

TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (this "Agreement") is made and entered into this 22nd day of December, 2016, by and between **ONTARIO BROADCASTING, LLC**, a limited liability company organized under the laws of the State of California ("Licensee") and **INTELLI LLC**, a limited liability company organized under the laws of the State of California ("Programmer").

PREMISES:

A. Licensee is licensee of Station KSPA(AM), Facility No. 13899, Ontario, California (the "Station"), pursuant to authorizations issued by the Federal Communications Commission ("FCC").

B. The parties have entered in to that certain Option Agreement of even date with this Agreement pursuant to which Licensee agreed to sell to Programmer Seller's assets used and useful in the operation the Station (the "Option").

C. Programmer desires to lease Programmer time on the Station from Licensee for the broadcast of programming on the Station (the "Programming") pursuant to the provisions hereof and pursuant to and in accordance with the Communications Act of 1934, as amended (the "Communications Act") and applicable rules and regulations of the FCC until the expiration of the term hereof.

D. Licensee has agreed, beginning on the Commencement Date (as defined below), to make the Station's broadcasting transmission facilities available to Programmer to broadcast the Programming on the Station, or otherwise cause to be broadcast, Programmer's programs while maintaining ultimate control over the Station's finances, personnel matters, and programming in accordance with FCC requirements.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Facilities. As provided herein, Licensee shall make the Station's broadcasting transmission facilities available to Programmer to broadcast the Programming on the Station, or otherwise cause to be broadcast, Programmer's programs.

Section 2. Payments. Programmer hereby agrees to pay Licensee for broadcast of the programs hereunder the amounts specified in Attachment A monthly. Payment for programs is due and payable on the first business day of the month in advance of the month which such payments relate.

Section 3. Term. This Agreement shall commence at 12:01 a.m. on February 1, 2017 (the "Commencement Date") and, subject to Sections 15 and 16 hereof, shall continue for the longer of (i) January 31, 2021 or, (ii) in the event the Option is exercised, until the closing on the sale of the Station to Programmer or its authorized assignee (the "TBA Term"). In the event that the Option terminates, this Agreement shall also terminate on the same date.

Section 4. Programming.

(a) Programming Time. Except as provided herein, Licensee shall make available on the Station broadcast time for the broadcast of the Programming, up to 24 hours per day, seven days per week. Programmer shall furnish or cause to be furnished the artistic personnel and materials for the programming of the Station to allow operation of the Station in full accordance with the minimum operating requirements of the FCC (*i.e.*, no less than 18 hours per day) , and such programming may include, without limitation, news, promotions (including on-air giveaways), contests, syndicated programs, barter programs, paid-for programs, locally-produced programs, advertising commercial matter, including that in both program or spot announcement forms, and public interest information. The programming Programmer intends to provide on the Station is described in Attachment B, hereto. Licensee may set aside up to two hours per broadcast week between the hours between 7 a.m. and 9 a.m. on Sundays for the broadcast of programming produced and/or selected by Licensee. Additionally as set forth more fully below, Licensee reserves the right at any time to pre-empt the Programming for the broadcast of emergency information and programming of the License's selection which Licensee believes to be in the public interest. All program time not reserved by or designated for Licensee shall be available for use by Programmer. All advertising messages and promotional material or announcements shall comply with all applicable federal, state, and local laws, regulations, and policies.

(b) Licensee Control. Notwithstanding anything herein to the contrary, subject to the provisions set forth herein, Licensee shall retain ultimate control (said control to be reasonably exercised) over the policies, programming, and operations of its Station (including, without limitation, the right to decide whether to accept or reject any programming or advertisement, the right to preempt any program that it reasonably determines is not in the public interest or in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, or which violates any right of any third party, or which does not meet the requirements of the rules, regulations, and policies of the FCC), and Station's compliance with all applicable provisions of the rules and policies of the FCC (including any relevant reporting and filing requirements and compliance with FCC political broadcasting rules); and Programmer shall comply with such rules and policies and laws in performing its duties under this Agreement and assist and cooperate with the Licensee in Licensee's compliance with such regulatory obligations.

(c) Programmer Feed. In the event Programmer chooses to originate programming from a location other than Licensee's studios, Programmer agrees at its sole expense to provide a broadcast quality feed to the Station's transmitters. In such event, Programmer's technical personnel shall be responsible for connection of this feed to the Station's broadcast systems and for switching the signal to air at the appropriate time, under the direction and supervision of Licensee's general manager or the Station's general manager's delegatee.

(d) Licensee's Responsibilities. Except as expressly set forth in this Section 4, Programmer expressly does not assume, shall not assume or be deemed to assume any of Licensee's liabilities, obligations or commitments of any nature whatsoever.

(e) Termination. In the event of a termination of this agreement for any reason other than upon the consummation of the sale of the Station to Programmer, Licensee shall have no responsibility for, or obligation to assume, any Programming or any programming or other contracts entered in to by Programmer.

Section 5. Station Facilities.

A. Studio. The studios of the Station shall be made available to Programmer by Licensee to accommodate Programmer's employees and programming responsibilities for the consideration provided in Attachment A. To the extent that Programmer provides equipment for use in the operation of the Station under this Agreement such equipment shall at all times be and remain the sole property of Programmer.

B. Operation of Station. The Station will operate in accordance with the authorizations issued to it by the FCC. Any maintenance work affecting the operation of the Station, other than repairs or maintenance necessitated by an emergency, shall be scheduled with the approval of the Programmer, which shall not be unreasonably withheld, upon at least forty-eight hours prior notice to the Programmer. In no event shall Licensee be liable for any consequential damages resulting from any interruption of the Programming resulting from such maintenance.

C. Interruption of Normal Operations. Licensee shall use its best efforts and take all reasonable actions to maintain all of the assets in a reasonable manner and in accordance with the terms of its FCC Licenses, the FCC Rules and generally accepted standards of good engineering practice. If the Station suffers any loss or damage of any nature to its transmission facilities that results in the interruption of service or the inability of the Station to operate with maximum authorized facilities, Licensee shall undertake to effect such repairs as are necessary to restore full-time operation of the Station with its maximum authorized facilities within seven (7) days from the occurrence of any such loss or damage. In no event shall Licensee be liable for any consequential damages resulting from any interruption of the Programming resulting from such repairs. Programmer shall reimburse Licensee for any such repairs necessitated by Programmer's misuse of Licensee's equipment or facilities.

Section 6. FCC Matters.

(a) Licensee Employees. Licensee shall engage its own general manager for the Station, who shall be responsible for overseeing the operation and programming of the Station, and shall designate its own chief operator for the Station, who shall be responsible for the Station's compliance with all applicable engineering requirements. Licensee also shall continue to employ all such personnel as it, in its sole discretion, deems necessary or advisable for the operation of the Station. Licensee shall be responsible for the salaries, commissions, taxes, insurance, and related costs for all personnel employed by Licensee. Licensee's employees shall have managerial control over and direct the Licensee's day-to-day operations at the Station. Programmer may provide day-to-day operational direction to Licensee's employees engaged in production of Programmer's programming, but Licensee's employees shall ultimately be accountable to Licensee. Programmer shall have no control or right of review whatsoever over any decision by Licensee to hire or to dismiss any employee of Licensee. Any Licensee

employees currently employed at the Station shall remain employed at the Station in Licensee's sole discretion.

(b) Emergency Alert System. Programmer agrees to ensure that properly-functioning Emergency Alert System equipment is maintained, its functions are closely monitored consistent with FCC rules, and its transmissions are properly performed in accordance with Licensee's instructions at all times during the term of this Agreement. During all hours when Programmer is delivering the programming for broadcast over the Station, Programmer shall include in its programming, at the appropriate times, the hourly station identification announcements required to be broadcast over the Station. In the event Programmer chooses to originate programming from a location other than Licensee's studios, during all hours when the Programming is being broadcast over the Station, Programmer shall maintain at such location a receiver capable of receiving test messages and alerts over the Emergency Alert System, which EAS receiver shall be either continuously monitored or compliance with FCC EAS rules shall be had in any other legal manner. In the event Programmer originates programming from Licensee's studios, Programmer shall monitor Licensee's EAS equipment through means permitted under the FCC's rules. If an EAS test or alert is received during the hours when Programmer is delivering its programming for broadcast over the Station, Programmer shall cause the appropriate EAS test or alert message to be transmitted over the Station and shall, in the event of an actual activation of the Emergency Alert System, cause all steps that the Station are required to take in such an event to be taken, and shall cause the receipt and broadcast of all EAS tests and alerts to be properly recorded in the station logs. A single instance of the failure of Programmer to perform its obligations pursuant to this Section shall not constitute a basis for termination of this Agreement, unless such failure reoccurs after a written warning by Licensee; *provided, however*, that Programmer shall indemnify and reimburse Licensee for any forfeiture received by Licensee from the FCC to the extent Licensee actually pays such forfeiture which has been issued as a result of a failure of Programmer to perform its duties under this Paragraph.

(c) Monitoring of Equipment. During the time periods when Programmer is transmitting programming on the Station, Programmer agrees to monitor and control the Station's transmitters (using equipment supplied by Licensee), to ensure compliance with FCC rules and the terms of the Station's authorization and, during such time periods, the Programmer agrees to also conduct and record information concerning such tests of the Emergency Alert System as may be required to comply with FCC rules.

(d) Issue Responsive Programming. Programmer shall, upon request by Licensee, provide Licensee with such information concerning Programmer's programs and advertising as is necessary to assist Licensee in the preparation of required lists and documentation or to enable Licensee to verify independently the Station's compliance with laws, rules, regulations, or policies applicable to the Station's operation.

Section 7. Political Advertising. Programmer will provide, make available to, and shall sell time on the Station to political candidates in strict compliance with the Communications Act of 1934, as amended (the "Act"), and the rules, regulations, and policies of the FCC, including without limitation the equal time and lowest unit rate provisions of the Act. In the event that it is necessary for Licensee to make time directly available to political candidates in order to comply with the provisions of the Act, Programmer shall immediately relinquish such amounts of time as Licensee shall require, and Licensee shall promptly pay to Programmer all advertising revenues realized thereby net of expenses (including agency

commissions) actually incurred by Licensee. Programmer and Licensee shall collaborate in the preparation of the political advertising sales policy and rates for the Station. At least 90 days before the start of any primary or general election campaign, Programmer shall clear with Licensee the rates to be charged political candidates for public office to be sure that the rates are in conformance with applicable law and policy. As soon as practicable, but in any event within 24 hours of any request to purchase time on the Station on behalf of a candidate for public office or to support or urge defeat of an issue on an election ballot, Programmer shall report the request, and its disposition, to Licensee and make sure that appropriate records are placed in the public inspection file for the Station. In the event that Programmer fails to provide adequate broadcast time for the broadcast of programming or advertising by political candidates, Licensee shall have the right to preempt Programmer's programming to make time available to these political candidates. Any qualified political candidate will have access to the Station under this Agreement at the rates required pursuant to the Act and the rules, regulations, and policies of the FCC.

Section 8. Licensee's Programming Preemption. Licensee shall notify Programmer, unless notice is impossible or impractical, at least three (3) business days in advance of any preemption of the Programming for the purpose broadcasting programs that Licensee deems appropriate to serve the public interest. No advance notice is required for preemption of any of the Programming that Licensee deems to be contrary to any law or regulation governing operation of the Station.

Section 9. Advertising and Programming Revenues.

A. Advertising Revenues. Programmer shall retain all revenues from the sale of advertising time during the Programming that is broadcast on the Station.

Section 10. Licensee Regulatory Responsibilities.

(a) Notwithstanding anything herein to the contrary Licensee shall be responsible for the maintenance and operation of the Station's transmission system, transmitter building, antenna, and the real property upon which the transmitter building and antenna are located. Licensee shall be responsible for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations, and policies of the FCC, including all technical regulations governing the operation of the Station, all programming content requirements, the maintenance of a main studio, providing a meaningful managerial and staff presence at the main studio. Licensee shall maintain all licenses, permits, and other authorizations as are necessary for the operation of the Station in full force and effect for the term of this Agreement, unimpaired by any acts or omissions of Licensee. Licensee represents that, to the best of Licensee's knowledge, there is not now pending or threatened any action by the FCC or any other party to revoke, cancel, suspend, refuse to renew, or modify adversely any of the licenses, permits, or authorizations held by Licensee with respect to the Station and, to the best of Licensee's knowledge, no event has occurred that allows or, after notice or lapse of time or both, would allow the revocation or termination of such licenses, permits, or authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station.

Section 11. Representations, Warranties and Covenants of Programmer.

Programmer represents and warrants to, and covenants that:

(a) Organization. Programmer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California. Programmer's organizing and operating documents contain no restriction that would prevent or impair Programmer from fulfilling its obligations under this Agreement.

(b) Authorization. The execution, delivery, and performance of this Agreement by Programmer have been duly authorized by all necessary action on its part. This Agreement has been duly executed by Programmer and constitutes a legally valid and binding obligation of Programmer, enforceable against Programmer in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors' rights generally and equitable principles.

(c) Format. During the Term, Programmer shall have the right to change the format of the Programming which it delivers to the Station upon notice to Licensee. The Programming shall include (i) public service announcements, (ii) announcements satisfactory to Licensee in form sufficient to meet the station identification requirements of the FCC, and (iii) subject to Licensee's oversight and control, any other announcement that may be required by any applicable law or regulation (including without limitation, Emergency Alert System ("EAS") tests).

(d) Personnel. Programmer shall be responsible for the salaries, taxes, insurance, and related costs for any personnel it may choose to employ to assist in the production of programs supplied to the Station hereunder and all other costs incurred by Programmer in the production of such programs. Programmer shall be responsible for all expenses incurred in the origination and/or delivery of its programming from any remote location (other than the Station's main studio) to the Station's transmitter site and for any publicity or promotional expenses incurred by Programmer.

(e) Programming Standards. The Programming shall comply with the Communications Laws and with the Licensee's programming Guidelines which appear as Attachment B hereto. The Programming shall also meet all customary industry standards for technical broadcast quality. Any forfeiture that is incurred by Licensee due to Programmer's failure to comply with these programming standards shall be reimbursed to Licensee by Programmer.

(f) Mail. Programmer shall receive and respond to all mail, cables, telegraphs, or telephone calls in connection with the Programming; *provided, however*, that all correspondence from the FCC shall be delivered to the Licensee, which will be solely responsible for responding thereto.

(g) Political Time Sales and Appearances. Programmer shall cooperate with Licensee and be responsible to Licensee in complying with all rules of the FCC regarding political broadcasting, both free and paid. Licensee shall promptly supply to Programmer, and Programmer shall promptly supply to Licensee such information as may be necessary to comply with FCC rules and policies, including all inquiries concerning the broadcast of political advertising, and information concerning the lowest unit rate, equal opportunities, reasonable access, public political file, and related requirements of federal law. Programmer, in

consultation with Licensee, will develop a statement that discloses its political broadcasting policies to political candidates, and Programmer shall follow those policies and rates in the sale of political programming and advertising.

Section 12. Indemnification.

(a) Programmer's Indemnification; Warranty. Programmer will indemnify and hold and save Licensee harmless against all liability for 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 resulting from the programming furnished by Programmer. Further, Programmer warrants that the broadcasting of the programs will not violate any rights of others, and Programmer indemnifies Licensee, the Station, and their respective agents, and employees harmless from any and all claims, damages, liability, FCC forfeitures, costs and expenses, including counsel fees (at trial and on appeal), arising from the production and/or broadcasting of the programs. Licensee reserves the right to refuse to broadcast any and all programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third party claims to be, violative of any right of theirs. Programmer's obligation to hold Licensee harmless against the liabilities specified above shall survive any termination of this Agreement.

(b) Licensee's Indemnification. Licensee shall indemnify, defend, and hold harmless Programmer from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses, including counsel fees, of every kind, nature, and description arising out of (i) Licensee's broadcasts under this Agreement; (ii) any misrepresentation or breach of warranty of Licensee contained in this Agreement; and (iii) any breach of any covenant, agreement, or obligation of Licensee contained in this Agreement.

(c) Procedure for Indemnification. The party seeking indemnification under this Section ("Indemnitee") shall give the party from whom it seeks indemnification ("Indemnitor") prompt notice, as provided herein, of the assertion of such claim, provided, however, that the failure to give notice of a claim within a reasonable time shall only relieve the Indemnitor of liability to the extent it is materially prejudiced thereby.

Promptly after receipt of written notice, as provided herein, of a claim by a person or entity not a party to this Agreement, the Indemnitor shall assume the defense of such claim; provided, however, that (a) if the Indemnitor fails, within a reasonable time after receipt of notice of such claim, to assume the defense thereof, the Indemnitee shall have the right to undertake the defense, compromise, and settlement of such claim on behalf of and for the account and risk of Indemnitor, subject to the right of the Indemnitor (upon notifying the Indemnitee of its election to do so) to assume the defense of such claim at any time prior to the settlement, compromise, judgment, or other final determination thereof; (b) if in the reasonable judgment of the Indemnitee, based upon the advice of its counsel, a direct or indirect conflict of interest exists between the Indemnitee and Indemnitor, the Indemnitee shall (upon notifying the Indemnitor of its election to do so) have the right to undertake the defense, compromise, and settlement of such claim on behalf of and for the account and risk of Indemnitor (it being understood and agreed that the Indemnitor shall not be entitled to assume the defense of such claim; (c) if the Indemnitee in its sole discretion elects, it shall (upon notifying the Indemnitor of its election to do so) be entitled to employ separate counsel and to participate in the defense of such claim, but

the fee and expenses of counsel so employed shall (except as contemplated by clauses (a) and (b) above) be borne solely by Indemnitee; (d) the Indemnitor shall not settle or compromise any claim or consent to the entry of any judgment that does not include as an unconditional term thereof the grant by the claimant or plaintiff to each Indemnitee of a release from any and all liability in respect thereof; and (e) the Indemnitor shall not settle or compromise any claim in any manner, or consent to the entry of any judgment, that could reasonably be expected to have a material adverse effect on the Indemnitee.

(d) Dispute over Indemnification. If upon presentation of a claim for indemnity hereunder, the Indemnitor does not agree that all, or part, of such claim is subject to the indemnification obligations imposed upon it pursuant to this Agreement, it shall promptly so notify the Indemnitee. Thereupon, the parties shall attempt to resolve their dispute including, where appropriate, reaching an agreement as to that portion of the claim, if any, which both concede is subject to indemnification. To the extent that the parties are unable to reach some compromise, the dispute or claim shall be settled by arbitration in the State of California, in accordance with the Commercial Rules of the American Arbitration Association then obtaining, costs to be shared equally by both parties. The arbitration board shall consist of a three-member board -- one member named by each party and the third member named by the two so named. The decision of a majority of the arbitrators shall be binding on both of the parties to this contract.

Section 13. Representations, Warranties, and Covenants of Licensee. Licensee represents, warrants, and covenants that:

(a) Organization. Licensee is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California. Licensee's organizing and operating documents contain no restriction that would prevent or impair Licensee from fulfilling its obligations under this Agreement.

(b) Authorization. The execution, delivery, and performance of this Agreement by Licensee has been duly authorized by all necessary corporate actions. This Agreement has been duly executed by Licensee and constitutes a legally valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors' rights generally and equitable principles. In the event of default by Licensee which has not been timely cured, Licensee shall return to Programmer 50% of all TBA Fees paid by Programmer.

(c) Compliance with Communication Laws. Subject to the terms of this Agreement, during the Term hereof, Licensee shall operate the Station in compliance with the Communications Laws.

Section 14. Termination; Effect of Termination.

(a) This Agreement shall terminate upon the occurrence of any of the following:

(e) this Agreement is declared invalid or illegal in whole or in material part by an order or decree of the FCC or any other administrative agency or court of competent

jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review or is in force and effect with respect to this Agreement;

- (ii) upon closing of sale of the Station to Programmer by Licensee;
- (iii) upon the effective date of the termination of the Option;
- (iv) an event of Default (as defined in Section 15) by any party which has not been timely cured, in which case the non-defaulting party may terminate; or
- (v) at the option of Programmer as provided in Section 16, hereof.

(b) Upon termination of this Agreement, Licensee shall not be under any further obligation to make available to Programmer any further air time on the relevant Station and, if termination is for any reason other than the closing on the sale of the Station to Programmer, Programmer shall immediately cease using any broadcasting equipment which is the property of Licensee; and all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable by Programmer. In the event of termination due to a default by Licensee which has not been timely cured, Licensee shall return to Programmer 50% of all TBA Fees paid by Programmer.

Section 15. Events of Default. The following, after the expiration of the applicable cure periods specified below, shall constitute events of default (each an “Event of Default”) under this Agreement:

(a) Events of Default; Cure Periods and Remedies. The following shall, after the expiration of the applicable cure period, constitute Events of Default:

(i) Non-Payment. Programmer's failure to timely pay to Licensee or its successor the consideration provided for in Paragraph 2, hereof;

(ii) Default in Covenants or Adverse Legal Action. The breach by either party in the material observance or performance of any material covenant, condition, or agreement contained herein, or if any party shall file or have filed against it any petition for bankruptcy relief or reorganization or any other action under the United States Bankruptcy Code, as now or hereafter amended, or any other state or federal insolvency law (which petition or action has not dismissed within 60 days of commencement), the other party shall have the right, exercisable at any time within 60 days after the filing of any such petition or action, to terminate this Agreement as of any date within 120 days of the date such party notifies the other party of its election to terminate this Agreement;

(iii) Breach of Representation. If any material representation or warranty herein made by either party hereto, or in any certificate or document furnished by either party to the other pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished; and

(iv) Improper Programming. The failure of Programmer to comply in a substantial and material manner in the provision of Programming to the Station in compliance with the rules, regulations or policies of the FCC, or the provisions of Attachment B.

(v) Interruption of Programmer's Programming. Licensee preempts or substitutes other programming for that supplied by Programmer during five percent (5%) or more of the total hours of operation of the Station during any calendar month or more than two hours in any 24 hour period, except in such cases as such preemption or substitution occurs due to emergency conditions or conditions outside the control of the Licensee; or

(vi) Material Defaults. Programmer's or Licensee's material default in the observance or performance of any covenant, condition, or agreement contained herein which is not timely cured.

(b) Cure Periods. An Event of Default shall not be deemed to have occurred until ten (10) business days after Licensee has given Programmer notice of its failure to make any payment required by Attachment A hereto when due, or until twenty (20) days after the non-defaulting party has provided the defaulting party with notice specifying the event or events which would constitute an Event of Default and specifying the action necessary to cure the default within such period, and such default shall have remained uncured.

(c) Effect of Default. Upon the occurrence of an Event of Default which has not been timely cured, the non-defaulting party may terminate this Agreement by written notice to the other party provided that the terminating party is not also in material breach of its obligations hereunder. Upon termination by either party, (1) Licensee shall have no further obligation to make available to Programmer any broadcast time or access to Licensee's broadcast transmission facilities and unless such termination is due to a breach by Licensee, all amounts accrued and payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable; (2) Programmer shall be entitled to any and all revenues generated from the Programming that has already been broadcast on the Station and, to the extent Licensee collects or receives any such revenues, such monies shall forthwith be paid or delivered to Programmer, unless the termination is due to a breach by Programmer, in which case Licensee may retain such receivables to the extent there remains any amount due to Licensee by Programmer, and (3) if termination is caused solely by Programmer's material breach, Programmer shall be responsible for all liabilities, debts, and obligations of Programmer based upon the purchase of air time and use of Licensee's transmission facilities including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for Licensee's federal, state, and local income and business franchise tax liabilities or taxes levied upon Licensee's personal property.

Section 17. Termination Upon Order of Governmental Authority. In the event that a state, federal, or local governmental authority designates a hearing with respect to the continuation or renewal of any licenses or authorizations held by Licensee, for the termination of this Agreement, and/or the curtailment in any manner material to the relationship between the parties hereto of the provision of programming by Programmer hereunder, Programmer may, at its option, seek administrative or judicial relief from such order(s) (in which event Licensee shall cooperate with Programmer, provided that Programmer shall be responsible for legal fees and costs incurred in such proceeding at Programmer's request) or Programmer shall notify Licensee that it will terminate this Agreement. If the FCC designates the renewal application of the

Station for a hearing as a consequence of this Agreement or for any other reason, or initiates any revocation or other proceeding with respect to the authorizations issued to the Licensee for the operation of the Station, and Licensee elects to contest such action, then Licensee shall be responsible for its expenses incurred as a consequence of the FCC proceeding; *provided, however*, that Programmer shall at Licensee's expense cooperate and comply with any reasonable request of Licensee to assemble and provide to the FCC information relating to Programmer's performance under this Agreement. In the event of termination based upon any governmental order(s), Programmer shall pay to Licensee any fees due but unpaid as of the date of termination as may be permitted by such order(s), and Licensee shall cooperate reasonably with Programmer to the extent permitted to enable Programmer to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as payment for the carriage of such programming that which otherwise would have been paid to Programmer hereunder. Thereafter, neither party shall have any liability to the other except as may be provided pursuant to Section 15, above.

Section 18. Pre-Emption or Rejection of Programming; Interruption of Service.

On the Commencement Date, the Station shall be operating in substantial compliance with the terms of its FCC license. In the event Licensee pre-empts or rejects programming from Programmer pursuant to the terms of this Agreement, or in the event that the Station experiences a Service Interruption as defined below, the Monthly TBA Fee due to Licensee pursuant to Attachment A hereto shall be prorated based on the percentage that the total hours in any calendar month of programming pre-empted or rejected by Licensee, or not aired due to a Service Interruption, bears to the total amount of programming that Programmer would have broadcast over the Station during the month if no programming had been pre-empted or rejected and/or no Service Interruption had occurred; provided that no credit shall be given based upon Service Interruptions unless the Service Interruptions in any month exceed four hours in the aggregate, in the event the Service Interruption is due to the Broker's operation of the Station, or in the event that Programming was rejected by Licensee on the grounds that Licensee reasonably believed it to be contrary to the public interest or the Commission's policies. A Service Interruption is defined as the Station being off the air, except for routine maintenance between the hours of midnight and 6 a.m. on Sundays, or not operating with at least eighty percent (80%) of its licensed power, during any portion of any day when the Programming is scheduled to be aired over the Station pursuant to this Agreement. Except as provided below, Licensee shall not be liable for any consequential damages due to the pre-emption or rejection of Programming or to any Service Interruption that may occur.

Notwithstanding the forgoing, in the event Licensee pre-empts Programming for paid third-party programming, Programmer shall receive all consideration received by Licensee for such replacement programming, and shall be responsible for any consequential damages for the pre-emption of Programming.

In the event of a prolonged failure or impairment of the facilities of the Station during the term hereof, the Programmer agrees to cooperate with Licensee and that, in such event, the Programmer shall bear all costs, fees, and expenses for such repairs and replacement equipment, including bearing the cost of making appropriate filings with the FCC to restore the Station to full operation at the earliest practicable time.

Section 19. Notices. All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be given by hand delivery, by prepaid

registered or certified mail with return receipt requested, or by an established national overnight courier providing proof of delivery for next business day delivery. Notices shall be deemed given on the first business day of documented attempted delivery. Notices shall be addressed as follows (or to such other addresses as any party may notify to the other from time to time):

If to Licensee:

Ontario Broadcasting, LLC
12880 Moore St.
Cerritos, CA 90703

cc: David Tillotson, Esq.
Law Office of David Tillotson
4606 Charleston Ter., NW
Washington, DC 20007
E-Mail: dtlaw67@starpower.net

If to Programmer:

Intelli LLC
1982 Senter Rd.
San Jose, CA 95112
Attention: Tron Dinh Do
E-Mail: dovantron@vienthao.com

cc: Dan J. Alpert, Esq.
The Law Office of Dan J. Alpert
2120 North 21st Rd.
Arlington, VA 22201
Fax: (703) 539-5418
Email: dja@commlaw.tv

Section 19. No Joint Venture.

(a) Licensee shall not hold itself out as an agent or partner with Programmer, and Programmer shall not hold itself out as an agent or partner with Licensee. All contracts for the sale of airtime, purchase orders, agreements, sales materials, and similar documents produced or executed by Programmer shall be executed in the name of Programmer alone, and not on behalf of Licensee, and Programmer shall not represent that it is the Licensee or owner of the Station.

(b) The parties acknowledge that call letters, trademarks, and other intellectual property of Licensee shall at all times remain the property of the Licensee; trademarks and other intellectual property of Programmer and any contracts for Programming entered in to by Programmer or any Programming produced by Programmer shall at all times remain the property of the Programmer; and that no party shall obtain any ownership interest in any other party's intellectual property by virtue of this Agreement.

Section 20. Force Majeure. Any failure or impairment of facilities or any delay or interruption of the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to causes beyond the control of either Programmer or Licensee, shall not constitute a breach of this Agreement, and Licensee will not be liable to Programmer except as provided in Paragraph 2, hereto.

Section 21. Pavola. Programmer agrees that it will not accept any consideration, compensation, or 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 between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such consideration, in accordance with the Act and FCC requirements. Upon execution of this Agreement and at yearly intervals thereafter, Programmer shall execute and deliver to Licensee the Anti-Payola Declaration in the form attached hereto as Attachment C.

Section 22. Binding Effect. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.

Section 23. Entire Agreement. This Agreement (and any schedules or exhibits hereto) shall be legally-binding upon the parties hereto, and constitutes the entire agreement and understanding of the parties hereto with respect to its subject matter and supersede any and all prior agreements, arrangements, and understandings related to the matters provided for herein.

Section 24. Amendment. This Agreement may be modified or amended only in writing signed by the parties hereto.

Section 25. Governing Law. The construction and performance of this Agreement shall be governed by the Communications Laws and the laws of the State of California, applicable to agreements made and to be performed entirely within such state without regard to its conflict of laws principles.

Section 26. Certifications. Licensee hereby certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel, and programming.

Section 27. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

Section 28. No Third-Party Rights. Nothing in this Agreement shall be deemed to create any right on the part of any person or entity not a party to this Agreement.

Section 29. Public Announcements. No public announcement (including an announcement to employees) or press release concerning the transactions provided for herein shall be made by any party without the prior written approval of the other parties.

Section 30. Assignment. Other than to a party under common control, no party to this Agreement may assign any of its rights or obligations hereunder, nor may 50% or more control of any party be transferred, without the written consent of the other party.

Section 28. No Waiver; Remedies Cumulative. No failure or delay on the part of any party in exercising any right or power hereunder 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 are cumulative and are not exclusive of any right or remedy which a party may otherwise have.

Section 31. Severability. If any term of this Agreement is found to be unlawful or unenforceable at law or in equity, the validity, legality and enforceability of the remaining provisions contained shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law; and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.

Section 32. Compliance With 47 C.F.R. § 73.3555(a).

A. Programmer hereby verifies that execution and performance of this Agreement complies with the FCC's restrictions on local radio station ownership set out in Section 73.3555(a) of the FCC's rules.

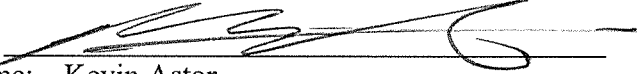
B. Licensee certifies it maintains and will continue to maintain ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel and programming.

Section 33. Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order, FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. 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.

Section 34. Disputes Resolution. Any dispute arising out of or related to this Agreement that the parties are unable to resolve between themselves shall be settled in the manner specified in Section 14 to the Purchase Agreement which provisions are incorporated herein by reference.

IN WITNESS WHEREOF, each of the parties has caused this Time Brokerage Agreement to be executed by a duly authorized officer as of the date first written above.

ONTARIO BROADCASTING, LLC

By: 
Name: Kevin Astor
Title: Managing Member

INTELLI LLC

By: _____
Name: Tron Dinh Do
Title: Managing Member

IN WITNESS WHEREOF, each of the parties has caused this Time Brokerage Agreement to be executed by a duly authorized officer as of the date first written above.

ONTARIO BROADCASTING, LLC

By: _____
Name: Kevin Astor
Title: Managing Member

INTELLI LLC

By: _____
Name: Tron Dinh Do
Title: Managing Member

Attachment A

TBA FEES

The TBA Fee due from Programmer to Licensee for the TBA Term shall be \$41,666.67 per month.

During the term of this Agreement, Licensee shall continue to pay all expenses incurred in conjunction with the operation of the Station. However, Programmer shall reimburse Licensee for such monthly Operating Expenses. For purposes of this Agreement, Operating Expenses shall consist of the following out-of-pocket expenses incurred by Licensee in the ordinary course of business solely with respect to the operation of the Station:

1. Music licensing fees for the Programming;
2. Tower/Transmitter Site and Studio Rent;
3. Utilities (*i.e.*, electric, gas, phone, water) at tower/transmitter and studio sites;
4. One toll free telephone line to the Station's main studio;
5. Tower/transmitter and studio site maintenance;
6. Reasonable and necessary costs of repairing and/or replacing worn out or defective equipment and components including, without limitation, transmitter tubes;
7. All property taxes, *pro rata* FCC regulatory fees, and other governmental fees;
8. Insurance premiums for (a) property and casualty insurance and (b) general liability insurance; and
9. Contract engineering fees and expenses.

The foregoing notwithstanding, Programmer shall not be required to reimburse Licensee for costs of repairing or replacing equipment and components which are covered by insurance and/or manufacturer's or supplier's warranties, or for the costs of any capital improvements in the Station unless such capital improvements are approved, in advance and in writing, by Programmer.

Programmer shall reimburse Licensee for its Operating Expenses within ten (10) days of receipt of a written request for such reimbursement accompanied by bills or other evidence reasonably satisfactory to Programmer as to the actual operating costs and expenses or costs of effectuating equipment repairs or replacements for which reimbursement is sought, provided that Owner shall not submit requests for reimbursement of its costs and expenses more frequently than once per month.

ATTACHMENT B

PROGRAM REGULATIONS AND RESTRICTIONS

Programmer will take care to observe and exercise reasonable diligence to comply with the following regulations and restrictions in the preparation, writing and provision for broadcast of the Programmer Programming on the Station:

I. **Ethnic and Racial Issues.** All Programming broadcast by Programmer under this Agreement shall avoid airing programming which may unreasonably exacerbate racial and/or ethnic tensions or otherwise give reasonably foreseeable, unnecessary and/or undue offense to any segment of the viewing audience.

II. **No Denominational Attacks.** The Programming will not be used as a medium for attack on any faith, denomination or sect or upon any individual or organization.

III. **No Plugola or Payola.** The mention of any business activity or "plug" for any commercial, professional or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited. No commercial messages ("plugs") or undue references shall be made in programming presented over the Station to any business venture, profit-making activity or other interest (other than noncommercial announcements for bona fide charities, church activities or other public service activities) in which Programmer is directly or indirectly interested without the same having been approved in advance by the Station's General Manager and such broadcast being announced, logged and sponsored.

IV. **No Lotteries.** Announcements giving any information about lotteries or games prohibited by law are prohibited.

V. **Election Procedures.** Programmer will clear with the Station's General Manager the schedule of rates that Programmer will charge for the time to be sold to candidates for public office or their supporters to make certain that such rate conforms with applicable law and the Licensee's policies. In its sole discretion, the Licensee may require that Programmer grant access for the purchase of time to candidates for political office or their supporters. In the event that any candidates for political office or their supporters are entitled to purchase time in Programmer Programming, Programmer will provide such access as reasonably required in accordance with applicable law.

VI. **Required Announcements.** Programmer will include (i) an announcement in a form satisfactory to Licensee at the beginning of each hour of programming to identify the Station's call letters and (ii) any other announcements required by applicable law.

VII. **No Illegal Announcements.** No announcement or promotions prohibited by law of any lottery or game will 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 to Licensee on request by it, which reserves the right, in its discretion to reject the game, contest or promotion.

VIII. **License Discretion Paramount.** In accordance with a licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC,

Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with the Licensee's policy or which, in Licensee's judgment, would not serve the public interest, subject to Sections 3.3 and 4.3 of the Agreement.

IX. Programming Prohibitions. Programmer will not include in Programmer Programming 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 unfair imitation of either program idea or copy of any other unfair competition.
 - C. Obscenity and Indecency. Any programs or announcements that (1) have a dominant theme that, taken as a whole, appeals to the prurient interest in sex, portray sexual conduct in a patently offensive way, and lack literary, artistic, political or scientific value or (2) describe, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs at times of the day when children are likely to be in the audience.
 - D. Unauthenticated Testimonials. Any testimonials that cannot be authenticated.
- X. Waiver. Licensee may waive any of the foregoing regulations and restrictions in specific instance if, in its opinion, good broadcasting in the public interest is served. In any case where questions of policy or interpretation of matters contained in this Schedule arise, Programmer shall submit the same to Licensee for decision before making any commitments in connection therewith.

ATTACHMENT C

ANTI-PAYOLA DECLARATION

Tron Dinh Do states under penalty of perjury as follows:

1. I am the Managing Member of Intelli LLC ("Programmer")

2. All programming that Programmer has furnished to Station KSPA, Ontario, California (the "Station") for which services, money or other valuable consideration has been directly or indirectly paid or promised to, or charged or accepted by Programmer or any other person has included an announcement, or has otherwise indicated, that the programming was paid for or furnished by the payor.

2. I confirm that, in the future, neither Programmer nor any of its members, officers, employees or agents will pay, promise to pay, request or receive any service, money or any other valuable consideration, direct or indirect, from a third party in exchange for the influencing of, or the attempt to influence, the preparation or presentation of broadcast matter on the Station unless the broadcast matter is accompanied by proper sponsorship identification announcements.

3. Except as may be reflected in Paragraph 4 hereof, neither Programmer, Programmer's members or officers, nor any member of the immediate families of Programmer's members has any present direct or indirect ownership interest in any entity engaged in the following businesses or activities (other than an

investment in a corporation whose stock is publicly held), serves as an officer or director of, whether with or without compensation, or serves as an employee of, any entity engaged in the following business or activities:

1. The publishing of music;
2. The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
3. The exploitation, promotion or management of persons rendering artistic, production and/or other services in the entertainment field; or
4. The wholesale or retail sale of records intended for public purchase.

4. A full disclosure of such interest referred to in Paragraph 3 above, is as follows:

[Provide Details as appropriate]

Executed under penalty of perjury, this ____ day of December, 2016

Tron Dinh Do