

## **TIME BROKERAGE AGREEMENT**

**THIS TIME BROKERAGE AGREEMENT** (this “Agreement”) is made as of January 20, 2023, by and between **KLOK MEDIA, INC.**, a corporation organized under the laws of the State of California (“Licensee”) and **PUNJABI AMERICAN MEDIA, LLC**, a limited liability company organized under the laws of the State of California (“Programmer”) (Licensee” and “Programmer” together the “Parties”).

**WHEREAS**, Licensee is licensee of KLOK(AM), San Jose, California, Facility No. 41139 (the “Station”), which is authorized to operate pursuant to authorizations (the “Station’s Licenses”) issued by the Federal Communications Commission (“FCC”); and

**WHEREAS**, Programmer is entering into an Asset Purchase Agreement for the purchase of certain assets of the Station; and

**WHEREAS**, until such time as Programmer becomes owner of the Station and its assets, Programmer desires to provide programming for broadcast on the Station and for the sale of advertising time included in that programming on the terms set forth in this Agreement; and

**WHEREAS**, the Licensee has represented that it has considered carefully the policies of the Federal Communications Commission (“FCC”) on time brokerage and intend that this Agreement comply fully with all such policies.

**WHEREAS**, Programmer also wishes to enter into a right of first refusal for the potential purchase of the Station.

**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**. This Agreement shall be effective and binding upon the parties as of the date first set forth above. The term of this Agreement (the “Initial Term”) will commence on the Operational Commencement Date (defined in Section 2 below) and continue until the earlier of (i) nine-months from the Operational Commencement Date; (ii) the consummation of the Asset Purchase Agreement for the sale of the Station to Programmer; or (iii) valid termination of the APA under the terms of Section 14, herein.

2. **Programming**. Commencing on \_\_\_\_\_, 2023 (the “Operational Commencement Date”), and thereafter during the Term, Programmer shall obtain from Licensee to provide programming on the Station for the price and on the terms specified below, and shall transmit to Licensee programming and content that it produces, licenses, or owns (the “Programming” or “Programs”) for broadcast on the Station One Hundred Sixty-Eight (168) hours per week except for: (a) downtime occasioned by routine maintenance consistent with prior practice); (b) public service announcements as may be broadcast by Licensee; (c) times when Programmer’s Programming is not accepted or are preempted by Licensee in accordance with this Agreement; and (d) times when the Station is not broadcasting because of Force Majeure Events (the “Broadcasting Period”). Programmer will transmit, at its own cost, the Programming in a manner that ensures that the Programming meet technical and quality standards at least equal to

those of the Station's broadcasts prior to commencement of the Term. In the event Programmer sells blocks of time to third party producers of informercials, Programmer shall ensure that all such Programming conform to all agreements, broadcasting policies, laws, and rules as provided herein. Programmer shall include in the Programming the sponsorship identification/political advertising announcements with respect to advertising and other material included in the Programming as are required by the Communications Laws. The intellectual property rights relating to Programming including all trademarks, station brand name, service marks, tradenames, characters, formats, jingles, promotional materials, program documentation, logos and positioning statements which the Programmer already owns or develops for the Programming during the term of this Agreement or furnishes shall be owned exclusively by the Programmer. This clause shall survive the termination or sooner determination of this Agreement.

3. **Broadcasting.** In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programming and for the sale of advertising time included in that Programming, subject to the provisions of this Agreement.

4. **Advertising.** During the Term, Programmer will be responsible for the sale of advertising on the Station during the Broadcasting Period and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all such collections for advertising that is sold by Programmer. Programmer may sell advertising for the Station in combination with any other broadcasting station of its choosing. All contracts for advertising on the Station which may be entered into by Programmer shall terminate upon the termination of this Agreement, unless this Agreement is terminated due to sale of the Station to Programmer. Programmer may employ and shall be responsible for the salaries, benefits, employer taxes, insurance, and related costs of employment of personnel for the sale of advertising time and for the collection of accounts receivable with respect to commercial advertisements broadcast on the Station.

5. **Payments.**

**Monthly Payments.** For the broadcast of the Programming and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on Schedule A attached hereto.

6. **Control.**

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power, and control over the operation of the Station and over all persons working at the Station during the Term. Without limiting the generality of the foregoing, Licensee will: (i) designate a manager for the Station, who will report and be solely accountable to Licensee and will direct the day-to-day operations of the Station, and (ii) retain control over the policies, programming, and operations of the Station. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee or Licensee of the Station.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing Programming which is contrary to the public interest, the Communications Act of 1934,

as amended (the “Communications Act”), or the FCC’s rules, regulations, and policies (the “Rules,” and together with the Communications Act, the “Communications Laws”) or (ii) substituting programs which Licensee believes in its sole discretion to be of greater local, regional or national interest or significance, or which are designed to address the problems, needs and interests of the local communities, or to use part or all of the hours of operation of the Station for the broadcast of events of special importance. Without limiting the preceding sentence, Licensee reserves the right to (A) refuse to broadcast any Program containing content which Licensee in its sole discretion believes, or may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Station to, violate any right of any third party, constitute a personal attack or be defamatory, indecent, obscene, profane, or which does not meet the requirements of the Communications Laws or the Program Standards (defined below) or is otherwise in violation of any law or contrary to the public interest, (B) preempt any Program in the event of a local, state, or national emergency, or (C) delete any commercial announcements that do not comply with the requirements of the FCC’s sponsorship identification policy. Programmer will immediately serve Licensee with notice and a copy of any letters it receives from a member of the public concerning any Program for Licensee review and inclusion in its public inspection file at sole the discretion of Licensee. In furtherance of the foregoing, Licensee may take any other actions necessary to ensure the Station’s operations comply with the laws of the United States, the laws of the State of California, the Communications Laws (including the prohibition on unauthorized transfers of control), and the rules, regulations, and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. Licensee may preempt, reject, or otherwise refuse to broadcast any Program under this Section 6(b) without reduction or offset in the payments due Licensee under this Agreement; however, Licensee expressly agrees that its right of preemption shall not be exercised for the commercial purposes of Licensee.

(c) Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee’s instructions. During all hours when Programmer is delivering the Programming, Programmer shall (i) include in the Programming, at the appropriate times, the hourly station identification announcement required to be broadcast over the Station; and (ii) maintain at the location from which the Programming is being originated a receiver capable of receiving test messages and alerts over the Emergency Alert System (“EAS”), which EAS receiver shall be continuously monitored. If an EAS test or alert is received during the hours when Programmer is delivering the Programming, Programmer shall cause the appropriate EAS test or alert message to be transmitted over the Station and shall be responsible for ensuring that the receipt and broadcast of such EAS tests and alerts are properly recorded in the Station’s log.

7. **Compliance with Copyright Act; Music License Fees.** Programmer shall obtain and maintain its own music licenses, arranged for by Programmer with the applicable music licensing organizations, including ASCAP, BMI, and SESAC. Programmer shall be responsible for timely paying the costs for these separate licensing agreements. All Programming, including music supplied therein, supplied by the Programmer shall be (i) licensed by a music licensing agent such as ASCAP, BMI, or SESAC, as appropriate, (ii) in the public domain or (iii) cleared at the source by Programmer. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Station.

Programmer shall not be obligated to pay for any music licensing or any similar expenses associated with content produced by Licensee. Programmer shall not broadcast any material on the Station in violation of the Copyright Act or the rights of any person.

**8. Representations, Warranties, and Covenants of Licensee.**

Licensee represents and warrants to, and covenants with the Programmer that:

a. The FCC License in respect of the Station is validly existing for the operation of the broadcast facilities described therein under the Communications Act. The FCC License in respect of the Station are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated.

b. This Agreement has been duly executed by Licensee and delivered to Programmer and constitutes a legally valid and binding obligation of Licensee, enforceable against it in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors' rights generally or equitable principles.

c. No consent of any party and no consent, license, approval or authorization of, or exemption by, or filing, restriction or declaration with, any governmental authority, bureau, agency or regulatory authority, other than the filing of this Agreement as may be required with the FCC, is required in connection with the execution, delivery or performance of this Agreement by Licensee or will affect the validity or performance of this Agreement.

d. Neither (i) the execution, delivery and performance of this Agreement by Licensee nor (ii) Licensees' compliance with the terms and conditions hereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms and conditions of, constitute a default under, or violate the organizational documents of Licensee, any material judgment, decree, order, injunction, agreement, lease or other instrument to which Licensee is a party or by which Licensee is legally bound, or any law, rule or regulation applicable to Licensee, except where such conflict, breach or failure to comply would not have a material adverse effect on the validity, binding effect or enforceability of this Agreement or the ability of Licensee to perform their obligations under this Agreement. Licensee is not currently a party to any time brokerage agreements or agreements for the broadcast of programs. Any and all time brokerage agreements or other contracts for the broadcast of programs on the Station shall have been lawfully terminated as of the date first written above. Neither Licensee nor its owners, principals, managers, or agents are parties to any litigation pursuant to any such time brokerage agreements or agreements for the broadcast of programs, nor have they been threatened with such litigation. Licensee agrees to indemnify Programmer and hold Programmer harmless in the event that Programmer is named as a defendant in any litigation with regard to any such time brokerage agreements or agreements for the broadcast of programs on the Station.

e. Except as set forth below, (i) Licensee has not, with respect to the Station, been operating under or subject to, or in default with respect to, any order, writ, injunction, judgment, or decree of any court or federal, state or local governmental authority or agency on the business of the Station; (ii) neither Licensee nor any of its officers or agents have received any inquiry, written or oral, from any such authority concerning any of the operations or business of

the Station prior to the date of this Agreement on the business of the Station; (iii) there is no litigation or arbitration pending by or against, threatened against Licensee or the Station related to or affecting any of the Assets; (iv) Licensee has complied with all laws, regulations, orders, or decrees applicable to the Station, and (v) the present uses by Licensee of the Assets do not violate any such laws, regulations, orders, or decrees, and Licensee has no knowledge of any basis for any claim for compensation or damages or other relief from any violation of the foregoing.

f. During the Term hereof, Licensee shall operate the Station in compliance with the Communications Laws in all material respects and shall be responsible for the Station's regulatory filings.

g. Licensee shall maintain the facilities and equipment of the Station in compliance with the Communications Laws in all material respects, and all capital expenditures reasonably required to maintain operation of the Station in full accordance with its FCC Authorizations. Except for period where reduction of power is required for routine maintenance (which maintenance shall be performed to the extent possible during the hours of 12:00 A.M. and 6:00 A.M.) or emergency maintenance activities, Licensee shall use all reasonable efforts to operate the Station at maximum authorized facilities. During all hours when programming is being broadcast over the Station, Licensee shall maintain at the location from which the programming is being originated, a receiver capable of receiving test messages and alerts over the Emergency Alert System.

h. Licensee shall maintain an appropriate Online Public Inspection File and shall place such documents in that file as may be required by the Communications Laws. Licensee represents that its public inspection file is current and in compliance with the Communications Laws as of the Commencement Date in all material respects. Subject to Programmer's programming rights and responsibilities, Licensee shall operate and maintain the Station consistent with past practices and procedures.

i. Licensee shall acquire and maintain appropriate property and liability insurance in amounts reasonably required to protect its obligations hereunder.

j. Licensee shall timely pay all Licensee's expenses or obligations (i) as provided under this Agreement hereof, and (ii) relating to the operation of the Station.

## 9. **Programming.**

(a) Programmer shall at all times ensure that the contents of the Programming (i) conform to all Communications Laws and the "Program Standards" attached hereto as Schedule B and all other laws or regulations applicable to the broadcast of programming by the Station and (ii) contain matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Programmer at no time shall air any contests, sweepstakes, or advertisements that pertain to gambling or political spots during any Program without Licensee's prior written consent. Programmer shall consult with Licensee in the selection of the Programming to ensure that the Programming's content conforms to obligations set forth in this Agreement. In addition, Programmer shall, upon request by Licensee, provide (i) information about Programming that is responsive to the public needs and interests of the area served by the

Station, so as to assist Licensee in the preparation of any required programming reports, and (ii) other information to enable Licensee to prepare other records, reports, and logs required by the FCC or other local, state or federal governmental agencies. Licensee may amend or update the Program Standards in its sole discretion notwithstanding anything in Section 19 to the contrary. Any violation of subsection (i) of the first sentence of this Section 9(a) shall be deemed an incurable Event of Default.

(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 as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities during the Broadcasting Period 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. Programmer agrees that it will not accept any consideration, compensation, gift, or gratuity of any kind whatsoever, regardless of its value or form including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with applicable law and the rules of the FCC. Programmer shall at all times comply with the requirements of Sections 317 and 507 of the Communications Act and the related FCC rules.

(c) Programmer shall at all times permit Licensee to review, on a confidential basis, any programming material relating to Programming as it may reasonably request, solely for the purpose of reviewing the Programmer's compliance with applicable laws and regulations and Station policies. Any material deviation when a Program is actually broadcast from the information provided about a Program prior to broadcast, without Licensee's prior consent, shall be deemed an Event of Default. In addition, Programmer shall promptly (but no later than three (3) business days following receipt thereof) provide Licensee with copies of all correspondence received by Programmer relating to the Station's broadcasts and Programming from any federal, state, or local government or regulatory entity or member of the public.

(d) Foreign Programming. Where material being broadcast by Programmer has been aired has been provided by a foreign governmental entity, at the time of the broadcast, Programmer agrees to include the following disclosure:

The [following/preceding] programming was [sponsored, paid for, or furnished], either in whole or in part, by [name of foreign governmental entity] on behalf of [name of foreign country].

At a minimum, the announcement shall be made at both the beginning and conclusion of the programming. For programming of greater than sixty minutes in duration, an announcement shall be made at regular intervals during the broadcast, but no less frequently than once every sixty

minutes. Where the primary language of the programming is other than English, the disclosure statement shall be made in the primary language of the programming. Programmer shall provide Licensee with copies of all such disclosures and the name of the program to which the disclosures were appended for inclusion in Licensee's online public inspection file within ten (10) business days of the broadcast of any such disclosures.

10. **Expenses.**

(a) **Expenses Attributable to Programmer.** During the Term, Programmer will be solely responsible for (i) the salaries, taxes, insurance and other costs for all personnel and facilities used in the production or licensing of the Programming supplied to Licensee and in fulfillment of its rights and obligations under this Agreement; (ii) program license costs and copyrights fees, including the costs described in Section 7, for Programmer's Programming; (iii) costs for its own studio and studio facilities; (iv) telephone service; and (v) the costs of delivering the Programming to Licensee.

(b) **Expenses attributable to the Licensee.** In addition to any long-term liabilities it may have, Licensee shall be solely responsible for the following direct and indirect operating costs of the Station (these expenses are to be paid by the Licensee without reimbursement by Broker):-

- a. Station's own delivery and postage service;
- b. Salaries, payroll taxes, insurance and related costs of Station's management and staff personnel employed by Licensee. These employees shall be Licensee's employees and shall not be compensated or accountable to Programmer in any manner whatsoever. The duties of those employees shall be determined exclusively by Licensee;
- c. Power and other utility bills for Station's studio/office facilities; and
- d. Any royalties or commissions related to broadcast of Licensee's programming.

11. **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. Programmer, on behalf of Licensee, shall include in the Programming the station identification announcements at the beginning of each hour to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is authorized to use such call letters of the Station in its Programming as reasonably necessary and, upon Licensee's prior written consent, in any promotional material in any media used in connection with the Programming.

12. **Facilities.** Subject to Section 14(d), during the Term, Licensee shall maintain the operating power of the Station and shall repair and maintain the Station's towers and transmitter sites and equipment consistent with its past practice.

13. **Representations.** Programmer and Licensee each represent and warrant 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. **Termination; Events of Default.**

(a) **Termination.** During the Term and Renewed Terms this Agreement shall terminate only upon the occurrence of any of the following:

(i) A declaration by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction that this Agreement is invalid or illegal in whole or in material part, and such order or decree has become final and no longer subject to further administrative or judicial review;

(ii) The expiration of the Term and Renewed Terms;

(iii) An Event of Default (as defined hereof) by any party hereto; or

(iv) A sale of the station prior to expiration of the Term and Renewed Terms, subject to **Section 22**.

Upon the termination of this Agreement, Licensee shall not be under any further obligation to make available to Programmer any further broadcast time or broadcast transmission facilities.

(b) **Events of Default:**

(I) 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 (“Payment Default”);

(ii) (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect;

(iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect; or

(iv) Programmer consistently fails to conform the Programming materially in compliance with the Communications Laws.

For the purpose of this clause , any Payment Default will not be deemed to have occurred until after fifteen (15) business days after Licensee has provided Programmer with written notice specifying the Payment Default and such payment remains uncured.



For avoidance of doubt, the Parties agree that the Programmer shall have the right to reorganize its business and/or consolidate its business with a group company and the same shall not be treated as an Event of default, provided, however, that Programmer provides notice to Licensee of such reorganization or consolidation.

(II) 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.

(III) If either party (i) makes a general assignment in the context of bankruptcy for the benefit of creditors, (ii) files or has filed against it a petition in bankruptcy, reorganization in the context of bankruptcy or an arrangement in the context of bankruptcy for the benefit of creditors or the appointment of a receiver under federal or state insolvency laws and said matter is not dismissed or discharged within sixty (60) days thereof.

(c) Notwithstanding the foregoing, any Event of Default that is not a Payment Default and that is capable of being cured will not be deemed to have occurred until fifteen (15) 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. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. Upon the occurrence of a Payment Default or an Event of Default, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

(d) The failure of Licensee and/or the Programmer to broadcast the Programming due to facility maintenance, repair or modification or due to any reason out of Licensee's or Programmer's reasonable control (a "Force Majeure Event") shall not constitute a breach of this Agreement, nor an Event of Default, by the Parties, and the Parties in such case shall not be liable to each other therefor. In the event of a Force Majeure Event, the Parties may mutually decide to terminate this Agreement..

(e) If the Station suffers any loss or damage of any nature to transmission facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, the party first learning of such problem shall immediately notify the other party, and Licensee shall, with all reasonable diligence, undertake such repairs as are necessary to restore full-time operations of the Station with its maximum authorized facilities. In case at any time the transmission facilities remain off-air for any reason whatsoever for 24 hours or more, the programmer will accordingly reduce monthly fees on a pro-rata basis.

(f) If this Agreement is terminated, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the *status quo ante*.

Termination of this Agreement shall not relieve any party from liability for breach of this Agreement.

(g) Upon the termination of this Agreement Licensee and Programmer shall have the following obligations:

(i) Each party shall return all confidential information with respect to the other party and the Station to its point of origin;

(ii) Programmer shall be entitled to all uncollected accounts receivable for the sales of advertising time that has been broadcast by the Station during the Term and the Licensee shall reasonably cooperate with the Programmer to the extent permitted to enable Programmer to fulfill advertising or other programming contracts on or before such termination;

(iii) All rights granted including the intellectual property rights in the Programming shall revert to the Programmer and the Licensee shall cease to use or exploit the same.

(iv) The Licensee shall undertake to delete/erase/remove all Programming content from the Broadcast facility or equipment or any studio equipment/machines/computers/laptop/ apparatus, communication system, etc., in custody of the Licensee.

(v) The Programmer shall have absolute control over all its equipment, assets and properties and shall have the right to take back/remove all its equipment, assets and properties that were provided for the purpose of providing the programming services by and under the Agreement.

(vi) The Programmer at its sole discretion shall give an offer to sell the Programmers equipment/assets to the Licensee on an as is where is basis at a written down value which shall be subject to applicable laws.

15. **Indemnification.** Programmer shall indemnify, defend, protect, and hold harmless Licensee and Licensee's shareholders, officers, directors, employees, agents, partners, and affiliates from and against all losses and claims (including costs of investigation and defense and attorneys' and other professionals' fees) arising from or relating to (i) the Programmer's use of the Station, or (ii) Programmer's breach of any representation, warranty, covenant, or other agreement hereunder. Without limitation of the generality of the preceding sentence, Programmer will indemnify and hold Licensee and Licensee's shareholders, officers, directors, employees, agents, partners, and affiliates harmless from and against all liability arising from or relating to the programming and content produced or supplied by Programmer for broadcast on the Station including, without limitation, liability for libel, slander, infringement of copyright, or other intellectual property right (including music licensing rights), violation of rights of privacy or proprietary rights, or violation of FCC rules, regulations, or policies or applicable law, and for any other claims of any nature including, without limitation, any investigation or fines or forfeiture imposed by the FCC for violation of any FCC rule, regulation, or policy including, without limitation, those relating to lotteries or games of chance, obscenity, or indecency, broadcast hoaxes, "personal attacks," or the adequacy of sponsorship identification.

Licensee will indemnify and hold Programmer including its officers, employees, agents and affiliates harmless from and against all liability, loss and claims (including costs of investigation and defense and attorneys and other professional's fees) arising out of or relating to (i) Licensee's breach of any representation, warranty, or covenant hereunder and (ii) any programming furnished by Licensee to the Station and for other acts of Licensee and its employees and agents taken in the course of its business. This clause shall survive termination or early determination of this Agreement.

16. **Assignment.** Neither Licensee nor Programmer may assign this Agreement without the prior written consent of the other party. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns.

17. **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, regulations, and 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 the Station's Online Public Inspection File.

18. **Notices.** Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Programmer:

Punjabi American Media, LLC.  
3750 McKee Road, Suite A  
San Jose, CA 95127

if to Licensee:

KLOK Media, Inc.  
1692 Tully Rd.  
Suite 9  
San Jose, CA 95122  
Attn: Do Van Tron

19. **Miscellaneous.**

(a) 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. Faxed or scanned (*e.g.*, .PDF) copies of this Agreement and faxed or scanned (*e.g.*, .PDF) signature

pages shall be binding and effective as to all parties and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever. 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 State of California without giving effect to the choice of law provisions thereof. The parties hereby agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Santa Clara County, California, irrevocably submit to the exclusive jurisdiction of any such court and waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. **THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.** This Agreement (including the Schedules 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.

(b) No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

(c) The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”.

20. **Certifications.**

(a) 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). Licensee and Programmer each represents and warrants that this certification may be relied upon by the FCC, as well as by the other party.

(b) In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer agrees that it shall not discriminate in any contract for advertising on the Station on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall promptly provide Licensee written confirmation of compliance with such requirement.

21. **Insurance.** Programmer shall maintain at its expense and with reputable insurance companies commercially reasonable coverage for broadcaster's liability insurance, worker's compensation insurance, commercial general liability insurance and property insurance, consistent with industry practice. Licensee shall be named as an additional insured on such policies, and such policies shall not be terminable without notice to Licensee with an opportunity to cure any default thereunder. Programmer shall deliver to Licensee promptly upon request certificates establishing that such insurance is in effect.

22. **Specific Performance.** To the extent permitted by applicable laws/FCC, if the Licensee shall breach its obligations under this Agreement, the Programmer shall be entitled, in addition to any of the remedies that it may have, to enforcement of this Agreement by decree of specific performance or injunctive relief requiring the Licensee to fulfill its obligations under this Agreement. In any action by the Programmer to equitably enforce the provisions of this Agreement, the Licensee shall waive the defense that there is an adequate remedy at law or equity or under this Agreement and agree that the Programmer shall have the right to obtain specific performance of the terms of this Agreement without being required to prove actual damages, post bond or furnish other security.

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**SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT**

By: Balwinder Khalsa  
Balwinder Kaur Khalsa

By: Tron Dinh Do  
Tron Dinh Do

**SCHEDULE A**  
**TO TIME BROKERAGE AGREEMENT**

Throughout the term of this Agreement, Programmer shall make monthly payments to Licensee in the amount of ONE DOLLAR (US\$1.00) per month. Additionally, Licensee shall bill Programmer, and Programmer shall reimburse Licensee, for Licensee's expenses reasonably and prudently incurred in conjunction with the operation of the Station. Broker shall remit reimbursement for such expenses of Licensee to Licensee within five (5) business days of receipt of such Invoice, such monthly expenses to include, but not limited to, the following:

Tower Rent:	\$6500,00
Enginnner Maintenance	\$1,000.00
Power	\$5,000.00 (depending on power use)
Property Tax:	\$1,140.00
Landscaping:	\$549.00
Tree Maintenance	\$237.78
Pro Rata Regulatory Fee	\$1,075.00
AT&T	\$129.39

**SCHEDULE B**  
**TO TIME BROKERAGE AGREEMENT**

**PROGRAMMING STANDARDS**

Programmer agrees to cooperate with Licensee in the broadcasting of Programming in a manner consistent with the standards of the Station, as set forth below:

1. Political Programming and Procedures. At least 90 days before the start of any primary or at least 120 days before the start of any general election campaign, Programmer will coordinate with Licensee the rate that Programmer will charge for time to be sold to candidates for public office and/or their supporters to make certain that the rate charged conforms to all applicable laws and the Station's policies. Throughout a campaign, Programmer will comply with all applicable laws and rules concerning political candidacy broadcasts and will promptly notify the Station's manager of any disputes concerning either the treatment of or rate charged a candidate or political supporter.
2. Required Announcements. Programmer shall broadcast an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station, and any other announcement that may be required by law, regulation, or the Station's policy.
3. Commercial Record-Keeping. Programmer shall maintain such records of the receipt of, and provide such disclosure to Licensee, of any consideration, whether in money, goods, services, or otherwise, which is paid or promised to be paid, either directly or indirectly, by any person or company for the presentation of any programming on the Station as are required by Sections 317 and 508 of the Communications Act of 1934, as amended, and by the rules of the FCC.
4. No Illegal Announcements. No announcements or promotion prohibited by federal or state law or regulation of any lottery, game or contest shall be made over the Station. Any game, contest or promotion relating to or to be presented over the Station must be fully stated and explained in advance in writing, and such explanation be presented to Licensee, which reserves the right, in its reasonable discretion to reject any game, contest or promotion.
5. Controversial Issues. Any broadcast over the Station concerning controversial issues of public importance shall comply with the Rules.
6. Credit Terms Advertising. Pursuant to the rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws.
7. Respectful of Faiths. The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.
8. No Denomination Attacks. Programming shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.



9. Donation Solicitation. Requests for donations in the form of a specific amount, for example, \$1.00 or \$5.00, shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the program broadcast or a church are permitted.

10. No Ministerial Solicitations. No invitation by a minister or other individual appearing or present on a religious program to have listeners come and visit him or her for consultation or the like shall be made if such invitation implies that the listeners will receive consideration or monetary gain.

11. No Vending of Miracles. Any exhortation to listeners to bring money to a church service is prohibited if the exhortation, affair, or service contains any suggestion that miracles, cures, or prosperity will result. This shall not preclude advertisements for legally authorized church or other non-profit bingos if permitted by FCC rules and regulations.

12. No Miracle Solicitation. Any invitation to listeners to meet at places other than a church and/or to attend other than regular services of a church is prohibited if the invitation, meeting, or service contains any claim that miracles will result.

13. No Plugola or Payola. The broadcast of any material for which any money, service or other valuable consideration is directly or indirectly paid, promised to or accepted by, programmer from any person is prohibited, unless at the time of such broadcast an announcement is made that the programming is paid for or furnished by such third person. Programmer shall advise the Station's manager with respect to any programming, including commercial material, concerning goods or services in which Programmer has a material financial interest. Any announcements for such goods and services shall clearly identify Programmer's financial interest.

14. Programming Prohibitions. Programmer shall not broadcast any of the following programs or announcements:

(a) False Claims. False or unwarranted claims for any product or service.

(b) Unfair Imitation. Infringements of another advertiser's rights through plagiarism or illegal imitation of program copy, or any other unfair competition.

(c) Obscenity/Indecency/Profanity. Any programs or announcements that are slanderous, obscene, profane, indecent, or vulgar, either in theme or in treatment.

(d) Hoaxes. Any programs or announcements violating applicable laws and rules concerning hoaxes.

(e) Conflict in Programming or Advertising. Any programming or advertising matter or announcement which, in the reasonable opinion of Licensee, may be injurious or prejudicial to the interests of the public, Licensee or the Station.

15. Licensee's Discretion Paramount. In accordance with Licensee's responsibility under the TBA, Licensee and the Station reserve the right to reject or terminate any programming proposed to be presented or being presented on the Station which is in conflict with the Station's policy or

which, in the good faith, reasonable judgment of Licensee or the Station's manager would be contrary to the TBA.

Licensee may waive any of the foregoing standards in specific instances if, in its reasonable and sole opinion, waiver will serve the public interest.