

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of January 1, 2023, between Estrella Radio License of California LLC, a Delaware limited liability company (“Licensee”) and The Universal Church, Inc., a New York non-profit corporation (“Programmer”).

Recitals

A. Licensee owns and operates the following radio station (the “Station”) pursuant to licenses issued by the Federal Communications Commission (“FCC”):

KWIZ(FM), Santa Ana, California (FCC Facility Id. #37225)

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.

C. Licensee and an affiliate of Licensee (as Seller) and Programmer (as Buyer) are parties to an Asset Purchase Agreement (the “Purchase Agreement”) of even date herewith with respect to the Station.

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 January 1, 2023 (the “Commencement Date”) and, unless earlier terminated in accordance with the terms of this Agreement, will continue until December 31, 2024, unless the Closing Date of the Purchase Agreement, as defined therein occurs earlier. To the extent the term of the Purchase Agreement is extended, this Agreement will be extended concurrently. This Agreement shall terminate automatically upon closing under the Purchase Agreement. This Agreement may be extended for an additional two (2) year term by written agreement signed by both parties. In the event that the Purchase Agreement is terminated without closing, this Agreement shall continue for the full length of the term.

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on the Station for programming provided by Programmer (the “Programs”) for broadcast twenty-four (24) hours per day, seven (7) days per week. Notwithstanding the foregoing, based upon Licensee’s determination that Licensee-provided programming is necessary to supplement that offered by Programmer to satisfy the Station’s public interest obligations to meet the local needs and interests of its licensed community under FCC rules Licensee may broadcast its own programming from 6:00 a.m. to 8:00 a.m. local time each Saturday morning or another mutually agreeable time. During the Term, Programmer will transmit the Programs to the Station’s transmitting facilities in a manner that ensures that the

Programs meet technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term, and Licensee shall broadcast the Programs on the Station, subject to the provisions of Section 5 below.

3. Advertising. Licensee shall retain all of the Station's accounts receivable existing for advertising run on or before the date of this Agreement. During the Term, Programmer will be exclusively permitted to conduct the sale of advertising on the Station, if any, and solely responsible for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenue of the Station. Notwithstanding the foregoing, the parties acknowledge that Programmer is a non-profit corporation, and agree that Programmer shall not under any circumstances be obligated to provide a commercial programming service or sell time on the Station. Programmer may solicit donations, sponsors or underwriting over the Station in accordance with its general fundraising practices and applicable FCC regulations governing noncommercial broadcasting.

4. Payments. In return 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 as set forth on *Schedule A* attached hereto.

5. 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: (1) employ a manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer and (2) retain control over the policies, programming and operations of the Station.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. 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, regulations, and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, or (iii) delete any commercial announcements or underwriting 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 of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file.

6. Programs.

(a) Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and 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 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 reasonable access rights of legally qualified federal candidates, the provision of equal opportunities and lowest unit charges to legally qualified candidates, and compliance with the political advertising public file and recordkeeping requirements and other 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 to Licensee during the Term 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.

(c) During the Term, Programmer shall cooperate with Licensee to ensure that Emergency Alert System ("EAS") transmissions are properly performed in accordance with Licensee's instructions. During the Term, Licensee and Programmer will maintain music licenses with respect to the Station and the Programs, as appropriate. The parties agree and understand that Programmer shall be responsible for (and shall pay directly or reimburse Licensee, as applicable) for ASCAP, SESAC and BMI license fees, if any, for the Programs during the Term.

7. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and other costs for all personnel used in the production of the Programs supplied to Licensee, (ii) all costs and expenses related to its studio site and studio equipment and (iii) the costs of delivering the Programs to Licensee. Subject to *Schedule A*, Licensee will pay the salaries, taxes and insurance for its employee contemplated by Section 5(a), maintenance of all transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to the Station's transmitter site. Without limiting the generality of the foregoing, during the Term hereof, Licensee's engineer for its stations shall be made available for duties at the Station substantially consistent with Licensee's past practice and the requirements of its FCC license, which shall include regular maintenance to keep transmission facilities operational, and for reasonable consultation with Programmer, but subject to the terms of *Schedule A*.

8. Call Sign. 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 regulations. Programmer shall include in the Programs an appropriate station identification and sponsorship identification announcement to identify the Station's call letters and community of license and to identify Programmer's sponsorship of the Programs, in the form and format that Licensee determines is required by the rules and regulations of the FCC.

9. Maintenance. During the Term, Licensee shall maintain the operating power of the Station and shall repair and maintain the Station's towers and transmitter site and equipment consistent with its past practice and the requirements of its FCC license, which shall include regular maintenance to keep transmission facilities operational.

10. Facilities. During the Term, if reasonably necessary to perform this Agreement and requested by Programmer, Licensee shall provide Programmer access to and use of the Station's facilities for purposes of performing this Agreement. When on Licensee's premises, Programmer shall not act contrary to the terms of the Broadcast Tower Space Lease dated March 31, 2014, with Tall Tower Capital – California LLC for such premises or interfere with the business and operation of Licensee's use of such premises. If Licensee enters into a new lease agreement at this location during the term of this Agreement, a copy of the lease shall be provided to Programmer. This Section is subject and subordinate to Licensee's lease for such facilities and does not constitute a grant of any real property interest.

11. 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.

12. 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; (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 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. If this Agreement is terminated for any reason other than at closing under the Purchase Agreement, 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*. If this Agreement is terminated due to an Event of Default by Licensee, Programmer shall be refunded for the remaining time left on the Term of this Agreement. Failure of Licensee to broadcast the Programs due to facility maintenance, repair or modification or due to any reason out of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder.

13. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Station, 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 only after a decision by the FCC or a final determination by a court of competent jurisdiction or the equivalent in binding arbitration.

Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Station, 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 only after a decision by the FCC or a final determination by a court of competent jurisdiction or the equivalent in binding arbitration. The obligations under this Section shall survive any termination of this Agreement.

14. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. 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.

15. 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 shall place a copy of this Agreement in the Station's public inspection file.

16. Notices. Any notice pursuant to this Agreement shall be in writing and sent by express mail overnight delivery with a copy by email and shall be deemed delivered on the date of personal delivery or electronic mail transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third (3rd) 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 Seller, then to:

Estrella Radio Broadcasting of
California LLC
1845 Empire Avenue
Burbank, CA 91504
Attention: Arya Towfighi
Email: atowfighi@estrellamendia.com

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

Wiley Rein LLP
2050 M Street NW
Washington, DC 20036
Attention: Kathleen A. Kirby
E-mail: Kkirby@wileyrein.com

if to Programmer, then to:

The Universal Church, Inc.
100 Mulberry Street, 14th Floor
Gateway 3
Newark, NJ 07102
Attention: Airton Rancoleta
E-mail: caoffice@universal.org

with copies (which shall not
constitute notice) to:

Tendy Law Office, LLC
110 East 25th Street
New York, NY 10010
Attention: Sheila Tendy
E-mail: stendy@tendylaw.com

17. 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 Section 73.3555(a) of the FCC's Rules.

18. Foreign Programming. Programmer certifies to Licensee that: (i) Programmer has been informed by Licensee of the FCC's rules governing foreign government-provided programming set forth in 47 C.F.R. Sections 73.1212(j) and 73.7326(e)(19), which were adopted in the FCC's Report and Order, *Sponsorship Identification Requirements for Foreign Government-Provided Programming*, MB Docket No. 20 299, FCC 21-42 (released Apr. 22, 2021); (ii) Programmer does not fall into any of the categories that qualify Programmer as a "foreign governmental entity" as defined in 47 C.F.R. Section 73.1212(j); (iii) Programmer does not know of anyone involved, or to be involved, in the production or distribution of the Programming that will be aired pursuant to this Agreement that qualifies as a "foreign governmental entity," as defined in 47 C.F.R. Section 73.1212(j), and has provided some type of inducement to air the programming on the Station; (iv) Programmer shall inform Licensee immediately of any changes in the foregoing certifications; (v) in the event that the Programming does contain material provided by a "foreign governmental entity" as defined by 47 C.F.R. Section 73.1212(j), Programmer (x) will ensure that, at the time of broadcast, the material shall include the on-air disclosure required by 47 C.F.R. Section 73.1212(j), and (y) will, by no later than 5 days after the end of each calendar quarter and more frequently if requested by Licensee, provide Licensee the documentation required by 47 C.F.R. Sections 73.1212(j)(6) and 73.7326(e)(19), for upload to the Licensee Station's online public inspection file folder marked "Foreign Government-Provided Programming Disclosures," in such form as Licensee may direct; and (vi) Programmer will complete, prior to the commencement of the broadcast of Programmer's programming on the Station and throughout the Term as requested by Licensee, certifications of compliance with the FCC's rules governing foreign government-provided programming.

19. 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 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 provide written confirmation of compliance with such requirement.

20. Arbitration. Arbitration. In the event a dispute should arise within this Agreement, the dispute shall be subject to binding arbitration, which unless the parties mutually agree otherwise, shall be administered by JAMS in New York applying New York Law, using its expedited procedures. Any demand for arbitration shall be made in writing delivered to the other party to this Agreement, by express mail overnight delivery as well as electronic mail, and filed with JAMS. The parties shall mutually agree to select one neutral arbitrator to conduct the arbitration. The award rendered by the arbitrator shall be final, and judgment may be entered upon

it, in any court having jurisdiction over this Agreement.

21. 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. Delivery of an executed signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed original signature page. 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 New York without giving effect to the choice of law provisions thereof. The prevailing party in any proceeding brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party. 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.

4862-8316-1406

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE: ESTRELLA RADIO LICENSE OF CALIFORNIA LLC

By: 
Name: Arya Towfighi
Title: EVP, General Counsel

PROGRAMMER: THE UNIVERSAL CHURCH, INC.

By: _____
Name: Airton Rancoleta
Title: Vice President

By: _____
Name: David Higginbotham
Title: Treasurer

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE: ESTRELLA RADIO LICENSE OF CALIFORNIA LLC

By: _____
Name: Arya Towfighi
Title: EVP, General Counsel

PROGRAMMER: THE UNIVERSAL CHURCH, INC.

By: _____
Name: Airton Rancoleta
Title: Vice President

By: _____
Name: David Higginbotham
Title: Treasurer

Schedule A to LMA

1. During the Term, Programmer shall pay Licensee as follows

[REDACTED]

2. In addition, during the Term, Programmer shall reimburse Licensee on a monthly basis for the operating and maintenance expenses of the Station incurred by Licensee (each such payment due upon invoice).

[REDACTED]

3. During the Term, to the extent reasonably requested by Programmer, Licensee shall, at its expense, provide reasonable ordinary course engineering support services, during normal business hours, to maintain the Station's transmitter. It shall be in Licensee's discretion whether to perform any non-ordinary course engineering support services requested by Programmer, and whether or not to pass on all or a portion of the costs thereof to Programmer. Any charges pursuant to this paragraph shall be due upon invoice.