

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this “Agreement or TBA”) is made as of April 5, 2021 between Jackman Holding Company, LLC (“Licensee”) and Bustos Media Holdings, LLC. (“Programmer”).

Recitals

A. Licensee is the licensee of FM radio broadcast station KXXP (FM), White Salmon, WA (the “Station”) pursuant to licenses issued by the Federal Communications Commission (“FCC”).

B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Term**. The term of this Agreement (the “Term”) will begin on the date above, (the “Commencement Date”) and will terminate on the earlier of the closing of the sale of the Station to Programmer or on 60 days written notice by either party.

2. **Programming**. During the Term, except as otherwise provided herein, Programmer shall have the exclusive right to purchase from Licensee airtime on the Station for the price and on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the “Program” or “Programs”) for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week, (the “Broadcasting Period”); provided however Licensee may reserve one hour per week to air public affairs type programming or other programming as may be provided elsewhere in this Agreement.

3. **Broadcasting**. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs, subject to the provisions of Section 5 below.

4. **Advertising**. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all such collections. All revenues from the sale of advertising time broadcast on the Station prior to the Term shall remain the Licensee’s and all revenues from the sale of advertising time broadcast on the Station during the Term shall belong to Programmer.

5. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500) per month. Licensee shall pay the tower lease, power, and charges directly attributable to delivery of the broadcast stream to the site as paid by Licensee prior to commencement of this Agreement. Licensee shall also pay for ordinary and routine repairs. Even though the April 5th is the effective date of the TBA, there will be no charge for April and the first monthly payment covering May, shall be due on May 1, 2021.

6. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station during the Term. Without limiting the generality of the foregoing, Licensee will: (1) retain control over the policies, programming and operations of the Station. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which Licensee reasonably believes to be contrary to the public interest, or (b) substituting programs which Licensee reasonably believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local community. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules and published policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification rules and policies. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in the Station's public inspection file. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Notwithstanding anything to the contrary, Licensee may air, if required to do so, make good advertisements/spots. Programmer may terminate this TBA as its sole remedy if it deems the number of make good spots excessive.

7. Music Licenses. During the Term, Programmer will obtain and maintain all required music licensing agreements including but not limited to ASCAP, BMI and SESAC

8. Programs.

(a) Programmer shall ensure that the contents of the Programs conform in all material respects with all FCC rules and published policies. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. On or before January 7, April 7, July 7 and October 7 of every year during the Term, Programmer shall provide to Licensee a list of any such significant community issues addressed in the Programs during the preceding quarter and the specific Programs that addressed such issues.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee and Programmer shall take all action to comply with

the political broadcast rules, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules and published policies, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

9. Expenses. During the Term, Programmer will be responsible for the salaries, taxes, insurance and other costs for all personnel and facilities used in the production and delivery of the Programs supplied to Licensee and shall reimburse Licensee for any Licensee Employee that Licensee may be required to hire due to any FCC requirement as a result of this TBA.

10. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and policies. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and policies of the FCC.

11. Handling of Station Communications. Programmer will receive and handle mail, faxes, telephone calls and e-mail from members of the public in connection with the operation of the Station.

12. Maintenance. During the Term, Licensee shall use commercially reasonable efforts to maintain the Station and shall repair and maintain the Station's transmission equipment consistent with past practice and the FCC's rules and published policies.

13. Representations. Programmer and Licensee each represents and warrants to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

14 Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement and such failure remains uncured for five (5) business days, provided further that in no event shall there be a right to cure more than two times during any given year for late payments; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default will not be deemed to have occurred until twenty (20) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured, provided, however, an additional period to cure shall be allowed for any additional time reasonably necessary to cure such default so long as the defaulting party is making diligent efforts to remedy such default. Failure of Licensee to broadcast the Programs due to any reason out of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder.

15. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Station during the Term, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Station during the Term, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this paragraph shall survive any termination of this Agreement.

16. Insurance. During the Term, Programmer will maintain broadcasters' liability insurance policies covering libel, slander, invasion of privacy and the like, general liability, blanket crime, property damage, automobile liability, and workers' compensation insurance in forms and amounts customary in the radio broadcast industry (to the extent commercially reasonable; and shall name the Licensee as an additional insured under such policies. Upon request, Programmer will provide certificates evidencing such insurance, and will further provide certificates evidencing renewal thereof prior to the expiration of such policies.

17. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto which shall not be unreasonably denied. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

18. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be

construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules and published policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC and that Licensee shall place a copy of this Agreement in the Station's public inspection file.

19. Notices. Any notice pursuant to this Agreement shall be in writing and sent by email and by personal delivery or overnight and shall be deemed delivered on the date of personal delivery or delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Licensee: Jackman Holding Co, LLC
6139 Franklin Park Rd
McLean, VA 22101
Attn: Wray Fitch
Telephone: 703 489 5004
Email: awf@gg-law.com

If to Programmer: Amador S. Bustos, President
BUSTOS MEDIA HOLDINGS, LLC
5110 SE Stark Street
Portland, OR 97215
Telephone: (916) 216-1423
Email: abustos@bustosmedia.com

20. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Virginia without giving effect to the choice of law provisions thereof. Jurisdiction for any action hereunder shall lie in Virginia. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

21. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

22. Technical Assistance. Programmer agrees that it shall timely provide technical assistance to Licensee in providing and setting up the interface to stream or otherwise provide a signal and the connectivity to air Programmer programming.

23. Forest Service. Notwithstanding anything to the contrary herein, Programmer has been advised by Licensee that the Forest Service has notified Crown Castle and Licensee that the power limit at the Mt Defiance site currently utilized by KX XP is 500 W ERP. KX XP is currently operating at 4900 W ERP. The Forest Service has indicated that it would consider allowing KXXP to continue operating at 4900 W ERP provided there are no objections from parties operating from the Mount Defiance site. Programmer acknowledges that this TBA is not contingent on Forest Service consent to allowing ongoing operation at 5000 W ERP and acknowledges that KX XP may be required to reduce power to 500 W.

24. Payola. Programmer agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or from including, without limitation, a commission, discount, bonus, material, 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 payer is identified in the program for which Consideration was provided as having paid for or furnished such requirements. Programmer agrees to annually, or more frequently at the request of Licensee, execute and provide Licensee with a Payola Affidavit. Programmer further agrees to: (1) complete any training required by Licensee on the subjects of payola, plugola and/or sponsorship identification, (2) obtain Licensee's prior written approval before accepting any item of value received from a record label, artist and/or independent promoter, and (3) provide to Licensee notice of any item of value received by Programmer from a record label, artist and/or independent promoter, along with any details or other information requested by Licensee with respect to such item(s). Failure by Programmer to comply with any of the requirements of this Section 24 shall constitute a material breach by Programmer, for which Licensee may immediately terminate this Agreement.

25. Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity. Failure by Programmer to comply with any of the requirements of this Section shall constitute a material breach by Programmer, for which Licensee may immediately terminate this Agreement.

[Signatures on following page]

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

LICENSEE:

Jackman Holding Company, LLC

A handwritten signature in dark ink, appearing to read "A Wray Fitch", written over a horizontal line.

By: _____

Name: Wray Fitch

Title: Managing Member

PROGRAMMER:

BUSTOS MEDIA HOLDINGS, LLC

By: _____

Name: Amador Bustos

Title: Managing Member

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

LICENSEE:

Jackman Holding Company, LLC

By: _____
Name: Wray Fitch
Title: Managing Member

PROGRAMMER:

BUSTOS MEDIA HOLDINGS, LLC

By:  _____
Name: Amador Bustos
Title: Managing Member