

LOW POWER FM TIME-SHARE AGREEMENT

Awakening/Art & Culture (AA&C), Haitian Relief Radio and Community Services, Inc. (HRR) and Ministerio R.M., Inc. a/k/a Malaquias Bosques (MB) hereby enter into this “Low Power FM Time-Share Agreement” as of the 4th day of March, 2015:

WHEREAS, AA&C has filed an application with the Federal Communications Commission (FCC or Commission) for a construction permit for a new Low Power FM (LPFM) Station on 99.7 MHz, Channel 259, at Orlando, Florida, File No. BNPL-20131106AJH, Facility ID #192636 (the AA&C Application); and

WHEREAS, HRR has filed an application with the FCC for a construction permit for a new Low Power FM (LPFM) Station on 99.9 MHz, Channel 260, at Orlando, Florida, File No. BNPL-20131112AMG, FCC Facility ID #192845 (the HRR Application); and

WHEREAS, MB has filed an application with the FCC for a construction permit for a new Low Power FM (LPFM) Station on 99.7 MHz, Channel 259, at Sanford, Florida, File No. BNPL-20131113BOZ, FCC Facility ID #192921 (the MB Application); and

WHEREAS, the AA&C, HRR and MB applications were determined by the FCC to be mutually-exclusive with each other in LPFM Mutually-Exclusive Group 91 (Group 91) along with nine other LPFM applications specifying channels 258, 259 and 260 at various locations in Orange and Seminole Counties in Florida; and

WHEREAS, on December 23, 2014 the FCC released an Order, FCC 14-211, entitled “*Commission Identifies Tentative Selectees in 96 Groups of Mutually Exclusive Applications Filed in the LPFM Window; Announces a 30-Day Petition to Deny Period and a 90-Day Period to File Voluntary Time-Share Proposals and Major Change Amendments*” (the FCC Order); and

WHEREAS, the parties hereto seek to aggregate their total points pursuant to the FCC’s “point system” set forth in Section 73.872 of the FCC’s Rules; to wit, by entering into this Agreement, the parties will have an aggregate of 15 points; and

WHEREAS, AA&C, HRR and MB hereby enter into the following voluntary time-share agreement, to wit:

1. Hours of Operation. AA&C, HRR and MB agree to request that the FCC grant each application subject to hours of operation stated in Schedule A attached hereto and incorporated herein by reference. Neither AA&C, HRR or MB will operate its transmitter simultaneously during times when the station licensed to the other party is on

the air and broadcasting during licensed broadcast times during the term of this Agreement.

2. Operating Schedule Minimum Requirements. The hours of operation proposed in this Agreement comply with 47 C.F.R. §73.872(c). Each party hereto agrees and covenant that each party will operate its respective station for at least ten (10) hours per week in accordance with the FCC's Rules. The hours of operation proposed in this agreement also comply with 47 C.F.R. §73.850(b) because each LPFM station will operate at least 5 hours of operation per day on at least 6 days of the week in accordance with the FCC's Rules.

3. Schedule Modifications. This Agreement may be amended or modified only by a written instrument executed by all of the Applicants and submitted to the Commission prior to the time of the proposed change. The parties agree that they will review the allocated hours of operation as necessary, but at least every six months.

4. Vacant Time. There is currently no vacant time. In the event that vacant time becomes available, it will be divided up by written agreement executed by all three Applicants. In the event that two or more Applicants are vying for the same vacant time slot, that time slot will be divided equally among the applicants. Should one of the contracting parties be unable to operate its respective station for any reason, one of the other parties to this Agreement may operate the Station on behalf of the party unable to broadcast.

5. Transmitter locations. All three applicants (AA&C, HRR, and MB) will use the transmitter locations specified in their respective applications and will each be responsible for their own costs of construction and operation. Should any of the applicants agree to share a transmitter location in the future, the applicants will amend their applications to reflect that change. In the event that such amendment occurs, applicants agree to share equally with one another the cost of construction and operation of said shared transmitter location.

6. Studio Space. MB will construct and operate its own studio. AA&C will attempt to construct and operate its own studio. In the event that AA&C is unable to secure its own studio space by the time that the station begins broadcasting, it will share HRR's studio. In the event that AA&C shares studio space with HRR, AA&C will rent an office space in the studio building currently occupied by HRR. In the event that AA&C and HRR share studio space, AA&C will help defray the studio utilities cost per month since it will be occupying office space in the same building next to the radio studio. Therefore, AA&C will pay HRR ONE HUNDRED DOLLARS (\$100.00) per month for rental of said space from HRR. In the event of any application costs arriving from this timeshare agreement or subsequent waivers (if required) the costs will be shared equally (on a 50%/50% basis). Both AA&C and HRR will revisit this timeshare agreement a year after the later date upon which the FCC has granted both the HRR and AA&C construction permits to determine whether they will continue to share studio space.

7. Equipment. All three applicants (AA&C, HRR, and MB) will own their own transmission and studio equipment. In the event that HRR and AA&C share in the ownership of their transmission and studio equipment, they will share the costs on an equal (50%/50%) basis.

8. Cross Promotion. HRR and AA&C will promote and mention each other's name, programming content on-air and might even share advertising materials, if the advertising is relevant, appropriate and done by mutual and prior agreement. MB will not promote or mention the programming of either HRR or AA&C and will not mention or discuss any of their programming on its low power FM station. It is the intention of the parties that MB will remain entirely distinct and separate from HRR and AA&C.

9. Termination. This agreement may be terminated only after an agreement stating the terms of such termination is submitted to the FCC for its approval and is in fact approved by the FCC. Should any party wish to terminate this Agreement, it is hereby required to give sixty (60) day notice to the other parties and must receive unanimous approval from the other parties in order to enter into a valid termination of this Agreement.

10. Valid Organization and Warranty. Each Applicant represents that (a) it is a duly organized, validly existing, and in good standing in its state of incorporation, and (b) the execution, delivery, and performance of this Agreement has been duly and effectively authorized by its governing board.

11. Amendments. Amendments or modifications to this Agreement must be in writing, signed by all of the Applicants, and submitted to the FCC.

12. Conduct. Each Applicant will use its best efforts to cooperate with other Applicants specified in this Agreement and with the FCC by expeditiously furnishing any additional information that may be reasonably required, and by performing all other acts reasonably necessary to carry out this Agreement.

13. Confidentiality. The Applicants shall henceforth maintain the confidentiality of any information received from any other Applicant in connection with negotiating, filing, and carrying out this Agreement.

14. Remedies on Default. In the event that one of the Applicants defaults on this Agreement, any Applicant not in default shall have available to it all remedies, at law or equity to which it is entitled under Florida law, including the right to obtain specific performance of the terms of this Agreement.

15. Attorney's Fees. The prevailing Party in any lawsuit to enforce this Agreement or to be compensated for the default of another Party is entitled to reasonable attorneys' fees, at trial and on appeal, as are determined by the court.

16. Benefit and Assignment. This Agreement is binding upon the benefit of the Parties and their respective heirs, legal representatives, and successors. No party to this Agreement may assign its interest under this Agreement without prior written consent of all the other Parties. In no event will an assignment be permitted if the consideration promised or received exceeds the depreciated fair market value of the physical equipment or facilities; and/or the transferee or assignee is incapable of satisfying all of the eligibility criteria that apply to an LPFM licensee in violation Section 73.865 of the FCC Rules.

17. Counterparts. This Agreement may be executed in counterparts, which, when executed shall constitute one Agreement, binding on all of the Parties.

18. Entire Agreement. This Agreement contains the entire understanding between and among the Applicants and supersedes all prior written or oral agreements between them. There are no representations, agreements, or understandings among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

19. Acknowledgement. By signing this agreement, all of the Parties acknowledge that they have read this Agreement fully and understand each provision. Each signer represents and warrants that he has the legal and actual legal authority on behalf of his entity to bind his entity according to the terms of this Agreement.

20. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. Any action under this agreement shall be brought in the courts of Orange County, Florida.

21. Notices. Any notice required hereunder shall be in writing, and any notice or other communication shall be deemed provided when delivered by either hand or first-class United States mail, postage prepaid, to the following addresses, or such other addresses as may hereafter be specified in writing:

If to AA&C:

Mr. Nelson Betancourt, President
Awakening/Art & Culture
5350 East Kaley Street
Orlando, FL 32812-8864

If to HRR:

Mr. Joel Conserve, Treasurer
Haitian Relief Radio and Community Services, Inc.
5166 Millenia Boulevard #204
Orlando, FL 32839

If to MB

Mr. Malaquias Bosques, President
Ministerio R.M., Inc.
Post Office Box 5521
Deltona, FL 32728

22. Waiver. Failure of any Party to complain of any act or omission on the part of any other Party in breach of this Agreement, no matter how long the same may continue, shall not be deemed a waiver of any rights hereunder. No waiver of any provision of this Agreement will be deemed a waiver of any other provision or consent to any subsequent breach of the same or other provisions.

23. Liability. Nothing contained in this Agreement shall limit any Party's other business, waive any claims any Party might have against another Party, or allow any Party to bind any other Party except as may expressly be stated herein.

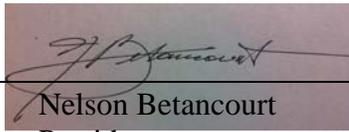
24. Severability. If any term or provision of this Agreement be invalid or unenforceable as to any Party, the remainder of this Agreement shall not be affected thereby, and each remaining term of provision of this Agreement shall be valid and enforceable.

25. FCC Section 73.3525 Statements. This Agreement constitutes the entire understanding between AA&C, HRR and MB for settlement of this proceeding. Other than as stated in the Settlement Agreement, neither AA&C, HRR nor MB (nor their officers and/or directors) have either paid or promised or have been paid or promised any consideration, direct or indirect, for their mutual decisions to enter into this Time-Share Agreement. Neither AA&C, HRR nor MB filed its respective application for the purpose of reaching or carrying out a settlement agreement. This Agreement is in the public interest because it was reached in order to simplify Group 91 and to minimize to the extent possible the use of scarce FCC adjudicatory resources.

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SIGNATURES APPEAR ON FOLLOWING PAGES]

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED
THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE:**

AWAKENING/ART & CULTURE

By  _____
Nelson Betancourt
President

**HAITIAN RELIEF RADIO AND COMMUNITY
SERVICES, INC.**

By _____
Joel Conserve
Treasurer

**MINISTERIO R.M., INC. a/k/a
MALAQUIAS BOSQUES**

By _____
Malaquias Bosques
President

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