

Time Brokerage Agreement and Certification

As of January 1, 2016 (the "Effective Date"), this **Time Brokerage Agreement and Certification** (the "Agreement") is made by and between **RZ Radio LLC**, a Nevada limited liability company ("Licensee"), and **Point Broadcasting LLC**, a California limited liability company (collectively "Time Broker").

This Agreement is made by Licensee and Time Broker (each a "Party" and collectively the "Parties") in light of the following circumstances and intentions:

A. Licensee holds licenses issued by the Federal Communications Commission ("FCC") to operate radio broadcast stations KTPI (FM), Mojave, California; KTPI (AM), Mojave, California; and KAVL (AM), Lancaster, California; (each a "Station" and collectively the "Stations").

B. The Parties desire that Licensee provide one or more discrete blocks of broadcast time on each Station to Time Broker and that Time Broker supply programming to fill that time and sell commercial spot advertising, program length commercials, mentions and other sponsored or promotional broadcast materials (collectively "Advertising") within such blocks of time in accordance with the terms and conditions set forth herein and all FCC rules, regulations, policies, rulings and governing statutes (collectively "FCC Rules") pertaining thereto.

Therefore, in consideration of the mutual obligations set forth below, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Certifications.

1.1. Ultimate Control by Licensee. Licensee hereby certifies that Licensee maintains (and will continue to maintain) ultimate control over each Station's facilities including, specifically, control over each Station's finances, personnel and programming.

1.2. Compliance with Multiple Ownership Rules. Time Broker hereby certifies that this Agreement complies with the provisions of paragraphs (a), (c) and (d) of Section 73.3555 of the FCC's Rules and Regulations.

2. Term of Agreement.

2.1. Initial and Renewal Terms. The Initial Term of this Agreement (the "Initial Term") shall commence on the Effective Date and expire on the first anniversary of the Effective Date, unless it is earlier terminated as provided herein. On each anniversary of the Agreement Date, this Agreement shall be extended automatically for a Renewal Term of One Year (each a "Renewal Term") unless either Party elects to provide a written notice of non-renewal to the Other Party at least One Hundred Eighty (180) days prior to the expiration of the Initial Term or Renewal Term then in effect, or unless it is earlier terminated as provided herein. The "Term" of this Agreement shall mean its Initial Term together with each, if any, of its implemented Renewal Terms.

3. Licensee's Provision of Station Broadcast Time and Facilities for Programming Supplied by Time Broker.

3.1. Provision of Broadcast Time and Facilities. During the Term of this Agreement, and subject to its terms, conditions and other provisions, Licensee hereby makes each Station's broadcast time and

facilities available to Time Broker for (a) the broadcast of programming supplied by Time Broker in one or more discrete blocks of broadcast time, totaling up to One Hundred Sixty Four (164) hours per week of each Station's broadcast time and facilities, but not in any event more than the maximum permissible amount of such time under applicable FCC Rules, and (b) the sale by Time Broker of Advertising within such blocks of time in accordance with Licensee's policies and standards and applicable FCC Rules (including but not limited to those prohibiting unlawful discrimination in Advertising sales).

3.2. Reservation of Broadcast Time for Licensee's Own Programming. Licensee hereby reserves Four (4) hours per week of broadcast time and facilities per Station for the broadcast of Licensee's own programming to address community needs and interests and issues of public importance in each Station's service area, but not in any event less than the minimum permissible amount of such time under applicable FCC Rules. Such programming by Licensee shall be broadcast at regularly scheduled times that comply with applicable FCC Rules and are mutually agreeable to the Parties from time to time, with such agreement not to be unreasonably withheld or delayed by any Party.

3.3. Right to Preempt and Use Additional Time for Licensee's Own Programming. Licensee also shall be entitled to devote additional broadcast time and facilities per week per Station to Licensee's own programming to the extent, if any, that doing so (a) is necessary to serve community needs and interests and issues of public importance in each Station's service area in accordance with applicable FCC Rules or (b) is otherwise required by other applicable laws or regulations, if any.

3.4. Licensee's Ultimate Control Over Station Facilities. Each Party acknowledges that Licensee must maintain ultimate control over each Station's facilities including, specifically, each Station's finances, personnel and programming in accordance with applicable FCC Rules. Each Party shall respect and comply in full with this requirement at all times.

3.5. FCC Licenses. Licensee shall maintain each Station's FCC license in good standing and full force and effect at all times during the Term of this Agreement.

3.6. Station Facilities Provided "As-Is". All Station facilities provided hereunder by Licensee are provided on a strictly "*As-Is, Where-Is and With All Faults*" basis, and in accordance only with Licensee's duties and obligations as specifically stated in this Agreement, with no express or implied expansion thereof.

3.7. Disclaimer of Warranty. Licensee disclaims and makes no representation or warranty whatsoever, whether express or implied, to Time Broker (or any other person or entity) regarding any Station facilities provided hereunder, including but not limited to disclaimers of all implied representations or warranties of merchantability, or fitness for any particular purpose, or non-infringement, unless and to the minimum extent, if any, that such representations and warranties are required and not waivable under applicable law, regulation or official policy.

4. Compensation for Use of Station Broadcast Time and Facilities.

4.1. Use Fees and Reimbursements. As compensation for Time Broker's use of the broadcast time and facilities of each Station hereunder, Time Broker shall pay to Licensee the amounts described in Schedule 4.1 hereto, including (a) use fees, (b) reimbursements of various costs and expenses paid by Licensee, and (c) surcharges based on the financial performance of the time brokerage arrangements hereunder. All salaries, costs and expenses of personnel, lessors, utilities, services, and other providers or vendors that are required by applicable FCC Rules to be paid by the Licensee directly (the "Direct Payment Expenses") shall be so paid by Licensee, and not under any circumstance by Time Broker. If any Direct Payment Expenses paid by Licensee are to be reimbursed by Time Broker, such reimbursements shall be paid by the Time Broker directly to Licensee, and not under any circumstance by

Time Broker directly to the personnel, lessors, utilities, services, and other providers or vendors involved.

4.2. Production Costs and Expenses. Time Broker shall pay and be solely responsible for all costs and expenses incurred in its production and delivery of its programming provided hereunder. To this end, Time Broker shall employ and be solely responsible for all salaries, commissions, payroll taxes, payroll or withholding items (insurance, unemployment, income taxes and the like) and all other employment related costs or expenses for its own personnel and contractors involved in such production and delivery (including but not limited to the services of its on-air personalities and its production, development, marketing, sales, traffic, financial, engineering and other personnel, but not including personnel employed by Licensee).

4.3. Sales Commissions and Expenses. Time Broker shall pay and be solely responsible for all commissions, costs and expenses attributable to Time Broker's sale of Advertising within or incidental to its programming on each Station, including but not limited to commissions due to account executives, sales representatives, or other agents employed or engaged by Time Broker. In the event that this Agreement expires or is ever terminated, there shall be no obligation hereunder requiring Licensee to continue to use or engage any such account executive, sales representative or agent of Time Broker, or requiring Time Broker or any such account executive, sales representative or agent of Time Broker to continue to provide time brokerage services to Licensee.

4.4. Property Taxes. Each Party shall each pay and be solely responsible for its own property or ad valorem taxes, if any, that are or become assessed on such Party's property used in connection with this Agreement.

4.5. Rental of Space for Studio or Transmission Facilities. If and to the extent that Licensee now or hereafter locates all or any portion of any Station's studio or transmission facilities in or on space that is owned, leased or licensed by Time Broker, Licensee shall have pedestrian and vehicular access to and from, and power, telephone and telecom connectivity at, and use of such space at all dates and times on an unrestricted basis. However, if and to the extent that any of the foregoing is subject to any restriction in governing laws, regulations, deeds, CC&R's, or master leases, easements, licenses or use agreements, Licensee agrees to accept each such restriction and shall comply therewith. A copy or description of the terms of any such space rental to Licensee, if any exists or hereafter occurs, shall be associated with this Agreement as a rider hereto if and to the extent required by applicable FCC Rules.

4.6 Nonexclusive License for Broadcast of Programming Supplied by Time Broker. Time Broker hereby authorizes each Station to broadcast the programming supplied to such Station hereunder during the broadcast time provided to Time Broker hereunder and using the Station facilities provided to Time Broker hereunder. Such programming is owned or licensed solely by Time Broker, and Licensee and Time Broker hereby acknowledge that they have no ownership or proprietary interest therein. This authorization does not permit Licensee to broadcast or use such programming at any other time or using any other facilities, nor to re-use, sublicense, lease, sublet, rent, sell, transfer, assign, delegate or otherwise exploit such programming, whether in whole or in part, in any other manner or for any other purpose, all of which are hereby strictly prohibited, unless and to the extent that Time Broker provides Licensee with prior written consent applying specifically thereto in each instance. This authorization is nonexclusive in that Time Broker may, at its option, provide such programming for use by any other person or entity at any time or place, without any restriction arising from this Agreement or License.

5. Licensee's Ultimate Control of the Station Facilities.

5.1. Licensee Has Ultimate Control of Each Station's Programming. Licensee retains ultimate responsibility to ensure that each Station broadcasts programming meeting community needs and interests and issues of public importance in such Station's service area. To this end, Licensee retains the rights, in

its discretion: (a) to broadcast its own programming on such needs, interests and issues, and (b) to interrupt and preempt the programming of Time Broker (i) in an emergency or (ii) for programming determined by the Licensee to be of greater local, regional or national public importance. Licensee's exercise of such discretion shall be in good faith. Licensee and Time Broker shall coordinate to ensure that each Station broadcasts its hourly Station identification and other announcements required to be broadcast under applicable FCC Rules. Licensee shall maintain each Station's local public inspection file in accordance with applicable FCC Rules, and shall timely prepare and place in each Station's public inspection file all material required thereunder, including without limitation such Station's quarterly issues and program lists. Time Broker shall provide Licensee with information concerning Time Broker's programming and Advertising therein if and to the extent that doing so is necessary or desirable to assist Licensee in preparing such material. Licensee shall maintain each Station's logs in accordance with applicable FCC Rules. Licensee shall receive and respond to telephone inquiries and complaints regarding each Station, and shall control and oversee each remote control point of each Station.

5.2. Licensee Has Ultimate Control of Station Operations. Licensee retains ultimate responsibility to ensure that the main studio and transmitter facilities for each Station are maintained in accordance with its FCC license and applicable FCC Rules. To this end, Licensee shall employ (a) a General Manager who shall direct the day-to-day operations of each Station, (b) one or more other persons, whether full or part time, if and to the extent that Licensee's employment of such personnel is required by applicable FCC Rules, and (c) other personnel, if and to the extent that such personnel are necessary for the broadcast of Licensee's own programming on the Stations. Licensee shall maintain exclusive control over the management of each Station and its operations. Licensee shall have ultimate responsibility for (x) each Station's compliance with all applicable FCC Rules and other laws and regulations, (y) payment of all operating costs and expenses of each Station, including but not limited to maintenance of each Station's studio and transmitting facility and its use of power, telephone and telecommunications for the same, and (z) payment of all salaries, commissions, payroll taxes, payroll or withholding items (insurance, unemployment, income taxes and the like) and other employment related costs or expenses pertaining to its own employees at each Station. The foregoing costs and expenses paid by Licensee are subject to reimbursement paid by Time Broker to Licensee if and to the extent that such reimbursement is mandated in Schedule 4.1 or elsewhere in this Agreement.

5.3. Licensee's Supervision of Time Broker's Personnel and Activities. Whenever any of Time Broker's employees, agents or other personnel is present on the premises or working with any equipment at any of the Stations, each such person shall be subject to the overall supervision of Licensee's General Manager, and each shall comply promptly with such General Manager's directions.

5.4. Time Broker Prohibited from Interfering With Licensee's Operation of the Stations. Time Broker shall not, directly or indirectly, control, supervise or interfere with the operations of any of the Station facilities or any of Licensee's personnel, nor shall it attempt to do so. Such operations and personnel shall be under the ultimate control of Licensee, including their finances, employees and programming. However, in performing its responsibilities hereunder, Licensee shall avoid interfering unnecessarily with Time Broker's internal operations that are not required under applicable FCC Rules to be under Licensee's ultimate control.

5.5. Limits on Third-Party Agreements. Time Broker shall not enter into any third-party contract, lease or agreement that would bind Licensee in any way not contemplated by this Agreement, without Licensee's prior written consent thereto. No Party shall enter into any other agreement with any third-party person or entity that would conflict with or result in breach of this Agreement by either Party.

6. Station Programming Policies.

6.1. Compliance with FCC Rules and Other Applicable Laws or Rights. The Parties shall comply in all material respects with all applicable laws, regulations, and official policies and rulings, and

all proprietary rights, including but not limited to all applicable FCC Rules and all applicable patents, copyrights, trademarks and other intellectual property rights. All programs shall be prepared, presented, transmitted and performed in compliance therewith.

6.2 Time Broker Responsible for the Cost of its Programming. Time Broker shall be solely responsible at its own expense for obtaining and producing all of its programming contemplated by this Agreement, including but not limited to paying compensation lawfully due for use of creative or artistic rights, material or personnel in such programming. Time Broker represents and warrants to Licensee that full authority has been or will be obtained for its programming to be broadcast on each Station and that doing so will not violate any patents, copyrights, trademarks, any other intellectual property rights of any kind or form.

6.3. Technical Quality Standards. Licensee and Time Broker shall cooperate to ensure that the technical quality of programming and broadcast transmissions on each Station, including but not limited to Advertising supplied by Time Broker, shall meet or exceed the standards that Licensee has set for such programming and broadcast transmissions. Time Broker shall use reasonable efforts to notify Licensee at least Twenty Four (24) hours in advance of any material decline in technical quality of programming provided by Time Broker for broadcast on any Station.

6.4. Suspension or Cancellation of Programming. If Licensee determines in good faith that a Station's broadcast of any program material supplied by Time Broker would be unlawful, unsatisfactory, unsuitable or contrary to the public interest, Licensee may, upon prior written notice to Time Broker, suspend or cancel the broadcast of such program material without incurring liability to Time Broker for such suspension or cancellation. Licensee may suspend or cancel such broadcast without such prior written notice if time or circumstances reasonably do not permit such notice to be provided prior to such suspension or cancellation.

6.5. Public Service Programming. The Parties shall cooperate, under Licensee's direction, to ensure that each Station broadcasts programming responsive to community needs and interests and issues of public importance in each Station's service area in compliance with applicable FCC Rules. If Time Broker has disclosable information that would assist Licensee in preparing records or reports required by the FCC or other governmental authorities, Time Broker shall provide such information to Licensee upon its request.

6.6. Payola Prohibition and Sponsorship Identification. Neither Time Broker nor any of its employees or personnel shall accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, for the broadcast of any program content on any Station, unless the payer thereof is identifiable as a sponsor in such program content to the extent required, if any, by applicable FCC Rules. On each anniversary date of this Agreement, Time Broker shall provide Licensee with a Payola Affidavit executed by Time Broker and a separate Payola Affidavit executed by each of its employees involved with the provision of programming on one or more of the Stations, using a form of Payola Affidavit customarily used in the industry, or then used by Time Broker in its own broadcast stations, if any.

6.7. Political Advertising. Time Broker shall assist Licensee in complying with all applicable FCC Rules regarding political broadcasting. Each Party shall promptly supply to the other Party all information that may be necessary to comply with such applicable FCC Rules, including but not limited to all inquiries concerning the broadcast of political advertising, lowest unit rates, equal opportunities, reasonable access for Federal candidates, political files and other political advertising requirements. Licensee, in consultation with Time Broker, shall develop a statement that discloses its political broadcasting rates and policies to political candidates, and Time Broker shall follow those rates and policies in the sale of political programming and advertising. In the event that Time Broker fails to satisfy the political broadcasting requirements under applicable FCC Rules, then to the extent necessary

to assure compliance with such requirements, Time Broker shall either provide rebates to political advertisers or release broadcast time or advertising availabilities for use by the affected political candidates.

6.8. Confidential Review. Licensee shall be entitled to elect to review, from time to time, on a confidential and commercially reasonable basis, Time Broker's end-product program material for any one or more of the Stations. Upon and to the extent requested by a Party, the other Party shall promptly provide the requesting Party with copies of all correspondence and complaints, if any, that the other Party has then received from the public (including telephone or telecom logs of such complaints) regarding programming supplied by Time Broker on any of the Stations, and copies of all program logs and promotional materials regarding such programming. However, the foregoing shall not entitle Licensee to review the internal corporate or financial records of the Time Broker.

6.9. Call Letters. The Parties shall cooperate with one another in selecting and obtaining one or more call letter changes for any Station in the event that Time Broker notifies Licensee that it has determined that such changes should be made to better reflect or enhance the programming, promotion, ratings, performance or audience recall of the Station.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party ("Representing Party") represents and warrants to the Other Party that: (a) the Representing Party has all requisite legal and organizational power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform or satisfy all of the terms, conditions, covenants, obligations and duties to be performed or satisfied by the Representing Party hereunder; (b) the execution, delivery, and performance by Representing Party of this Agreement and the documents contemplated hereby have been duly authorized by all necessary legal and organizational action on the part of Representing Party; (c) this Agreement has been duly executed and delivered by Representing Party and constitutes the legal, valid, and binding obligation of Representing Party, enforceable against Representing Party in accordance with its terms, unless and to the extent, if any, that the enforceability of this Agreement is or becomes affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, or by judicial discretion in the enforcement of equitable remedies; and (d) the execution, delivery, and performance by Representing Party of this Agreement and the documents contemplated hereby, whether with or without the giving of notice, the lapse of time, or both (i) do not require the consent of any third-party person or entity, and (ii) will not conflict with any provision of the organizational documents of Representing Party, and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any material agreement, instrument, license, or permit to which Representing Party is a party or by which Representing Party is bound.

7.2. Representation Survival Period. The representations and warranties of the Parties under this Agreement shall survive for a period of two (2) years after the expiration or termination of this Agreement in accordance with its terms (the "Representation Survival Period"). Any claim pertaining to any representation or warranty hereunder must be asserted on or before expiration of this Survival Period.

8. Indemnification.

8.1. Mutual Indemnifications. Each Party ("Indemnifying Party") shall indemnify and hold the Other Party harmless from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable attorney's fees and costs) of every kind, nature and description (collectively, "Damages"), resulting from (a) any material misrepresentation by the Indemnifying Party in connection with this Agreement; (b) any material breach by the Indemnifying Party of any of its warranties, covenants or other obligations under this Agreement; (c) any negligence or willful misconduct of the Indemnifying Party or any of its employees or agents in connection with any matter contemplated

by this Agreement, and (d) any third-party claim relating to use by the Indemnifying Party of any Station or its facilities, or the production or broadcast of any programming by the Indemnifying Party on any Station, or the sale of Advertising by the Indemnifying Party on any Station, including but not limited to any third-party claim for defamation, invasion of privacy, violation of any copyright, trademark, patent, license or other intellectual property right, unauthorized use of any name, voice, image, likeness, persona or other similar personality right, or violation of any applicable FCC Rule or other applicable law or regulation, or any resulting forfeiture, penalty, fine or judgment imposed by the FCC, FTC or other government agency or court.

8.2. Indemnification Survival Period. The indemnifications hereunder shall survive the expiration or termination of this Agreement for a period two years thereafter (the "Indemnification Survival Period"). Any claim pertaining to any indemnification hereunder must be asserted on or before expiration of this Survival Period.

8.3. No Indemnification or Subrogation for Insured Claims. The indemnification hereunder shall be extinguished, and shall not cover, any claim if and to the extent that it is covered or mitigated by any insurance or risk management or hedging arrangement (collectively "Insurance Arrangements"). No benefit or award due under or paid by any one or more Insurance Arrangements shall entitle the insurer, or any counterparty to the same, to any right of or claim to subrogation against, or reimbursement from, the Indemnifying Party.

8.4. Indemnification Procedures. A Party seeking indemnification (the "Claimant") shall give prompt written notice of its indemnification claim to the Indemnifying Party, specifying in reasonable detail the factual basis for the claim. With respect to a claim by a third-party person or entity, the Indemnifying Party shall have the right, at its own expense, to assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party. In this event, the Claimant shall have the right to participate in the defense of such claim at its own expense.

8.5. FCC Proceedings Involving This Agreement. In the event that this Agreement ever becomes the subject of an FCC proceeding, the Parties shall jointly participate therein, and shall share equally the costs of such participation, including reasonable attorney's fees and costs incurred therein.

9. Termination And Remedies Upon Default.

9.1. Termination. Upon written notice by the terminating Party to the other Party, this Agreement may be terminated:

- (a) By written Mutual Consent of both Parties; or
- (b) By Licensee, if Time Broker is in breach of any of its material obligations under this Agreement and such breach is not cured within thirty (30) days after the effective date of written notice thereof to Time Broker from Licensee; or
- (c) By Time Broker, if Licensee is in breach of any of its material obligations under this Agreement and such breach is not cured within thirty (30) days after the effective date of written notice thereof to Licensee from Time Broker; or
- (d) By Time Broker, if the FCC license or any other necessary authorization to construct or operate any of the Stations is denied by final order, or expires and is not renewed, or is revoked by final order, or is assigned by the Licensee, or by operation of law, to a third-party person or entity without such third-party person or entity assuming (or being obligated to assume) Licensee's obligations under this Agreement sufficiently to permit Time Broker to continue to supply programming to any such Station under this Agreement; or

(e) By either Party, if this Agreement is reasonably determined by such Party to be (i) unlawful, invalid or unenforceable, in whole or material part, and (ii) not reasonably feasible to cure under the Severance and Reformation provisions of this Agreement, due to (1) a change in applicable FCC Rules that has become effective, whether or not such change is final; or (2) an adverse official order or decree by the FCC (or other agency or court of competent jurisdiction) that has become effective and is final.

For purposes of this Agreement, a rule change, order or decree becomes "final" when it is effective and no longer subject to administrative or court reconsideration, review or appeal.

9.2 Collections Following Expiration or Termination. During any period prior to the effective date of any expiration or termination of this Agreement, the Parties shall cooperate in good faith to enable each Station's operations to continue in accordance with the material terms of this Agreement and in a manner that will avoid or mitigate, to the extent reasonably feasible, material disruption of Station operations due to such expiration or termination. Following such expiration or termination (whether for cause or not), upon written request of Time Broker, Licensee shall use commercially reasonable efforts (without any obligation to institute litigation) to collect Time Broker's accounts receivable for the Stations for a period of One Hundred Eighty (180) days after the date of such expiration or termination (the "Collection Period"). Time Broker may elect to retain responsibility for collecting all or part of such accounts receivable, and such collections by Licensee shall be made only to the extent that accounts receivable are designated by Time Broker for collection by Licensee. Licensee shall promptly remit to Time Broker all such collections received in each calendar month during the Collection Period on or before the fifteenth (15th) day of the following calendar month. Collections by Licensee from a client having accounts receivable due to both Licensee and Time Broker shall be applied by Licensee first to Time Broker's accounts receivable (and not to Licensee's accounts receivable) until Time Broker's accounts receivable from such client are paid in full.

9.3. Force Majeure. No Party shall be liable hereunder to any other Party for failure or impairment of any of the Stations or their facilities, or any delay or interruption in the broadcast of programs thereon, or failure at any time to furnish facilities, in whole or in part, for broadcast use, due to (a) Force Majeure (sometimes referred to as "Act of God"), (b) labor or employment dispute, (c) interruption or reduction in the supply of power, communications, supplies, materials or personnel due to any action or inaction of unrelated third-party persons or entities, (d) war, terrorism, riot, civil disturbance, flood, fire, storm, wind, earthquake, landslide, tsunami or volcanic event, (e) any other cause not reasonably within the direct control of such Party, or (f) any power or access interruption or reduction reasonably necessary for maintenance of Station towers, equipment or facilities, or those of other collocated stations or facilities. However, nothing in this paragraph shall excuse a Party for liability in connection with any of the foregoing if and to the extent that it arises from such Party's negligence or willful misconduct.

9.4 Remedies are Cumulative. To the fullest extent legally permissible, remedies available under this Agreement or applicable law shall be cumulative, and not in lieu of one another. In the event that this Agreement is ever terminated by a Party due to an uncured breach of this Agreement by the other Party, all other remedies of the terminating Party under this Agreement or applicable law (and not otherwise excluded or waived hereunder) shall remain available to the terminating Party.

10. General Provisions.

10.1 Amendments and Waivers. This Agreement may be amended or modified only in a writing signed by each Party. This Agreement or any provision hereof may be waived only in a writing signed by each Party making the waiver. A waiver in any one instance shall not constitute a waiver of any other action or inaction in any other instance, regardless of how similar it may be to the action or inaction covered by the waiver. No delay in any Party's enforcement of any right hereunder shall be considered, in and of itself, to be a waiver.

10.2. Binding Effect and Limits on Assignment of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Neither Party may assign any of its rights, duties, obligations or liabilities under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Furthermore, either Party may assign any, some or all of its rights, duties, obligations or liabilities under this Agreement upon written notice to the other Party (without requiring its consent) if such assignment is made to a successor in interest to the assigning Party's broadcast business, or to a wholly owned subsidiary of the assigning Party, or to a parent or affiliate entity of the Assigning Party that is under common ownership and control with the assigning Party. In each case, the assigning Party shall continue to remain obligated under this Agreement in the event of an uncured breach of this Agreement by such assignee.

10.3. Notices. All notices and other communications required or permitted to be given to a Party under this Agreement shall be in writing and shall be effective upon (a) delivery to the recipient in person, or (b) delivery to the recipient's notification address by a nationally recognized overnight delivery service able to provide a record of such delivery. Each Party's initial notification address appears on its signature page for this Agreement. A Party may change its notification address from time to time by providing written notice of such change to the other Party.

10.4. Interpretation. The titles, captions and headings in this Agreement are merely for convenience of reference, and shall not affect or limit the text of this Agreement as written. Every term or provision of this Agreement shall be interpreted in accordance with its plain meaning. In the event of an ambiguity in any term or provision, it shall be interpreted in light of its context and the overall intent of the Parties in entering into this Agreement, and not strictly against its author. The term "legally permissible" means matters that are not prohibited by applicable law, whether or not such matters are affirmatively permitted by applicable law.

10.5. No Partnership or Joint Venture. Nothing in this Agreement shall be interpreted to create a partnership, joint venture or association between or among the Parties.

10.6. Reformation and Severability. In the event that any one or more provisions of this Agreement, or the application thereof, is determined to be unlawful, invalid or unenforceable, each such offending provision shall be reformed promptly and in good faith by the Parties to the minimum extent necessary to make such provision lawful, valid and enforceable. If such reformation is not reasonably feasible, such unreformable provisions shall be severed from this Agreement and disregarded, and the remaining lawful provisions of this Agreement (including reformations thereof) shall continue in full force and effect.

10.7. Governing Law and Venue. This Agreement shall be interpreted, governed and enforced in accordance with the applicable laws of the State where the Stations are located and the United States of America, without regard to any law or principle regarding the choice of laws (whether therein or elsewhere) calling for the application of the law of any other state or nation. Venue for court or administrative actions, suits or proceedings regarding the foregoing shall reside exclusively in the Federal and State courts and agencies in the County where the principal business office of the Stations is then located (the "County").

10.8. Waiver of Jury Trial. *Each Party on its own behalf, and on behalf of each of its principals, successors, and all other persons or entities claiming through them, if any, hereby voluntarily and irrevocably waive each and every right each may have or obtain to a jury trial of any one or more claims, causes of action or disputes in any one or more court, judicial or other trial proceedings arising from or incidental to this Agreement, or any matter contemplated by this Agreement, and each hereby agrees not to elect, plead or assert any such right under any circumstance.*

10.9. Alternative Dispute Resolution. In the event of any dispute between or among the Parties or their principals or successors arising from or incidental to this Agreement, or any matter contemplated by this Agreement, the parties to the dispute (each a "Disputant") shall promptly commence negotiations in-person directly between their principals or officers having authority to resolve such Dispute in such negotiations. If the Dispute is not resolved following at least two sessions of such negotiations on different days, then upon written notice provided by any Disputant to the other Disputants, the Dispute shall be referred to confidential, non-binding, pre-discovery Mediation before a single, neutral and professional Mediator in the County having Venue, as designated herein. If the dispute is not resolved following at least two sessions of such Mediation on different days, then upon written notice provided by any Disputant to the other Disputants, the Dispute shall be referred to confidential, binding and final Arbitration before a single, neutral and professional Arbitrator in such County. The rules and procedures for selecting such Mediator or Arbitrator and for conducting such proceedings shall be determined by prompt mutual agreement of the Disputants. If and to the extent that such agreement is not reached within ten (10) days after such referral, the rules and procedures shall be those of the American Arbitration Association pertaining to disputes of the same type or nature in such County. Disputants must engage in such Mediation or Arbitration only in their individual capacity, and may not do so collectively as a class of disputants or otherwise in the nature of a class action. If and to the extent that the Dispute can be and is resolved by a Judge without a jury (bench trial) either in Small Claims Court or in a solely equitable proceeding (that does not seek monetary damages or awards), and such resolution would not be subject to review by trial de novo or retrial before a jury in any court, then the foregoing requirement for Arbitration shall be excused.

10.10. Counterparts. This Agreement and all amendments, waivers, notices and other ancillary documentation pertaining to this Agreement may be executed in counterparts, and may be delivered by physical transfer of documents, or facsimile transmission, or attachment of ftp or photographic files to email, or other generally accepted forms of transmitting images of signatures, with the same legal effect as if all signatures appeared in original handwriting on the same physical document and were delivered as such. This Agreement shall become binding as of the first date and time that each of the Parties has signed a counterpart of this Agreement. Counterparts having collectively the signatures of all Parties (whether in original handwriting or images thereof) shall be considered an original for evidentiary and other legal purposes, and such counterparts together shall be considered one and the same legal instrument.

10.11. Entire Agreement. This Agreement (including the Attachments hereto) constitutes the entire agreement and understanding of the Parties regarding the matters addressed, and supersedes any and all prior or contemporaneous agreements or understandings, if any, of the Parties to the extent that they are inconsistent with this Agreement.

Signatures Appear Among the Following Pages

Schedule 4.1

Compensation to Licensee:

For each month of or following the Effective Date during the Term of this Agreement, Time Broker shall pay the following amounts to Licensee, payable on the fifteenth (15th) day of the immediately following month:

(a) Use Fee.

A Use Fee of \$3,000.00 for such month.

(b) Reimbursements.

Reimbursement of the following Station costs or expenses actually paid by Licensee in such month:

- (1) Station Tower Lease Rent and Station Utility Payments
- (2) Station Property Insurance and Taxes
- (3) Station Fees Payable to Governmental Authorities
- (4) Station Local Administrative Expenses
- (5) Station Equipment Maintenance and Repair
- (6) Station Studio Lease Rent
- (7) Station Salaries and Benefits for Employees
- (8) Station Professional Fees
- (9) Station Telecom Lines
- (10) Station Expenditures Made at Time Broker's Request

Licensee's payment of each such costs or expenses shall be evidenced by Licensee's provision of receipts or payment confirmations reasonably acceptable to Time Broker. A dispute over any particular item or items shall not relieve Time Broker of its responsibility hereunder to make a timely payment to Licensee of those items that are not in dispute. Any payment required to be made by Time Broker hereunder that is not paid when due shall bear interest at the Applicable Federal Rate for long term loans compounded annually from the date due until paid in full.

(c) Surcharge Based on Financial Performance.

Time Broker shall pay Licensee a surcharge equal to 85% of the remainder resulting from:

- (i) The amount of net gross revenue (after agency commissions) collected in such month for Advertising sales by Time Broker for the Stations; *less* (ii) the amount of the Use Fee and Reimbursements paid to Licensee for such month under paragraphs (a) and (b) above; and *less* (iii) the amount of Time Broker's costs and expenses of providing time brokerage services hereunder, including but not limited to deducting for its account representative commissions and its cost of producing and delivering programming to the Stations.

If such Surcharge is negative in one or more months, such negative amounts shall be carried forward and deducted from the Surcharges (if any) in one or more following months. Such gross revenues shall not include revenues or deduct for costs and expenses, if any, for the sale of Advertising or the provision of programming by Time Broker on any broadcast station or media outlet other than the Stations. Expenditures by Time Broker that are for the benefit, in whole or in part, of multiple broadcast stations or media outlets in addition to the Stations, shall be allocated by Time Broker among such broadcast stations and media outlets pro rata in accordance with their relative gross revenues after agency commissions. The calculations described in this Schedule shall use the cash (not accrual) method of accounting.

Counterpart Signature Page

Time Brokerage
Agreement and Certification

Accordingly, the Party signing below hereby executes this Agreement as of its Effective Date.

Licensee

RZ Radio LLC

1081 WESTWOOD BLVD. SUITE 215
LOS ANGELES, CA 90024

Notification Address

Saul Rosenzweig, Pres
Signature of Officer or Principal

SAUL ROSENZWEIG, PRESIDENT
Printed Name of Officer or Principal

Counterpart Signature Page

Time Brokerage
Agreement and Certification

Accordingly, the Party signing below hereby executes this Agreement as of its Effective Date.

Time Broker

Point Broadcasting LLC

2319 ALAMEDA AVE, SUITE 1A
VENTURA CA 93003

Notification Address

John Hearne, Managing Director

Signature of Officer or Principal

JOHN HEARNE, MANAGING DIRECTOR

Printed Name of Officer or Principal