

TIME BROKERAGE AGREEMENT

Copper Mountain Broadcasting, Inc., a California corporation, ("Licensee") and **WKW Broadcasting**, a California general partnership ("Programmer"), hereby agree, this 1st day of March, 2024 (the "Effective Date"), to enter into this **TIME BROKERAGE AGREEMENT** (this "TBA") under the terms and conditions specified herein.

WITNESSETH:

WHEREAS, Licensee owns and operates FM radio station KKCM (FM), Facility ID# 16771, licensed to Thermal, California (the "Station");

WHEREAS, this TBA is entered into by the parties in conjunction with that certain Assignment Agreement (the "Assignment Agreement") dated as of January 18, 2024;

WHEREAS, if in the event of a conflict of the terms and conditions herein and the Assignment Agreement, the Assignment Agreement shall control;

WHEREAS, Programmer desires to acquire time on the Station for the provision of programming and the generation of advertising sales until such time that the transaction represented by the Assignment Agreement is consummated as defined within the Assignment Agreement;

WHEREAS, Licensee desires to accept the programming produced by Programmer and to make broadcasting time on the Station available to Programmer on terms and conditions which conform to the FCC Rules and to this TBA; and

WHEREAS, this TBA complies with the local and national multiple station ownership and audience reach limitations of Section 73.3555 and the program duplication limitations of Section 73.3556 of the rules and regulations of the Federal Communications Commission (the "FCC" or "Commission").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in light of the mutual promises and covenants contained herein, Licensee and Programmer hereby agree, as follows:

1. Use of Station Facilities. Commencing March 1, 2024, or otherwise as agreed by the parties, (the "Commencement Date"), Licensee will, subject to the terms and conditions of this Agreement, make available to Programmer the broadcast transmission facilities of the Station on a twenty-four (24) hour per day, seven (7) day per week basis for carriage on the Station of programs produced and/or selected by Programmer and advertising messages delivered by Programmer provided that any and all programming proffered by Programmer for carriage on the Station will be in material compliance with any and all applicable laws and governmental regulations, including but not limited to the Communications Act of 1934, as amended (the "Act"), and the rules and regulations of the FCC.

2. Insertion of Commercials. Programmer shall have the unilateral and exclusive right to insert commercial matter in programming proffered for carriage on the Station at such rates or shared rates as Programmer, in the exercise of its unilateral discretion, deems appropriate. Programmer shall have sole responsibility for the billing and collection of fees and other charges for all commercial matter aired on the Station during the term of this Agreement.

3. Programming.

(a) Program Standards. All programming shall be prepared and presented in conformity with the Standards described in Exhibit 1 hereto;

(b) Responsive Programming. Licensee shall retain the right and responsibility to air programming it deems reasonably responsive to the needs and interests of Thermal, California, and the surrounding service area. To exercise its rights under this sub-paragraph, Licensee shall deliver its advance written notice(s) to Programmer reasonably advising Programmer of relevant Public Service Announcements ("PSAs"), local news items, or other material deemed essential to Licensee's compliance with the Act, FCC rules and policies, or the public interest with the understanding that, absent the need for a broadcast under the Emergency Alert System ("EAS") or other emergency matters, Licensee will provide Programmer at least seven (7) days prior notice of the time it requests for the insertion of PSAs, local news items, or other public interest material.

(c) Equal Opportunities and Personal Attack Requests. Licensee will forward to Programmer within two (2) business days any and all requests which Licensee receives for the purchase of air time by qualified candidates for Federal office, requests for equal opportunities by legally qualified candidates, requests to respond to personal attacks over the Station, and requests by legally qualified candidates for a right to respond to political editorials.

5. Termination. This TBA shall terminate upon the earlier of: (i) one (1) year from the date hereof, without renewal or extension, (ii) the termination of this TBA due to a consummated sale of the Station to Programmer, (iii) the termination of this TBA by mutual consent, or (iv) an event of default.

6. Consideration. During the Term of this TBA, Programmer shall reimburse Licensee for Station Operating Expenses which must remain under Licensee's control. Reimbursements shall be made monthly within five (5) days of presentment of original invoices and/or bills.

7. Pro-rations. Operations of the Station and any income, expense, and liabilities attributable thereto to the Commencement Date shall be for the account and obligation of Licensee and thereafter for the account and obligation of Programmer. Expenses including, but not limited to, such items as power and utilities charges, property taxes, rents, commissions, leases and agreements, and similar prepaid and deferred items shall be prorated between Licensee and Programmer in accordance with generally accepted accounting principles, the pro-rations to be made as of the Commencement Date.

8. Control of Station. Notwithstanding anything in this TBA to the contrary, Licensee shall at all times retain, and hereby so certifies that it has, ultimate control over the Station's operations, including but not limited to its finances, personnel, and programming and Licensee's President / General Manager shall be responsible for daily oversight of the Station's operations.

Licensee shall also maintain a public inspection file pursuant to FCC Rules. Licensee shall retain the right to reject, pre-empt, and replace any programming proffered by Programmer if, in the sole opinion of Licensee, such programming is in violation of any applicable law, governmental policy or rule, or otherwise inconsistent with the public interest.

(a) Issues and Programs Reports. During the Term of this TBA, Programmer shall monthly deliver to Licensee a list of Issues and Programs that were carried on the Station to include the significant issues that were addressed, how the Programming addressed the issues, when the Programming ran, the length of the Programming and who was the moderator or presenter of the Programming.

9. Force Majeure. Licensee shall not be liable to Programmer or be deemed to be in breach of this TBA for any malfunction of the Station's facilities, or for any delay or interruption in the broadcast of programming proffered by Programmer, due to acts of God, war, terrorism, strikes or threats thereof, or other causes beyond the control of Licensee.

10. Retention of Broadcast Rights. Programmer shall retain copyrights and other retransmission rights it has to and in any and all programming proffered for carriage on the Station, and no programming supplied to Licensee pursuant to this TBA shall be rebroadcast, copied, or made available for any other use without the prior written consent of Programmer.

11. Filing with FCC. The Parties shall cooperate in obtaining any required FCC approval of this TBA. To that end, the Parties will negotiate in good faith to amend any provision which the FCC advises the Parties, either formally or informally, is unlawful. If required by the FCC, the Parties will file a copy of this TBA with the FCC within thirty (30) days from the Effective Date.

12. Indemnification.

(a) Programmer hereby indemnifies and otherwise holds Licensee harmless against any and all liability for libel, slander, illegal competition or trade practices; infringement of trademarks, trade names, or program titles; and infringement of copyrights and proprietary rights resulting from the carriage of programming supplied by Programmer over the Station's broadcast transmission facilities.

(b) Except as herein provided, Licensee hereby agrees to indemnify and hold Programmer and the property of Programmer free and harmless from any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees and expenses, of any kind and description, contingent or otherwise (the foregoing hereinafter collectively referred to as "Damages"), occasioned by, arising out of, or resulting from the operation of the Station prior to the Commencement Date.

13. Representations.

(a) Joint Representations. The Parties represent to each other that they are each legally qualified, authorized, and otherwise able to enter into this TBA.

(b) Licensee Representations. Licensee represents as follows:

(i) that it has all licenses and other authorizations from the FCC and other governmental authorizations necessary to operate the Station as currently operated;

(ii) that it is not aware of any investigation, complaint, petition, objection, or other event, existing or threatened, which, if acted on in a manner adverse to Licensee, would have a material adverse impact on the Station' FCC authorizations or the Station' current operations;

(iii) Licensee has exercised all reasonable efforts to ascertain whether Programmer falls into any of the categories that would qualify it as a foreign government entity and has determined that Programmer does not;

(c) Programmer Representation. Programmer represents and warrants the following:

(i) Programmer is not subject to any foreign government entity nor does it qualify as a foreign government entity;

(ii) Programmer knows of no foreign governmental entity upstream in the chain of producing and/or distributing Programmer's programming content nor has any foreign government entity provided any form of inducement to produce or deliver its Programming.

14. Events of Default.

(a) Definition of Default. The following shall each constitute, after the expiration of any applicable cure period, an Event of Default:

(i) Non-Payment. Programmer's failure to make payments to Licensee as required by Section 6 of this TBA.

(ii) Breach of Representation. If any representation or warranty made in this TBA by any Party, or in any certificate or document furnished pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished.

(iii) Breach of Covenants. A Party is in material breach of any obligation or representation assumed or made under this TBA, including but not limited to, compliance with the Act and FCC rules and policies.

(b) Cure Periods. An Event of Default shall not be deemed to have occurred until ten (10) days after one Party has provided the other Party with written Notice specifying the event or events that, if not cured, would constitute an Event of Default, and the Party in receipt of such notice has not either (i) cured the default or (ii) otherwise provided legally sufficient proof that any claimed event of default does not exist within ten (10) days following Notice.

(c) Termination upon Default. In the event of the occurrence of an uncured Event of Default, either Party may terminate this TBA without further liability to the other Party except for amounts accrued but not yet paid to Licensee under Section 6.

(d) Late Charges. In the event Programmer should fail to make any payment as specified in Section 6 hereto, Licensee will incur administrative and other costs associated with the administration of such late payment. Accordingly, in the event of any payment which remains un-cured for ten (10) calendar days after such payment becomes due, Licensee may impose delinquency or “late” charge equal to ten percent (10%) of payments due, in respect of each and every past-due payment, provided, however, that if any such delinquency or “late” charge is in excess of the amount permitted to be charged by Licensee under applicable law, Licensee shall be entitled to collect a delinquency or “late” charge at the highest rate permitted by such law. Programmer agrees that any such delinquency or “late” charge shall be deemed to be a fair estimate of the expenses which will be suffered by Licensee by reason of such late payment since computing the actual amount of Licensee’s expenses in advance is presently impracticable or extremely difficult.

15. Finders, Consultants, and Programmer. The Parties hereby represent and warrant to one another that there has been no finder, broker, or consultant involved in the negotiations leading up to the execution of this TBA other than MCH Enterprises, Inc., the fees of which shall be the responsibility of Programmer.

16. Waivers. No waiver or delay by a Party of any provision of this TBA shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this TBA or at law shall not prevent the exercise by that Party of any other remedy provided in this TBA or at law.

17. Governing Law, Venue, Severability. This TBA shall be governed for all purposes by the laws of the State of California applicable to agreements executed and to be wholly performed in the State of California with venue for dispute resolution and litigation in Riverside County.

18. Headings. The headings of the provisions of this TBA are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

19. Successors and Assigns. This TBA may not be assigned without the written consent of the other Party. This TBA and the terms and conditions contained herein shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

20. Counterpart Signatures. This TBA may be signed in one or more counterparts, all of which shall be deemed to be a single TBA, binding on the Parties. The Parties’ executed counterparts may be signed and exchanged by facsimile transmission or delivered as electronically scanned documents, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

21. Notice. Any notice required or allowed under this TBA shall be in writing and shall be deemed given when delivered personally, mailed by certified mail, return receipt requested (postage prepaid), or sent by an overnight delivery service (charges prepaid), and addressed to the following or any other address as the Parties may from time to time designate in writing:

(a) If to Licensee:

Mr. Gary DeMaroney
Copper Mountain Broadcasting Company
P.O. Box 10968
Palm Desert, CA 92255
Phone: 760.361.6222
Email: gary.demaroney@coppermountainbroadcasting.com

(b) If to Programmer:


Mr. William K. Watson
WKW Broadcasting
61150 Esparto Ave.
Whitewater, CA 92282
Phone: 760.409.4188
Email: bill@kppg.net

22. Entire Agreement. This TBA embodies the entire understanding between the Parties and supersedes any and all prior and contemporaneous agreements, representations, warranties, or understandings, oral or written, between the Parties with respect to the subject matter hereto. This TBA may be modified only by a document executed by both Parties.

IN WITNESS WHEREOF the Parties have executed this TIME BROKERAGE AGREEMENT as of the date first above written.

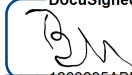
LICENSEE

COPPER MOUNTAIN BROADCASTING, INC.

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BY: 
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Gary DeMaroney, President

PROGRAMMER

WKW Broadcasting

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BY: 
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William K. Watson, Partner

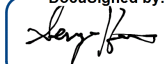
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Sergio Herrera, Partner

EXHIBIT 1 STANDARDS

WKW Broadcasting, ("Programmer"), agrees to cooperate with **Copper Mountain Broadcasting, Inc.** ("Licensee") and owner of broadcast radio station KKCM (FM), Thermal, CA, (the "Station"), in the broadcasting of programs of the highest possible standards of excellence and for this purpose to observe the following standards in the preparation, writing, and broadcasting of its programs:

1. Respectful of Faiths. The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.
2. No Denominational Attacks. Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.
3. Controversial Issues. Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired.
4. Donation Solicitation. Requests for donations in the form of a specific amount, for example, "One Dollar to Five Dollars", shall not be made if there is any suggestion that such donation will result in miracles, cures, or prosperity. However, statements generally requesting donations to support a church or other charity are permitted.
5. Sale of Religious Artifacts. The offering for sale of religious artifacts or other items for which listeners would send money is prohibited unless such items are readily available in ordinary commerce or are clearly being sold for legitimate fund-raising purposes.
6. No Plugola or Payola. The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except when contained in an actual commercial message of a sponsor, is prohibited.
7. No Lotteries. Announcements giving any information about lotteries or games prohibited by Federal or State law or regulation are prohibited.
8. No "Dream Books". References to "Dream Books", the "Straight Line", or other direct or indirect descriptions or solicitations relative to the "Numbers Game", or the "Policy Game", or any other form of gambling prohibited under local, State, or Federal law are prohibited.
9. Election Procedures. At least ninety (90) days before the start of any primary or regular election campaign, Programmer will clear with Licensee the rate Programmer will charge for the time to be sold to candidates for the public office and/or their supporters to make certain that the rate charged conforms to the applicable law and Station policy.
10. Commercial Limitations. With respect to any given segment of air time hereunder, the amount of commercial matter shall not exceed sixteen (16) minutes during any sixty (60)

minute segment with the exception of so-called "infomercials" which shall be appropriately logged and recorded on the Station' traffic logs. Programmer will provide, for attachment to the Station' logs, a list of all commercial announcements for its programming.

(a) Programmer shall cause to be included on all advertising or sponsorship contracts certification substantially as follows: "*NON-DISCRIMINATION POLICY: [Insert name of broadcaster] and its station[s] do not discriminate in underwriting or sponsorship contracts on the basis of race or ethnicity. Any provision in any order or agreement for underwriting or sponsorship that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed, or otherwise made a part of a particular contract, is hereby rejected.*"

11. Required Announcements. Programmer shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station, (ii) an announcement at the beginning and end of each program to indicate that program time has been purchased by Programmer, and (iii) any other announcement that may be required by law, regulation, or Station policy.

12. Credit Terms Advertising. Pursuant to rules of the Federal Trade Commission, no advertising of credit terms shall be made over the Station beyond mention of the fact that, if desired, credit terms are available.

13. Commercial Record Keeping. Programmer shall not receive any consideration in money, goods, services, or otherwise, directly or indirectly, from any person or company for the presentation of any programming over the Station without reporting the same in advance to and receiving the prior written consent of Licensee. No commercial messages ("plugs") or undue references shall be made in programming presented over the Station to any business venture, profit making activity, or other interest (other than noncommercial announcements for bona fide charities, church activities, or other public service activities) in which Programmer (or anyone else) is directly or indirectly interested without the same having been approved in advance by Licensee and such broadcast being announced, logged, and sponsored.

14. No Illegal Announcements. No announcements or promotion prohibited by Federal or State law or regulation of any lottery or game shall be made over the Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.

15. Discretion Paramount. In accordance with Licensee's responsibilities under the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, 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 Station policy or which in Licensee sole judgment would not serve the public interest.

16. Programming Prohibitions. Programmer shall not broadcast any of the following programs or announcements:

- (a) False or unwarranted claims for any product or service.
- (b) Infringements of another advertiser's rights through plagiarism or unfair

imitation of either program idea or copy, or any other unfair competition.

(c) Any disparagement of competitors or competitive goods.

(d) Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.

(e) Any price mentions except as permitted by Licensee's policies current at the time.

(f) Any testimonials which cannot be authenticated.

(g) Any continuity which describes in a repellent manner internal bodily functions or symptomatic results of internal disturbances, and no reference to matters which are not considered acceptable topics in a social setting.

(h) Any advertising matter or announcement which may, in the opinion of Licensee, be injurious or prejudicial to the interests of the public, the Station, or honest advertising and reputable business in general.

(i) In any case where questions of policy or interpretation arise, Programmer should submit the same to Licensee for decision before making any commitments in connection therewith.

[End]