

SHARE TIME AGREEMENT

This Share Time Agreement (this “Agreement”) is made by and among Future Roots, Inc. (“FRI”); Echo Park Film Center (“EPFC”); Materials & Applications (“M&A”); Craft and Folk Art Museum (“CFAM”); and Machine Project (“MP”) (collectively, the “Parties”) to be effective as of this 7 day of October, 2014.

WHEREAS, each of the Parties has an application pending before the Federal Communications Commission (“FCC”) for a construction permit for a new low power FM (“LPFM”) broadcast station on Channel 268, 101.5 MHz, in Los Angeles, California, in the following respective numbered files:

FRI	BNPL-20131114BDZ
EPFC	BNPL-20131114BEK
M&A	BNPL-20131114BHL
CFAM	BNPL-20131114BDA
MP	BNPL-20131114BKP;

WHEREAS, the Parties’ applications are mutually exclusive with each and with other applications also pending before the FCC, and cannot all be granted without creating impermissible electrical interference;

WHEREAS, Section 73.872(c) of the FCC’s rules permits mutually exclusive applicants to enter into time share agreements as a method of resolving their conflicts;

WHEREAS, the FCC released a Public Notice on July 9, 2014 (FCC 14-96) in which it designated a 90-day filing period for certain mutually exclusive LPFM applicants to amend their applications to include time share arrangements pursuant to Section 73.872(c) of its rules;

WHEREAS, in its Public Notice of July 9, 2014, the FCC awarded each of the Parties five comparative points and identified each of the Parties hereto as an applicant eligible for a time-sharing arrangement;

WHEREAS, the Parties wish to resolve their mutually exclusive conflict by agreeing to share broadcast time for their stations on 101.5 MHz;

THEN THEREFORE, in consideration of the mutual promises made herein, the Parties agree as follows:

In executing this Agreement, it is the intention and purpose of each Party to enter into a voluntary time-sharing agreement pursuant to Section 73.872(c) of the FCC’s rules. Each Party

shall, on or before October 8, 2014, amend its above-identified application so as to add a copy of this Agreement as an exhibit to the application.

Provided that all of the Parties' above-identified applications are granted by the FCC, each party shall operate its station only during the times specified in the following schedule:

	DAYS	HOURS
FRI	Monday-Friday	12am-11:59pm
EPFC	Saturday	6am-6pm
M&A	Saturday	6pm-6am
MP	Sunday	6am-6pm
CFAM	Sunday	6pm-6am

No Party shall operate its station in any manner or at any time inconsistent with the above schedule. Not more than one station resulting from the Parties' above-identified applications shall operate at any given time. Each Party shall at all times operate its station in compliance with the FCC's rules and regulations.

The obligations of the Parties to be bound by the above schedule shall be conditioned upon the FCC's granting of all of the above-identified applications as amended with the addition of this Agreement and without any condition materially detrimental to the objectives of this Agreement (including, but not necessarily limited to, the loss of one or more comparative point).

The Parties recognize that this Agreement confers unique benefits, the loss of which cannot be compensated for through monetary damages. Thus in the event of a breach of this Agreement, the Parties acknowledge that specific performance or other equitable relief would be an appropriate remedy, and agree to waive any defense that there is an adequate remedy at law for breach of this Agreement. Nothing herein shall limit the Parties' right to seek any remedy at law to which they may be entitled.

This Agreement constitutes the entire understanding among the Parties. This Agreement may not be amended or modified except by a writing signed by all Parties.

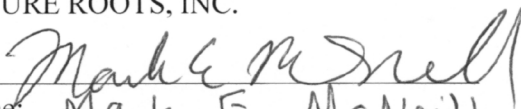
The Parties agree to cooperate with each other and with the FCC to accomplish the objectives of this Agreement, including the submission of amendments and/or additional filings as may be requested by the FCC or as may be reasonably necessary to effectuate this Agreement.

This Agreement shall be construed under and governed by the laws of California without regard to that state's choice of law rules.


This Agreement may be executed in one or more counterparts.

In witness whereof and intending to be legally bound, the authorized representatives of the Parties have executed this Agreement as of the date first written above.

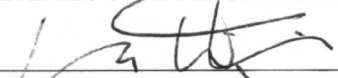
FUTURE ROOTS, INC.

By: 
Name: Mark E. McNeill
Title: Executive Director

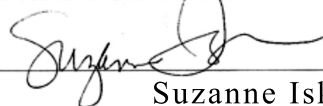
ECHO PARK FILM CENTER

By: 
Name: PAOLO DAVANZO
Title: DIRECTOR


MATERIALS & APPLICATIONS

By: 
Name: JENNA DIDIER
Title: DIRECTOR

CRAFT AND FOLK ART MUSEUM

By: 
Name: Suzanne Isken
Title: Executive Director

MACHINE PROJECT

By: 
Name: Mark Allen
Title: Executive Director