

EXHIBIT B

TOWER LICENSE AGREEMENT

THIS TOWER LICENSE AGREEMENT (this “Agreement”) is made as of _____, 2023 by and between Multicultural Radio Broadcasting, Inc., a New Jersey corporation, (“MRBI”) and Smiley Radio Properties, Inc., a California limited liability company (“SRP”).

Recitals

A. MRBI has a real estate interest in the real property (the “Property”) located at 1700 N. Alvarado Street, Los Angeles, CA 90026, which is more particularly described on *Exhibit A* attached hereto, and owns or operates the AM transmission towers listed on *Exhibit A* attached hereto (collectively, the “Towers”) and a transmitter building (the “Building”) located on the Property. The Towers, Building and all other improvements of MRBI on the Property are collectively referred to herein as the “Site.” MRBI uses the Site as the transmitter site for its radio broadcast stations KBLA AM 1580, Santa Monica, California, Facility Id. No. 34385 and its multiplex partners, KYPA AM 1230 Los Angeles, California, Facility Id. No. 18273, as well as KHJ AM 930, Los Angeles, California, Facility Id. No. 37244, which currently operate with a shared multi-frequency AM antenna system.

B. On the date of this Agreement, SRP is acquiring KBLA and desires to lease space from MRBI at the Property for the purpose of housing, installing and operating the KBLA Facilities (defined below), and for the purpose of utilizing the multi-frequency AM antenna system.

Agreement

NOW, THEREFORE, in consideration of the foregoing, and 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. Premises.

(a) During the Term (defined below), MRBI hereby leases to SRP use of the Towers and transmitter room in the Building.

(b) During the Term, MRBI hereby authorizes SRP to: (i) operate the KBLA Facilities on the Property including without limitation, maintaining, repairing, replacing and connecting the transmitters, transmission lines, filters, electric generators and other communications equipment related to the operation of KBLA in accordance with this Agreement (and for no other purpose), and (ii) access to portions of the Property for ingress to and egress from the Building and the Towers. All of the foregoing shall be collectively referred to herein as the “Premises.”

(c) As used in this Agreement, the term “KBLA Facilities” shall mean the KBLA transmitter room in the Building and any other cables, transmitter, filters and broadcast equipment of SRP located on the Property, and any replacement or additions to such equipment and facilities made in accordance with this Agreement, provided however that the KBLA duplex equipment shall not be considered part of the KBLA Facilities and shall continue to be owned by MRBI.

(d) The KBLA Facilities shall include sufficient space in the Building for KBLA’s transmitter and related equipment. MRBI and SRP shall cooperate in connection with installation of a separate usage/ panel meter to indicate the total power used by KBLA. Such separate usage/panel meter and its installation shall be at SRP’s cost. MRBI shall provide SRP with a copy of each month’s power utility invoice, within three (3) business days of receipt of such utility invoice, together with a readout of the KBLA meter, for purposes of independent computation of the amount owed by SRP to MRBI for power consumed by KBLA. SRP shall reimburse MRBI within five (5) business days of receipt of the utility invoice and readout from MRBI. This payment shall be in addition to the Rent as set forth below.

2. Term. The term (the “Term”) of this Agreement shall commence on the date of this Agreement (the “Commencement Date”) and shall end on the date five (5) years after the Commencement Date, subject to any earlier termination or extension of this Agreement. SRP shall have the option to renew for two, five (5) year renewal terms (“Renewal Term) at the end of the Term unless SRP gives MRBI written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Term.

3. Rent. SRP shall pay MRBI rent in the amount of \$10,000 per month (“Rent”) for use of the Premises, payable monthly in advance on the first day of each calendar month during the Term. Rent for any partial month shall be prorated. On each anniversary of the initial payment of Rent (the “Rent Commencement Date”), Rent shall be automatically increased by an amount equal to three percent (3%) of the Rent for the immediately preceding year. Rent shall be paid to MRBI at the address for notices provided in Section 30 below, or at such other place as MRBI may designate in a written notice to SRP.

4. Governmental Approvals. SRP shall be responsible for obtaining at its expense all necessary approvals of the Federal Communications Commission (“FCC”) and any other applicable state or local governmental authorities for the operation of the KBLA Facilities at the Property and for demonstrating compliance with the FCC’s rules. SRP shall comply with any conditions which the FCC or other applicable governmental authority may impose with respect to the operation of the KBLA Facilities. In the event that any governmental authority rescinds its approval for operation of the KBLA Facilities and SRP is forced to terminate operation, then SRP shall be entitled to terminate this Agreement upon thirty (30) days’ written notice to MRBI.

5. Use of Premises. During the Term, SRP may use the Premises for the operation of the KBLA Facilities and for no other purpose, utilizing the shared multi-frequency AM antenna system currently installed at the Property. Operation of the KBLA Facilities shall be conducted in accordance with this Agreement and the rules and regulations of the FCC and any other governmental body having jurisdiction over the operation of the KBLA Facilities or any activities of SRP on the Premises. SRP and MRBI shall each comply with all laws and regulations of the federal, state, county and municipal authorities applicable to the Property.

5.1 Non-Exclusive Use. SRP's use of the Property is non-exclusive, and MRBI reserves the right to use the Site for its own operations and to lease the Site (or any portion thereof) to others so long as such other uses are compatible with and do not, in any material respect, interfere with or impair SRP's use of the Premises pursuant to this Agreement or cause Interference (defined below) or any other material impairment to KBLA's operation or to the sound quality or coverage area of KBLA's signal.

5.2 Interference.

(a) Interference. SRP and MRBI shall use commercially reasonable efforts to avoid Interference with their respective operations from the Property and the Site and to resolve any Interference that arises in connection with such operation. Neither party shall make changes or installations at the Property and the Site that will impair or interfere with the other party's signals or broadcast operations from the Property and the Site. In the event Interference to such signals or operations does occur, the interfering party shall notify the other party in writing and take all commercially reasonable steps to correct such Interference in all material respects within seven (7) days. MRBI shall ensure that any and all tenants other than SRP who install or alter radio communications systems or other equipment on the Property and the Site after the date hereof shall not cause Interference to the operations of SRP's and, in the event of such Interference, MRBI shall eliminate such Interference without any further cost or expense to SRP.

(b) Interference Definition. As used herein, "Interference" with a transmitting activity means (i) a condition existing that constitutes "interference" within the meaning of the provisions of the then-current recommended practices of the Electronics Industry Association or under the rules, regulations, technical bulletins and orders of the FCC then in effect (for purposes of clarification, pre-existing interference or signal issues shall not constitute Interference under this Agreement) or (ii) a 10% impairment of the quality of the sound signals of a broadcasting activity from the Site over 10% of the broadcast service area of such activity, as compared to that which existed prior to the commencement of (or alteration to) the operations of the most recent use on the Property, provided that, Interference will not be deemed to exist with respect to KBLA, KHJ and KYPA so long as such stations remain able to transmit with the existing and acceptable signal quality for reception of analog AM receivers available for consumer use as of the date of this

Agreement, without measurable degradation as set forth herein, and consistent with FCC requirements with respect to suppression of spurious emissions.

5.3 Quiet Enjoyment. Each of SRP and MRBI shall conduct its operations at the Property in such a manner so as not to unreasonably interfere with the other's operations from the Property, provided that nothing stated herein is intended to preclude SRP's quiet enjoyment of the Premises afforded herein.

5.4 Cooperation. In the event it is necessary for SRP or MRBI to reduce, limit or temporarily cease use of its equipment located at the Property so that the other party may install, maintain, repair, remove or otherwise work upon its broadcast equipment at the Property, the non-requesting party shall cooperate in a commercially reasonable manner. Except in the event of an emergency, the requesting party shall provide at least twenty-four (24) hours' advance notice of any such installation, maintenance or repair work to the other party, if at all possible. Except in the event of an emergency, MRBI shall also provide advance notice to SRP of any planned utility work at the site. If necessary, the non-requesting party shall temporarily reduce, limit or cease use of its equipment located at the Property, provided that the requesting party takes all commercially reasonable steps to minimize the amount of time the non-requesting party shall so operate and that the requesting party takes all commercially reasonable steps to schedule such installation, maintenance, repairs, removal or work at a time reasonably convenient to the non-requesting party. In the event SRP's use of the Premises is reduced so as to have a material adverse effect on KBLA, then SRP may terminate this Agreement on thirty (30) days written notice to MRBI and may remove its equipment in accordance with Section 22, with no further liability other than the payment of amounts due through the date SRP vacates the Property and other surviving provisions of this Agreement.

6. Access.

6.1 Prior to Commencement Date. Prior to the Commencement Date, SRP shall have reasonable access to the Property as reasonably needed. SRP shall contact MRBI prior to accessing the Premises for such purpose and shall give MRBI the opportunity to have its employees or agents accompany SRP on all such visits to the Property. During the Term, SRP shall have access to the Property for the purpose of installing, maintaining, operating and repairing the KBLA Facilities in compliance with this Agreement.

6.2 Authorized Personnel. During the Term, SRP shall have access to the Premises, twenty-four hours a day, seven days a week. In the event that SRP wishes to access the Towers, SRP shall provide notice to MRBI, and MRBI shall arrange to have a representative available at a mutually agreeable time.

6.3 SRP Contractors. All contractors and subcontractors (collectively referred to herein as "Contractor") of SRP who perform any service for SRP on the Premises shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Any such Contractor shall carry insurance issued by companies licensed in the state of California. In addition, if requested by MRBI, Contractor shall

provide MRBI with certificates or other proof of insurance which shall name MRBI as an “additional insured” on all such policies and such other documentation as MRBI may reasonably request showing Contractor’s compliance with this Section 6.3.

7. Utilities. SRP has the option to, and shall at its sole cost and expense initiate, contract for, obtain and pay for any electrical, telephone or other utility services used by SRP at the Premises, subject to approval from MRBI engineers which approval shall not unreasonably be withheld, postponed or otherwise delayed. Each of SRP and MRBI shall cooperate with the other’s reasonable requests regarding the manner and timing of the installation of SRP’s utilities. Without limiting the foregoing, MRBI shall permit SRP to install a sub-panel from the existing service with a private meter for billing purposes and shall also permit SRP to connect to any existing emergency generator system at the Site.

8. Taxes. MRBI shall pay all real property taxes assessed against the Premises and the Property, and SRP shall reimburse MRBI upon invoice for a pro rata share (being 1/3) of such real property taxes, provided that in the event additional tenants are added to the Premises, the real property taxes shall be divided on a pro rata basis taking into account the additional tenants. SRP shall pay when due any taxes levied against the SRP Facilities and any other personal property of SRP located on the Premises. Where possible, SRP shall cause the SRP Facilities or other personal property to be assessed and billed separately from the Property.

9. Maintenance.

(a) MRBI shall maintain the Property, Towers and Building and the ground system at its expense in good operating condition (ordinary wear and tear excepted); all towers and ground system shall be maintained in accordance with good engineering practice as such is customarily understood in the industry. During the Term, MRBI shall maintain all required Site records and shall file any required notification concerning any failure of, repairs to, and correction of the Site in compliance with the rules and regulations of the Federal Aviation Administration (the “FAA”), the FCC and any other applicable governmental authority. During the Term, MRBI shall maintain the Towers and Tower lighting in compliance with all FCC and FAA regulations. Except in the event of an emergency, in the event that MRBI must decrease power or shut the KBLA Facilities down in order to perform maintenance on the Site or the Premises, MRBI shall provide SRP with seven (7) days’ advance notice, if possible, so that SRP may have an opportunity to have its engineers present during such maintenance work.

(b) SRP shall maintain the KBLA Facilities at its expense in good operating condition (ordinary wear and tear excepted).

(c) Each of SRP and MRBI shall pay its pro rata share of other maintenance costs related to the proposed multiplex operation. SRP shall reimburse MRBI upon invoice for a pro rata share (being one-third) of the reasonable out-of-pocket expenses incurred by MRBI in the ordinary course of business for maintenance of the Towers (including for lighting, painting and tensioning), landscaping of the Property, security of the

Towers and compliance with Los Angeles County mandated graffiti control, provided that in the event additional tenants are added to the Premises, the costs shall be divided on a pro rata basis taking into account the additional tenants. MRBI shall be responsible for all expenses related to the Property, Towers or Building that are outside of the ordinary course of business and for all expenses that relate solely to KHJ or KYPA.

10. Insurance. Each of SRP and MRBI shall all times during the Term maintain, at a minimum, the policies of insurance set forth below issued by companies licensed in the state of California, with respect to its operations from the Property:

10.1 Commercial General Liability Insurance. Commercial General Liability Insurance for bodily injury and property damage, written on an “occurrence” basis, with limits no less than \$2,000,000 aggregate and no less than \$1,000,000 per occurrence.

10.2 Worker’s Compensation Insurance. Workers’ Compensation Insurance affording coverage under the workers’ compensation laws of California, having minimum limits of \$500,000 for injury by accident and \$500,000 for injury by disease.

10.3 Umbrella Liability Insurance. Umbrella Liability Insurance at not less than a \$3,000,000 limit providing excess coverage over all limits and coverages noted in Sections 10.1 and 10.2 above, written on an “occurrence” basis.

11. Improvements, Modifications, Alterations. During the Term, SRP, at SRP’s expense, shall have the right to substitute, modify, change or replace any or all of the KBLA Facilities, provided that, prior to commencement of installation of any material part of the KBLA Facilities, SRP submits to MRBI, for review and written approval, copies of SRP’s construction and installation plans for the modifications. MRBI’s approval of such plans shall be timely and shall not be unreasonably withheld, conditioned or delayed. Title to the KBLA Facilities shall be held by SRP, and all equipment or other property attached to or otherwise brought onto the Property by SRP, including the equipment cabinets, but not including the KBLA diplex equipment or antenna, shall at all times be considered personal property of SRP and not fixtures. SRP shall not demolish, remove or modify any permanent installations, additions, fixtures, structures or other improvements now or hereafter affixed to the Site or any structure thereon, without the prior written consent of MRBI.

12. Liens. SRP has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by the actions of SRP, or the operation of law or otherwise, to attach to or be placed upon MRBI’s title or interest in the Property, Building, Towers or Premises, any and all liens and encumbrances created by SRP shall attach to SRP’s interest only. SRP agrees not to permit any lien of mechanics, suppliers, materialmen or others to be placed against the Building, Towers or Property, and SRP agrees that within thirty (30) days after written notice by any entity of the filing of any such lien, SRP shall cause it to be released and removed of record.

13. Indemnification. MRBI shall indemnify, defend and hold SRP harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from MRBI's use of the Property, Towers and Building; from any defects in MRBI's equipment, including the tower ground system; from defects in the Towers or Tower lighting, or failure to comply with FCC or FAA Tower or lighting regulations; or from MRBI's default under this Agreement. SRP shall indemnify, defend and hold MRBI harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from SRP's use of the Premises, except for any claims or damages that may arise from or be caused by the negligence of MRBI or its agents, or from SRP's default under this Agreement. The obligations under this Section shall survive any termination of this Agreement. In no event shall either party be liable to the other for indemnification of losses due to business interruption or inability of either party to continue broadcasting.

14. Damage and Destruction. In the event that any of the Towers or the ground system is fully or partially destroyed or damaged by fire, lightning, windstorm, explosion, collapse, vandalism, civil disturbance, aircraft or other vehicle damage or other casualty so as to be unfit for SRP's occupancy and intended use hereunder and the Towers and/or ground system cannot be restored or rebuilt by MRBI within 180 days, then SRP may elect to terminate this Agreement by written notice to MRBI. If any of the Towers or ground system is in need of such repair or is so damaged by fire, lightning, windstorm, explosion, vandalism, aircraft or other vehicle damage, collapse or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling the KBLA Facilities, then MRBI may request that SRP remove such KBLA Facilities or interrupt SRP's operations, thereafter replacing the equipment as soon as reasonably possible (and MRBI shall be responsible for repairing or replacing any related damage to the KBLA Facilities to substantially the same or better condition as existed prior to the damage.) SRP shall be entitled to a pro rata abatement of its Rent for such time as it is unable to conduct its normal operations as a result of such total or partial destruction or damage or need of repair. Notwithstanding anything herein to the contrary, in the event SRP's use of the Premises is reduced so as to have a frequent, repeated, prolonged, or significant adverse effect on KBLA operations, then SRP may terminate this Agreement on thirty (30) days written notice to MRBI and shall remove its equipment in accordance with Section 22, with no further liability other than the payment of amounts due through the date SRP vacates the Property and other surviving provisions of this Agreement.

15. Digital Conversion. In the event that the FCC requires conversion of AM analog radio to digital systems, the parties will cooperate with each other in any required replacement and reinstallation of their respective equipment so as to achieve the appropriate replication of the stations' coverage area, including, as necessary, any amendments to this Agreement.

16. Hazardous Materials.

16.1 Each of MRBI and SRP shall: (a) comply with all environmental laws applicable to its operations from the Property, (b) not bring any hazardous materials on the Property except in compliance with applicable law, (c) not take any action that would subject the Property to permit requirements for storage, treatment or disposal of hazardous materials, (d) not dispose of hazardous materials on the Property, (e) not discharge hazardous materials into drains or sewers in violation of any environmental laws, (f) not suffer, cause or allow the release of any hazardous materials on, to or from the Property in violation of any environmental laws or in quantities requiring a permit, and (g) at its own cost arrange for the lawful transportation and off-site disposal of all hazardous materials that it generates.

16.2 Each of SRP and MRBI shall promptly upon receipt thereof provide the other party with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notices of environmental liens or response actions in progress and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, or other federal, state or local agency or authority or any other entity or individual, concerning any release of a hazardous material on, to or from the Property or any alleged violation of or responsibility under environmental laws.

16.3 MRBI agrees that SRP is not responsible for any hazardous materials located on the Property prior to the Commencement Date or for any hazardous materials subsequently brought to the Property by MRBI or any third party permitted at the Property by MRBI.

17. MRBI Title. MRBI's title to the Property, Building, Towers and Premises is and always shall be paramount to the interest of SRP and nothing herein contained shall empower SRP to do any act or to omit any act which would encumber MRBI's title.

18. Force Majeure. MRBI shall not be liable to SRP for failure to furnish space under this Agreement if prevented by war, fires, strikes or other labor troubles, acts of God, or other causes beyond its reasonable control. SRP shall be entitled to a pro rata abatement of its Rent for such time as it is unable to conduct its normal operations as a result of a force majeure event. Notwithstanding anything herein to the contrary, in the event SRP's use of the Premises is reduced so as to have a material adverse effect on KBLA, then SRP may terminate this Agreement on thirty (30) days written notice to MRBI and shall remove its equipment in accordance with Section 22, with no further liability other than the payment of amounts due through the date SRP vacates the Property and other surviving provisions of this Agreement.

19. Eminent Domain. If the land on which MRBI's Towers, foundation or Building is located, or the Premises are acquired or condemned under the power of eminent domain whether by public authority, public utility, or otherwise, then this Agreement shall terminate as of the date title shall have vested in such public authority. MRBI shall be

entitled to the entire amount of any condemnation award, except SRP shall be entitled to make a claim for and retain a condemnation award based on and attributed to the value of the KBLA Facilities and the expense of removing and relocating the KBLA Facilities.

20. Assignment.

(a) By MRBI. MRBI shall have the right to assign this Agreement in connection with a transfer of the Property, provided that such assignee agrees in writing to assume all obligations of MRBI under this Agreement arising on or after the date of assignment.

(b) By SRP. SRP shall not assign or sublease this Agreement without the prior written consent of MRBI, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, SRP may assign its rights and obligations under this Agreement, without the consent of (but upon prior written notice to) MRBI, to an entity that is controlled by or under common control with SRP, provided that such acquiring party agrees in writing to assume this Agreement.

(c) No assignment shall relieve a party of any obligation or liability under this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

21. Termination.

21.1 SRP Default. In the event SRP shall: (i) default in the payment of Rent or any other sum payable by SRP hereunder and such default shall continue for a period of five (5) business days after the date of written notice from MRBI, or (ii) default in the performance of any other covenants under this Agreement and such default continues for thirty (30) days after the date of written notice thereof from MRBI (provided, however, if SRP is using commercially reasonable efforts to cure such default, then SRP shall have an additional thirty (30) days to cure), then MRBI may:

(a) terminate this Agreement by written notice to SRP and retake possession of the Premises;

(b) cure any such default and invoice SRP for the costs and expenses of the same, which invoice shall be payable within ten (10) business days; and

(c) exercise any other remedy available at law or in equity.

If SRP remains in default beyond any applicable cure period, whether or not MRBI shall have terminated this Agreement, MRBI may, at MRBI's option, (i) demand immediate removal by SRP of the KBLA Facilities from the Property, and if SRP fails to do so within ten (10) business days of MRBI's demand, MRBI may remove and store the KBLA Facilities at SRP's sole cost.

21.2 MRBI Default. In the event MRBI shall default in the performance of any covenants under this Agreement and such default continues for thirty (30) days after the date of written notice thereof from SRP (provided, however, if MRBI is using commercially reasonable efforts to cure such default, then MRBI shall have an additional thirty (30) days to cure), then SRP may terminate this Agreement by written notice to MRBI, and shall have no further obligation under this Agreement other than the payment of amounts due through the date SRP vacates the Property and other surviving provisions of this Agreement.

22. Removal of Tower or KBLA Facilities. Subject to the provisions of Section 21 above, upon expiration or termination of this Agreement either party shall have the right to dismantle, disconnect and remove, at the party's sole expense, any and all equipment owned by the party which may be installed in or connected to the Towers, Building, Property or Premises. provided, however, that neither party shall take such action that will unreasonably disrupt or otherwise materially adversely affect the signal of KYPA, KHJ or KBLA, if the party is in material breach of this Agreement. If such disruption occurs, the breaching party shall be responsible for all commercially reasonable costs and expenses reasonably necessary to restore in all material respects the signal of KYPA, KHJ or KBLA (as applicable) to its strength and coverage. For avoidance of doubt, the KBLA diplex equipment is the property of MRBI.

23. Attornment. In the event of any proceedings brought for the foreclosure of any mortgage covering the Property, or in the event of any other transfer of the Property by MRBI, SRP shall attorn to MRBI's successor in interest and recognize such successor as MRBI under this Agreement.

24. Remedies Cumulative. The remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto.

25. No Waiver. Should either party permit a continuing default of the other party's performance of the terms of this Agreement, its obligations hereunder shall continue and such permissive default shall not be construed as a waiver of any rights or obligations hereunder.

26. Relationship of Parties. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the provisions contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

27. Applicable Law. This Agreement shall be construed and governed in accordance with the internal laws of the State of California without regard to the conflict of laws provisions thereof.

With a copy (which shall not constitute notice) to:

David G. O’Neil, Esq.
Rini’O’Neil, PC
2101 L Street, NW
Suite 300
Washington, DC 20037
(Tel): 202-955-3931
(E-mail): doneil@rinioneil.com

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any faxed or PDF signature page hereof shall be considered an original signature page and be effective for all purposes to evidence such party’s execution hereof.

32. Severability. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, then so long as no party is deprived of the benefits of this Agreement in any material respect, the remainder of this Agreement shall not be affected thereby, and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

33. Representations. SRP and MRBI each represent and warrant to the other that it has the power and authority to enter into this Agreement, it is in good standing in the jurisdiction of its organization and is qualified to do business in the state of California, it has duly authorized this Agreement, and this Agreement is binding upon it, and the execution, delivery, and performance by it of this Agreement does not conflict with any other agreement to which it is a party.

13932370

[Signature Page Follows]

SIGNATURE PAGE TO TOWER LICENSE AGREEMENT

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by MRBI and SRP as of the date first set forth above.

MRBI: MULTICULTURAL RADIO BROADCASTING, INC.

By: _____
Name:
Title:

SRP: SMILEY RADIO PROPERTIES, INC.

By: _____
Tavis Smiley
President

EXHIBIT A
DESCRIPTION OF PROPERTY

The Station's transmitter site located at 1700 N. Alvarado Street, Los Angeles, California, which shall be licensed to Buyer from and after Closing pursuant to the Tower License Agreement.

EXHIBIT B
KBLA FACILITIES