TIME BROKERAGE AGREEMENT FOR SUBCARRIER- RADIO MULTICAST

THIS TIME BROKERAGE AGREEMENT (this "**Agreement**") is entered into as of October 31ˢᵗ, 2022, by and between Univision Radio, Inc. Subcarrier **67**KHz SCA frequency Brooklyn New York (**"Licensor"**) and Omega Communication Ministries. ("**Programmer**").

WHEREAS, Licensor owns Subcarrier 67KHz SCA frequency radio broadcast station (the "**Station**"), pursuant to licenses, authorizations and approvals (the "**FCC Licenses**") issued by the Federal Communications Commission (the "**FCC**");

WHEREAS, Licensor desires to enter into this Agreement to provide a regular source of diverse programming and to obtain income to sustain the operations of the Station.

WHEREAS, Programmer desires to provide a Subcarrier radio program service to the Brooklyn -New York area using the OMEGA COMMUNICATION MINISTRIES facilities.

WHEREAS, Licensor agrees to provide time exclusively to Programmer on terms and conditions that conform to policies of Licensor and the FCC for time brokerage arrangements and the terms of this Agreement;

WHEREAS, Programmer agrees to use their own transmitting facilities to broadcast programming of Programmer's selection that conforms with the policies of Licensor and with all rules, regulations and policies of the FCC and the terms of this Agreement.

WHEREAS, Licensor maintains and shall continue to maintain during the term of the Agreement ultimate control over the Station, including control over the Station's facilities, finances, personnel, and programming.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 - DEFINITIONS; INTERPRETATION

Section 1.1. Definitions. Capitalized terms shall have the meaning ascribed thereto in this Section 1.1 and elsewhere in this Agreement.

(a) The term "**Brokered Spectrum**" means the Station's entire radio signal broadcast in a digital format originating from the Station's FCC-authorized

digital channel, excluding the Station's Primary Digital Programming Stream (as defined below).

(b) The term "**Primary Digital Programming Stream**" means the free over- the-air digital signal on which the material aired on the Station's analog signal is simulcast, and which is at least comparable in audio quality to the Station's analog signal.

Section 1.2. Interpretation. A reference in the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The term "or" is used in its inclusive sense ("and/or").

ARTICLE 2 - PROGRAMMING

Section 2.1. Delivery of Programming. During the Term (as defined in Section 8.1, Programmer shall deliver to Licensor news, sports, informational and entertainment programming, and associated Advertising (as defined in Section 3.1), promotional and public service programming, and announcement matter (collectively, "**Programming**") sufficient for broadcast on the Brokered Spectrum up to twenty-four hours per day, seven days per week. Programmer shall deliver the Programming, at Programmer's own cost and expense, to the Station's transmitting facilities via a mode of transmission (*e.g.*, satellite facilities, microwave facilities, or telephone lines or internet transmission) that shall ensure that the Programming meets the technical and quality standards set forth herein.

Section 2.2. Nature of Programming. The parties acknowledge and agree that the Programming shall be substantially comprised of Creole and English language as determined by Programmer.

Programmer shall not make any material change in the nature or format of the Programming without the prior written consent of Licensee, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provision herein to the contrary, during the Term, Programmer will consult regularly with Licensor regarding Licensee's ascertainment of community issues within the Station's community of license and shall provide Programming of sufficient quality to assist Licensor in satisfying its obligations to respond to the needs of such community.

Section 2.3. Programming Standards. Programming supplied by Programmer shall at all times serve the public interest and comply with the following standards:

(a) The Programming shall be produced and delivered with technical quality suitable for broadcast and according to technical standards made available to Programmer by the Station.

(b) The Programming shall comply with the terms of this Agreement and with all applicable federal, state, or local laws, rules, and regulations, including the requirements of the Communications Act of 1934 (the "**Act**") and the rules, regulations, and policies of the FCC (the "**FCC Rules**").

(c) The Programming shall not contain any objectionable material ("**Objectionable Material**"), including, without limitation (*i*) material that does not comply with the terms of this Agreement or any federal, state, or local law or regulation; (*ii*) any statement that is knowingly false or misleading in any material respect, that contains claims that cannot be documented or substantiated by Programmer upon Station's request; (*iii*) material containing professional advice that is not given in compliance with the ethical rules and standards governing the giving of such advice in the profession; (*iv*) material that does not comply with Licensee's standards and practices as set forth in *Exhibit A* hereto, or as otherwise may be communicated by Licensor to Programmer from time to time; (*v*) material that violates, or which Station reasonably believes violates, or which a third party claims to violate, any right of any third party, including with respect to copyrights, trademark rights, libel, slander or right to reputation, privacy, publicity or similar rights.

Section 2.5. Licensee's Broadcasting Obligation. Subject to Section 2.7 and Section 10.3 below, during the Term, Licensor shall broadcast or cause to be broadcast, on the Brokered Spectrum, the Programming delivered by Programmer pursuant to Section 2.1; provided, however, that Licensor shall not be obligated to broadcast any Programming that contains Objectionable Material or otherwise fails to comply with the provisions of this Agreement or FCC Rules.

Section 2.7. Right to Reject. Licensor maintains the right, pursuant to Section 73.658(e) of the FCC Rules, to (*a*) reject or refuse any element of the Programming that Licensor reasonably believes to be unsatisfactory, unsuitable, or contrary to the public interest, or (*b*) substitute a program which, in Licensee's opinion, is of greater local or national importance, in each case without adjustment to the Programming Fee (as defined in Section 4.1 below); *provided, however,* that in no event shall any such rejection, refusal, substitution or preemption take place for the commercial or economic advantage of Licensee.

ARTICLE 3 - ADVERTISING

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[REDACTED]

[REDACTED]

ARTICLE 4 - FEES AND EXPENSES

Section 4.1. Programming Fee. Programmer shall pay to Licensor a monthly fee (the "**Programming Fee**") as set forth on, and subject to the terms and conditions of, *Exhibit B* hereto. Programmer agrees to pay the first payment and the last payment under this Agreement upon execution hereof.

Section 4.2. Other Expenses. Programmer shall be solely responsible for and shall pay, or, to the extent applicable, reimburse Licensor or Station for, all expenses arising out of or relating to (*a*) Programming production, promotions, marketing, sales and affiliation with program networks, (*b*) any and all licenses or fees required to perform the music contained in the Programming, regardless of whether such fees are assessed against Programmer based on the Programming or against Licensor based on the ownership of the Station; (*c*) any and all additional incremental costs or expenses incurred by Licensor or Station in order to make the Brokered Spectrum available to Programmer or otherwise in connection with the broadcast of the Programming pursuant to this Agreement (collectively, the "**Programmer Expenses**"). Licensor shall invoice Programmer for all reimbursable Programmer Expenses, if any, on a monthly basis, and the amount of such invoice shall be due and payable together with the next scheduled Programming Fee payment.

ARTICLE 5 - COMPLIANCE AND REGULATIONS

Section 5.1. Certain Obligations of Licensee.

(a) Notwithstanding anything to the contrary in this Agreement, Licensor shall have full authority, power and control over the operation of the Station, including, specifically, control over the Station's finances, personnel, programming, and transmitting facilities (including the Brokered Spectrum), during the Term. Licensor hereby certifies that it shall at all times during the

Term maintain ultimate control over all aspects of the Station's facilities and operations to the extent required by the FCC Rules.

(b) Licensor shall comply in all material respects with all applicable federal, state and local laws and regulations, including the FCC Rules. In this regard, and without limitation to the foregoing, Licensor shall be responsible for (*i*) ascertaining the needs and interests of the service areas of the Station, (*ii*) maintaining the Station's political broadcasting and public inspection files and the Station's maintenance logs, (*iii*) setting political advertising policies and overseeing compliance with FCC political programming policies and regulations, (*iv*) meeting equal employment opportunity requirements with respect to Licensee's employees, (*v*) preparing the Station's quarterly issues/programs lists, and (*vi*) making all required FCC filings with respect to the Station.

(c) Licensor shall be responsible for ensuring proper broadcast of the Station's identification announcements; *provided, however,* that Programmer will provide appropriate identification announcements for the Brokered Spectrum that comply with FCC Rules in a form reasonably acceptable to Licensee.

Section 5.2. Certain Obligations of Programmer.

(a) Programmer covenants and agrees that (*i*) Programmer will fully comply with all applicable federal, state and local laws, rules and regulations (including all FCC Rules) in the provision of the Programming pursuant to this Agreement and otherwise in connection with the performance of its obligations hereunder, and (*ii*) Programmer will use its best efforts to cooperate with and to assist Licensor in Licensee's efforts to ensure compliance by Licensor and the Station with all applicable law and FCC Rules.

(b) Programmer hereby certifies that the transactions contemplated by this Agreement shall not cause Programmer to be in violation of Section 73.3555 of the FCC's multiple ownership rules as such rules are in effect as of the date of this Agreement.

(c) Programmer will provide to Licensor monthly documentation of the Programming it has provided to the Station that it believes address issues of concern to such Station's community of license. Programmer also will forward to Licensee, within twenty-four (24) hours of receipt by Programmer, (*i*) any letter from a member of the general public in the Station's community of license addressing the Station's programming (including without limitation any letters of complaint) and (*ii*) any documentation that comes into Programmer's custody that is required to be included in any Station's public inspection file.

(d) Programmer agrees that neither it nor its agents, employees, consultants or personnel will accept any consideration, compensation, gift or gratuity of any

kind whatsoever, regardless of its value or form, including, without limitation, a commission, discount, bonus, materials, supplies or other merchandise, services or labor (collectively, "**Consideration**"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the person or entity paying such Consideration is identified in the program for which the Consideration was provided as having paid or furnished such Consideration in accordance with the Act and applicable FCC Rules.

(e) At least ninety (90) days prior to the beginning of any primary or general election period, subject to Licensee's approval, Programmer shall propose reasonable rates to be charged to legally qualified political candidates which rates conform with applicable election law and policies. Programmer agrees to provide Licensor with access to its documentation concerning the pricing of advertising sold on each of the Station as is necessary to permit Licensor to ascertain that the political rate is appropriate. Within twenty-four (24) hours of any request to purchase time on the Brokered Spectrum on behalf of a legally qualified candidate, Programmer will report the request and their disposition to Licensee. Licensor shall be responsible for placing appropriate records pertaining to any political advertising in the Station's political files.

(f) In the event that the FCC institutes any inquiry into the Programming or the Station (pursuant to a viewer complaint or otherwise), Programmer shall cooperate with the Station to respond fully and promptly to such inquiry.

(g) Programmer shall not discriminate in the sale of advertising time and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. In any contract for the sale of advertising with any third-party advertiser, Programmer shall require such advertiser to certify that such advertiser is not buying broadcasting airtime under such advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin, or ancestry.

(h) Programmer acknowledges that Licensee has informed Programmer that FCC Rules require a broadcast station to include, at the time of broadcast, an enhanced sponsorship identification disclosure where programming is aired pursuant to a lease of time on a broadcast station and has been provided by a "foreign governmental entity" as defined in Section 73.1212(j) of FCC Rules, as may be from time to time amended ("Foreign Governmental Entity"). Programmer represents and warrants that it (1) is not a Foreign Governmental Entity; (2) has no knowledge of any individual or entity in the chain of production or distribution provided by Programmer that qualifies as a Foreign Governmental Entity; and (3) is not aware of a Foreign Governmental Entity providing or promising to provide any money, service or other consideration as an inducement to air any program or program matter provided by Programmer

pursuant to this Agreement. Programmer agrees that it will notify Licensee promptly if any of program or program matter provided by Programmer pursuant to this Agreement is or will be provided by a Foreign Governmental Entity. In this case, Programmer will include the disclosures required under Section 73.1212(j) of the FCC Rules in such program or program matter and will provide Licensee with copies of the disclosures and a list of programs (including the names, dates and times each program will air) at least ten (10) days prior to such programs being aired. Programmer will notify Licensee within 24 hours if the as-aired programming deviates in any way from the pre-air disclosures. Programmer agrees that Licensee shall have the right to reject any program that does not, in Licensee's reasonable discretion, satisfy the FCC Rules governing sponsorship identification of programming sponsored by, paid for, or furnished by a Foreign Governmental Entity.

Section 5.3. Renegotiation Upon FCC Action. If the FCC determines that this Agreement is inconsistent with Licensor's obligations as licensee of the Station or is otherwise contrary to FCC Rules, or if regulatory or legislative action subsequent to the date of this Agreement alters the permissibility of this Agreement under the Act or the FCC Rules (any such determination, an "**FCC Permissibility Determination**"), the parties shall renegotiate this Agreement in good faith and recast this Agreement in terms that are likely to cure the defects perceived by the FCC while maintaining the benefit of the bargain to the parties hereunder and to return a balance of benefits to both parties comparable to the balance of benefits provided by the Agreement in its current terms. If, after such good faith negotiations, either party determines that recasting this Agreement to cure the defects on which the FCC Permissibility Determination was based is impossible, either party may terminate this Agreement without further liability upon thirty (30) days prior written notice.

ARTICLE 6 - OPERATIONS

Section 6.1. Operation of Station. Licensor agrees that the Station's transmitter equipment will be operated throughout the Term in all material respects in accordance with (*a*) the FCC Licenses and all applicable FCC Rules, and (*b*) good engineering standards necessary to deliver a high-quality digital signal on the Brokered Spectrum.

Section 6.2. Maintenance. During the Term, Licensor shall maintain the operating power of the Brokered Spectrum and shall repair and maintain, or ensure the repair and maintenance, of the Station's towers and transmitter sites and equipment consistent with past practice. Licensor shall use its commercially reasonable efforts to provide Programmer with prior written notice of any routine or non-emergency maintenance work affecting the quality,

coverage, strength, or transmission of the Station's digital signal on the Brokered Spectrum.

Section 6.3. Material Adverse Effect. In the event that any change made by Licensor to the transmitting facilities of the Station results in a material adverse effect on the digital signal quality, coverage or strength of the Brokered Spectrum, and provided that such material adverse effect is not cured by Licensor within fifteen (15) days following delivery by Programmer of written notice thereof to Licensee, Programmer shall have the right to terminate this Agreement without further penalty or cost to either party. Notwithstanding any provision to the contrary herein, in the event of a material adverse effect as described in this Section 6.3, termination pursuant to this Section 6.3 shall be Programmer's sole remedy, and Licensor shall have no further liability to Programmer therefor.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES

Section 7.1. Mutual Representations and Warranties. Each party represents, warrants and covenants to the other that (*a*) such party is duly organized and validly existing under the laws of its state of organization, and has full power and authority to enter into this Agreement and to perform its obligations hereunder; (*b*) this Agreement has been duly and validly executed and delivered by such party and constitutes a legal, valid and binding obligation thereof, enforceable in accordance with its terms; (*c*) except as otherwise stated herein, no consent, approval or authorization by or filing by such party with any governmental authorities is required in connection with the transactions contemplated herein; and (*d*) the execution of this Agreement and performance hereunder by such party shall not violate any applicable laws, rules or regulations (including the FCC Rules) or violate any provision of any contract to which such party is subject.

Section7.2. Representations, Warranties and Covenants of Programmer.

Programmer represents, warrants, covenants, and agrees as follows:

(a) Programmer has obtained or will obtain all necessary rights or permissions to authorize the broadcast of the Programming on the Brokered Spectrum as contemplated hereunder. Without limiting the generality of the foregoing, Programmer has secured or will secure before delivery or live broadcast of the Programming all rights from third parties necessary for the distribution of the Programming as contemplated hereunder, and upon request of Licensee, Programmer shall furnish appropriate documentation evidencing such rights.

(b) The Programming does not and shall not contain any Objectionable Material. If requested by Licensee, Programmer will regularly execute and deliver a standard affidavit with respect to payola and plugola matters. The broadcast and use of the Programming by the Station as contemplated by this Agreement will not cause Licensor or the Station or any of its affiliates, agents or employees to violate any other domestic or foreign law, rule, regulation, court or administrative decree.

(c) Programmer shall refrain from doing anything that would tend to discredit, dishonor, reflect adversely upon, or in any manner injure, the reputation or adversely affect Licensee, Station or their employees or advertisers.

(d) Programmer has and will maintain in full force and effect throughout the Term broadcaster's liability insurance policies covering libel, slander, invasion of privacy and the like, general liability, and workers' compensation insurance in forms and amounts customary in the radio broadcast industry and shall name Licensor as an additional insured under such policies and shall provide for notice to Licensor prior to cancellation thereof. Upon Licensee's request, Programmer shall promptly provide Licensor with certificates evidencing such insurance and shall further provide certificates evidencing renewal thereof prior to the expiration of such policies.

ARTICLE 8 - TERM AND TERMINATION

Section 8.1. Term. The initial term of this Agreement (the "**Initial Term**") shall commence on October 31st, 2022(the "**Commencement Date**"), and will continue until October 30th,2024 unless earlier terminated pursuant to the terms of this Agreement. Upon mutual written agreement of the parties, this Agreement shall renew for an additional period of one year (the "**Renewal Term**" and, together with the Initial Term, the "**Term**").

Section 8.2. Test Period. During the first one hundred eighty (180) days following the Commencement Date (the "**Test Period**"), Programmer shall have the right, upon delivery of thirty (30) days prior written notice to Licensee, to terminate this Agreement if Programmer reasonably determines that the quality, strength, and coverage of digital broadcasts on the Brokered Spectrum is materially inadequate for purposes of distributing the Programming as contemplated hereunder; *provided, however,* that in the event of such termination, Programmer (*a*) shall pay to Licensee, not later than the effective date of such termination, an amount equal to ██████████████████ ████████(the "**Break-up Fee**"), and (*b*) hereby covenants and agrees not to enter into any agreement for the distribution of programming of substantially the same nature and format as the Programming on any other station serving the Station's Metro Survey Area for a period of one (1) year following the effective date of such termination.

Section 8.3. Mutual Termination Rights. In addition to other remedies available at law or equity, but subject to the requirements and limitations set forth herein, this Agreement may be terminated by either party upon written notice to the other upon the occurrence of the following:

1. (a) upon mutual written agreement of the parties.
2. (b) the other party has materially breached or defaulted under any of its

representations, warranties, covenants and agreements hereunder and has failed to cure such breach within fifteen (15) days after delivery of written notice thereof; (c) in the event of an FCC Permissibility Determination, in accordance with the provisions of Section 5.3; or (d) this Agreement is declared invalid or illegal in whole or in substantial part by an order or decree of an administrative agency or court of competent jurisdiction, and such order or decree has become final and no longer subject to further administrative or judicial review.

Section 8.4. Additional Programmer Termination Rights. Notwithstanding any other provision of this Agreement, Programmer may terminate this Agreement upon written notice (*a*) in accordance with the provisions of Section 6.3 with respect to a material adverse effect; or (*b*) if Station has failed to broadcast all Programming scheduled during any thirty (30) day period, except if such failure is due to preemption pursuant to Section 2.7 or due to an event of force majeure as set forth in Section 10.3.

Section 8.5. Additional Licensor Termination Rights. Notwithstanding any other provision of this Agreement, Licensor may terminate this Agreement *(a)* for any reason upon sixty (60) days prior written notice; and *(b)* immediately upon notice to Programmer in the event that (*i*) Programmer has, by act or omission, caused Licensee, Programmer or the Programming to suffer or to be likely to suffer general disrepute, (*ii*) Programmer or the Programming has caused Licensor or the Station to be in violation of the Act or any FCC Rules, (*iii*) the Programming as delivered to the Station repeatedly contains Objectionable Material; (*iv*) the FCC Licenses shall be revoked or Licensor shall cease to be the licensee of the Station for any reason, including in connection with a sale or transfer of control of Licensor or the FCC Licenses; or (*v*) Programmer dissolves or liquidates, or becomes the subject of voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceedings, makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they mature, or a receiver is appointed for any of its assets or properties, and the same is not dismissed, vacated, or stayed within ninety (90) days.

Section 8.6. Effect of Termination. Notwithstanding any provision to the contrary herein, upon termination of this Agreement, each party shall be

entitled to all monies due to such party that shall have accrued hereunder prior to the effective date of such termination.

ARTICLE 9 - INDEMNIFICATION

Section 9.1. Programmer's Indemnification. Programmer shall indemnify, defend and hold harmless Licensee, the Station, and their affiliated companies and their respective officers, shareholders, directors, employees, partners and agents, from and against any and all losses, liabilities, claims, costs, damages, expenses, including without limitation, fines, forfeitures, attorneys' fees, disbursements and court or administrative costs (collectively, "**Losses**"), arising out of or relating to (*a*) Programmer's breach of or default under any term, warranty, covenant, representation or other provision of this Agreement, (*b*) the development, production, supply, delivery, content, and broadcast of the Programming (excluding Licensor Programming) as delivered by Programmer; (*c*) any Objectionable Material contained in the Programming as provided by Programmer; (*d*) Programmer's breach of or default of its obligations set forth in Section 5.2(h) hereof; and (e) claims that the Programming as delivered by Programmer constitutes a libel or slander or infringes or violates any right of a third party.

Section 9.2. Licensor' Indemnification. Licensor shall indemnify, defend and hold harmless Programmer and its affiliated companies and their respective officers, shareholders, directors, employees, partners and agents, from and against any and all Losses arising out of or relating to (*a*) Licensee's breach of or default under any term, warranty, covenant, representation or other provision of this Agreement, (*b*) claims that the Licensor Programming (or the Programming, to the extent modified by Licensee) constitutes a libel or slander or infringes or violates any right of a third party.

Section 9.3. Indemnification Procedures. Any party seeking indemnification pursuant to this Section 9.1 (and "**Indemnified Party**") shall give prompt written notice to the party from which indemnification is sought (the "**Indemnifying Party**") of any circumstances which may give rise to any Losses hereunder as soon as such Indemnified Party knows of such circumstances; *provided, however*, that the failure to give such notice shall not relieve the Indemnifying Party of its obligation to indemnify the Indemnified Party. The Indemnifying Party shall, at its own cost and expense and using counsel acceptable to the Indemnified Party, contest and assume responsibility for the defense of such litigation, *provided* that the Indemnified Party may, at its own cost and expense, participate in the defense of any such claim, action or suit. The Indemnifying Party shall have the right to control the defense and any settlement of such claim, action or suit; *provided, however*, that any settlement shall be subject to the reasonable approval of the Indemnified Party. The Indemnifying Party shall pay all expenses and satisfy all judgments, including

reasonable attorneys' fees and litigation expenses, which may be incurred by or rendered against any Indemnified Party in connection therewith.

Section 9.4. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR FOR ANY LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.

ARTICLE 10 - MISCELLANEOUS

Section 10.1. Assignability. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns. Programmer shall not assign, sublease or sublicense any of its rights or obligations under this Agreement to any other legal or natural person or entity without the prior written consent of Licensee, which consent may be withheld in Licensee's sole discretion. Any purported assignment by Programmer without Licensee's consent shall be null and void.

Section 10.2. Subcontracting. Except as the parties may otherwise agree, Programmer shall not designate or engage any agent or otherwise subcontract with any third party to perform its duties or obligations under this Agreement or delegate the performance of such duties or obligations to any third party, including Programmer's duties and obligations hereunder with respect to Programming and the Advertising.

Section 10.3. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither Licensor or Station, nor Programmer shall have any rights against the other for any failure of performance due to causes beyond its reasonable control, including failure of the Station facilities, acts of God, fires, floods or other catastrophes; national emergencies, terrorism, insurrections, riots or wars; strikes, lockouts, work stoppages or other labor difficulties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such contingency which shall interfere with such performance.

Section 10.4. Confidentiality and Press Releases.

[REDACTED]

Section 10.5. Notices. All notices and other communications hereunder shall be given in writing to the addresses set forth on *Exhibit C*, or to such other address as the parties may designate in writing, and shall be deemed to have been duly given and effective (*a*) on the date of delivery when delivered in person, by reputable overnight courier maintaining records of receipt, or by first class mail, return receipt requested, or (*b*) on the date of transmission when sent by fax or other electronic transmission during normal business hours with written confirmation of transmission by the transmitting equipment and telephone confirmation of receipt.

Section 10.6. Severability. Except as provided under Section 5.3 with respect to an FCC Permissibility Determination, if any covenant or provision hereof is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, it shall not, subject to the discretion of such court, be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain between the parties hereto to the maximum extent possible, consistent with applicable law and public policy.

Section 10.7. No Third-Party Beneficiaries. Nothing contained in this Agreement will be deemed to create any third-party beneficiaries or confer any benefit or rights on or to any person not a party hereto, and no person not a

party hereto shall be entitled to enforce any provisions hereof or exercise any rights hereunder.

Section 10.8. Relationship Between the Parties. Neither party shall be, or hold itself out as, the agent of the other under this Agreement. Nothing contained herein shall be deemed to create, and the parties do not intend to create any partnership, association, joint venture, fiduciary or agency relationship between the parties. Programmer shall ensure that no contract or commitment for services to be provided by Programmer pursuant to this Agreement shall give rise to any liability or obligation of Licensee.

Section 10.9. Applicable law. This Agreement, and the rights and obligations of the parties hereunder, are subject to all applicable federal, state and local laws, rules and regulations (including without limitation, the Act and the FCC Rules) and shall be construed in accordance with and governed by the laws of the State of California, without giving effect to the principles of conflict of laws thereof. Venue and sole jurisdiction for any action hereunder shall be in the state or federal court with jurisdiction over the county where the Station is located. Each of the parties hereto agrees to waive its rights to a jury trial with respect to any matter arising out of or relating to this Agreement.

Section 10.10. Waiver. Neither the waiver by either of the parties hereto of a breach of, or a default under, any of the provisions of this Agreement, nor the failure of either of the parties, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of the same or any other obligation, or as a waiver of any provision, right, or privilege hereunder.

Section 10.11. Survival. Any provision which by its terms or its nature should survive termination of this Agreement shall so survive.

Section 10.12. Modification. No amendment of waiver or modification to this Agreement shall be valid unless made in writing and signed by the authorized representatives of the parties.

Section 10.13. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument.

Section 10.14. Entire Agreement. This Agreement, together with any exhibits or schedules attached hereto, constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof. **[Signature Page Follows]**

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

Univision Radio Inc.

By:
Name: Adriana Grillet

Title: VP Audio Syndication & Affiliation.

 Address:8551 NW 30th Terrace. Miami, FL 33122

OMEGA COMMUNICATION MINISTRIES -Brooklyn NY

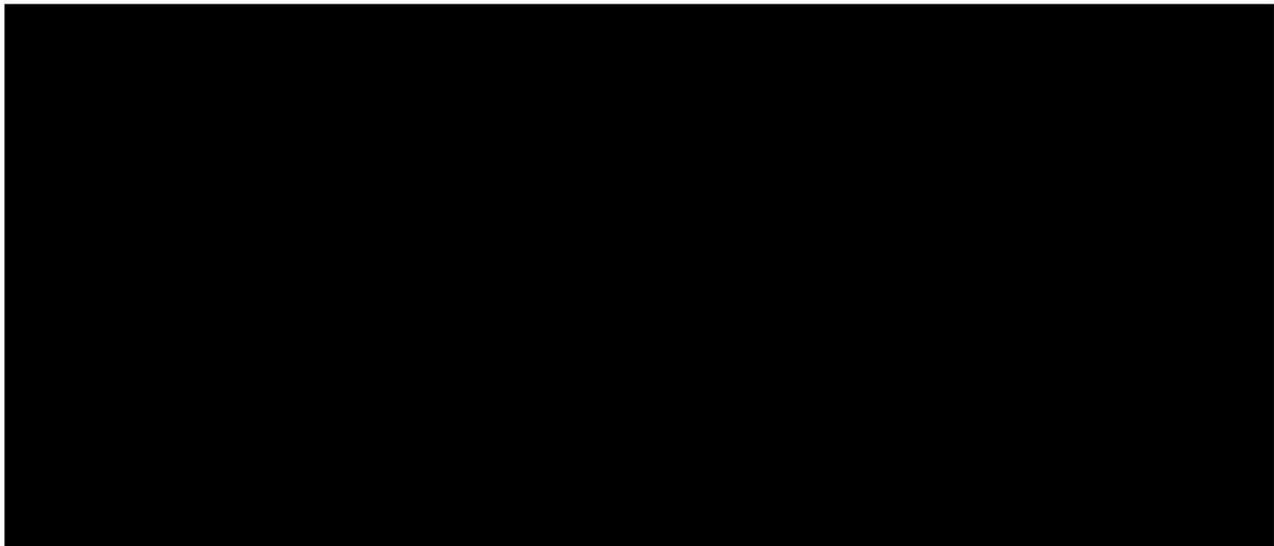By:_____*(SIGNATURE)*
Name: Angelique Nelson

Title: President

Address: 486 East 34th St. Brooklyn NY 11203

Exhibit A

Exhibit B

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

Univision Radio Inc.

By:

Name: Adriana Grillet

Title: VP Audio Syndication & Affiliation.

Address:8551 NW 30th Terrace. Miami, FL 33122

OMEGA COMMUNICATION MINISTRIES -Brooklyn NY

By: _Angelique Nelson_____ (SIGNATURE)
Name: Angelique Nelson

Title: President

Address: 486 East 34th St. Brooklyn NY 11203