

22.4

BROADCAST DIGITAL TELEVISION MULTICAST TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement ("**Agreement**") is made as of July 1, 2016 between Juan Pirir and Jesus Ruiz, individuals, ("**Programmer**") and Meruelo Television, LLC, a California limited liability Company, ("**Licensee**") as licensee of KWHY-TV, channel 22 in the Los Angeles, Designated Market Area ("**Station**"), relating to the Programmer's broadcast of religious services programming (hereinafter the "**Programming**").

WHEREAS, Licensee has available broadcast time the Station's digital multicast stream 22.4 (the "**Channel**"); and

WHEREAS, Programmer desires to purchase time on the Channel to present its Programming.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Facilities.** Licensee agrees to make available to Programmer, at all times during the Term (as defined below), broadcast time on the Channel. Programmer shall purchase such time for the broadcast of Programmer's Programming for twenty four (24) hours per day, seven (7) days per week, and Licensee shall broadcast the Programming on the Channel with an allocation of no less that two (2) megabits per second, simultaneous with its delivery by Programmer and in accordance with the terms of this Agreement. Programmer shall transmit, at its expense, the Programming to the Station's transmitting facilities in a manner that ensures that the Programming meets technical and quality standards acceptable to Licensee.
2. **Carriage of the Program Service.** Programming will be broadcast on the Station for free OTA (over-the-air) reception within Licensee's Designated Market Area ("**DMA**"). The Licensee's signal contour is included as **Exhibit A** of this Agreement.
3. **Commencement.** Licensee shall commence broadcasting the Programming on July 1, 2016 ("**Commencement Date**").
4. **Term.** The Term of this Agreement shall be Six (6) months from the Commencement Date ending December 31, 2016 ("**Term**"). This Agreement shall automatically renew for subsequent one (1) month periods (each an "**Extension Term**") unless either party gives written notice no later than thirty (30) days before the expiration of the then current Term of its intent not to renew. Notwithstanding the foregoing, either party may, at any time during the Term, terminate this Agreement by giving no less than ninety (90) days written notice specifying the last day that the Programming will be broadcast on the Channel. If the last day of this Agreement does not the last day the month, then the Fee for that month shall be prorated for the number of days that the Programming is broadcast on the Channel in that month.
5. **Fee.** In consideration for Licensee's broadcast of the Programming, Programmer shall pay to Licensee the following:



- a. Monthly Installments. per month, payable on the first of each month. Any payment not received by the first, in addition to any other remedies available to Licensee, shall be deemed late and will accrue interest at the rate of 10% per annum, or the highest amount permitted by law, whichever is larger.
- b. First Installment. Upon execution of this Agreement, Licensee shall pay to Programmer the first month's installment.
- c. Reconnection. Without terminating this Agreement, or waiving Licensee's right to terminate this Agreement, in the event that Programmer fails to make any monetary obligation due hereunder within 5 days of its due date, then Licensee may immediately terminate the broadcast of the Programming, with or without notice, until such past due amounts are paid. Upon payment of all past due amounts plus a reconnection fee of _____ which reasonably reflects the cost that Licensee will incur to disconnect and reconnect the Programming and is not designed to act as a penalty, Licensee may resume broadcast of the Programming. Nothing in this Section 5(c) in any way limits Licensee's right to declare Programmer in breach of this Agreement if Programmer fails to make any payment when due, terminate the Agreement, refuse to broadcast the Programming, and seek damages for Programmer's breach of the Agreement.
6. Defaults/Termination by Station. Licensee may terminate this Agreement upon an Event of Default (defined below). In addition, either party may terminate this Agreement, on written notice, for any of the following reasons: (i) if Licensee is unable to transmit the Programming or Programmer cannot deliver the Programming at any time for any reason beyond Programmer's or Licensee's reasonable control, (ii) or as a result of the diminution, curtailment or cessation of Licensee's broadcast operations for the purpose of improvement or modification of Licensee's facilities.
- a. The following shall, after the expiration of the applicable cure periods set forth in Section 6(b), each constitute an "Event of Default" under this Agreement:
- i. Non-Payment. Programmer's failure to timely pay when due any amounts payable to Licensee pursuant to this Agreement.
- ii. Programmer Default in Covenants. Programmer defaults in the performance of any material non-monetary covenant, condition or undertaking contained in this Agreement in any material respect.
- iii. Programmers Failure to Comply with Regulatory Obligations. Any failure of Programmer to comply with the Communications Laws (defined in Section 14) or to timely provide any certification or documentation reasonable requested by Licensee to comply with Licensee's obligations as the holder of an FCC license.
- iv. Breach of Representation. Any material representation or warranty made by Programmer, or if any certificate or document furnished by Programmer 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.
- v. Investigation Related to Programmer. If Licensee believes it may or actually becomes subject to an inquiry from any regulatory body, or if, in Licensee's reasonable



judgment an act or prospective act or failure to act by Programmer would jeopardize Licensee's FCC license.

- b. Cure Periods. An Event of Default shall not be deemed to have occurred until ten (10) after the Licensee has provided the Programmer 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. On the occurrence of an Event of Default Licensee may terminate this Agreement immediately. In the case of a non-curable, material Event of Default under Section 6(a)(i),(iii), or (iv), the Licensee may immediately provide the Programmer with a notice of termination upon discovering that such non-curable, material Event of Default has occurred. In the event Licensee fails to broadcast the Programming for reasons other than Force Majeure or as otherwise provided herein, Programmer's exclusive remedy shall
- c. Spectrum Auction. Notwithstanding anything to the contrary herein, the Parties agree that Licensee, in its sole discretion, shall be permitted (i) to contribute all or part of the spectrum assigned to the Licensee under its broadcast license in the incentive spectrum auction to be conducted by the FCC and (ii) to enter into a channel sharing arrangement with another broadcast station in connection with such auction. In the event that Licensee's spectrum is sold in the spectrum auction, the effective date of the termination will be the earlier of (i) the date the Station is required to cease its over-the-air broadcast operations; or (ii) the date identified by the Licensee in a written notice to Programmer identifying the date upon which Licensee will cease its broadcast operations. Programmer shall not be entitled to any compensation or other consideration received by Licensee in connection with the incentive spectrum auction. Upon such termination under this paragraph neither Licensee nor Programmer shall have any further liability or obligations towards the other.
- d. Remedies after Event of Default. If Licensee terminates this Agreement due to an Event of Default, then such termination shall not affect Licensee's right to seek damages due a breach of this Agreement.
7. Broadcast in Entirety; proposed change in format or network. Licensee shall remain in ultimate control of the Channel and the Programming. To the extent the following does not limit Licensee's ultimate control, and except as set forth in this Section 7 or in Sections 16, 17, or 18, or a Force Majeure Event, Licensee agrees to broadcast the Programming in its entirety without any editing, delay, addition, alteration or deletion, including, without limitation, all network identification; all promotional material (except promotional material relating to portions of the Programming which Licensee does not carry); all copyright notices; all credits and billings; and, any other proprietary material of any kind or nature included therein. In the event that a programming format change should occur during the Term of this Agreement, Licensee may terminate this Agreement immediately by giving written notice to Programmer. Licensee shall in no way be held or deemed responsible, accountable or otherwise liable for the images, information and/or other content included in Programmer's Programming. In addition, nothing contained herein shall prevent Licensee from: (a) rejecting or refusing to broadcast any Programming that Licensee believes, in its reasonable discretion, to be unsuitable or contrary to the public interest, any rule or regulation pertaining to broadcasters including those of the FCC, or that otherwise does not conform in all respects to the programming and operating policies of Licensee as currently are in place or as may be amended, restated, updated, replaced or otherwise changed from time to time during the Term; (b) preempting any Programming as required to broadcast special news bulletins, emergency warnings or similar events as part of the FCC's Emergency Alert System and/or to comply with applicable FCC programming requirements as determined in Licensee's reasonable discretion; (c) refusing to broadcast any Programming that does not meet applicable FCC requirements;

or (d) deleting any commercial announcements that do not comply with applicable FCC Requirements, any applicable requirements of the Federal Trade Commission, and/or any applicable federal, state, or local laws. A failure to broadcast the Programming or any portion thereof in accordance with this Paragraph shall not be deemed a breach by Licensee. Subject to Licensee's right to limit or discontinue the broadcast of the Programming as set forth in Section 11 below relating to the performance of maintenance and repairs, Licensee shall not preempt, refuse or reject the broadcast of the Programming for reasons other than as specified in this provision or elsewhere in this Agreement. If Licensee preempts or rejects any such Company Program, Licensee need not credit Company for such preempted time.

8. Program Delivery. Programmer will deliver the Programming, at Programmer's cost, by means of one or more communications satellites, fiber feed, high-speed internet, circuit, microwave feed or OTA for reception by the Licensee at Licensee's studio or transmitter site. Programmer shall provide any equipment necessary to broadcast the Programming in the digital format designated by Licensee. Licensee shall be obligated to process and broadcast the Programming over Licensee's facilities. Programmer shall give Licensee ninety (90) days' advance written notice of any proposed change in transmission delivery method, and Programmer will supply, at no cost to Licensee, any additional or replacement equipment needed in connection with such alternate delivery method. For the avoidance of doubt, any equipment or materials that may be purchased by or provided by Programmer shall remain the property of Programmer after the expiration or termination of this Agreement.
9. Service Marks. Programmer represents and warrants that it owns intellectual property rights in, or has a license to use any and all intellectual property subject to protection under all trademark, copyright, patent, trade secret, or other laws of the United States or any other country designed to protect the same (collectively the "Marks"). The Marks shall be considered the property of Programmer or licensed to Programmer and use of said Marks by the Licensee, including any Marks hereinafter developed by Programmer and used by Licensee, shall inure to the benefit of Programmer. Licensee shall have the right, but not the obligation, to develop and distribute promotional materials incorporating such Marks, provided, however, that any such promotional material shall clearly identify the Marks as the property of Programmer or the applicable rights holder through the symbol "SM", "TM", or their legal equivalents reflecting the nature of the Marks and language identifying Programmer or the applicable rights holder as the owner thereof, unless designated otherwise by Programmer or the legal owner of any Marks. Notwithstanding the above, the development and distribution of any such promotional materials shall require the prior written approval of Programmer.
10. Failure of Performance. Neither Licensee nor Programmer shall incur any liability or have any obligation to perform hereunder because of Programmer's failure to deliver or Licensee's failure to broadcast the Programming during times of and due to labor disputes, transmission problems, civil disturbance, government regulation, or other causes beyond the control of Programmer or Licensee (a "Force Majeure Event").
11. Changes in Station Facilities. Licensee may, within five (5) days after any application with the Federal Communications Commission, as a courtesy, notify Programmer in writing of any change in its transmitter location, power, community of license, or frequency. Licensee will notify Programmer in writing five (5) days prior to any change in hours of operation of the broadcast signal. Licensee shall notify Programmer in writing within ten (10) days of any permanent change in Licensee's power transmitter or antenna and any cessation of Licensee's broadcast operations, whether voluntary or involuntary. Licensee shall have no liability to Programmer in the event that any such change prevents Licensee from broadcasting the Programming, and in such event Licensee may terminate this Agreement immediately without further liability by providing immediate written notice to Programmer.



12. Transfer and Assignment. Licensee shall not transfer or assign any of its rights or privileges under this Agreement without Programmer's prior written consent; provided, however, that Licensee may assign this Agreement to any entity that acquires Licensee's FCC license to operate station KWHY-22 or the spectrum leased to Programmer under this Agreement. Licensee shall notify Programmer in writing within five (5) days of the filing of any application with the FCC seeking the FCC's consent to the transfer of control of Licensee or the assignment of Licensee's license; provided, however, that if the proposed transfer is to an unrelated third party, then Programmer may terminate this Agreement, which will become effective at any time after the closing of the proposed transfer in such application to the FCC, by providing not less than fifteen (15) days' written notice prior to the date the termination may first become effective. Programmer may not, without Licensee's prior written consent, transfer, assign, or delegate any of its rights or obligations hereunder, and any such transfer or assignment without Licensee's consent shall be void and Programmer shall remain liable to Licensee for all obligations in this Agreement.
13. Limitation on Use of the Program Service. Licensee shall not knowingly authorize, cause, permit or enable any act or omission that would allow the Programming to be used for any purpose other than free OTA broadcast by Licensee in the DMA. Licensee agrees that it will not tape, record or otherwise duplicate the Programming for rebroadcast as promotional material without first securing Programmer's prior written consent thereto. Notwithstanding anything herein to the contrary, Programmer hereby grants Licensee the right to authorize, cause, permit and enable the retransmission by eligible multi-channel video program distributors ("MVPD") of Licensee's broadcast of the Programming.
14. FCC Rules & Regulations, Licenses. Licensee and Programmer will comply with the Communications Act of 1934, as amended, and Part 73, Subpart E Television Broadcast Stations of the FCC rules, regulations, written policies ("Communications Laws") and any other legal requirements promulgated or adopted by the FCC in the operation of Licensee and the broadcast of Programming by Programmer at all times. Licensee shall maintain such licenses and authorization, including performing rights licenses as now is or hereafter may be in general use by television broadcasting stations and necessary for Licensee's broadcast of the Programming. Nothing in this Agreement shall abrogate or limit the unrestricted authority of Licensee to discharge Licensee's obligations to the public and to comply with the Communications Laws, and Licensee shall have no liability or obligation to Programmer for taking any action that Licensee deems necessary or appropriate to discharge such obligations or to comply with the Communications Laws. Programmer agrees, represents and warrants that the Programming shall not contain any Ancillary or Supplementary Services as defined in 47 C.F.R. Section 73.624(g). Programmer shall comply with all laws and regulations, and execute the certification attached hereto as Exhibit "B" certifying the same, regarding compliance with applicable ancillary services and "Payola" and "Plugola". Programmer acknowledges that pursuant to 47 CFR § 73.2090 et. seq. the FCC prohibits discrimination in advertising by a commercial broadcast station. Programmer acknowledges and agrees that its sales contracts do and will continue to contain language to the following effect: "This programmer does not accept advertising sales agreements that impermissibly discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of each advertising sales agreement with this programmer, whether verbal or written. This programmer does not discriminate in the sale of advertising time, and will accept no advertising which is placed with intent to discriminate on the basis of race or ethnicity." Furthermore, Programmer shall not permit, nor sell, without the prior written consent of Licensee, any advertising that would constitute a political matter or trigger any obligations for the rules governing political advertisements. Programmer shall also not conduct any lotteries or contests without the express, prior written approval of Licensee.



15. Responsibility for Employees and Expenses. Programmer shall employ and be responsible for all related costs for all personnel used in the production of its programming (including salespeople, traffic personnel, board operators, and programming staff). Programmer shall employ personnel as required under the rules, regulations and policies of the FCC and will be responsible for the salaries, taxes, insurance and related costs for all Programmer's personnel used in the operation and transmission of Programming to the Licensee. Whenever on the Licensee's premises, all personnel shall be subject to Licensee's rules and regulations. Programmer shall pay for all fees to ASCAP, BMI, and SESAC, and for any other copyright fees attributable to its Programming on the Licensee. If Programmer elects to have studios, then Programmer shall be responsible for acquiring and maintaining said studios. Notwithstanding anything contained in this section, Licensee will at all times employ those individuals required by FCC rules, regulations, or any law governing Licensee's broadcast activities.
16. Right of Programming Refusal. Programmer acknowledges and agrees that Licensee is and shall remain responsible for operating the Licensee in the public interest and controlling the day-to-day operations of the Licensee, including the Programming, in conformance with the Licensee's FCC licenses, permits and authorizations. Programmer represents and warrants that all material delivered as part of the Programming complies and will continue to comply with Licensee's broadcast standards and practices and then-current FCC rules (including but not limited to rules regarding children's programming, public service announcements, and closed captioning). Nothing contained herein shall be construed to prevent or hinder Licensee from rejecting or refusing such portions of the Programming which Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest. Should Licensee receive a fine from the Federal Communications Commission due to unsatisfactory, obscene or indecent programming of Programmer, Programmer fully understands and agrees to pay this fine on behalf of Licensee for airing of programming not in accordance with the full understanding of this section or for failing to broadcast the appropriate quantity and type of children's programming. The provisions of this section shall survive termination of this Agreement.
17. Notice of Programming Preemption. Licensee shall use commercially reasonable efforts to provide Programmer with written notice of each preemption of the Programming (if necessary), and the justification therefore, at least forty-eight (48) hours in advance of the preemption, or as soon thereafter as possible. No portion of the Programming may be considered unsatisfactory, unsuitable or contrary to the public interest, or of lesser local or national importance, based on program performance or ratings or the availability of alternative programming which Licensee believes to be more profitable or attractive than the scheduled Programming. Programmer and Licensee hereby acknowledge and agree that Licensee's carriage of the Programming pursuant to the terms and conditions contained in the Agreement is the essence of this Agreement.
18. Children's Programming. Programmer shall comply with the Code of Federal Regulations section 73.671 requiring that Programmer broadcast a minimum of three hours per week of educational and informational programming ("**Core Programming**"). Core Programming is programming that meets the educational and informational needs of children 16 years of age and under and meets the following criteria: (1) It has serving the educational and informational needs of children ages 16 and under as a significant purpose; (2) it is aired between the hours of 7 am and 10 pm; (3) it is a regularly scheduled weekly program; (4) it is at least 30 minutes in length; (5) the program is identified as designed to educate by the display during the entirety of the program the symbol E/I; and (6) the educational and informational objective along with the target age audience are specified in writing. This programming must be regularly scheduled and must air at least once a week and on an ordinary basis. To that end, Programmer agrees to provide and broadcast sufficient Core Programming in compliance with the above requirements and shall provide, on a quarterly basis and at Licensee's request, the following

A handwritten signature in black ink, appearing to be the initials 'JR'.

information: (i) The title and a narrative description of each Core Program series the Programmer has broadcast stating its educational or informational purpose; (ii) the target age group the Core Programming is meant for; (iii) dates and airtimes for each Core Program broadcast on Programmer's station for the time period's requested; (iv) if the programming was not aired as normally scheduled or was interrupted for other programming, a description of what the Core Programming was interrupted or not regularly broadcast for; (v) an advanced copy of Programmer's weekly schedule showing the scheduled airtimes for Core Programming; (vi) a certification that the Core Programming met with requirements for Children's Programming as defined in C.F.R. § 73.671 (in similar form and substance as Exhibit C); and (vii) an affidavit, in form and substance similar to Exhibit C stating that the commercial limits on children's programming were complied with. Currently, the commercial limits on children's programming are 10.5 minutes per hour on weekends and 12 minutes per hour on weekdays; however, these limits are subject to change by notification to Programmer from Licensee. Programmer shall also provide Licensee with weekly schedules for its children's programming so that Licensee can disseminate those schedules in accordance with its obligations as a broadcast station Licensee. Notwithstanding the foregoing, Licensee may, at its option, elect to broadcast Children's Programming on the bandwidth licensed to Programmer by preempting the Programming. Licensee's right to preempt the Programming for Children's Programming is absolute and in no way entitled Programmer to terminate, off set, or otherwise not perform all of Programmer's obligations under this Agreement.

19. Other Obligations: Programmer acknowledges that it will cooperate in the broadcast of regular station identification (SID) activities conducted by Licensee, including but not limited to placing the SID onto its program in accordance with procedures provided to Programmer which may be changed from time to time. Licensee may also insert or interrupt Programming in order to display or broadcast the SID as required by FCC regulations. In addition, Programmer agrees to cooperate with and participate in regular emergency broadcast system ("EAS") tests and actual EAS broadcasts. Programmer understands that the Programming may be interrupted or pre-empted to comply with EAS obligations.
20. Representations and Warranties of Programmer. Programmer hereby represents, warrants, and covenants that:
- a. 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 have 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.
 - b. Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by Programmer: (A) does not and will not violate any provision of Programmer's organizational documents; (B) does not and will not require the consent or approval of or any filing with any third party or governmental authority; (C) does not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (D) does 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.



- c. Existing Programming Agreements. No agreement pertaining to the broadcast of the Programming would prevent Programmer from fulfilling its obligations hereunder.
- d. Licensee's Fees. Neither Programmer nor any person or entity acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity, nor has it or any person or entity acting on its behalf taken any action on which a claim for any such payment could be based.
- e. Programming Content. Programmer's Programming will be, currently and in the future, only religious services programming.
- f. No Other Attributable Interest to another FCC Licensee. Programmer has no attributable interest, as has its meaning in Section 73.3555 (a), (b), (c), (d) and (e) of the FCC's rules and regulations, in any other FCC license within the same market as Licensee.
21. Right to Enter into Agreement. Programmer and Licensee each represent and warrant to each other that they have the authority to enter into this Agreement and that there are no restrictions, agreements or limitations to their ability to perform all their respective obligations hereunder.
22. Entire Contract; Waivers. No inducements, representations or warranties except as specifically set forth herein have been made by Programmer or Licensee. This Agreement constitutes the entire contract between the parties and no provision hereof shall be changed or modified except by a written instrument signed by Programmer and Licensee. No provision hereof may be waived unless such waiver is in writing and signed by the party against whom the waiver is asserted. No such waiver shall be deemed to be a waiver of the condition itself.
23. Indemnification. Programmer shall indemnify, defend and hold Licensee, its officers, agents, and employees ("Indemnitees") harmless against and from all claims, damages, liabilities, costs and expenses arising out of or related to Licensee's broadcast of the Programming in accordance with this Agreement, regardless as to whether such claims, damages, liabilities, costs and expenses arise from the sole or joint negligence, gross negligence, or reckless conduct of Licensee or any third parties, and against any and all claims or damages arising out of or related to Programmer's failure to comply with any of its obligations, representations, or warranties of this Agreement, or resulting from Programmer's conduct, whether negligent, intentional, or otherwise; provided, however, that Licensee promptly notifies Programmer of any claim or litigation to which indemnity shall apply, and cooperates fully with Programmer at Programmer's expense, in the defense or settlement of such claim or litigation. This provision shall survive termination of this Agreement.
24. Insurance. Programmer shall at all times maintain adequate insurance to protect against any claim that may be asserted by virtue of Licensee's broadcast of the Programming, including, without limitation, Errors and Omissions insurance, and shall name Licensee as an additional insured under such policies including a waiver of subrogation in favor of Licensee.
25. Notice. Any notice required to be given hereunder shall be in writing and sent via certified United States mail to the appropriate party at the following address, or such other address as may be given by notice hereunder, or by delivering to such party in person at such address:

TO: Programmer

Victoria TV



TO: Licensee

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

With a copy to:

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

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

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



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

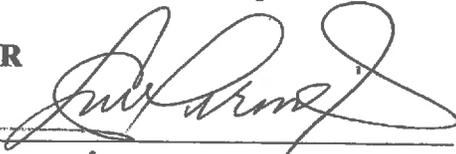
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

JUAN PERIR

By:

Name:

Title:



JUAN PERIR

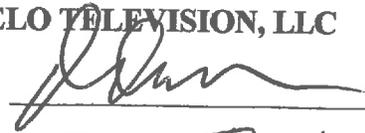
Secretary

MERUELO TELEVISION, LLC

By:

Name:

Title:



Tomas Tujillo

VP operations

JESUS RUIZ

By:

Name:

Title:



Jesús Ruiz

Sub Secretary



EXHIBIT A

STATION INFO / SIGNAL CONTOUR

| | |
|-------------------------|--|
| Channels | Digital: 42 (UHF) Virtual: 22 (PSIP) |
| Translators | K46GF 46 Santa Maria K47GD 47 San Luis Obispo |
| Transmitter power | 486 kW |
| Facility ID | 26231 |
| Transmitter coordinates | <u>34°12'47.8"N 118°3'41"W</u> |



J.R.

EXHIBIT "B"

SECTION 317 and 507 CERTIFICATION

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

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

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

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

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

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

By:

Name: *Jesus Ruiz*
Title: *President*

Date: *7/25/16*



Federal Communications Commission § 73.1212

§ 73.1212 Sponsorship identification; list retention; related requirements.

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

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

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

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

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

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

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

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

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

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

Where an agent or other person or entity contracts or otherwise makes arrangements with a station on behalf of another, and such fact is known or by the exercise of reasonable diligence, as specified in paragraph (b) of this section, could be known to the station, the announcement shall disclose the identity of the person or persons or entity on whose behalf such agent is acting instead of the name of such agent. Where the material broadcast is political matter or matter involving the discussion of a controversial issue of

public importance and a corporation, committee, association or other unincorporated group, or other entity is paying for or furnishing the broadcast matter, the station shall, in addition to making the announcement required by this section, require that a list of the chief executive officers or members of the executive committee or of the board of directors of the corporation, committee, association or other unincorporated group, or other entity shall be made available for public inspection at the location specified by the licensee under § 73.3526 of this chapter. If the broadcast is originated by a net-work, the list may, instead, be retained at the headquarters office of the net-work or at the location where the originating station maintains its public inspection file under § 73.3526 of this chapter. Such lists shall be kept and made available for a period of two years.

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

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

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

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

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

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

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

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

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

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

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

[61 FR 4367, Feb. 6, 1996]

§ 73.1215 Specifications for indicating instruments.

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

(a) Linear scale instruments:

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

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

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

(4) Scale shall have at least 40 divisions.

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

47 U.S.C. § 317

a) Disclosure of person furnishing

(1) All matter broadcast by any radio station for which any money, service or other valuable consideration is directly or indirectly paid, or promised to or charged or accepted by, the station so broadcasting, from any person, shall, at

JA

the time the same is so broadcast, be announced as paid for or furnished, as the case may be, by such person: Provided, That "service or other valuable consideration" shall not include any service or property furnished without charge or at a nominal charge for use on, or in connection with, a broadcast unless it is so furnished in consideration for an identification in a broadcast of any person, product, service, trademark, or brand name beyond an identification which is reasonably related to the use of such service or property on the broadcast.

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

(b) Disclosure to station of payments

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

(c) Acquiring information from station employees

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

(d) Waiver of announcement

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

(e) Rules and regulations

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

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

(a) Payments to station employees

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

(b) Production or preparation of programs

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

(c) Supplying of program or program matter

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

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

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

(e) Announcement under section 317 as sufficient disclosure

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

(f) "Service or other valuable consideration" defined

The term "service or other valuable consideration" as used in this section shall not include any service or property furnished without charge or at a nominal charge for use on, or in connection with, a broadcast, or for use on a program which is intended for broadcasting over any radio station, unless it is so furnished in consideration for an identification in such broadcast or in such

program of any person, product, service, trademark, or brand name beyond an identification which is reasonably related to the use of such service or property in such broadcast or such program.

(g) Penalties

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

EXHIBIT "C"

Core Programming Compliance Certification

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

| Name of Programming | Scheduled Air Date | Scheduled Time | Actual Time |
|---------------------|--------------------|----------------|-------------|
|---------------------|--------------------|----------------|-------------|

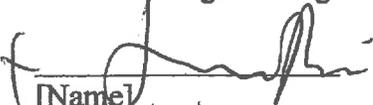
| | | | |
|--|-----------|--|--|
|  | | | |
| [Name] | | | |
| Date: | 7/25/16 | | |
| Title: | President | | |



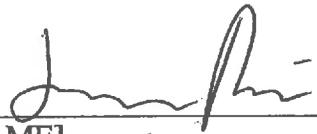
EXHIBIT "C"

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

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

| Name of Programming | Scheduled Air Date | Scheduled Time | Actual Time |
|---------------------|--------------------|----------------|-------------|
|---------------------|--------------------|----------------|-------------|

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



[NAME]
Date: 7/25/16
Title: President

DR.

FIRST AMENDMENT TO TIME BROKERAGE AGREEMENT

This First Amendment to Time Brokerage Agreement dated December 2, 2016 (“First Amendment”) to the Time Brokerage Agreement (“Agreement”) dated July 1, 2016 between **Juan Pirir and Jesus Ruiz**, individuals, (“**Programmer**”) and **Meruelo Television, LLC**, a California limited liability Company, (“**Licensee**”) as licensee of **KWHY-TV, channel 22** in the Los Angeles, Designated Market Area (“**Station**”), relating to the Programmer’s broadcast of **religious services programming** (hereinafter the “**Programming**”) is made between Licensee and Programmer with reference to the following:

WHEREAS, Programmer desires to continue broadcasting its Programming on the Channel.

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

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

1. The Term of the Agreement shall be extended for an additional six (6) months beginning at midnight on January 1, 2017 and ending at 11:59 pm on June 30, 2017 (the “First Extension Term”). The First Extension shall not automatically renew.
2. During the First Extension Term, the Fee shall be per month, due on the first of each month.
3. The following is hereby added as Section 20(a):

a. Representations and Warranties of Programmer. Programmer hereby represents, warrants, and covenants that:

- i. 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 have 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.
- ii. Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by Programmer: (A) does not and will not violate any provision of Programmer’s organizational documents; (B) does not and will not require the consent or

approval of or any filing with any third party or governmental authority; (C) does not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (D) does 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.

- iii. Existing Programming Agreements. No agreement pertaining to the broadcast of the Programming would prevent Programmer from fulfilling its obligations hereunder.
 - iv. Licensee's Fees. Neither Programmer nor any person or entity acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity, nor has it or any person or entity acting on its behalf taken any action on which a claim for any such payment could be based.
 - v. Programming Content. Programmer's Programming will be, currently and in the future, only religious services programming.
 - vi. No Other Attributable Interest to another FCC Licensee. Programmer has no attributable interest, as has its meaning in Section 73.3555 (a), (b), (c), (d) and (e) of the FCC's rules and regulations, in any other FCC license within the same market as Licensee.
4. Programmer hereby certifies that this Agreement complies with the provisions of Section 73.3555 (a), (b), (c), (d) and (e) of the FCC's rules and regulations, specifically, that Programmer's use of the Channel does not and will not violate the multiple ownership rules promulgated by the FCC.
 5. Except as specifically modified herein, all other terms and conditions of the Agreement remain the same, and the parties hereby acknowledge and ratify the same.
 6. Station may terminate the broadcast of the Programming on the channel at any time, with or without notice, if Programmer breaches any provision of the Agreement or this First Amendment. Upon such termination Programmer shall not be relieved of its monetary obligations under the Agreement or this First Amendment.
 7. All capitalized terms used but not defined herein have their meaning as used in the Agreement.

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

JUAN PERIR

By:

Name:

Title:

Date:

MERUELO TELEVISION, LLC

By:

Name:

Title:

Date:

JESUS RUIZ

By:

Name:

Title:

Date: