KCAA RADIO is a successful, independently owned "stand alone" AM-FM News-Talk Station serving the Inland Empire Region of Southern California. The station is currently broadcasting on 1050 AM, 106.5 FM and 102.3 FM. Listeners can enjoy KCAA's excellent line up of programs on all three stations. Recently, the station upgraded all broadband connections and added new audio

Recently, the station upgraded all broadband connections and added new audio delivery systems to the transmitters, specifically MP4 AAC 128k digital Comrex Access units which produce perfect FM Radio and almost FM quality audio on AM receivers. The station uses refurbished analog Optimod audio processing which produces a sound that is second to none. KCAA's AM and FM signals exhibit more "dial presence" and range than competing stations with similar and higher power. Listeners notice the richer and fuller sound of KCAA.

KCAA is the regional affiliate for NBC News, CNBC Business News and NBC Sports News. This unusual triple affiliation reflects the broad diversity and range of the station's format.

KCAA has earned the reputation as the GO-TO radio station for local programming. Our station produces and distributes more than 50 local and regional talk and music programs each week on subjects ranging from business and entertainment to liberal and conservative political talk to vegan diets, organic farming and the transition to marijuana legalization. KCAA also airs the top syndicated broadcasters of talk radio including Dave Ramsey, Del Walmsley, Don IMUS, Gary Garver, Joyce Riley, Thom Hartmann, Stephanie Miller, Joe Messina, Ray Lucia and the classic rock and roll shows produced 50 years ago by the greatest DJ of them all... "Wolfman Jack".

KCAA's daytime signal on 1050 AM reaches over five million people. The combined reach of both FM's provide listeners with three listening options. The station's Internet system has reached 190 countries. The stations massive archive of podcasts reaches back for more than a decade with over 400 shows in active status. The system receives over 300,000 hours of downloads each month. The stations primary website (www.kcaaradio.com) is doubling its reach every six months. It might be said that "THE SUN NEVER SETS ON KCAA"

1. Station Call Letters and Frequency:

KCAA 1050 AM 102.3 FM K272 FQ 106.5 FM K293 CF www.kcaaradio.com

2. Station Address and Phone:

KCAA Radio 254 Carousel Mall San Bernardino, CA 92401 (909) 885–8502 (Station) (909) 641-6297 (Sales)

3. Station Slogan:

"The Station That Leaves No Listener Behind"

4. Licensee of Station:

Broadcast Management Services, Inc. 19939 Gatling Court Katy, TX 77449

5. Station Power:

1.4 kilowatts FCC approved for 10,000 Watts





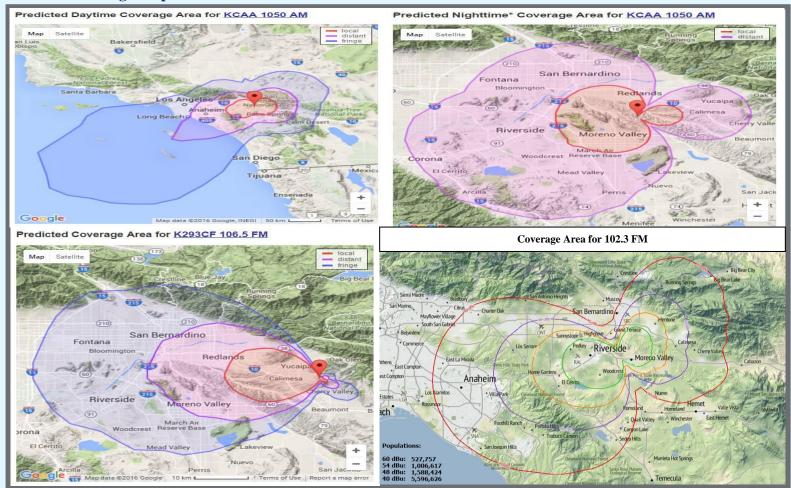


KCAA Radio 254 Carousel Mall, San Bernardino, CA 92401 Phone: (909) 885 - 8502

102.3 FM · 1050 AM · 106.5 FM 🗫 CNBC LOMA LINDA, CALIFORNIA 🥬 NBCS ports



6. Coverage Map:



7. Markets and Audience:

KCAA AM and FM is part of the Riverside/San Bernardino broadcast market in Southern California. KCAA 1050's primary broadcast signal covers about 5 million people in Riverside, San Bernardino, and Orange counties. The station also streams its signal over the internet at www.kcaaradio.com at 32K for mobile usage and 128K for desktops. KCAA's weekly cumulative audience is approximately 150,000 persons with an average quarter hour audience (AQH) of 5,265 persons. KCAA's demographics primarily reflect a listening audience of 35 years and older.

8. Block Program Availability:

KCAA has one-hour time slots available to proven talent with the resources to sustain a long-term agreement.

Rates begin at \$150.00 per week for recorded hourly programs and \$200.00 per week for live production.

KCAA has a production studio in Sherman Oaks for broadcasters in the LA area. Studio and production rates for the LA studio range from \$50.00 to \$100.00 per week in addition to the base rate charged by the station. Contact Gary Garver at (818) 439-3651

KCAA is broadcaster and advertiser friendly. At KCAA, we help you become a professional broadcaster. We guide you through the process of establishing yourself as a seasoned talk show host. As an advertiser, we help you personally deliver your message on the air. You will be invited to the station for live and call in interview segments to promote your business.

We provide blocks of airtime for \$150.00 to \$250.00 per hour depending upon day part and day of the week.



Contact KCAA, at (909) 885-8502 or (281) 599-9800 or email at Ceo@KCAARadio.com for availability.

You may also contact Mark Westwood, KCAA's Director of Operations, at (909) 885-8497 for a tour of our San Bernardino facility and contact Gary Garver, KCAA's Director of Business Development, at (818) 439-3651 for more information about the LA studio.

ADDITIONAL NOTES

KCAA Radio 254 Carousel Mall, San Bernardino, CA 92401 Phone: (909) 885 - 8502

Monthly 50 SPOT RATE MINIMUM BUY \$500.00

LENGTH	EACH	TOTAL
10 SECONDS	\$10.00	\$500
30 SECONDS	\$22.50	\$1,125
60 SECONDS	\$35.00	\$1,750

FIXED TIME LIVE READ SPOTS RATES

\$45.00 PER MINUTE one free spot for each one bought

HOURLY PROGRAM RATES

\$150 to \$250 per hour for air time (based on day part)

One Half Hour Shows

\$125.00 if available (based on day part)

Banner ads available on www.kcaaradio.com
60x460 rate is \$100 per month

Additional Services

Syndication Opportunity
WestwoodOne Satellite
\$55hr for recorded programs
\$80hr for live programs
1 yr contracts paid quarterly in advance
See...www.amfirstradio.com

KCAA Radio 254 Carousel Mall, San Bernardino, CA 92401 Phone: (909) 885 - 8502

Additional comments on hour programs.

Programmers receive the following services:

- 1. A live studio engineer
- 2. Five (5) available call in phone lines
- 3. The ability to interview people via telephone
- 4. In-studio HD USTREAM TV broadcast
- 5. Audio and Video Skype
- 6. Air on TuneIn, Talk-Stream-Live and Spreaker
- 7. Program listing on KCAA website
- 8. Streaming on the internet during the broadcast
- 9. Dedicated unlimited free podcasting and archiving
- 10. 30 second program promos for your show
- 11. Free spots for your advertisers
- 12. "Rant" Line for listeners to call so opinions to be aired later
- 13. Listen by phone service at (832) 999-1050
- 14. Stats from numerous platforms
- 15. YouTube uploads of all KCAA USTREAM video productions
- 16. All shows broadcast on terrestrial stations KCAA 1050 AM 106.5 FM and 102.3 FM
- 17. Customized landing page with links to your web site and social media and sponsor
- 18. Broadcast on KCAA 1050 AM, 102.3 FM and 106.5 FM
- 19. Customized landing page with links to all your websites and social media sites
- 20. Spreaker site with RSS and podcast feed for possible inclusion in iHeart Radio

Full Hour Program Availability:

KCAA has one-hour time slots available for proven talent with the resources to sustain a minimum 26 week agreement. The billing schedule for (26) weeks is monthly in advance. There is a 10% discount for contracts paid in full upon signing.

Markets and Audience:

KCAA is part of the Riverside/San Bernardino radio market in Southern California. KCAA's primary broadcast signal covers 5 million people in Riverside, San Bernardino, and Orange counties. The station also streams its signal at www.kcaaradio.com. KCAA's estimated weekly cumulative audience totals approximately 150,000 persons with an average drive time quarter hour audience (AQH) of 5,265 persons.

KCAA's demographics primarily reflect a listening audience of 35 years and older.





CLIENT'S NAME:

KCAA Programmer Agreement BROADCAST MANAGEMENT SERVICES INC.

254 Carousel Mall, San Bernardino, CA 92401 Phone: (909) 885 - 8502 · Fax: (909) 888 - 5220

102:3 FM · 1050 AM · 106.5 FM
RADIO

Start Date _	End D) ate = SHOW)				R	ADIO
Special Instr	uctions	New Agre	ement _	Renewal	R	evision	
Wook of	Sunday	Monday	BROADC	AST SCHEDULE	Thursday	Friday	Saturday

- 1. A live studio engineer
- 2. Three (3) available call in phone lines
- 3. The ability to interview people via telephone
- 4. HD USTREAM live video cast on www.kcaaradio.com
- 5. Upload of video podcast to Facebook
- 6. Audio and Video Skype provides remote production
- 7. Re-Broadcasting on TuneIn and Talk-Stream-Live
- 8. Program listing on KCAA website
- 9. 32K (mobile) & 128K (broadband) live internet streaming
- 10. Free 32K & 128K podcasting and archiving all programs

- 11. Permanent inclusion is master active podcast archive
- 12. 30 second program promos for your show
- 13. Free spots for your advertisers
- 14. "Rant" Line for listeners to call in and voice their opinions to be aired later
- 15. Listen by phone service at (701) 801-4444
- 16. Stats from numerous platforms
- 17. YouTube uploads of all KCAA USTREAM video productions
- 18. Broadcast on KCAA 1050 AM, 102.3 FM and 106.5 FM
- 19. Customized landing page with links to your website and social media.
- 20. Spreaker site with RSS and podcast feed for possible inclusion by iHeart

Broadcast Management Services, Inc. reserves right to rearrange broadcast time in case of scheduling conflicts, power or equipment failure beyond Broadcast Management Services, Inc.'s control, or national, regional or local emergency. CLIENT agrees that contract runs _____ weeks and unless other definitive financial arrangements are made prior to air date, Broadcast Management Services, Inc. may cancel the contract for non-payment. Contracts automatically renew for a term of equal length if not cancelled by either party, in writing, two weeks before the end of the contract term. Any spots associated with this agreement must be aired during contract term. No bankable commercials. CLIENT must provide script and approve production spot or recorded spot, prior to start date.

Page #2 must accompany this page (#1) for contract to be valid. Page #1 must be signed & page #2 must be initialed. BMS makes no representation or promises of success or failure of any program on KCAA. CLIENT acknowledges and understands that BMS/KCAA has a zero tolerance for any over-the-air conduct or utterances that violate FCC rules. Therefore, any conduct or over-the-air utterance which exposes BMS/KCAA to potential FCC fines and forfeitures will be grounds for immediate contract termination. All contests must be approved by BMS management. Contests cannot include payment for chance to win; no lotteries or raffles. No transfer of program time, or host duties to another party without prior BMS approval.

Furthermore, we make no guarantees or representations regarding sales made by programmer or advertiser with regard to this agreement. Broadcast Management Services, Inc. makes no guarantees of success regarding the promotion of the program through third parties, such as newspapers, billboards, etc. Signing this agreement supersedes any other agreement with BMS.

Weekly payments must be made automatically with a credit or debit card. If no prior arrangement is made, and no program payment is received one week after the due date, contract will be considered past due and may be subject to cancellation at the discretion of BMS. Each past due invoice will be assessed a \$10 per day late charge that will accrue until the account is brought current.

Authorized By Client, Date	Authorized By KCAA Rep. Date
Signature	Signature
Print Name	Print Name
Email	Email
Address City, State & Zip	Notes
Phone	Phone
Phone	Phone



KCAA Programmer Agreement BROADCAST MANAGEMENT SERVICES INC.

254 Carousel Mall, San Bernardino, CA 92401 Phone: (909) 885 - 8502 · Fax: (909) 888 - 5220



CLIENT'S NAME:

1. PAYMENT AND BILLING

- a) Broadcast Management Services, Inc. will bill CLIENT based on contract terms. If the contract includes a payment schedule, invoices may not be issued and CLIENT agrees to payment terms. Each due date will be treated as a separate invoice for the purpose of calculating late fees.
- b) Payment by CLIENT is due upon receipt of invoice and/or affidavit of performance.
- c) Invoices shall be based on total spots played and/or extra contract options.

2. TERMINATION

- a) All broadcasts must meet community standards of decency and comply with all FCC rules. Immediate termination will result from any utterance that is defined under FCC rules as patently offensive, obscene or profane or if program content is considered by BMS to contain excessive superfluous communication.
- b) CLIENT reserves the right to terminate this contract at any time. Upon said cancelation, all remaining CLIENT payments required under the full term of this contract are immediately due and payable.

3. FAILURE TO BROADCAST

In circumstances of force majeure, such as public emergency, restrictions imposed by law, acts of God, labor disputes or any other cause, including mechanical or electronic breakdowns beyond the control of Broadcast Management Services, Inc., where there is an interruption or omission of any commercial announcement or program broadcast contracted to be broadcast, then Broadcast Management Services, Inc. will air the interrupted or omitted program at the best time available not under contract.

4. EFFECTS OF BREACH

- a) Broadcast Management Services, Inc. reserves the right to cancel this contract if CLIENT account becomes past due or due to other material breach of this contract. Upon cancellation, all charges for broadcasts completed under the terms of this contract and not paid, shall become immediately due and subject to late fees.
- b) Should any action be commenced by Broadcast Management Services, Inc. in connection with any breach of contract by CLIENT, then Broadcast Management Services, Inc. shall be entitled to reasonable expenses and/or attorneys fees incurred in such action.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

Broadcast Management Services, Inc. shall have the right to cancel and broadcast or portion thereof covered by this contract, in order to broadcast any program which, in its absolute discretion, it deems to be of public significance.

6. PROGRAM AND COMMERCIAL MATERIAL

Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by Broadcast Management Services, Inc. Production expenses that arise due to the delivery of commercial content aired at the behest of CLIENT may be invoiced to CLIENT at the discretion of Broadcast Management Services, Inc.

7. BROADCAST LIABILITIES

- a) Broadcast Management Services, Inc. agrees to hold and save CLIENT and advertiser harmless against all liability resulting from the broadcast of (1) program material except program material furnished by CLIENT and (2) musical compositions licensed for broadcasting by a music licensing organization of which Broadcast Management Services, Inc. is a licensee.
- b) CLIENT agrees to hold and save Broadcast Management Services, Inc., harmless against all liability resulting from the broadcast of commercial material or program material furnished by CLIENT except musical compositions licensed as stated above.

8. GENERAL

- a) Broadcast Management Services, Inc. shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to programmer commercial material and other property furnished by CLIENT in connection with broadcasts hereunder. Broadcast Management Services, Inc. will not accept or process mail, correspondence, or telephone calls in connection with broadcasts, except after prior approval.
- b) This contract, including the rights under it, may not be assigned or transferred, without first obtaining the consent of Broadcast Management Services, Inc., in writing. Broadcast Management Services, Inc. shall not be required to broadcast hereunder for the benefit of any advertiser or programmer other than CLIENT.
- c) Broadcast Management Services, Inc. obligations hereunder are subject to the terms and conditions of licenses held by it and applicable federal, state and local laws and regulations.
- d) This contract contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modifications of any of its items and provisions shall be effective unless made in writing and signed by both parties.
- e) Broadcast Management Services, Inc. reserves the right to forbear or waive enforcement actions granted to it under this contract at its discretion. This includes, but is not limited to, discharge of debts owed to Broadcast Management Services, Inc.



BROADCAST MANAGEMENT SERVICES INC. KCAA RADIO AGREEMENT

254 Carousel Mall, San Bernardino, CA 92401 Phone: (909) 885 - 8502 Fax: (909) 888 - 5220



CLIENT'S NA	AME:					R	ADIO
TYPE OF BR	OADCAST: (60_) (30) (News)	(Remote		,	Copo Lindo.
Start Date _	End Date						
Agreement 1	Total \$						
Special Instr	uctions						
New	Agreement	_	Renewal	_	Revision		
			BROADCAS'	T SCHEDULE			
Week of	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
BMS, Inc. may oprovide script a Page #2 must an representation of zero tolerance for BMS/KCAA to pure Furthermore, wo The station maketc. Signing this Weekly payment	ract for non-paymer cancel the contract for non-paymer cancel the contract found approve product approve promises of successor any over-the-air contential FCC fines are make no guarantees as agreement supersets must be made auche after due date, contract for non-paymer for non-paymer for approve for non-paymer for non-p	or non-payment. ion spot or record (#1) for contract ess or failure of a conduct or utteran nd forfeitures will es or represental egarding the succedes any other ag utomatically with	All spots must be ded spot, prior to st to be valid. Page #1 ny program on KCA be grounds for cortions regarding sale cess of program preement with BMS a credit or debit car	aired during contract date. I must be signed & AA-AM. Clients ac C rules. Therefore, ntract termination. s made by progra romotions, or throw. This agreement red. If no prior arrarr	act term. No bank appear page #2 must be knowledges and u any conduct or o mmer or advertise ugh third parties, nay not be cancell	e initialed. BMS nunderstands that ver-the-air utteraler with regard to such as newspaped by client.	Is. Client must makes no BMS/KCAA has a nce which exposes this agreement. ers, billboards,
Authorized B	y Advertiser, Da	te		Authorized I	By KCAA Rep.	Date	
Signature				Signature			
Print Name				Print Name			
Email				Email			_
Company				Notes			
Address: City, State & 2	Zip						
Phone				Phone			



-Page 2 Spot Buys-

BROADCAST MANAGEMENT SERVICES INC. KCAA RADIO 1050 - AM AGREEMENT

254 Carousel Mall, San Bernardino, CA 92401 Phone: (909) 885 - 8502 Fax: (909) 888 - 5220



CLIENT'S NAME:_____

1. PAYMENT AND BILLING

- a) Broadcast Management Services, Inc. will invoice CLIENT based on contract terms.
- b) Payment by CLIENT is due upon receipt of invoice and/or affidavit of performance.
- $c) \quad \text{Invoices shall be based on total spots played and/or extra contract options.} \\$
- d) Any failure to broadcast shall be credited to the client ONLY, if individual spots were missed that can't be aired during the term of this agreement.
- e) Should any action be commenced by either party hereto in connection with any breach of this agreement by the other party, then the prevailing party shall be entitled to reasonable attorneys fees incurred in such action from the other party.

2. TERMINATION

- a) If CLIENT cancels contract, Broadcast Management Services, Inc. will immediately invoice the client for the total number of spots that would have been aired during the full term of this agreement. If STATION cancels contract, CLIENT shall have a credit due of the amount remaining on the original contract.
- b) All broadcasts must meet community standards of decency and comply with all FCC rules. Immediate termination without refund will result from any utterance that is defined under FCC rules as patently offensive, obscene or profane.

3. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes or any other cause, including mechanical or electronic breakdowns beyond the control of Broadcast Management Services, Inc., and there is an interruption or omission of any commercial announcement or program broadcast contracted to be broadcast hereunder, then Broadcast Management Services, Inc. will substitute a time period for the broadcast of the interrupted or omitted program. If no substitute time period is acceptable to CLIENT, Broadcast Management Services, Inc. shall allow CLIENT a Pro-rata reduction in the time or program charges based on credit of individual broadcast for the next contract period.

4. EFFECTS OF BREACH

- a) Broadcast Management Services, Inc. reserves the right to cancel this contract upon default by CLIENT in the payment of bills or other material breach of the terms thereof. Upon cancellation, all charges for broadcasts completed hereunder and not paid, shall become immediately due and payable.
- b) In the event of a material breach by Broadcast Management Services, Inc. in performing this contract, CLIENT reserves the right to cancel this contract at any time.
- 5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE STATION shall have the right to cancel any broadcast or portion thereof covered by this contract, in order to broadcast any program which, in its absolute discretion, it deems to be of public significance. In any such case, Broadcast Management Services, Inc. will notify CLIENT in advance.

6. PROGRAM AND COMMERCIAL MATERIAL

Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by STATION and all commercial announcement material shall be furnished by CLIENT. All expenses connected with the delivery of commercial announcements to Broadcast Management Services, Inc., and with return there from, if return is directed, shall be paid by CLIENT.

7. BROADCAST LIABILITIES

Broadcast Management Services, Inc. agrees to hold and save CLIENT and advertiser harmless against all liability resulting from the broadcast of (1) program material except program material furnished by CLIENT and (2) musical compositions licensed for broadcasting by a music licensing organization of which the STATION is a licensee. Client agrees to hold and save Broadcast Management Services, Inc., harmless against all liability resulting from the broadcast of commercial material or program material furnished by CLIENT

commercial material or program material furnished by CLIENT except musical compositions licensed as stated above.

8. GENERAL

- a) STATION shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to programmer commercial material and other property furnished by CLIENT in connection with broadcasts hereunder. Broadcast Management Services, Inc. will not accept or process mail, correspondence, or telephone calls in connection with broadcasts, except after prior approval.
- b) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of Broadcast Management Services, Inc., in writing, nor may Broadcast Management Services, Inc. be required to broadcast hereunder for the benefit of any advertiser other than the ones built-in to the pre-recorded format, in the time constraints listed. Failure of Broadcast Management Services, Inc. or CLIENT to enforce any of the provisions herein shall be construed as a general relinquishment or waiver as to that, or any other provisions.
- c) Broadcast Management Services, Inc. has obligations hereunder which are subject to the terms and conditions of licenses held under applicable federal, state and local laws and regulations.
- d) This contract contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modifications of any provisions shall be effective unless made in writing and signed by both parties.

CLIENT'S	INITIALS_	



Authorization for Credit Card Use



PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN

All information will remain confidential

Name on card:		
Billing Address:		
Email:		
Phone:		
Credit Card Type:	Visa Master Card Disco	ver AmEx
Credit Card Number		
Expiration Date:		
Card Identification Nur	mber: (last three digits on the	back of the credit card)
Amount to Charge:	\$ (USD)	
	Media Services to charge the amo urchase in accordance with the iss	unt listed above to the credit card provided herein. I uing bank cardholder agreement.
	Cardholder – Ple	ase sign and Date
Signature:		
Date:		
Print Name:		