

## Low Power FM Radio Service Partial Voluntary Time Share Agreement

This Partial Voluntary Time Share Agreement (“Agreement”) is entered into by and between Central Coast Maintenance Association (“CCMA”), a California non-profit mutual benefit corporation having a place of business at 1645 Trilogy Parkway, Nipomo CA 93444, and United Way Of San Luis Obispo County (“United Way”), a California non-profit corporation having a place of business at 1288 Morro Street, San Luis Obispo, CA 93401.

WHEREAS, the Federal Communication Commission, in order to award two Mutually Exclusive applicants use of a single FM frequency in The Low Power FM Radio Service created by the Commission in January 2000, must resolve, through an Agreement, particular times and days that each applicant can broadcast during the week.

WHEREAS, CCMA has selected channel 300 (107.9 MHz) in its application (FCC ID 195319) and United Way has also selected channel 300 (107.9 MHz) in its application (FCC ID 193424), making them members of Group #30 of the FCC's Mutually Exclusive LPFM Applications list.

NOW THEREFORE, CCMA and United Way wish to enter into this Agreement to resolve their Mutually Exclusive status by hereby acknowledged and agreed as follows:

1. CCMA will broadcast exclusively from 6:00:00 am to 9:59:59 am, seven days per week.
2. United Way will broadcast exclusively from 10:00:00 am to 5:59:59 am, seven days per week.
3. An advisory committee will be formed with three members from each applicant. They will meet from time to time to review issues related to running a broadcast facility. If there is a tie vote, then a temporary member, agreeable to both parties, can join the committee to resolve the difference with their vote.
4. From time to time, broadcast time may become available, which may be filled by the other applicant, under approval and guidance from the advisory committee.
5. The governing boards of CCMA or United Way, at their sole discretion, can withdraw their FCC license and terminate this agreement.
6. This Agreement will bind and inure to the benefit of each party's principals, agents, representatives, employees, officers, directors, shareholders, partners, and affiliated and subsidiary companies; all persons acting through, under the authority of, or in concert with any of them; and their successors, assigns, and administrators.
7. This Agreement contains the entire agreement between the parties respecting the matters set forth in the Agreement and supersedes all prior agreements between the parties respecting those matters.

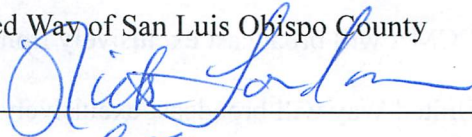
8. No amendment or other modification, rescission, release, annulment, or assignment of any part of this Agreement will be effective except pursuant to a written agreement subscribed by the duly authorized representatives of both parties.
9. The persons signing this Agreement represent and warrant that they have the necessary power, consent, and authority to execute and deliver this Agreement on behalf of each of the parties.
10. This Agreement shall be deemed to have been entered into in San Luis Obispo County, State of California, and all questions concerning the validity, interpretation, or performance of any of its terms of provision or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of California.
11. If any party hereto brings an action against the other by reason of any breach or default of any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party all expenses of litigation, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed and delivered this Agreement on the dates noted below, to be effective as of the date of the last signature below.

Central Coast Maintenance Association

United Way of San Luis Obispo County

BY: 

BY: 

Its: President

Its: CEO

Date: 4/2/14

Date: 3/26/14