSIDERATION FROM ANY PERSON FOR BROADCASTING ANY MATERIAL OVER THE STATION UNLESS APPROPRIATE SPONSORSHIP IDENTIFICATION IS MADE AND COMPANY IS INFORMED ON YOUR "PROGRAMMING REPORT."

PROGRAM PRODUCERS HAVING ANY VOICE IN THE SELECTION OF BROADCAST MATTER ARE PROHIBITED FROM ACCEPTING ANY FAVORS, LOANS, ENTERTAINMENT OR OTHER CONSIDERATION FROM PERSONS SEEKING THE AIRING OF ANY BROADCAST MATTER IN RETURN THEREFORE OR PROMOTING OVER THE AIR ANY ACTIVITY OR MATTER IN WHICH THE PROGRAM PRODUCER HAS A DIRECT OR INDIRECT FINANCIAL INTEREST UNLESS APPROPRIATE SPONSORSHIP IDENTIFICATION IS MADE AND COMPANY IS INFORMED.

You understand the fact that Section 507 of the Communications Act of 1934, as amended, makes it a criminal offense, subject to a fine of not more than \$10,000 or imprisonment of not more than one year, or both, if any program producer fails to disclose to Company any acceptance or agreement to accept from any person other than Company, any money, service or other valuable consideration for the broadcast of any material over the Station.

This certification, which you must execute after reading it and the attached copies of Sections 317 and 507 of the Communications Act of 1934, and the FCC's sponsorship identification rule (Section 73.1212), is evidence that you understand and agree to abide by these laws and rules.

**RAFAEL RODRIGUEZ**

By: 

Name:

RAFAEL RODRIGUEZ

Title:

Senior Pastor

Date:

6-30-2014

## EXHIBIT "C"

### Core Programming Compliance Certification

The undersigned certifies that the programming schedule attached and the programs contained therein meet the requirements of C.F.R. § 73.671 and the Children's Television Act regarding content and identification.



[Name] RAFAEL RODRIGUEZ

Date: 10-30-2014

Title: Senior Pastor

## EXHIBIT "D"

### CERTIFICATION OF COMPLIANCE WITH CHILDRENS TELEVISION COMMERCIAL LIMITS

[YOUR STATIONS NAME] disseminated and broadcast the following weekly programs originally produced and broadcast primarily for an audience of children 12 years of age and under:

[PROGRAM TITLES]

The undersigned certifies that the programs contained no more than 10.5 minutes per hour on weekends and 12 minutes per hour on weekdays of commercial times in compliance with the commercial times limits set forth in the Children's Television Act of 1990 and the rules and regulations of the Federal Communications Commission.



[NAME] RAFAEL RODRIGUEZ

Date: 6-30-2014

Title: Senior Pastor



## Federal Communications Commission § 73.1212

§ 73.1212 Sponsorship identification; list retention; related requirements.

(a) When a broadcast station transmits any matter for which money, service, or other valuable consideration is either directly or indirectly paid or promised to, or charged or accepted by such station, the station, at the time of the broadcast, shall announce:

(1) That such matter is sponsored, paid for, or furnished, either in whole or in part, and

(2) By whom or on whose behalf such consideration was supplied: Provided, however,

That "service or other valuable consideration" shall not include any service or property furnished either without or at a nominal charge for use on, or in connection with, a broadcast unless it is so furnished in consideration for an identification of any person, product, service, trademark, or brand name beyond an identification reasonably related to the use of such service or property on the broadcast.

(i) For the purposes of this section, the term "sponsored" shall be deemed to have the same meaning as "paid for."

(ii) In the case of any television political advertisement concerning candidates for public office, the sponsor shall be identified with letters equal to or greater than four percent of the vertical picture height that air for not less than four seconds.

(b) The licensee of each broadcast station shall exercise reasonable diligence to obtain from its employees, and from other persons with whom it deals directly in connection with any matter for broadcast, information to enable such licensee to make the announcement required by this section.

(c) In any case where a report has been made to a broadcast station as required by section 507 of the Communications Act of 1934, as amended, of circumstances which would have required an announcement under this section had the consideration been received by such broadcast station, an appropriate announcement shall be made by such station.

(d) In the case of any political broadcast matter or any broadcast matter involving the discussion of a controversial issue of public importance for which any film, record, transcription, talent, script, or other material or service of any kind is furnished, either directly or indirectly, to a station as an inducement for broadcasting such matter, an announcement shall be made both at the beginning and conclusion of such broadcast on which such material or service is used that such film, record, transcription, talent, script, or other material or service has been furnished to such station in connection with the transmission of such broadcast matter: Provided, however, That in the case of any broadcast of 5 minutes' duration or less, only one such announcement need be made either at the beginning or conclusion of the broadcast.

(e) The announcement required by this section shall, in addition to stating the fact that the broadcast matter was sponsored, paid for or furnished, fully and fairly disclose the true identity of the person or persons, or corporation, committee, association or other unincorporated group, or other entity by whom or on whose behalf such payment is made or promised, or from whom or on whose behalf such services or other valuable consideration is received, or by whom the material or services referred to in paragraph (d) of this section are furnished.

Where an agent or other person or entity contracts or otherwise makes arrangements with a station on behalf of another, and such fact is known or by the exercise of reasonable diligence, as specified in paragraph (b) of this section, could be known to the station, the announcement shall disclose the identity of the person or persons or entity on whose behalf such agent is acting instead of the name of such agent. Where the material broadcast is political matter or matter involving the discussion of a controversial issue of public importance and a corporation, committee, association or other unincorporated group, or other entity is paying for or furnishing the broadcast matter, the station shall, in addition to making the announcement required by this section, require that a list of the chief executive officers or members of the executive committee or of the board of directors of the corporation, committee, association or other unincorporated group, or other entity shall be made available for public inspection at the location specified by the licensee under § 73.3526 of this chapter. If the broadcast is originated by a net-work, the list may, instead, be retained at the headquarters office of the net-work or at the location where the originating station maintains its public inspection file under § 73.3526 of this chapter. Such lists shall be kept and made available for a period of two years.

(f) In the case of broadcast matter advertising commercial products or services, an announcement stating the sponsor's corporate or trade name, or

the name of the sponsor's product, when it is clear that the mention of the name of the product constitutes a sponsorship identification, shall be deemed sufficient for the purpose of this section and only one such announcement need be made at any time during the course of the broadcast.

(g) The announcement otherwise required by section 317 of the Communications Act of 1934, as amended, is waived with respect to the broadcast of "want ad" or classified advertisements sponsored by an individual. The waiver granted in this paragraph shall not extend to a classified advertisement or want ad sponsorship by any form of business enterprise, corporate or otherwise. Whenever sponsorship announcements are omitted pursuant to this paragraph, the licensee shall observe the following conditions:

(1) Maintain a list showing the name, address, and (where available) the telephone number of each advertiser;

(2) Make this list available to members of the public who have a legitimate interest in obtaining the information contained in the list. Such list must be retained for a period of two years after broadcast.

(h) Any announcement required by section 317(b) of the Communications Act of 1934, as amended, is waived with respect to feature motion picture film produced initially and primarily for theatre exhibition. NOTE: The waiver heretofore granted by the Commission in its Report and Order adopted November 16, 1960 (FCC 60-1369; 40 F.C.C. 95), continues to apply to programs filmed or recorded on or before June 20, 1963, when § 73.654, the predecessor television rule, went into effect.

(i) Commission interpretations in connection with the provisions of the sponsorship identification rules are contained in the Commission's Public Notice, entitled "Applicability of Sponsorship Identification Rules," dated May 6, 1963 (40 F.C.C. 141), as modified by Public Notice, dated April 21, 1975 (FCC 75-418). Further interpretations are printed in full in various volumes of the Federal Communications Commission Reports.

[40 FR 18400, Apr. 28, 1975, as amended at 46

FR 13907, Feb. 24, 1981; 49 FR 4211, Feb. 3,

1984; 49 FR 33663, Aug. 24, 1984; 50 FR 32417, Aug. 12, 1985; 57 FR 8279, Mar. 9, 1992] § 73.1213 Antenna structure, marking and lighting.

(a) The provisions of part 17 of this chapter (Construction, Marking, and Lighting of Antenna Structures), requires certain antenna structures to be painted and/or lighted in accordance with part 17.

(b) The owner of each antenna structure is responsible for ensuring that the structure, if required, is painted and/or illuminated in accordance with part 17 of this chapter. In the event of default by the owner, each licensee or permittee shall be responsible for ensuring that the structure complies with applicable painting and lighting requirements.

[61 FR 4367, Feb. 6, 1996]

§ 73.1215 Specifications for indicating instruments.

The following requirements and specifications shall apply to indicating instruments used by broadcast stations:

(a) Linear scale instruments:

(1) Length of scale shall not be less than 2.3 inches (5.8 cm).

(2) Accuracy shall be at least 2 per-cent of the full scale reading.

(3) The maximum rating of the meter shall be such that it does not read off scale during modulation or normal operation.

(4) Scale shall have at least 40 divisions.

(5) Full scale reading shall not be greater than five times the minimum normal indication.

## 47 U.S.C. § 317

### a) Disclosure of person furnishing

(1) All matter broadcast by any radio station for which any money, service or other valuable consideration is directly or indirectly paid, or promised to or charged or accepted by, the station so broadcasting, from any person, shall, at the time the same is so broadcast, be announced as paid for or furnished, as the case may be, by such person: Provided, That "service or other valuable consideration" shall not include any service or property furnished without charge or at a nominal charge for use on, or in connection with, a broadcast unless it is so furnished in consideration for an identification in a broadcast of any person, product, service, trademark, or brand name beyond an identification which is reasonably related to the use of such service or property on the broadcast.

(2) Nothing in this section shall preclude the Commission from requiring that an appropriate announcement shall be made at the time of the broadcast in the case of any political program or any program involving the discussion of any controversial issue for which any films, records, transcriptions, talent, scripts, or other material or service of any kind have been furnished, without charge or

at a nominal charge, directly or indirectly, as an inducement to the broadcast of such program.

**(b) Disclosure to station of payments**

In any case where a report has been made to a radio station, as required by section 508 of this title, of circumstances which would have required an announcement under this section had the consideration been received by such radio station, an appropriate announcement shall be made by such radio station.

**(c) Acquiring information from station employees**

The licensee of each radio station shall exercise reasonable diligence to obtain from its employees, and from other persons with whom it deals directly in connection with any program or program matter for broadcast, information to enable such licensee to make the announcement required by this section.

**(d) Waiver of announcement**

The Commission may waive the requirement of an announcement as provided in this section in any case or class of cases with respect to which it determines that the public interest, convenience, or necessity does not require the broadcasting of such announcement.

**(e) Rules and regulations**

The Commission shall prescribe appropriate rules and regulations to carry out the provisions of this section.

**47 U.S.C 508 ("Communications act section 507")**

**(a) Payments to station employees**

Subject to subsection (d) of this section, any employee of a radio station who accepts or agrees to accept from any person (other than such station), or any person (other than such station) who pays or agrees to pay such employee, any money, service or other valuable consideration for the broadcast of any matter over such station shall, in advance of such broadcast, disclose the fact of such acceptance or agreement to such station.

**(b) Production or preparation of programs**

Subject to subsection (d) of this section, any person who, in connection with the production or preparation of any program or program matter which is intended for broadcasting over any radio station, accepts or agrees to accept, or pays or agrees to pay, any money, service or other valuable consideration for the inclusion of any matter as a part of such program or program matter, shall, in advance of such broadcast, disclose the fact of such acceptance or payment or agreement to the payee's employer, or to the person for whom such program or program matter is being produced, or to the licensee of such station over which such program is broadcast.

**(c) Supplying of program or program matter**

Subject to subsection (d) of this section, any person who supplies to any other person any program or program matter which is intended for broadcasting over any radio station shall, in advance of such broadcast, disclose to such other person any information of which he has knowledge, or which has been disclosed to him, as to any money, service or other valuable consideration which any person has paid or accepted, or has agreed to pay or accept, for the inclusion of any matter as a part of such program or program matter.

**(d) Waiver of announcements under section 317(d)**

The provisions of this section requiring the disclosure of information shall not apply in any case where, because of a waiver made by the Commission under section 317 (d) of this title, an announcement is not required to be made under section 317 of this title.

**(e) Announcement under section 317 as sufficient disclosure**

The inclusion in the program of the announcement required by section 317 of this title shall constitute the disclosure required by this section.

**(f) "Service or other valuable consideration" defined**

The term "service or other valuable consideration" as used in this section shall not include any service or property furnished without charge or at a nominal charge for use on, or in connection with, a broadcast, or for use on a program which is intended for broadcasting over any radio station, unless it is so furnished in consideration for an identification in such broadcast or in such program of any person, product, service, trademark, or brand name beyond an identification which is reasonably related to the use of such service or property in such broadcast or such program.

**(g) Penalties**

Any person who violates any provision of this section shall, for each such violation, be fined not more than \$10,000 or imprisoned not more than one year, or both.

RR

## SECOND AMENDMENT TO TIME BROKERAGE AGREEMENT

This Second Amendment dated December 2, 2016 ("Second Amendment") to the Time Brokerage Agreement ("Agreement") dated July 2, 2015 between Rafael Rodriguez ("Programmer") and Meruelo Television, LLC ("Station") as licensee of KWHY, channel 22 in the Los Angeles Designated Market Area is made between Programmer and Licensee as amended on July 1, 2016 (the "First Amendment") with reference to the following:

WHEREAS, Programmer desires to continue broadcasting its Programming on the Channel past the expiration of the December 31, 2016 ending date of the First Amendment.

WHEREAS, Station desires to allow Programmer to continue broadcasting the Programming in the Station.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises contained herein, the Agreement is amended as follows:

1. The Term of the Agreement shall be extended for an additional six (6) months beginning at midnight on January 1, 2017 and ending at 11:59 pm on June 31, 2017 (the "Second Extension Term"). The Second Extension shall not automatically renew.
2. During the First Extension Term, the Fee shall be  
i, due on the first of each month.
3. Programmer hereby certifies that this Agreement complies with the provisions of Section 73.3555 (a), (b), (c), (d) and (e) of the FCC's rules and regulations, specifically, that Programmer's use of the Channel does not and will not violate the multiple ownership rules promulgated by the FCC.
4. Except as specifically modified herein, all other terms and conditions of the Agreement and the First Amendment remain the same, and the parties hereby acknowledge and ratify the same.
5. Station may terminate the broadcast of the Programming on the channel at any time, with or without notice, if Programmer breaches any provision of the Agreement, the First Amendment, or this Second Amendment. Upon such termination Programmer shall not be relieved of its monetary obligations under the Agreement, the First Amendment, or this Second Amendment.
6. All capitalized terms used but not defined herein have their meaning as used in the Agreement.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date signed below.

RAFAEL RODRIGUEZ

By: 

Name: Rafael Rodriguez

Title: Senior Pastor

Date: 12-28-2016

MERUELO TELEVISION, LLC

By: 

Name: OTTO PORON

Title: PRESIDENT

Date: 1-10-2017