

**THIS TIME BROKERAGE AND PROGRAM SERVICES AGREEMENT** (this "Agreement") is made and entered into as of November 8, 2010, by and among Entercom Kansas City License, LLC, a Delaware limited liability company ("Licensee"), Entercom Kansas City, LLC, a Delaware limited liability company ("Entercom" and together with Licensee, collectively "ETM") and Reyes Media Group, LLC, a Kansas limited liability company (the "Programmer").

## **B A C K G R O U N D**

**WHEREAS**, Licensee is the Federal Communications Commission (the "FCC") licensee of radio station KYY5, 1250 kHz, Kansas City, Kansas (Facility ID No. 73938) (the "Station") and has available broadcasting time on the Station; and

**WHEREAS**, Programmer desires to avail itself of the broadcast time of the Station for the presentation of a programming service, including the sale of advertising time, in accordance with procedures and policies approved by the FCC.

## **A G R E E M E N T**

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

### **1. Sale Of Time**

#### ***1.1. Broadcast of Programming***

During the Term, as defined below, Licensee shall make available exclusively to Programmer broadcast time on the Station for the broadcast of Programmer's programs (the "Programming") for up to One Hundred Sixty-Eight (168) hours a week for the term of this Agreement except for: (a) downtime occasioned by routine maintenance; (b) two hours each week, at such time(s) as designated by Licensee (initially between 6:00 a.m. and 8:00 a.m. on Sunday mornings), during which time Licensee may broadcast programming designed to address the concerns, needs and interests of the Station's listeners; (c) times when Programmer's programs are not accepted or are preempted by Licensee in accordance with Section 2.3 of this Agreement or because such Programming does not satisfy the standards of Section 2.4.1 of this Agreement; and (d) Force Majeure Events, as defined in Section 1.5 of this Agreement.

#### ***1.2. Term***

The term of the Agreement (the "Term") will commence on November 15, 2010 (the "Commencement Date") and end on the first to occur of the following: (a) five years from the Commencement Date; (b) if the FCC issues an order (which need not be a final order), or otherwise takes any action, which will terminate the Special Temporary Authority (the "STA") issued by the FCC, or otherwise revoke the authority, permitting the Licensee to continue to operate both KYY5-AM (1250 KHz, Kansas City, Kansas) and KXTR(AM) (1660 KHz, Kansas City, Kansas), then five (5) days after written notice by Licensee to Programmer, provided that in any event, this Agreement shall automatically terminate upon the termination of the STA; (c) if

the Licensee enters into an agreement to sell either or both of KYYS(AM) or KXTR(AM), then upon ten (10) days written notice by Licensee to Programmer; or (d) the termination of this Agreement pursuant to Section 6 hereof.

### ***1.3. Payments***

Programmer shall pay Licensee, monthly in advance on the first day of every calendar month during the Term, an initial monthly fee of \$17,500 per month (provided that for the first 3 months, the fee shall be \$15,000 per month) (the "**Monthly Fee**"). On November 15, 2011 and each November 15 thereafter during the Term, the Monthly Fee shall be increased by five percent (5%) of the then current Monthly Fee. In addition, within 10 days after the presentation to Programmer of paid invoices therefore, Programmer will reimburse Licensee for payments made for utilities (electricity, gas, and water) and personal property taxes, to the extent that the foregoing costs are incurred directly in association with the operation of the transmitter facilities for the Station during the Term.

### ***1.4. Advertising and Programming Revenues***

During the broadcast of the Programming delivered to the Station by Programmer, Programmer shall have full authority to sell for its own account commercial time or block programming time (subject to Licensee approval as set forth below) on the Station and to retain all revenues and all accounts receivable arising from or relating to the Programming, including, without limitation, promotion-related revenues. Programmer may sell such time in combination with the sale of time on any other broadcast stations of its choosing. Notwithstanding the foregoing, Programmer shall not sell any block programming time unless such programming is approved in advance by Licensee, in its sole discretion.

Licensee may barter or sell commercial time or mentions within Licensee's Public Service Programming or within programming presented in accordance with Section 2.3.2.

### ***1.5. Force Majeure Events***

Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming due to acts of God, strikes or threats thereof, force majeure or any other causes beyond the control of Licensee (collectively, "**Force Majeure Events**"), shall not constitute a breach of this Agreement. The foregoing Force Majeure provisions shall not apply to the failure to provide Programming pursuant to Section 5.1.4 or to breaches pursuant to Sections 5.1.2.b.

### ***1.6. HD Channels***

The parties agree and acknowledge that the definition of "Station" shall include the analog broadcast and (if applicable) the primary HD broadcast. Accordingly, the term Station shall not include any HD side channels.

## **2. Programming And Operating Standards**

### ***2.1. Nature of the Programming***

The Programming will consist of Spanish language music and entertainment which will include news and public service programming. Licensee acknowledges that Programmer has provided a description of the nature of the Programming to be produced by Programmer and Licensee has determined that the broadcasting of the Programming on the Station will serve the public interest.

### ***2.2. Right to Use the Programming***

The ownership of and all rights to use the Programming furnished by Programmer and to authorize its use in any manner and in any media whatsoever shall be at all times vested solely in Programmer; subject to the provisions of Section 2.1.

### ***2.3. Obligations and Rights of Licensee***

Licensee shall be ultimately responsible for the control of the day-to-day operations of the Station and for complying with the FCC's rules and regulations with respect to (a) the staffing and maintenance of the Station's main studio; (b) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (c) the broadcast and nature of public service programming; (d) the maintenance of political and public inspection files and the Station's logs; (e) the ascertainment of issues of community concern; (f) the preparation of all quarterly issues/programs lists; and (f) the preparation and filing with the FCC of all required material with respect to the Station, including the Station's Biennial Ownership Report and periodic employment reports. Programmer shall assist Licensee in preparation of all quarterly issues/programs lists.

#### ***2.3.1. Licensee's Right to Reject Programming***

Licensee shall retain the right to accept or reject any Programming or advertising announcements or material which Licensee in its good faith, reasonable judgment deems contrary to the Communications Act of 1934, as amended and the rules, regulations and policies of the FCC promulgated thereunder (the "FCA"). Licensee reserves the right to refuse to broadcast any Programming containing matter that Licensee reasonably in good faith believes to be, or that Licensee reasonably in good faith believes may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Station to be, violative of any right of any third party or indecent, profane or obscene. Licensee may take any other actions necessary to ensure that the Station's operations comply with the laws of the United States, the State of Kansas, and the FCA (including the prohibition on unauthorized transfers of control).

Notwithstanding any other provision of this Agreement to the contrary, no commercial time on the Station provided by Programmer shall: (i) violate the ETM's normal broadcast standards, or (ii) promote products or programming which is competitive with the radio broadcast industry (i.e. other radio stations), including, without limitation, any

programming delivered by satellite, cellular phone, PCS, cable, the internet or by any other means.

If, in the reasonable good faith judgment of Licensee or its Market Manager, any portion of the Programming presented by Programmer does not meet the requirements of Section 2.1 or Section 2.4.1 of this Agreement, Licensee may suspend, cancel or refuse to broadcast any such portion of the Programming without reduction or offset in the payments due Licensee under this Agreement.

#### *2.3.2. Licensee's Right to Preempt Programming*

Licensee shall have the right, in its reasonable good faith judgment, to preempt any of the broadcasts of the Programming in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and to use part or all of the hours of operation of the Station for the broadcast of events of special importance.

#### *2.3.3. Maintenance and Repair of Transmission Facilities*

Licensee shall maintain the Station's transmission equipment and facilities, including the respective antenna, transmitter and transmission line, and, shall provide for the delivery of electrical power to the Station's transmitting facilities in order to permit operation of the Station.

#### *2.3.4. Main Studio*

Licensee shall maintain a main studio (the "**Main Studio**") for the Station in the manner required under FCC rules.

#### *2.3.5. Compliance with FCC Technical Rules*

Licensee will designate a Chief Operator, as that term is defined by the rules and regulations of the FCC, who shall be responsible for ensuring compliance by the Station with the technical operating and reporting requirements established by the FCC.

### **2.4. Obligations and Rights of Programmer**

#### *2.4.1. Compliance with Laws and Station Policies*

All Programming shall conform in all material respects to all applicable rules, regulations and policies of the FCC, and all other laws or regulations applicable to the broadcast of programming or commercial advertisements by the Station, and the standards set forth in Schedule 2.4.1. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe, or portray Programmer as the licensee of the Station.

#### *2.4.2. License to Use Call Sign*

During the term of this Agreement, Licensee grants Programmer the right to use the Station's call sign (i.e., presently KYYS) in connection with and during the

Programming during the Term. Licensee reserves the right to change the Station's call sign, at any time, from time to time.

#### *2.4.3. Cooperation with Licensee*

Programmer, on behalf of Licensee, shall furnish within the Programming all Station identification announcements required by the FCC and FCA, and shall, upon request by Licensee, provide to Licensee information with respect to any of the Programming which is responsive to the public needs and interests of the area served by the Station to assist Licensee in the preparation of any required programming reports and will provide upon request other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the Station pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules, and agrees that, when presenting to Licensee for broadcast on the Station sponsored programming addressing political issues or controversial subjects of public importance, Programmer will do so in accordance with the provisions of Section 73.1212 of the FCC's rules and the applicable rules of the Federal Election Commission. Programmer shall consult with Licensee and adhere to all applicable provisions of the FCA, as announced from time to time, with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to "*equal opportunities*") and the charges permitted for such programming or announcements, and, in the event of a dispute, Licensee's determination shall govern.

#### *2.4.4. Payola and Plugola*

Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Commercial matter or programming with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy or announced in connection with the program. Programmer shall at all times endeavor in good faith to comply with the requirements of Sections 317 and 507 of the FCA. Programmer shall require each of its on-air employees to execute a Payola and Plugola Certification in the form of Exhibit A, attached hereto and incorporated herein.

#### *2.4.5. Handling of Communications*

Programmer shall provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming to enable Licensee to comply with FCC rules and policies, including those regarding the maintenance of the public inspection file. Licensee shall not be required to receive or handle mail, email, faxes or telephone calls in connection with the Programming unless Licensee has agreed to do so in

writing. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers, or other payments for services or advertising.

#### *2.4.6. Use of Main Studio / Delivery of Programming*

Programmer shall not be entitled to use the Main Studio. Programmer shall be solely responsible for delivering the Programming to the Station's transmitter site or the Main Studio (as directed by Licensee) for broadcast on the Station. Programmer shall deliver the Programming in broadcast quality format suitable for broadcast, as reasonably determined by Licensee. In the event that Programmer needs to obtain a studio transmitter link or similar FCC authorization to facilitate Programmer's delivery of the Programming, Licensee agrees that it shall cooperate reasonably with Programmer to file any required application for such authority with the FCC.

#### *2.4.7. Emergency Alert System*

Programmer agrees to comply with all requirements for operation of the Emergency Alert System ("EAS") including without limitation broadcasting during the Programming all EAS tests and alerts and maintaining all required EAS logs. Such EAS logs will be forwarded each week to Licensee. If Licensee so elects, Programmer will install in Programmer's Studio any necessary EAS equipment supplied by Programmer to receive and broadcast any EAS tests and alerts.

#### *2.4.8. Insurance.*

At all times during the Term, Programmer shall at its expense maintain Comprehensive General Liability Insurance and Broadcasters Errors and Omissions Insurance each with a coverage limit of at least \$5,000,000 per occurrence and will cause Licensee to be named as an additional insured on such policies. In addition, at all times during the Term, Programmer shall at its expense maintain the required coverage for worker's compensation insurance. Programmer will provide Licensee with a certificate evidencing such insurance prior to the term hereof which certificate shall provide that such insurance should not be cancelled without at least 30 days prior written notice to Licensee.

All such insurance shall be with reputable insurance companies reasonably acceptable to Licensee. Licensee and Entercom shall each be named as an additional insured on such policies (other than worker's compensation insurance), and such policies shall not be terminable without notice to ETM and an opportunity to cure any default thereunder. Programmer shall deliver to ETM upon request a current certificate establishing that such insurance is in effect.

### **3. Responsibility For Employees And Expenses**

#### ***3.1. Licensee's Responsibility for Employees and Expenses***

Licensee will employ at least two persons at the Station: a full-time General Manager for the Station (who may or may not also be the designated Chief Operator), who shall report and be solely accountable to Licensee and shall direct the day-to-day operations of the Station, and a staff-level employee who shall report to and assist the manager in the performance of his or her duties. Licensee will be responsible for the salaries, benefits, taxes, insurance and similar expenses for these two employees. Whenever on the premises of the Station, all of Programmer's personnel shall be subject to the supervision and the direction of the Licensee's General Manager and/or the Licensee's Chief Operator, as designated by Licensee.

#### ***3.2. Programmer's Responsibility for Employees and Expenses***

Programmer shall be responsible for the artistic personnel and material for the production of the Programming to be provided under this Agreement. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel used in fulfillment of its rights and obligations under this Agreement. Programmer shall pay for all costs associated with production of the Programming and listener responses, including fees to ASCAP, BMI and SESAC, any other copyright fees, and all other costs or expenses attributable to the Programming that is delivered by Programmer and broadcast on the Station. Programmer shall pay all maintenance and repair costs for the Programmer's studio (but not the Main Studio) and studio equipment used by Programmer in the production of the Programming. Programmer shall, if required under the FCA, be responsible for adherence to the FCC's EEO outreach and recruitment policies.

The parties acknowledge that it is BMI's position that Licensee owes certain amounts relating to the Station arising out of failure of the former the programmer of the Station to pay BMI licensee fees. In order to induce Licensee to enter into this Agreement, Programmer agrees to (and hereby does) assume such obligations to BMI and shall within thirty (30) days of the date of this Agreement deliver evidence (to the satisfaction of Licensee) showing that Programmer has either paid or entered into an arrangement to pay (acceptable to Licensee), all amounts due and owing to BMI.

#### ***3.3. No Third Party Beneficiary Rights***

No provisions of this Agreement shall create any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Licensee in respect of continued employment (or resumed employment) with Licensee or with Programmer or in respect of any other matter.

### **4. Indemnification**

#### ***4.1. Indemnification***

From and after the Effective Date, ETM and Programmer shall each indemnify, defend, protect and hold harmless the other party and its affiliates and their respective members,

managers, owners and employees (the "**Indemnitees**") from and against any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) (collectively, "**Claims**") that are proximately caused by (a) any programming provided by such party for broadcast on the Station; (b) any breach by such party of a representation, warranty, covenant or other agreement contained in this Agreement; and (c) the negligence of such party, its employees or agents in fulfilling its obligations under this Agreement. Without limiting the generality of the preceding sentence, ETM shall indemnify and hold Programmer and its Indemnitees harmless from and against, and Programmer will indemnify and hold ETM and its Indemnitees harmless from and against, liability with respect to matters arising from or relating to any programming produced or supplied by indemnifying party, including liability for libel, slander, infringement of copyright or other intellectual property, violation of rights of privacy or proprietary rights, and for any claims of any nature, including fines imposed by the FCC, as a result of the broadcast on the Station of any programming produced or supplied by indemnifying party, including, without limitation, any programming which the FCC determines was in violation of any FCC rule, regulation or policy relating to lotteries or games of chance; obscenity, profanity or indecency; broadcast hoaxes; or the adequacy of sponsorship identification.

#### **4.2. Procedure for Indemnification**

The procedure for indemnification shall be as follows:

##### **4.2.1. Notice**

The party seeking indemnification (the "**Claimant**") shall give notice to the party from whom indemnification is sought (the "**Indemnitor**") of any Claim, whether solely between the parties or brought by a third party, specifying (i) the factual basis for the Claim, and (ii) the amount of the Claim. If the Claim relates to an action, suit or proceeding filed by a third party against Claimant, notice shall be given by Claimant within fifteen (15) business days after written notice of the action, suit or proceeding was given to Claimant. In all other circumstances, notice shall be given by Claimant within thirty (30) business days after Claimant becomes, or should have become, aware of the facts giving rise to the Claim. Notwithstanding the foregoing, Claimant's failure to give Indemnitor timely notice shall not preclude Claimant from seeking indemnification from Indemnitor except to the extent that Claimant's failure has materially prejudiced Indemnitor's ability to defend the Claim or litigation.

##### **4.2.2. Claims Between Parties**

With respect to Claims between the parties, following receipt of notice from the Claimant of a Claim, the Indemnitor shall have thirty (30) business days to make any investigation of the Claim that the Indemnitor deems necessary or desirable. For the purposes of this investigation, the Claimant agrees to make available to the Indemnitor and/or its authorized representatives the information relied upon by the Claimant to substantiate the Claim. If the Claimant and the Indemnitor cannot agree as to the validity and amount of the Claim within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate legal remedy.



#### ***4.2.3. Third Party Claims***

With respect to any Claim by a third party as to which the Claimant is entitled to indemnification hereunder, the Indemnitor shall have the right at its own expense to participate in or assume control of the defense of the Claim, and the Claimant shall cooperate fully with the Indemnitor, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnitor. If the Indemnitor elects to assume control of the defense of any third-party Claim, the Claimant shall have the right to participate in the defense of the Claim at its own expense. If the Indemnitor does not elect to assume control or otherwise participate in the defense of any third party Claim, Claimant may, but shall have no obligation to, defend or settle such Claim or litigation in such manner as it deems appropriate, and in any event Indemnitor shall be bound by the results obtained by the Claimant with respect to the Claim (by default or otherwise) and shall promptly reimburse Claimant for the amount of all expenses (including the amount of any judgment rendered), legal or otherwise, incurred in connection with such Claim or litigation. The Indemnitor shall be subrogated to all rights of the Claimant against any third party with respect to any Claim for which indemnity was paid.

#### ***4.3. Limitations***

Neither Programmer nor ETM shall have any obligation to the other party for any indemnification hereunder except upon compliance by the other party with the provisions of this Section 4. Neither party shall be required to indemnify the other party under this Agreement for any breach of any representation or warranty contained in this Agreement unless written notice of a Claim was received by the party within the pertinent survival period specified in Section 4.4 of this Agreement.

#### ***4.4. Survival of Representations, Warranties and Covenants***

The representations, warranties, covenants, indemnities and agreements contained in this Agreement or in any certificate, document or instrument delivered pursuant to this Agreement are and will be deemed and construed to be continuing representations, warranties, covenants, indemnities and agreements and shall survive any termination or expiration of this Agreement for: (i) a period of eighteen (18) months after such termination or expiration; or (ii) in the case of a breach of Sections 2.4.1 and 2.4.4 until three (3) months after the expiration of the applicable statute of limitations. No Claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such Claim is given prior to such expiration. Any investigation by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, covenant or agreement contained in this Agreement.

### **5. Events Of Default And Cure Periods**

#### ***5.1. Events of Default***

The following shall, after the expiration of the applicable cure periods as set forth in Section 5.2, each constitute an Event of Default under this Agreement:

#### *5.1.1. Non-Payment*

Programmer's failure to pay, when due, the amounts payable under Section 1.3 of this Agreement.

#### *5.1.2. Default in Covenants or Adverse Legal Action*

a. Any party (i) defaults in the performance of any material covenant, condition or undertaking contained in this Agreement, (ii) makes a general assignment for the benefit of creditors, or (iii) files or has filed against it a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within 60 days thereafter, or

b. As a consequence of any act or omission of Programmer, the FCC issues a Hearing Designation Order or commences any hearing with respect to the Station, issues a Show Cause Order, a Notice of Inquiry, Notice of Apparent Liability, or Order of Forfeiture with respect to the Station.

#### *5.1.3. Breach of Representation*

Any material representation or warranty made by either party to this Agreement, or in any certificate or document furnished by either party to the other pursuant to the provisions of this Agreement, proves to have been false or misleading in any material respect as of the time made or furnished.

#### *5.1.4. Failure To Supply Programming*

If Programmer fails to supply Licensee with the Programming for a continuous period of twenty-four hours (24) or an aggregate of forty-eight (48) hours during any three (3) month period.

#### *5.2. Cure Periods*

Except as provided herein, an Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the actions necessary to cure the default(s) within such period. If not cured within that ten (10) business day period, the Event of Default shall be deemed to have occurred as of the expiration of the cure period. For a default in payment as required under Section 1.3, an Event of Default shall not be deemed to have occurred until five (5) business days after Licensee has provided Programmer with written notice of non-payment. There shall be no cure period applicable in the event that: (i) Programmer fails to supply the Programming pursuant to Section 5.1.4; or (ii) Licensee determines there to have been a default under Section 5.1.2.b as a consequence of an act or omission of Programmer, and Licensee may immediately terminate this Agreement under Section 6.1 in such event.

## **6. Termination**

### ***6.1. Termination Upon Default***

Upon an Event of Default by Programmer under Sections 5.1.2.b. or 5.1.4. Licensee shall be permitted to terminate this Agreement immediately upon notice to Programmer. Upon the occurrence of any other Event of Default, the non-defaulting party may terminate this Agreement, provided that it is not also in material default of this Agreement, and may seek such remedies at law and equity as are available, including, without limitation, specific performance. If this Agreement is terminated as a result of Programmer's default in the performance of its obligations, all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable.

### ***6.2. Termination for Change in Governmental Rules or Policies***

The parties believe that the terms of this Agreement meet all of the requirements of current federal governmental policy, including that of the FCC, for time brokerage or local marketing agreements, and agree that they shall negotiate in good faith to meet any governmental concern with respect to this Agreement. If the parties cannot agree within a reasonable time to modification(s) deemed necessary by either party to meet such governmental requirements, either party may terminate this Agreement upon written notice to the other.

### ***6.3. Termination for a Change in Program Format.***

Licensee shall have the right to immediately terminate this Agreement upon any material change in the format of the Programming not in conformity with Section 2.1.

### ***6.4. Additional Licensee Termination Right.***

In the event that Licensee determines that it will ultimately surrender its FCC license for KYYs or KXTR, Licensee may terminate this Agreement by providing at least two months prior written notice to Programmer. Whether or not Licensee has ceased operation on the Station at anytime during the Term of this Agreement, Licensee will have no obligation to make any broadcast time available to Programmer.

### ***6.5. Certain Matters Upon Termination***

#### ***6.5.1. No Obligation to Provide Time***

Upon termination or expiration of this Agreement, Licensee shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities. Programmer shall be solely responsible for all of its liabilities, debts and obligations to third parties incident to Programmer's purchase of broadcast time under this Agreement, including, accounts payable.

#### *6.5.2. Return of Equipment*

Upon termination or expiration of this Agreement, Programmer shall return to Licensee any of Licensee's equipment or property (if any) used by Programmer, its employees or agents, in substantially the same condition as such equipment existed on the Effective Date, ordinary wear and tear excepted.

#### *6.6. Liability for Prior Conduct*

No expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under Section 4 of this Agreement or limit or impair any party's rights to receive or make payments due and owing in accordance with this Agreement on or before the date of such termination.

#### *6.7. Attorneys' Fees and Costs*

In the event any action or proceeding is commenced by either party to enforce the provisions of this Agreement or to seek remedies for a breach or wrongful termination of this Agreement, the prevailing party in such an action or proceeding shall be entitled to the award of its reasonable attorneys fees and costs incurred in and relating to such an action or proceeding.

### **7. Representations And Warranties**

#### *7.1. Representations and Warranties of Licensee*

Licensee and Entercom each hereby represents and warrants that:

##### *7.1.1. Organization and Standing*

Such party is a limited liability company duly established and in good standing under the laws of the State of Delaware and has all necessary right, power and authority to own or operate the Station's assets, to lease all leased assets and to utilize all of the Station's assets and to carry on the business of the Station.

##### *7.1.2. Binding Obligation*

Such party has all necessary power to enter into and perform this Agreement and the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of such party, enforceable in accordance with its terms.

##### *7.1.3. Absence of Conflicting Agreements or Required Consents*

The execution, delivery and performance of this Agreement by each party (a) do not and will not require the consent or approval of or any filing with any third party or governmental authority, other than the FCC; (b) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (c) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the

terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which such party or any of its assets is now subject; and (d) do not and will not violate any provision of such party's organizational documents.

## **7.2. *Representations and Warranties of Programmer***

Programmer hereby represents and warrants that:

### **7.2.1. *Organization and Standing***

Programmer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Kansas and, to the extent necessary, is in good standing as a foreign entity able to transact business in the States of Kansas and Missouri and has all necessary power and authority to perform its obligations hereunder.

### **7.2.2. *Authorization and Binding Obligation***

Programmer has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Programmer's execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Programmer and constitutes its valid and binding obligation enforceable against Programmer in accordance with its terms.

### **7.2.3. *Absence of Conflicting Agreements or Required Consents***

The execution, delivery and performance of this Agreement by Programmer: (a) do not and will not violate any provision of Programmer's organizational documents; (b) do not and will not require the consent of any third party or governmental authority; (c) do not and will not violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Programmer is now subject.

## **8. *Certifications***

### **8.1. *Programmer's Certification***

Programmer hereby certifies that this Agreement complies with the provisions of Sections 73.3555(a), (c) and (d) of the FCC's rules and regulations.

### **8.2. *Licensee's Certification***

Licensee hereby certifies that it shall maintain the ultimate control over the Station's facilities, including but not limited to control over the finances with respect to the

operation of the Station, over its personnel operating the Station, and over the programming to be broadcast by the Station.

## **9. Miscellaneous**

### **9.1. *Modification and Waiver***

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

### **9.2. *No Waiver; Remedies Cumulative***

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

### **9.3. *Governing Law***

The construction and performance of this Agreement shall be governed by the laws of the State of Kansas without regard to its principles of conflict of law.

### **9.4. *No Partnership or Joint Venture***

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

### **9.5. *Benefit and Assignment***

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Programmer shall not assign its rights under this Agreement without the prior written consent of ETM (which consent may be withheld or given at ETM's sole discretion).

### **9.6. *Headings***

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

### **9.7. Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

### **9.8. Notices**

Any notice, report, demand, waiver or consent required or permitted hereunder shall be in writing and shall be given by hand delivery, by prepaid registered or certified mail, with return receipt requested, or by an established national overnight courier providing proof of delivery for next business day delivery addressed as follows:

**If to ETM:** Entercom Kansas City, LLC  
Entercom Kansas City License, LLC  
7000 Squibb Road  
Mission, KS 66202  
Attn: Market Manager

*with a copy to:* Entercom Kansas City, LLC  
Entercom Kansas City License, LLC  
401 City Avenue, Suite 809  
Bala Cynwyd, PA 19004  
Attn: Legal Dept - Kansas City

**If to Programmer:** Reyes Media Group, LLC  
1701 South 55th Street  
Kansas City, KS 66106  
Attn: Edward Reyes  
Vice President

The date of any such notice and service thereof shall be deemed to be the day of delivery if hand delivered or delivered by overnight courier or the day of delivery as indicated on the return receipt if sent by mail. Either party may change its address for the purpose of notice by giving notice of such change in accordance with the provisions of this Section 9.8.

### **9.9. Severability**

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

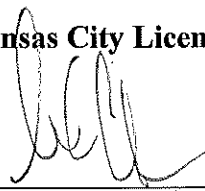
**[Remainder of Page Intentionally Blank]**

**[Signature Page Follows]**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized corporate officers and their respective corporate seals thereunto affixed on this the day and date first written above.

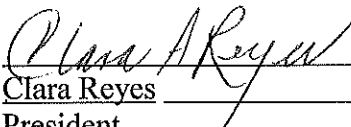
**Entercom Kansas City License, LLC**

By:  1/5/10  
Name: DAVE ALLEN  
Title: Vice President / Market Manager

**Entercom Kansas City, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President / Market Manager

**Reyes Media Group, LLC**

By:   
Name: Clara Reyes  
Title: President

## **SCHEDULE 2.4.1**

### **PROGRAM STANDARDS**

Programmer agrees to cooperate with Licensee in the broadcasting of programs in a manner consistent with the standards of Licensee, as set forth below:

1. **Political Programming and Procedures.** At least 90 days before the start of any primary or regular election campaign, Programmer will coordinate with ETM's Market Manager the rate Programmer will charge for time to be sold to candidates for public office and/or their supporters to make certain that the rate charged conforms to all applicable laws and the Station's policy. Throughout a campaign, Programmer will comply with all applicable laws and rules concerning political candidacy broadcasts and will promptly notify ETM's Market Manager of any disputes concerning either the treatment of or rate charged a candidate or supporter.

2. **Required Announcements.** Programmer shall broadcast an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station, and any other announcement that may be required by law, regulation, or the Station's policy.

3. **Commercial Record Keeping.** Programmer shall maintain such records of the receipt of, and provide such disclosure to Licensee of, any consideration, whether in money, goods, services, or otherwise, which is paid or promised to be paid, either directly or indirectly, by any person or company for the presentation of any programming over the Station as are required by Sections 317 and 507 of the Communications Act and the rules and regulations of the FCC.

4. **No Illegal Announcements.** No announcements or promotion prohibited by federal or state law or regulation of any lottery, game or contest shall be made over the Station. Licensee reserves the right to reject any game, contest or promotion which, in its reasonable judgment, it deems violative of any applicable FCC rule or federal, state or local law or regulation.

5. **Indecency, Hoaxes.** No programming violative of applicable laws and rules concerning indecency or hoaxes will be broadcast over the Station.

6. **Controversial Issues.** Any broadcast over the Station concerning controversial issues of public importance shall comply with the then current FCC rules and policies.

7. **Respectful of Faiths.** The subject of religion and particular faiths, tenets and customs shall be treated with respect at all times.

8. **Credit Terms Advertising.** Pursuant to rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws.

9. **No Plugola or Payola.** The broadcast of any material for which any money, service or other valuable consideration is directly or indirectly paid, promised to or accepted by, Programmer from any person is prohibited, unless at the time of such broadcast an

announcement is made that the programming is paid for or furnished by such third person. Programmer shall advise ETM's Market Manager with respect to any programming, including commercial material, concerning goods or services in which Programmer has a material financial interest.

10. Conflict in Programming or Advertising. Any programming or advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interests of the public, Licensee or the Station is prohibited.

11. Licensee's Discretion Paramount. In accordance with Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with the Station's policy or which, in the good faith, reasonable judgment of Licensee or its Market Manager would be contrary to the Act or the Rules.

12. Programmer agrees that all programming supplied by it hereunder will be primarily Spanish language. To that end, Programmer agrees that at least 80% of the music broadcast on the Station will be Spanish language music and at least 50% of the spoken non-music programming will be Spanish language.

Licensee may waive any of the foregoing regulations in specific instances if, in its reasonable opinion, good broadcasting in the public interest will be served thereby.

## Exhibit A

### Payola and Plugola Certification

During the term of my employment, neither I nor any member of my immediate family (including my spouse, child or any other member of my household) has accepted, solicited or agreed to accept any money, service, gift, or favor or other thing of value whatsoever to influence any decision by me as to matters to be broadcast on the station and will not do so in the future. Neither I nor any member of my immediate family, as defined above, has received (and in the future will not accept) any social courtesy or gift exceeding in the aggregate in a single year a value \$25.00 from any person, entity, firm or institution involved in any of the following activities:

- record manufacturing or distributing;
- music publishing;
- the creation, production, performance, distribution, manufacturing or exploitation of music, films, tapes, recordings, electrical transcriptions, or any live or recorded programming;
- the ownership or exploitation of any musical, dramatic, literary or related copyright or performance right;
- radio or television broadcasting (other than the station);
- advertising and advertising services;
- any business desiring to advertise or promote its products or services in the coverage area of Entercom's stations;
- concerts and nightclubs;
- performers, performing groups, professional sports teams, or any other potential supplier of radio or television program material;
- public relations firms, consulting firms, or other firms or individuals that deal in, represent or promote any of the above.

By signing below, I confirm that I have not participated (and in the future will not participate) in considering, selecting or preparing for broadcast any program or program material which had as its subject, or which could in any way materially affect, any business activity or concern in which I or any member of my immediate family, as defined above, held or hold a business or financial interest (including any position as officer, director or employee), except those reported to station management and as listed below.

I have received a copy of and understand the provisions of Sections 317 and 507 of the Communications Act of 1934, as amended, and Section 73.1212 of the rules of the FCC. I agree to abide by such rules and regulations.

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



ANDREW P. SUTOR, IV  
SENIOR VICE PRESIDENT

March 26, 2015

Reyes Media Group, LLC  
1701 South 55<sup>th</sup> Street  
Kansas City, KS 66106  
Attn: Edward Reyes, Vice President

RE: **TIME BROKERAGE AND PROGRAM SERVICES AGREEMENT**  
**- AMENDMENT AND EXTENSION**

Dear Mr. Reyes,

This letter is in reference to that certain Time Brokerage and Program Services Agreement, dated November 8, 2010 (the "**Agreement**"), by and among Entercom License, LLC (formerly Entercom Kansas City License, LLC) ("**License**"), Entercom Kansas City, LLC ("**Entercom Kansas City**" and collectively with License "**Entercom**") and Reyes Media Group, LLC ("**Reyes**"), relating to the operation of radio station KYYS, 1250 kHz, Kansas City, Kansas (Facility ID No. 73938).

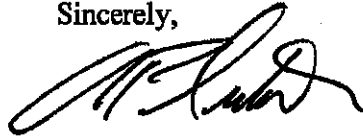
Entercom and Reyes hereby agree to amend the Agreement as follows:

1. Section 1.2 of the Agreement is hereby amended to reflect that the Term will end on November 15, 2016.
2. Section 1.3 of the Agreement is hereby amended to include the payment schedule shown on the attachment hereto (the "**Payment Schedule**") with respect to the amount remaining past due under the Agreement, and the future payments due for the remainder of the Term.

All terms and provisions of the Agreement not expressly modified herein shall remain in full force and effect and are binding on Entercom and Reyes.

Please sign this letter and return to me as your acceptance and understanding to these terms and conditions.

Sincerely,



Andrew P. Sutor, IV  
Senior Vice President / General Counsel

Agreed to and Accepted:  
Reyes Media Group, LLC

By: Diana Reyes Raymer.  
Name: Diana Reyes Raymer.  
Title: General Manager.

Date: 3/20/15

cc: Dave Alpert, Vice President and Market Manager

February 5, 2016

Reyes Media Group, LLC  
1701 South 55<sup>th</sup> Street  
Kansas City, KS 66106  
Attn: Edward Reyes, Vice President

**RE: TIME BROKERAGE AND PROGRAM SERVICES AGREEMENT  
- SECOND AMENDMENT AND EXTENSION**

Dear Mr. Reyes,

This letter is in reference to that certain Time Brokerage and Program Services Agreement, dated November 8, 2010 (as amended March 25, 2015) (the "**Agreement**"), by and among Entercom License, LLC (formerly Entercom Kansas City License, LLC) ("**Licensee**"), Entercom Kansas City, LLC ("**Entercom Kansas City**") and collectively with License ("**Entercom**") and Reyes Media Group, LLC ("**Reyes**" or "**Programmer**"), relating to the operation of radio station KYYs, 1250 kHz, Kansas City, Kansas (Facility ID No. 73938).

Entercom and Reyes hereby agree to amend the Agreement as follows:

1. Section 1.2 of the Agreement is hereby amended and restated as follows:

"The term of the Agreement (the "**Term**") will commence on November 15, 2010 (the "**Commencement Date**") and end on the first to occur of the following: (a) January 31, 2019; (b) if the FCC issues an order (which need not be a final order), or otherwise takes any action, which will terminate the Special Temporary Authority (the "**STA**") issued by the FCC, or otherwise revoke the authority, permitting the Licensee to continue to operate both KYYs-AM (1250 KHz, Kansas City, Kansas) and KWOD(AM) (1660 KHz, Kansas City, Kansas), then five (5) days after written notice by Licensee to Programmer, provided that in any event, this Agreement shall automatically terminate upon the termination of the STA; (c) if the Licensee enters into an agreement to sell either or both of KYYs(AM) or KWOD(AM), then upon ten (10) days written notice by Licensee to Programmer; or (d) the termination of this Agreement pursuant to Section 6 hereof."

2. Section 1.3 of the Agreement is hereby amended to add that starting February 1, 2016, Programmer shall pay Entercom monthly in advance on the first day of every calendar month \$16,000 per month .

3. A new Section 2.3.6 shall be added as follows:

“Licensee shall have the right to broadcast all programming, including but not limited to commercial inventory, it is obligated to broadcast on the Station pursuant to its agreement with the Kansas City Royals Baseball Corporation.”

All terms and provisions of the Agreement not expressly modified herein shall remain in full force and effect and are binding on Entercom and Reyes.

Please sign this letter and return to me as your acceptance and understanding to these terms and conditions.

Sincerely,

Andrew P. Sutor, IV  
Senior Vice President / General Counsel

Agreed to and Accepted:  
Reyes Media Group, LLC

By: *Clara Reyes*  
Name:  
Title: *President*

Date: *2-5-16*

cc: Dave Alpert, Vice President and Market Manager