

## **TIME BROKERAGE AGREEMENT**

This Time Brokerage Agreement (this "Agreement") is made as of the 1<sup>st</sup> day of July, 2009, by and between Christian Ministries of the Valley, Inc. ("Time Broker"), and Vision Latina Broadcasting, Inc. ("Licensee").

### **Background**

Licensee holds the license and related authorizations issued by the Federal Communications Commission ("FCC") for the operation of radio station KBPO(AM), Port Neches, Texas (FCC Facility I.D. No. 68762) (the "Station"). Licensee and Time Broker desire to enter into an agreement providing for the sale of substantially all of the broadcast time of the Station to Time Broker, subject to the rules and policies of the Federal Communications Commission (the "FCC").

Licensee and Time Broker are parties to that certain Asset Purchase Agreement (the "APA") pursuant to which Licensee has agreed to sell and Time Broker has agreed to purchase substantially all of the assets of the Station.

Accordingly, in consideration of the foregoing and of the mutual promises, covenants, and conditions set forth below, the parties agree as follows:

#### **1. SALE OF TIME.**

1.1 **Broadcast of Programming.** Effective as of 12:01 a.m. on the Commencement Date, as defined below, Licensee shall cause to be broadcast on the Station, programs which are presented to it by Time Broker as described in greater detail in **Schedule 1.1** (the "Programming"). The "Commencement Date" shall be the date on which the Station resumes operations after having been temporarily silent pursuant to FCC authority.

1.2 **Consideration.** Time Broker shall pay a monetary fee to Licensee in return for the right to broadcast Programming on the Station as set forth in **Schedule 1.2** hereto.

1.3 **Term.** This Agreement shall commence on the Commencement Date and shall continue until the earlier of: (a) the consummation of the sale and purchase of the Station as provided in the APA; or (b) the second anniversary of the Commencement Date, provided however, that either party shall have the right to terminate this Agreement as of the first anniversary of the Commencement Date by providing written notice to the other, at least sixty (60) days prior to the first anniversary of the Commencement Date. Should the parties wish to extend the term hereof until the third anniversary of the Commencement Date, or beyond, they shall agree to such extension in writing at least sixty (60) days prior to the second anniversary of the Commencement Date.

#### **2. PROGRAMMING AND OPERATING STANDARDS AND PRACTICES.**

2.1 **Compliance with Standards.** All Programming delivered by Time Broker and all programming supplied by Licensee during the term of this Agreement shall be in accordance with applicable statutes, FCC requirements and the programming policies set forth

on **Schedule 2.1**. Licensee reserves the right to refuse to broadcast any Programming containing matter which Licensee believes is not in the public interest or may be violative of any right of any third party or which Licensee reasonably determines is, or in the reasonable opinion of Licensee may be deemed to be, indecent (and not broadcast during the safe harbor for indecent programming established by the FCC) or obscene by the FCC or any court or other regulatory body with authority over Licensee or the Station. If Time Broker does not adhere to the foregoing requirements, Licensee may suspend or cancel any specific program not so in compliance.

**2.2 Political Broadcasts.** Time Broker shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the Station pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the FCC's rules. Time Broker shall consult and cooperate with Licensee and adhere to all applicable statutes and the rules, regulations, and policies of the FCC, as announced from time to time, with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to "equal opportunities") and the charges permitted therefor. Time Broker shall promptly provide to Licensee such documentation relating to such programming as Licensee is required to maintain in its public inspection file or Licensee shall reasonably request.

**2.3 Handling of Communications.** Time Broker and Licensee shall cooperate in promptly responding to all mail, cables, telegrams or telephone calls directed to the Station in connection with the Programming provided by Time Broker or any other matter relevant to its responsibilities hereunder. Time Broker shall provide copies of all such correspondence to Licensee, and Licensee shall provide copies of all such correspondence to Time Broker. Promptly upon receipt, Time Broker shall advise Licensee, and Licensee shall advise Time Broker, of any public or FCC complaint or inquiry known to Time Broker or Licensee, respectively, concerning such Programming, and each shall provide the other with copies of any letters from the public, including complaints concerning such Programming. Upon Licensee's request, Time Broker shall broadcast material responsive to such complaints and inquiries. Notwithstanding the foregoing, Licensee shall handle all matters or inquiries relating to FCC complaints and any other matters required to be handled by Licensee under the rules and regulations of the FCC.

**2.4 Preemption.** Licensee may, from time to time, preempt portions of the Programming to broadcast emergency information or other non-entertainment programs it deems would better serve the public interest. Time Broker shall be notified at least one week in advance of any preemption of any of the Programming for the purpose of broadcasting programs Licensee deems necessary to serve the public interest unless such advance notice is impossible or impractical, in which case Licensee shall notify Time Broker promptly upon making such determination. In the event of any such preemption, Time Broker shall be entitled to a credit against any other amounts due Licensee under this Agreement in an amount equal to the product of (a) the monthly payment made pursuant to Section 1.2 and (b) the result of dividing the number of hours so affected by the aggregate number of hours available for Programming during such month. Licensee represents and covenants that preemption shall only occur to the extent Licensee deems preemption necessary to carry out its obligations as an FCC licensee, and

expressly agrees that its right of preemption shall not be exercised in an arbitrary manner or solely for the commercial advantage of Licensee or others. In the event that Licensee preempts more than ten (10) hours of Programming over any consecutive thirty (30) day period, then Time Broker shall be entitled at its sole option to terminate this Agreement without further obligation to Licensee and to pursue all other legal remedies available to it that are consistent with the requirements of the Communications Act of 1934, as amended (the "Communications Act") and the FCC's rules and policies.

**2.5 Rights in Programs.** All right, title and interest in and to the Programming, and the right to authorize the use of the Programming in any manner and in any media whatsoever, shall be and remain vested at all times solely in Time Broker.

**2.6 "Payola" and "Plugola".** Time Broker agrees that it will take steps, including the periodic execution of affidavits, reasonably designed to ensure that neither it nor its employees or agents will accept any gift, gratuity or other consideration, directly or indirectly, from any person or company for the playing of records, the presentation of any programming or the broadcast of any commercial announcement over the Station without such broadcast being announced as sponsored. It is further understood and agreed that no commercial message, plugs, or undue reference shall be made in programming presented over the Station to any business venture, profit-making activity or other interest (other than non-commercial announcements for bona fide charities, church activities or other public service activities) without such broadcast being announced as sponsored.

**2.7 Advertising and Programming.** Beginning on the Commencement Date, Time Broker shall be solely responsible for any expenses incurred in connection with and shall be entitled to all revenue from the sale of advertising or program time on the Station broadcast on or after the Commencement Date. Time Broker does not assume any obligation of Licensee under any contract or advertising arrangement entered into by Licensee on or after the Commencement Date. Time Broker will advise Licensee of its lowest unit charges for political advertising, and, subject to Licensee's rights under Section 4 hereof, Licensee shall take all commercially reasonable steps to avoid actions within Licensee's control that reduce the lowest unit charges for candidate advertising within applicable pre-election windows.

**2.8 Compliance with Laws.** At all times during the term of this Agreement, Time Broker and Licensee shall comply in all material respects with all applicable federal, state and local laws, rules and regulations.

### **3. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES.**

**3.1 Time Broker's Employees.** Time Broker shall employ and be responsible for the payment of salaries, taxes, insurance and all other costs related to all personnel used in the production of the Programming. Licensee will not incur any liability on account of Time Broker's employees.

#### **3.2 Licensee's Employees.**

(a) Licensee shall employ and be responsible for the payment of salaries, taxes, insurance, and all other costs related to the general manager and at least one non-

managerial employee of the Station. Time Broker will not incur any liability on account of Licensee's employees.

(b) Time Broker shall have no authority over and shall not supervise persons in the employ of Licensee.

**3.3 Time Broker's Expenses.** Time Broker shall pay for all costs associated with the production and delivery of the Programming, including but not limited to, (i) all ASCAP, BMI, SESAC and other copyright fees associated with delivery of the Programming, (ii) any expenses incurred in connection with its sale of advertising time hereunder (including without limitation sales commissions) in connection with the Programming, and (iii) the salaries, taxes, insurance, and related costs for all personnel used in the production of the Programming and all sales personnel (including salespeople, traffic personnel, and programming staff).

**3.4 Operating Expenses.** Licensee shall be responsible for the payment when due of all fees and expenses relating to the operation and maintenance of the Station as necessary to maintain the licensed transmitting capability of the Station and to fulfill its obligations as an FCC licensee, including, but not limited to: (i) the salaries, taxes, insurance and related costs for all personnel required to be employed by Licensee pursuant to Section 3.2(a) of this Agreement, (ii) rent and utility payments for the towers and transmitters used in the operation of the Station, (iii) rent and other payments for equipment used in the operation of the Station, including maintenance expenses, (iv) rent and other payments for studio space, (v) insurance on Licensee's equipment used by the Station, and (vi) its federal, state and local taxes (the "Operating Expenses"). Time Broker shall reimburse Licensee for the Operating Expenses as provided in Schedule 1.2 hereto.

#### **4. OPERATION OF STATION.**

Notwithstanding any provision of this Agreement to the contrary, Licensee shall retain ultimate authority and power with respect to the operation of the Station during the term of this Agreement. The parties agree and acknowledge that Licensee's ultimate control of the Station is an essential element of the continuing validity and legality of this Agreement. Accordingly, Licensee shall retain full authority and control over the policies, finances, personnel, programming and operations of the Station, including, without limitation, the decision whether to preempt programming in accordance with Section 2.4 hereof. Licensee shall have full responsibility to effectuate compliance with the Communications Act of 1934, as amended, and with FCC rules, regulations and policies, including, without limitation, the FCC's political programming rules. Licensee shall be responsible for maintaining the Station's quarterly issues/programs lists and public inspection files. Time Broker shall supply Licensee with documents that may come into Time Broker's possession and should be placed in the Station's public inspection file.

#### **5. GRANT OF LICENSES.**

**5.1 License to Use Station Facilities.** Effective as of the Commencement Date, Time Broker grants Licensee a license to access and use the studio and office space and other facilities owned or leased by Time Broker for the operation of radio stations owned by

Time Broker and all equipment and furnishings contained therein (collectively, the “Station Facilities”) for the production and broadcasting of programming and the operation of the Station in accordance with the FCC’s main studio rules and the terms set forth in this Section 5 (the “Shared Use License”). The Shared Use License shall have a term beginning on the Commencement Date and ending ninety (90) days after the termination of this Agreement. Licensee shall have the right to access the Shared Facilities twenty four hours per day, seven days per week in accordance with the Licensee’s obligations as the licensee of the Station to staff and maintain the Station’s main studio, including the use of office space for the employees of Licensee that are required for Licensee to comply with its obligations under Sections 3.2 and 4 hereof. Licensee shall use due care in the use of any property of Time Broker and shall not remove any property owned by Time Broker from the Shared Facilities.

**5.2 License of Intellectual Property.** Effective as of the Commencement Date, Licensee licenses to Time Broker the exclusive right to use (or, to the extent Licensee does not hold exclusive rights, the non-exclusive right to use) all intellectual property owned by or licensed to Licensee and used in the operation of the Station (including, but not limited to call signs and goodwill) (the “IP License”). The IP License shall terminate upon the termination of this Agreement.

## **6. INDEMNIFICATION.**

**6.1 Indemnification Rights.** Each party will indemnify and hold harmless the other party, and the shareholders, members, employees, agents, and affiliates of such other party, from and against any and all liability, including, without limitation, reasonable attorneys’ fees arising out of or incident to (i) any breach by such party of a representation, warranty, or covenant made herein, (ii) the programming produced or furnished by such party hereunder, or (iii) the conduct of such party, its employees, contractors, or agents (including negligence) in performing its or their obligations hereunder. Without limiting the generality of the foregoing, each party will indemnify and hold harmless the other party, and the partners, employees, agents, and affiliates of such other party, from and against any and all liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming produced or furnished by it hereunder. Time Broker shall indemnify Licensee for any damages, loss, liability or expense resulting from Time Broker’s failure to adhere to the Program Policy Statement and from any losses, forfeitures or fines resulting from Time Broker’s provision of programming that violates applicable FCC rules and regulations governing indecent and obscene programming. The parties’ indemnification obligations hereunder shall survive any termination or expiration of this Agreement for a period of one year.

**6.2 Procedures.** If any claim (or proceeding relating thereto) by a person or entity not a party to this Agreement that is covered by the foregoing agreements to indemnify and hold harmless shall arise, the party who seeks indemnification (the “Indemnified Party”) shall give written notice thereof to the other party (or parties) (the “Indemnitor”) pursuant to the notice provisions set forth in Section 11.8 promptly after the Indemnified Party learns of the existence of such claim or proceeding; provided, however, that the Indemnified Party’s failure to give the Indemnitor prompt notice shall not bar the Indemnified Party’s right to indemnification unless such failure has materially prejudiced the Indemnitor’s ability to defend the claim or

proceeding. The Indemnitor shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend against any such claim or proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided that the Indemnitor shall not have the right to control the defense of any such claim or proceeding unless it has acknowledged in writing its obligation to indemnify the Indemnified Party fully from all liabilities incurred as a result of such claim or proceeding; further provided that (i) the Indemnitor shall not effect any settlement relating to any such claim or proceeding unless such settlement includes an unconditional release of such Indemnified Party from all liability on any claims that are the subject of such claim or proceeding and (ii) the Indemnitor may not contractually bind any Indemnified Party without the written consent of the Indemnified Party. The parties will fully cooperate in any such action, and shall make available to each other any books or records useful for the defense of any such claim or proceeding. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such claim or proceeding within twenty (20) days after receiving notice thereof from the Indemnified Party (or such shorter time specified in the notice as the circumstances of the matter may dictate), the Indemnified Party shall be free to dispose of the matter, at the expense of the Indemnitor, in any way in which the Indemnified Party deems to be in its best interest.

## **7. DEFAULT.**

**7.1 Events of Default.** The following, after the expiration of the applicable cure periods specified in Section 7.2, shall constitute Events of Default under this Agreement:

(a) **Default in Covenants.** Time Broker's or Licensee's material default in the observance or performance of any material covenant, condition, or agreement contained herein;

(b) **Breach of Representation or Warranty.** Time Broker's or Licensee's material breach of any representation or warranty made by it 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

**7.2 Cure Periods.** Unless provided otherwise in this Agreement, an Event of Default shall not be deemed to have occurred until twenty (20) days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default, and such event has not been cured within such time period.

## **8. TERMINATION.**

This Agreement shall automatically terminate upon the expiration of the term of this Agreement as set forth in Section 1.3. In addition, this Agreement shall terminate as provided below.

**8.1 Termination Upon Default, Change in FCC Rules/Policies, or Necessity to Maintain FCC Compliance.**

In addition to other remedies available to the parties hereto at law or equity, and in addition to other provisions providing for termination herein, this Agreement may be terminated as set forth

below by either Licensee or Time Broker by written notice to the other if the party seeking to terminate is not then in material default or breach hereof, upon:

(a) an uncured Event of Default;

(b) a change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is final, in effect and has not been stayed, and the parties are unable, after negotiating in good faith for at least thirty (30) days, to modify this Agreement to comply with the change in FCC rules, policies or precedent; or

(c) the determination by a party that it must terminate this Agreement in order to maintain its compliance with applicable FCC rules and policies governing the multiple ownership of broadcast stations, provided, however, that if this Agreement is terminated by Time Broker pursuant to this Section 8.1(c), the parties agree that the term of the Shared Use License shall be extended for a period of one (1) year, commencing on the date this Agreement is terminated pursuant to this Section 8.1(c), such that Licensee shall continue to have the right to access and use the Shared Facilities twenty four hours per day, seven days per week in accordance with the Licensee's obligations as the licensee of the Station to staff and maintain the Station's main studio and operating facilities.

**8.2 Termination Upon Failure to Operate.** In addition to other remedies available to the parties hereto at law or equity, and in addition to other provisions providing for termination herein, this Agreement may be terminated by Time Broker upon thirty (30) days notice to Licensee in the event that the Station fails to broadcast an over-the-air signal for twenty-four (24) consecutive hours or for a total of seventy-two (72) hours in any one (1) week period.

### **8.3 Miscellaneous Termination Matters.**

(a) Licensee and Time Broker shall cooperate to effectuate a termination of this Agreement that will cause minimal disruption to the operation of the Station. To that end, the parties agree to terminate this Agreement on the last day of a month.

(b) Upon any termination of this Agreement, Licensee shall have no further obligation to provide to Time Broker any broadcast time on the Station and the Time Broker shall have no further obligation to license the Station Facilities to Licensee. Upon any termination, Time Broker shall be responsible for all debts and obligations to third parties based upon the purchase of air time on the Station.

(c) Upon the termination of this Agreement, Time Broker shall be responsible for collecting the accounts receivable arising from Time Broker's programming of the Station on or after the Commencement Date and prior to the termination of this Agreement.

(d) Notwithstanding anything in Section 6.1 to the contrary, no expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims under Section 8 hereof or limit or impair any party's rights to receive payments due and owing hereunder on or before the date of such termination.

## **9. REMEDIES.**

In addition to a party's rights of termination hereunder (and in addition to any other remedies available to it or provided under law), in the event of an uncured Event of Default with respect to either party, the other may seek specific performance of this Agreement to the extent permitted by the Communications Act and the rules, regulations, and policies of the FCC, in which case the defaulting party shall waive the defense in any such suit that the other party has an adequate remedy at law and interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy hereunder.

## **10. CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES.**

**10.1 Representations and Warranties of Time Broker.** Time Broker hereby represents and warrants to Licensee as follows:

**10.1.1 Organization.** Time Broker is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has full power and authority to conduct its business as currently conducted.

**10.1.2 Authorization; Enforceability.** This Agreement has been duly executed and delivered by Time Broker, and is valid, binding, and enforceable against Time Broker in accordance with its terms. Time Broker has full right, power, authority, and legal capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation of the transactions provided for hereby have been duly authorized by all necessary corporate action on the part of Time Broker, and no other corporate or other proceedings on the part of Time Broker are necessary to authorize the execution or delivery of this Agreement or the transactions contemplated hereby.

**10.1.3 No Consent.** No consent of any other party and no consent, license, approval, or authorization of, or exemption by, or filing, restriction, or declaration with, any governmental authority, bureau, agency, or regulatory authority, other than the filing of this Agreement with the FCC, is required in connection with the execution, delivery, or performance of this Agreement by Time Broker or will affect the validity or performance of this Agreement.

**10.1.4 No Breach.** Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in the breach of any term, condition, or provision of, or constitute a default under, or result in the creation of any lien, charge, or encumbrance upon any property or assets of Time Broker pursuant to the Articles of Incorporation or By-Laws of Time Broker, any agreement or other instrument to which Time Broker is a party or by which any part of its property is bound, or violate any law, regulation, judgment or order binding upon Time Broker.

**10.1.5 Actions and Proceedings.** There is no judgment outstanding and no litigation, claim, investigation, or proceeding pending against Time Broker or, to the knowledge of Time Broker, threatened before any court or governmental agency to restrain or prohibit, or to obtain damages, or other relief in connection with this Agreement or the



consummation of the transactions contemplated hereby or that might adversely affect Time Broker's performance under this Agreement.

**10.1.6 Qualifications.** Time Broker is qualified in accordance with the Communications Act, and the rules and policies of the FCC to enter into this Agreement and provide Programming on the Station in accordance with its terms. Between the date hereof and the termination of this Agreement, Time Broker shall not take any action that Time Broker knows, or has reason to believe, would disqualify it from providing Programming on the Station pursuant to this Agreement.

**10.2 Representations, Warranties and Covenants of Licensee.** Licensee hereby represents, warrants and covenants to Time Broker as follows:

**10.2.1 Organization; Qualification.** Licensee is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has full power and authority to conduct its business as currently conducted.

**10.2.2 Authorization; Enforceability.** This Agreement has been duly executed and delivered by Licensee, and is valid, binding, and enforceable against Licensee in accordance with its terms. Licensee has full right, power, authority, and legal capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions provided for hereby have been duly authorized by all necessary action on the part of Licensee, and no other proceedings on the part of Licensee are necessary to authorize the execution or delivery of this Agreement or the transactions contemplated hereby.

**10.2.3 No Consent.** No consent, license, approval, or authorization of, or exemption by, or filing, restriction, or declaration with, any governmental authority, bureau, agency, or regulatory authority, other than the filing of this Agreement with the FCC, is required in connection with the execution, delivery, or performance of this Agreement by Licensee or will affect the validity or enforceability of this Agreement.

**10.2.4 No Breach.** Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in the breach of any term, condition, or provision of, or constitute a default under, or result in the creation of any lien, charge, or encumbrance upon any property or assets of Licensee pursuant to the Articles of Incorporation or By-Laws of Licensee, any agreement or other instrument to which Licensee is a party or by which any part of its property is bound, or violate any law, regulation, judgment or order binding upon Licensee.

**10.2.5 Actions and Proceedings.** There is no judgment outstanding and no litigation, claim, investigation, or proceeding pending against Licensee or, to the knowledge of Licensee, threatened before any court or governmental agency to restrain or prohibit, or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

**10.2.6 Maintenance of Current Coverage.** During the term hereof, Licensee shall intentionally take no action that will have the effect of reducing the effective radiated power and coverage of the Station, except in connection with necessary maintenance on or near the transmission facilities of the Station.

**10.2.7 Compliance.** Licensee has and shall, during the term hereof, operate the Station in compliance with the permits, licenses and authorizations issued in connection with the Station and with all applicable laws, including Communications Act and the FCC's rules and policies.

## **11. MISCELLANEOUS.**

**11.1 Modification and Waiver.** No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by the party against whom the waiver is sought to be enforced, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

**11.2 No Waiver; Remedies Cumulative.** No failure or delay on the part of Licensee or Time Broker in exercising any right or power hereunder shall operate as a waiver thereof, nor 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, shall preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Time Broker herein provided are cumulative and are not exclusive of any rights or remedies which they may otherwise have.

**11.3 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the choice of law rules utilized in that jurisdiction, and the obligations of the parties hereto are subject to all federal, state, or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted.

**11.4 Construction.** The Section headings of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement. As used herein, the neuter gender shall also denote the masculine and feminine, and the masculine gender shall also denote the neuter and feminine, where the context so permits.

**11.5 Successors and Assigns.** Neither party may assign this Agreement without the prior written consent of the other, except (i) to any corporation, partnership, or other business entity that controls, is controlled by, or is under common control with the assigning party; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**11.6 Force Majeure.** Each party acknowledges and agrees that a party will not be liable for any failure to timely perform any of its obligations under this Agreement if such failure is due, in whole or in part, directly or indirectly, to accidents, fires, floods, governmental

actions, war, civil disturbances, other causes beyond such party's control or any other occurrence which would generally be considered an event of force majeure.

**11.7 Counterpart Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

**11.8 Notices.** All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally (which shall include delivery by facsimile or by Federal Express or other recognized courier service that issues a receipt or other confirmation of delivery) to the party for whom such communications is intended, or three (3) business days after the date mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, addressed as follows.

If the notice is to Time Broker:

Enrique Garza (President)  
Christian Ministries of the Valley Inc.  
P.O. Box 1290  
Weslaco, TX 78596  
956-968-3563

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

Lee G. Petro, Esquire  
Fletcher, Heald & Hildreth, PLC  
1300 North 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, VA 22209  
703-812-0486

If the notice is to Licensee:

Gilardo Castro (Vice President)  
Vision Latina Broadcasting Inc.  
3101 32<sup>nd</sup> St  
Port Arthur, TX 77642

Either party may change its address for notices by notice to such effect to the other party.

**11.9 Entire Agreement.** This Agreement (including all attachments, exhibits and schedules) embody the entire agreement between the parties with respect to the matters contained herein and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter herein.

**11.10 Severability.** Except as expressly set forth in Section 11.14, if any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect by any court or other authority, then such provision shall be deemed limited to the extent that such court or other authority deems it reasonable and enforceable, and as so limited shall

remain in full force and effect. In the event that such court or other authority shall deem any such provision wholly unenforceable, this shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

**11.11 No Joint Venture.** The parties agree that nothing herein shall constitute a joint venture between them. The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

**11.12 Damage to Station.** In the event of damage or destruction to the Station (other than damage or destruction caused by Time Broker, its employees or agents), Licensee shall proceed to repair, replace, or restore the Station to its former condition as promptly as is commercially reasonable. In the event of damage or destruction caused by Time Broker, its employees or agents, all necessary repairs, restoration or replacement shall be at the sole costs of the Time Broker, and shall be completed as promptly as is commercially reasonable.

**11.13 Noninterference.** During the term of this Agreement, neither Licensee nor any of its employees shall take any actions that might impair the operations of Time Broker conducted hereunder, except to the extent expressly contemplated by this Agreement or as otherwise required by law.

**11.14 Regulatory Changes.** In the event of any order or decree of an administrative agency or court of competent jurisdiction, including without limitation any material change or clarification in FCC rules, policies, or precedent, that would cause this Agreement to be invalid or violate any applicable law, and such order or decree has become effective and has not been stayed, the parties will use their respective best efforts and negotiate in good faith to modify this Agreement to the minimum extent necessary so as to comply with such order or decree without material economic detriment to either party, and this Agreement, as so modified, shall then continue in full force and effect. In the event that the parties are unable to agree upon a modification of this Agreement so as to cause it to comply with such order or decree without material economic detriment to either party, then this Agreement shall be terminated consistent with Section 8.3 of this Agreement.

**11.15 Publicity.** Neither Time Broker nor Licensee nor any of their respective affiliates shall issue any press release or make any public statement (oral or written) regarding the transactions contemplated by this Agreement except as required by law or regulation or as agreed to in writing in advance by Licensee and Time Broker.

**11.16 Certifications.** Licensee hereby certifies that it shall maintain ultimate control over the Station's facilities, including, specifically, control over the Station's finances, personnel and programming. Time Broker hereby certifies that this Agreement complies with Section 73.3555 (a) and (c) of the FCC's rules.

*NEXT PAGE IS SIGNATURE PAGE.*

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

LICENSEE:

**VISION LATINA BROADCASTING, INC.**

By: 

Name: Gilardo Castro

Title: Vice President

TIME BROKER:

**CHRISTIAN MINISTRIES OF THE VALLEY, INC.**

By: \_\_\_\_\_

Name: Enrique Garza

Title: Vice President

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


LICENSEE:

**VISION LATINA BROADCASTING, INC.**

By: \_\_\_\_\_  
Name: Gilardo Castro  
Title: Vice President

TIME BROKER:

**CHRISTIAN MINISTRIES OF THE VALLEY, INC.**

By:  \_\_\_\_\_  
Name: Enrique Garza  
Title: Vice President

## **SCHEDULE 1.1**

### **Programming**

Time Broker shall have the right to program up to one hundred sixty-eight (168) hours per week (the "Programming") on the Station in an entertainment format to be chosen by Time Broker, subject to Section 2 of this Agreement. The Programming shall include (a) news and weather information; (b) public service announcements (including, at Licensee's directive from time to time, a reasonable number of public service announcements of local interest); (c) an announcement in form sufficient to meet the station identification requirements of the FCC at the beginning of each hour; (d) an announcement at the beginning of each segment of Programming to indicate that program time has been purchased by Time Broker; and (e) any other announcement that may be required by applicable law or regulation (including but not limited to Emergency Alert System tests). Notwithstanding the foregoing, Licensee specifically reserves up to two (2) hours per week (the "Reserved Time") for the broadcast of programming responsive to issues of public importance identified by the Licensee. The Reserved Time shall be at a mutually agreeable time between the hours of 6:00 am and 9:00 am on Sundays. All Reserved Time not used by the Licensee shall be made available for the use of Time Broker. Time Broker shall maintain and deliver to Licensee copies of all operating and programming information including without limitation information concerning portions of the Programming that are responsive to issues of public importance identified to Time Broker by Licensee, EAS announcements, and station operating logs, necessary for Licensee to maintain its public inspection file, and all other records required to be kept by FCC rule or policy. Time Broker shall have the sole and exclusive right to sell advertising to be included in the Programming and shall be entitled to retain all the revenues derived from the sale thereof, provided, however, that Licensee shall be entitled to sell such time as it deems necessary to comply with the political advertising rules of the FCC in the event the Programming does not comply with such rules.

## **SCHEDULE 2.1**

### **Programming Policy**

Time Broker and Licensee shall cooperate with each other in the broadcasting and programming of the highest possible standard of excellence. Without limiting the generality of the foregoing, the parties will observe the following policies in the preparation, writing and production of their own (non-syndicated or network) programs:

- I. **Respectful of Faiths.** The subject of religion and references to particular faiths and tenets shall be treated with respect at all times.
- II. **Controversial Issues.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made; and Station programs (other than public forum or talk features) are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired. In the event that a statute, regulation or policy is adopted that requires the airing of responsible programming, Time Broker agrees to comply with such statute, regulation or policy and will prepare such responsible programming.
- III. **Donation Solicitation.** Requests for donations in the form of a specific amount shall not be made if there is any suggestion that such donation will result in miracles, physical cures or life-long prosperity. However, statements generally requesting donations to support a broadcast or church are permitted.
- IV. **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, or otherwise lawful, is prohibited.
- V. **No Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulations are prohibited.
- VI. **No Gambling.** References to "dream books," the "straight line," or other direct or indirect descriptions or solicitations relative to the "numbers game," or the "polity game," or any other form of gambling are prohibited.
- VII. **Election Procedures.** At least fifteen (15) days before the start of any lowest-unit-charge period for any primary or general election, Time Broker will clear with Licensee's General Manager the rates Time Broker will charge for time to be sold to candidates for public office or to any other party entitled to the lowest unit charge to make certain the rates



charged are in conformance with applicable law and station policy. Time Broker shall also clear with Licensee's General Manager its forms for disclosure of political time sales practices and rates.

- VIII. **Required Announcements.** Time Broker shall broadcast (i) an announcement in form satisfactory to Licensee at the beginning of each hour to identify the Station, (ii) an announcement at the beginning of each broadcast day or appropriate broadcast period to indicate that program time has been purchased by Time Broker and (iii) any other announcement that may be required by law, regulation or Station policy.
- IX. **Licensee Discretion Paramount.** In accordance with 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 or programming being presented over the Station which is in conflict with Station policy or which in Licensee's sole but reasonable judgment would not serve the public interest.
- X. **Programming Prohibitions.** Time Broker shall not knowingly broadcast any of the following programs or announcements:
  - A. **False Claims.** False or unwarranted claims for any product or service.
  - B. **Profanity.** Any programs or announcements that are slanderous, obscene, indecent (except during the safe harbor for indecent programming established by the FCC), profane, vulgar, repulsive or offensive, either in theme or treatment.
  - C. **Contests.** Any contests or promotions which are in any way misleading or constitute a public nuisance or are likely to lead to injury to persons or property.
  - D. **Telephone Conversations.** Any programming in violation of any statute, regulation or policy, including without limitation to, Section 73.1206 of the FCC's rules, or any successor regulation, dealing with the taping and/or broadcast of telephone conversations.

The parties may jointly waive any of the foregoing policies in specific instances if, in their opinion, good broadcasting in the public interest is served.

In any case where obvious questions of policy or interpretation arise, Time Broker will attempt in good faith to submit the same to Licensee for decision before making any commitments in connection therewith.