

## PROGRAMMING AGREEMENT

This Programming Agreement (the "Agreement"), is entered into this **19th** day of **May 2016**, by and between WIN Radio Broadcast Corporation ("WIN") and Radio Cantico Nuevo Inc (the "Programmer").

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, agree as follows:

1. Purchase of Air Time. Subject to the terms and conditions of this Agreement, during the Term, Programmer shall purchase from WIN and WIN shall sell to Programmer broadcast air time on radio broadcast station 740 AM, WNYH Jericho NY\_ (the "Station") for the broadcast of programming produced, owned, licensed, or otherwise lawfully acquired by Programmer, including all advertising and promotional material contained therein (the "Programs"). During the Term, subject to the terms and conditions of this Agreement, WIN shall broadcast the Programs on the Station in accordance with the Air Time Schedule. The broadcast air time purchased hereunder shall be on the following schedule (the "Air Time Schedule") and at the following rates:

<u>Days</u>	<u>Hours</u>	<u>Base Rates</u>
2017	24/7	\$34,000
2018	24/7	\$35,000
2019	24/7	\$36,000

2. Payments by Programmer. In consideration for the broadcast air time purchased hereunder, Programmer shall pay WIN the air time payments set forth in Section 1 above on a weekly basis in advance in accordance with the schedule set forth below.

3. In addition, upon the execution of this Agreement, Radio Cantico Nuevo Inc shall pay to WIN a past due debt payment in the amount of **\$525.00**(the "Debt Payment"), this payment will begin the first Friday in May of 2016 and will continue every Friday thru the remainder of the current contract and thru the entire extended contract which will be complete December 31st 2019. The payments will be deducted from the current balance of **\$300,000** past due and which will be considered paid in full as long as all said "Debt Payments" are executed as scheduled and no further past due balance is accrued.(190 payments of \$525 totaling \$100,000)

4. If at any point during the duration of the contract WIN is able to add an **FM translator** that will improve the nighttime signal programmer agrees to pay an additional \$3,000 a month in airtime fees.

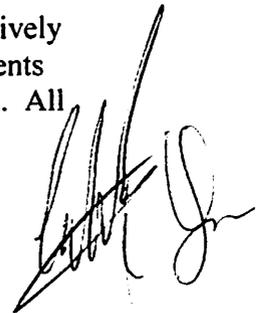
Payment Schedule: Programmer agrees to pay Licensee in advance on a weekly basis by Friday prior to the broadcast week. All payments sent to WIN must be made via wire transaction directly to WINs' bank account. Fax receipts will be sent to FJ Henkel at 516-706-0095, Mr. Henkel will keep WIN up to date on any and all payments sent to WIN by programmer.

Programmer will make payments payable to WIN Broadcasting, LLC and deliver payment at the address herein or as directed by WIN. In the event that Programmer does not timely pay any monthly air time payment, in addition to any other remedies WIN may have, Programmer will be charged a late fee of 2.5 percent of the monthly air time payment in question. If this Agreement is terminated in connection with a breach or default by Programmer, in addition to the other remedies specified in this Agreement, WIN shall be entitled to retain the Security Deposit. If this Agreement is terminated other than in connection with a breach or default by Programmer, then the Security Deposit shall be returned to Programmer within thirty (30) days of the date of such Termination.

5. Term. The term of this Agreement ("Term") shall commence on 19th of May 2016 \_\_\_\_, (the "Effective Date") and shall end on 31st day of Dec 2019 \_\_\_\_, unless sooner canceled or terminated in accordance with the terms of this Agreement. Programmer will have 7 days to remedy contractual breach. If Licensee sells station contract will be null and void, programmer will be notified 30 days in advance of sale date.

6. Production and Delivery of Programs. Programmer shall be responsible, at its sole cost and expense, for the entire production of the Programs and for the delivery of the Programs to either the Station's studio facilities or the Station's transmitter site (as directed by WIN). Programmer's delivery of the Programs shall be by means reasonably acceptable to WIN that will ensure that the Programs meet technical and quality standards at least equal to those of the Station's broadcasts prior to the date hereof. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs or necessary to fulfill Programmer's other obligations hereunder. Programmer shall pay for all costs associated with the production of its Programs, including all fees to ASCAP, BMI and SESAC attributable to its Programs and any other copyright fees attributable to its Programs. Programmer acknowledges there currently is past due fee in the amount of roughly \$2,000-\$2,500. programmer is aware of their obligation to cover that expense. The programmer requests that WIN send programmer the documents for the past due balance and will in the future provide new invoices that programmer is contractually responsible for in a timely manner to avoid any future past due balances.

7. Advertising in Programs. During the Term, Programmer shall be exclusively responsible for the sale of advertising messages or promotional material or announcements included in the Programs and the collection of all accounts receivable arising therefrom. All



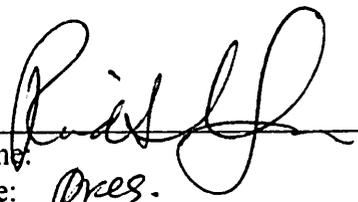
contracts for advertising to be broadcast on the Station entered into by Programmer shall be in Programmer's own name and shall terminate upon the termination of this Agreement.

8. Authority. Programmer and WIN each represents and warrants 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. Programmer further represents and warrants that Programmer possesses all rights and licenses necessary for the broadcasting of the Programs.

9. Terms and Conditions. This Agreement is expressly subject to the general terms and conditions attached hereto as Exhibit A, which terms and conditions are hereby incorporated and made a part hereof.

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

WIN: WIN MEDIA

By:   
Name: \_\_\_\_\_  
Title: pres.

PROGRAMMER:

By:   
Name: \_\_\_\_\_  
Title: president  
Address: 8700 18th Ave  
Brooklyn N.Y. 11214  
Telephone: 718-795-5445  
Fax: \_\_\_\_\_

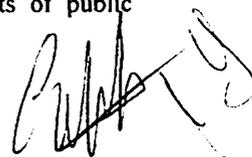
## Exhibit A to Programming Agreement General Terms and Conditions

1. Content of Programs. Programmer agrees, represents and warrants that the content of the Programs (including all advertising and promotional material contained therein) shall comply at all times with WIN's programming standards and all applicable laws, including the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC (the "Communications Laws"). The Programs shall not include any material at any time that is indecent, obscene, or profane or that defames, slanders, invades the privacy of or casts in a false light any individual or legal entity. The Programs shall not include any discussion of gambling or wagering through entities offering on-line or telephone gambling, including entities that offer these services from locations outside the United States. The Programs shall not include any material that violates the Communications Laws concerning "payola" or "plugola" and shall comply at all times with the FCC's sponsorship identification requirements. The Programs shall not include any advertising or promotional material that Programmer knows, or has reason to believe, is false or misleading. The Programs shall not contain any matter which may or will subject WIN to public ridicule or censure. If any person associated with the Programs commits any act or becomes involved in any occurrence which, in WIN's reasonable opinion, tends to bring him or her into public disrepute or to offend the community or any group thereof or reflects adversely on the Station or the reputation of WIN, the Programmer shall, at WIN's request, forthwith dispense with the services of such person and provide a substitute acceptable to WIN. The Programs shall include a station identification announcement consisting of the Station's call letters and community of license at the beginning of each hour of the Programs, as well as any other announcements required by the Communications Laws. The Programs shall include a disclaimer at least once per hour that states that the Programs are produced and sponsored by the Programmer and the views contained therein are not those of WIN or the Station.

2. Control of the Station. Notwithstanding anything to the contrary in the Agreement, WIN has full authority, power and control over the operation of the Station during the term of the Agreement, including specifically, control over the Station's finances, personnel and

programming. Nothing contained herein shall prevent the WIN from (a) rejecting or refusing Programs which WIN reasonably believes to be contrary to the public interest, or (b) substituting programs which WIN reasonably believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities served by the Station. WIN has the right, in its sole discretion and without liability, to preempt any Program, and to use part or all of the Air Time Schedule to broadcast events of emergency importance. In all such cases, WIN will use its best efforts to give Programmer prompt notice of its intention to preempt such broadcast or broadcasts, and both parties will work together to attempt to schedule emergency announcements during commercial avails or in other non-program time. WIN also reserves the right to refuse to broadcast any Program or any portion thereof that does not meet the requirements of the Agreement. WIN shall have the right to reduce the Station's power or take the Station off the air to perform maintenance as necessary to meet FCC and FAA requirements, manufacturer recommendations, and good engineering practice standards. Any disruption to the broadcast of the Programs due to such maintenance shall not be considered a default or breach of the terms of the Agreement, provided that WIN shall, when reasonably possible, provide Programmer with advance notice of such maintenance work and shall make reasonable efforts to minimize any disruptions to the broadcast of the Programs.

3. Political Advertising. Programmer shall strictly comply with WIN's instructions and the Communications Laws, as announced from time to time, with respect to the carriage of political advertisements and programming (including, without limitation, sale of advertising time to political candidates and other political or "issue" advertising) and the charges permitted therefor. Programmer shall also maintain and deliver to the Station and WIN such records and information required by the FCC to be placed in the public inspection file of the Station pertaining (i) to the broadcast of political programming and advertisements and (ii) to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance.

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4. Public File and Public Communications. WIN shall be responsible for maintaining a complete public inspection file and compiling and filing all required quarterly issues/programs lists. To the extent either party hereto receives or handles any communication from the public (e.g., by mail, e-mail, telecopies, or telephone calls) in connection with the Programs, each party shall promptly advise the other and shall give the other party copies of any such communication.

5. Events of Default; Termination.

(a). Events of Default. The occurrence of any of the following will be deemed an "Event of Default" under the Agreement: (a) Programmer fails to make timely payments as provided for in the Agreement; or (b) Programmer's or WIN's default in the observance or performance of any material covenant, warranty, condition or agreement contained herein; or (c) Programmer's or WIN's material breach of any representation or warranty herein, or in any certificate or document furnished pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect as of the time made or furnished; or (d) the voluntary filing by Programmer or WIN (or involuntary filing with respect to Programmer or WIN not vacated within sixty (60) days after such filing) of a petition for reorganization or dissolution under federal bankruptcy laws or under substantially equivalent such laws.

(b). Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until five (5) 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 (the "Cure Period").

(c). Remedies Upon Default; Termination and Acceleration. Upon the occurrence of an Event of Default by Programmer, and in the absence of a timely cure, WIN may, at its sole option, by written notice to Programmer, terminate the Agreement, and upon such termination, WIN shall be under no further obligation to make available to Programmer any further broadcast time or broadcast transmission. Upon the occurrence of an Event of Default by WIN, and in the absence of a timely cure, Programmer may, at its sole option, by written notice to WIN, terminate the Agreement, and upon such termination Programmer shall be under no further obligation to provide any further programs to be

broadcast on the Station and all amounts due to WIN with respect to the period prior to such termination which have not yet been paid by Programmer shall immediately become due and payable to WIN on net 30 day terms. In addition, in the event of a breach or threatened breach by either party of any of its covenants or agreements under the Agreement, at the election of an opposing party hereto, such other party shall be entitled to an injunction restraining any such breach or threatened breach and, to the extent consistent with the Communications Laws, to enforcement of the Agreement by a decree of specific performance requiring such breaching party to fulfill its obligations under the Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. Neither party shall be entitled to any damages other than set forth herein.

6. Force Majeure. Any failure or delay in the performance of either parties' obligations under the Agreement, which is not directly or indirectly the fault of that party or its employees or agents due to acts of God, *force majeure* or any other causes beyond the control of that party, shall not constitute a breach of the Agreement.

7. Indemnification; Warranty. Each party (as the case may be, the "Indemnitor") shall indemnify and hold harmless the other party (as the case may be, the "Indemnitee"), its directors, officers, employees, agents and affiliates, from and against any and all liability, including without limitation, all consequential damages and attorneys fees, arising out of or incident to any violation of the Communications Laws or any breach of the Agreement by the Indemnitor or the conduct of the Indemnitor, its directors, officers, employees, contractors, agents or affiliates. Without limiting the generality of the foregoing, Programmer shall indemnify and hold and save WIN, its directors, officers, employees, agents and affiliates, harmless against liability in connection with the Programs and the content thereof, or for violations of the Communications Laws, libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copy rights and proprietary rights resulting from the Programs. Programmer will maintain a minimum of \$1 million of libel and slander insurance (or "broadcaster's errors and omissions" insurance) per policy year, shall obtain an endorsement on such policy to show WIN as an additional insured, and provide evidence of such insurance to WIN. Each party's obligation to hold the other harmless against the liabilities specified above shall survive any termination of the Agreement

for a period of two years or the applicable statute of limitations period in relation to the matter involved, whichever is longer.

8. Waiver; Remedies Cumulative. No failure or delay on the part of Programmer or WIN in exercising any right or power under the Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power. Except as otherwise provided in the Agreement, the rights and remedies provided in the Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

9. Construction, Forum. The Agreement will be construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. The parties agree that any litigation that may arise out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the New York City Supreme Court or the United States District Court for the Southern District of New York, and each of the parties hereby consent to the jurisdiction of said courts.

10. Assignability; No Third Party Rights. The rights and obligations of WIN under the Agreement may be assigned to a party who receives FCC approval for the assignment or transfer of control of the Station. After written notice to Programmer that WIN intends to sell the Station to a third party (the "Buyer"), either the WIN or the Buyer (upon Buyer's acquisition of the Station) shall have the right to terminate the Agreement upon thirty (30) days prior written notice to the Programmer. Programmer shall not assign the Agreement without the written consent of WIN. Notwithstanding any provisions of this paragraph, Programmer shall be entitled to sell program time to which it is entitled under the Agreement to other programmers, provided that such other programmers agree in writing to conform to the terms and conditions of the Agreement. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto, and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity, other than the parties hereto, their permitted assigns, any right, remedy or claim, legal or equitable, under or by reason of the Agreement

Notices and Payment. Any payment shall be effective only on receipt of a valid check, bank draft,

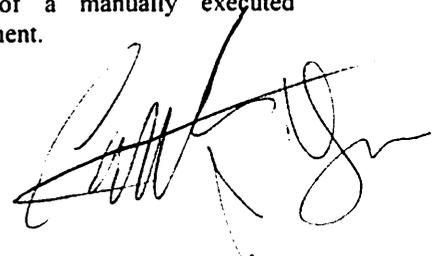
cash, or electronic funds transfer. Any notice required hereunder shall be in writing and any notice or other communications shall be deemed given (i) upon delivery when delivered personally or by facsimile with a copy by mail, (ii) five (5) days after mailing if mailed by certified mail, postage prepaid, with return receipt requested, or, (iii) on delivery by Federal Express or another recognized overnight carrier for overnight delivery, and addressed to the address provided in the signature block to the (or to such other address as either party notifies the other in writing) with a copy to (which shall not constitute notice) to: Fletcher, Heald & Hildreth, PLC, 1300 N. 17<sup>th</sup> Street, 11<sup>th</sup> Floor, Arlington, Virginia 22209, Attention: Francisco R. Montero, Esq., (703) 812-0486 (fax).

11. Entire Agreement; Presumption; Amendment. The Agreement embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of the Agreement. The Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. The Agreement may not be amended or modified except by an instrument in writing signed by Programmer and by WIN.

12. Relationship of Parties. Neither Programmer nor WIN will be deemed to be the agent, partner, or representative of the other, and neither is authorized to bind the other to any contract, agreement, or understanding.

13. Certifications. WIN hereby certifies that it maintains ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel and programming. Programmer hereby certifies that the Agreement complies with the provisions of paragraphs (a) and (c) of Section 73.3555 of the FCC's rules.

14. Counterpart Signatures. The Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to the Agreement by facsimile shall be effective as delivery of a manually executed counterpart of the Agreement.

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