

EL SEMBRADOR MINISTRIES
WMBI(AM), CHICAGO, IL

TIME BROKERAGE AGREEMENT

El Sembrador Ministries (ESNE) currently has an agreement to provide programming comprising more than 15 percent of the broadcast day of AM Broadcast Station WNDZ, 750 kHz, Portage, Porter County, Indiana. Currently, ESNE's programs air on WNDZ between 10:00 a.m. and 12:00 noon, Monday through Friday, and between 1:00 p.m. and local sunset (sign-off), Monday through Friday. A copy of the most recent written agreement is attached. The parties are currently adhering to said agreement on a month to month basis.

ESNE currently intends to discontinue this agreement and cease providing its programs to WNDZ(AM) upon consummation of its acquisition of WMBI(AM).

ESNE does not have a time brokerage agreement with the licensee of WMBI(AM).

PROGRAM TIMES SALES AGREEMENT

This Program Time Sales Agreement ("Agreement") is made as of June 1st, 2019, by and between WNDZ, Inc. ("Licensee") and EL SEMBRADOR MINISTRIES INC. ("Programmer") for the broadcast of the "Program" (or "Programming") described below on AM Station WNDZ, Portage, Indiana, Chicago ("Station") and is subject to the Terms and Conditions, attached hereto.

In consideration of the payments made hereunder, and for other good and valuable consideration agreed to among the parties, Licensee agrees to permit Programmer to broadcast the Program on the date(s) and at the time(s) described herein over the facilities of the Station. Licensee, at all times, shall have full authority, power and control over the management and operations of the Station. Programmer agrees to comply with (a) all applicable provisions of the Communications Act of 1934, as amended, (b) the policies, rules and regulations ("Rules") of the Federal Communications Commission ("FCC"), (c) the broadcast policies and directions of Licensee, communicated by Licensee, in its discretion, and (d) all other applicable federal, state or local law or regulation. Programmer acknowledges that it has read and agrees to be bound by the Terms and Conditions attached hereto.

Programmer: EL SEMBRADOR MINISTRIES INC. Responsible Person: ROSIE GOMEZ

Street Address: 20720 MARILLA STREET

City, State, Zip: CHATSWORTH, CA 91311

Telephone Number: C: 818-390-0217 W: 818-700-4938 W: 877-823-0033

E-mail address: rosiegomez@elsembrador.org Program Title: EL SEMBRADOR

Day of Week: MONDAY thru FRIDAY

Commencement Date: MAY 1, 2019 Termination Date: APRIL 30, 2020

Beginning Time: M-F 10AM & 1PM Ending Time: M-F 12PM & FULL POWER SIGN-OFF

Per Program Broadcast Fee (paid in advance):	M-F 10AM-12PM	\$145/HOUR
	M-F 1-2PM	\$235/HOUR
	M-F 2-3PM	\$275/HOUR
	M-F 3-4PM	\$275/HOUR
	M-F 4-5PM	\$100/HOUR
	M-F 5PM to SIGN-OFF	\$50/HOUR

Security Deposit: \$6000 being held

The undersigned representative of Programmer, personally and individually, guarantees payment when due of all fees under this Agreement and, if court proceedings are instituted, of all attorney fees and court costs incurred by Licensee.

[Signature]
By: Programmer
Printed Name: Noel Diaz
Title: President

[Signature] MAY 30, 2019
WNDZ, Inc. By: Mark Pinski
5625 North Milwaukee Avenue
Chicago, IL 60646
Phone: (773) 792-1121; Fax: (773) 792-2904
mp@wsbcradio.com

Programmer may terminate this agreement by written notice specifying a termination date of at least 30 days for acts of God (disaster, earthquake, or any disaster).

TERMS AND CONDITIONS

The terms, conditions and obligations stated herein are incorporated into, and are material parts of, the Program Time Sales Agreement between Programmer and Licensee. Accordingly, Programmer hereby purchases, and Licensee hereby sells, the program time described on face of this Agreement pursuant to the following terms and conditions.

I. **Licensee's Responsibility.** Licensee reserves the right, in its sole judgment, to refuse to broadcast, or may interrupt and replace, any Programming provided by Programmer which, in Licensee's sole judgement, may violate any applicable law, regulation or the rights of others, or for the purpose of providing more important programming in the public interest, and such refusal would be without liability to Programmer. Licensee shall be under no obligation with respect to the handling or forwarding of audience paper or electronic mail, or any forms of communications, delivered to Licensee but intended for Programmer. Licensee reserves the right to terminate this agreement, at any time for any reason, upon seven (7) days written notice to Programmer. Licensee may terminate this agreement immediately upon breach of contract by Programmer. Licensee reserves the right to schedule three (3) minutes per hour of editorial, public service announcements, commercials, news, or any other types of announcements or material within each hour of Programmer's program time without any payment of any kind from anyone to Programmer, and without any credit to Programmer.

II. **Programmer Responsibility.**

- A. Programmer is solely responsible for supplying all Programming. Programmer shall control the content of the Program and not resell or assign any of the program time purchased hereunder to any other entity. Licensee is responsible, and will pay, for all music licensing fees such as ASCAP, BMI, SESAC, and GMR for all audio content that broadcasts on the Station. Programmer is responsible, and will pay, for all licensing fees related to all content or performance in any other media, including existing and future technology, such as audio and/or video streaming. Programmer shall be solely responsible for all expenses incurred in the origination and/or delivery of the Program to Licensee. Programmer and the Program shall comply with Licensee's policies, procedures and technical standards, communicated by Licensee, in its discretion.
- B. Programmer shall cooperate fully with Licensee in responding to any question, comment, inquiry or complaint from any third party, including any governmental authority or agent thereof, that may relate to or arise from the Programmer's activities or the Program. In the event of Programmer's receipt of any question, comment, inquiry or complaint that may relate or arise from the Program or Station or the Station's operations, Programmer shall notify Licensee promptly of the same and provide a copy thereof to Licensee.
- C. Licensee and Programmer shall cooperate with one another in order to comply with all applicable provisions of law or regulations, including but not limited to all FCC Rules. Programmer shall cooperate with Licensee by providing all information requested by Licensee.

D. Programmer represents and warrants that, at all times, Programmer will comply fully and strictly with all law and regulation applicable to it, including, without limitation, those of the FCC and the Federal Trade Commission; sponsorship identification (and will never participate in “payola” or “plugola”); intellectual property (for example copyright and trademark, service-mark, performance, fees for distribution of content); and employment. Programmer agrees, represents and warrants that any content it broadcasts or distributes on any other media, including but not limited to, different radio stations, websites, Facebook, YouTube, Sound Cloud, or other social media platforms, is solely its responsibility. Programmer hereby indemnifies Licensee, and holds Licensee harmless, from and against all liability of any kind (including for damages, forfeitures and attorneys’ fees and litigation costs) based upon Programmer’s failure to comply fully and strictly with all law and regulation or due to any breach of this Agreement, including, but not limited to, any breach of Programmer’s representations and warranties. No announcements, broadcasts or promotions prohibited by federal, state or local law or regulation, or prohibited by Licensee’s broadcasting policies, shall be made by Programmer over the Station. This prohibition includes, but is not limited to, any and all programming or other broadcast material concerning tobacco, or any products, services or activities which are unlawful. The broadcast of any obscene, indecent or fraudulent programming is prohibited.

III. **Program Fees.** The Program Fee shall be billed monthly to Programmer by Licensee and shall be paid by Programmer in advance prior to broadcast, it being agreed that time of payment is of the essence and that Licensee is not obligated to broadcast the Program for which Licensee has not received advance payment in full.

IV. **Material Property Liability.** Programmer releases Licensee from any liability arising out of injury to or loss of any material or property furnished by Licensee to Programmer for use on or in connection with the Program or broadcasts on the Station.

V. **General Provisions.** This Agreement is made subject to all federal, state and local laws and regulations now or hereafter in force, is not assignable by Programmer without the prior written consent of Licensee, and shall be governed by the laws of the state of Illinois. The liability of Licensee hereunder for breach of this Agreement shall be limited in dollar amount to the Program Fee paid by Programmer. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and may not be changed, modified, renewed or extended except by an agreement or amendment in writing, signed by the party against whom enforcement of the change, modification, renewal or extension is sought. Programmer has deposited with Licensee a Security Deposit which is to be held by Licensee as collateral security and applied to any damages or other expenses which Licensee may incur as a result of the breach of any term or condition of this Agreement, including, but not limited to, the non-payment by Programmer of Program Fees. In the event of any breach of this Agreement, Licensee may elect, in its sole discretion, to retain the Security Deposit as liquidated damages and not a penalty. In the event of a breach by Programmer of the terms of this Agreement, Licensee shall be entitled to terminate this Agreement and be relieved of all obligations imposed there under. In the event of such termination, Programmer shall be liable to Licensee, at the sole election of Licensee, for liquidated damages in the amount equal to Programmer’s Security Deposit or three months of Program Fees, whichever amount is greater. In the event Licensee does not elect, in its sole discretion, to accept either the Security Deposit or three months of Program Fees as liquidated

damages, Licensee may elect to file suit to recover from Programmer its actual damages and expenses suffered as a result of Programmer's breach, together with Licensee's attorney's fees and litigation costs. These remedies of Licensee shall not operate to deny Licensee of any other remedy which may be available to it for recovering damages.

The failure of Licensee to broadcast all or any part of the Program because of a defect or breakdown of equipment, a labor dispute, governmental action, scheduling or technical error, appropriation of time for broadcasting material which in the sole discretion of Licensee is deemed to be of greater public importance (including, but not limited to, sponsored political announcements or programs), or for any cause beyond the control of Licensee shall not constitute a breach of this contract by Licensee.

Licensee's liability shall be limited to a refund of the program fee charged Programmer for the Program not broadcast (prorated to account for the programming broadcast) or, upon mutual agreement of the parties, the furnishing of make-good program time.