

## **EXTENSION OF LOCAL MARKETING AGREEMENT**

This **EXTENSION OF LOCAL MARKETING AGREEMENT** (this "**Extension**") is made on this 28th day of ~~August~~<sup>Sept</sup> 2023, by and between Multicultural Radio Broadcasting Licensee, LLC, a Delaware limited liability company ("**Licensee**") and Smiley Radio Properties, Inc., a California corporation, ("**Programmer**") (collectively, Licensee and Programmer are the "**Parties**")

**WHEREAS**, Licensee is authorized by the Federal Communications Commission (the "**FCC**" or "**Commission**") to operate AM radio station KBLA, Santa Monica, California (FCC Facility ID No. 34385) (the "**Station**");

**WHEREAS**, Programmer and Licensee entered into that certain Local Marketing Agreement, dated as of April 17, 2023 (the "**Agreement**"), pursuant to which Licensee and Programmer have agreed that Licensee would make available to Programmer substantially all of the broadcasting time on the Station; and

**WHEREAS**, the Parties wish to extend the term of the Agreement.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and agreements set forth herein, the parties hereto agree as follows:

1. **Extension of Agreement**. Licensee and Programmer hereby extend the Term of the Agreement to December 29, 2023.
2. **Compensation**. Programmer will pay to Licensee the amounts described on **Exhibit A**.
3. **No Further Amendments**. Except as expressly set forth herein, the Agreement shall remain unmodified and shall continue in full force and effect in accordance with its terms and conditions. In the event of a conflict between the terms and conditions of the Agreement and those of this Extension, this Extension shall control.
4. **Counterparts**. This Extension may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON NEXT PAGE]**

[Signature Page to Extension of Local Marketing Agreement]

IN WITNESS WHEREOF, the parties have caused this Extension to be executed by their duly authorized signatories, all as of the day and year first above written.

**PROGRAMMER:**

**SMILEY RADIO PROPERTIES, INC.**

By: 

Tavis Smiley  
President

**LICENSEE:**

**MULTICULTURAL RADIO  
BROADCASTING LICENSEE, LLC**

By: 

Brandon Wong  
CFO/EVP

**EXHIBIT A**

**Consideration; Reimbursement of Expenses**

1. **Weekly Fee.** Each week during the Term, Programmer shall pay Licensee a weekly fee as set forth below (the "Weekly Fee"). Programmer shall have full enjoyment, use and access to the transmission equipment as provided for in this Agreement, including but not limited to the tower sites.

From	To	Airfees	Amount Due		
			Airfees	Non-refundable Dep	Due date
8/26/2023	9/29/2023				9/15/2023
9/30/2023	11/3/2023				10/15/2023
11/4/2023	12/1/2023				11/15/2023
12/2/2023	12/29/2023				12/15/2023

2. **Reimbursements.** Programmer is not reimbursing Licensee for any costs and expenses associated with the ownership and operation of the Station during the Agreement as delineated in Section 5(b) of the Station.