

FOR
FCC
USE
ONLY

FCC 302-AM
APPLICATION FOR AM
BROADCAST STATION LICENSE

(Please read instructions before filling out form.)

FOR COMMISSION USE ONLY

FILE NO.

SECTION I - APPLICANT FEE INFORMATION

1. PAYOR NAME (Last, First, Middle Initial)

Intelli LLC

MAILING ADDRESS (Line 1) (Maximum 35 characters)

1932 Senter Rd.

MAILING ADDRESS (Line 2) (Maximum 35 characters)

CITY **San Jose**

STATE OR COUNTRY (if foreign address)
CA

ZIP CODE
95112

TELEPHONE NUMBER (include area code)
408-372-0991

CALL LETTERS
KAZA

OTHER FCC IDENTIFIER (If applicable)
54572

2. A. Is a fee submitted with this application?

Yes No

B. If No, indicate reason for fee exemption (see 47 C.F.R. Section

Governmental Entity Noncommercial educational licensee Other (Please explain):

C. If Yes, provide the following information:

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in the "Mass Media Services Fee Filing Guide." Column (B) lists the Fee Multiple applicable for this application. Enter fee amount due in Column (C).

(A)	(B)	(C)	
FEE TYPE CODE	FEE MULTIPLE	FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY
MMR	0 0 0 1	\$ 725.00	

To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)	(B)	(C)	
	0 0 0 1	\$	FOR FCC USE ONLY

ADD ALL AMOUNTS SHOWN IN COLUMN C, AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.

TOTAL AMOUNT REMITTED WITH THIS APPLICATION	FOR FCC USE ONLY
\$ 725.00	

SECTION II - APPLICANT INFORMATION		
1. NAME OF APPLICANT Intelli LLC		
MAILING ADDRESS 1982 Senter Rd.		
CITY San Jose	STATE CA	ZIP CODE 95112

2. This application is for:

- Commercial Noncommercial
 AM Directional AM Non-Directional

Call letters KAZA	Community of License Gilroy, CA	Construction Permit File No. BP-20191015	Modification of Construction Permit File No(s).	Expiration Date of Last Construction Permit 12/19/2022
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3. Is the station now operating pursuant to automatic program test authority in accordance with 47 C.F.R. Section 73.1620?

Yes No

If No, explain in an Exhibit.

Exhibit No.
request re

4. Have all the terms, conditions, and obligations set forth in the above described construction permit been fully met?

Yes No

If No, state exceptions in an Exhibit.

Exhibit No.

5. Apart from the changes already reported, has any cause or circumstance arisen since the grant of the underlying construction permit which would result in any statement or representation contained in the construction permit application to be now incorrect?

Yes No

If Yes, explain in an Exhibit.

Exhibit No.
N/A

6. Has the permittee filed its Ownership Report (FCC Form 323) or ownership certification in accordance with 47 C.F.R. Section 73.3615(b)?

Yes No

If No, explain in an Exhibit.

Does not apply

Exhibit No.
N/A

7. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to the application in a civil or criminal proceeding, brought under the provisions of any law relating to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

Yes No

If the answer is Yes, attach as an Exhibit a full disclosure of the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), and the disposition of the litigation. Where the requisite information has been earlier disclosed in connection with another application or as required by 47 U.S.C. Section 1.65(c), the applicant need only provide: (i) an identification of that previous submission by reference to the file number in the case of an application, the call letters of the station regarding which the application or Section 1.65 information was filed, and the date of filing; and (ii) the disposition of the previously reported matter.

Exhibit No.
N/A

8. Does the applicant, or any party to the application, have a petition on file to migrate to the expanded band (1605-1705 kHz) or a permit or license either in the existing band or expanded band that is held in combination (pursuant to the 5 year holding period allowed) with the AM facility proposed to be modified herein?

Yes No

If Yes, provide particulars as an Exhibit.

Exhibit No.
N/A

The APPLICANT hereby waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because use of the same, whether by license or otherwise, and requests and authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).


The APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations and that all the exhibits are a material part hereof and are incorporated herein as set out in full in

CERTIFICATION

1. By checking Yes, the applicant certifies, that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

Yes No

2. I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name Intelli LLC	Signature 	
Title Managing Member	Date 2/22/2021	Telephone Number 408-838-4075

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use the information provided in this form to determine whether grant of the application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Your response is required to obtain the requested authorization.

Public reporting burden for this collection of information is estimated to average 639 hours and 53 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, can be sent to the Federal Communications Commission, Records Management Branch, Paperwork Reduction Project (3060-0627), Washington, D. C. 20554. Do NOT send completed forms to this address.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3), AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

SECTION III - LICENSE APPLICATION ENGINEERING DATA

Name of Applicant

PURPOSE OF AUTHORIZATION APPLIED FOR: (check one)

Station License

Direct Measurement of Power

1. Facilities authorized in construction permit					
Call Sign	File No. of Construction Permit (if applicable)	Frequency (kHz)	Hours of Operation	Power in kilowatts	
				Night	Day

2. Station location	
State	City or Town

3. Transmitter location			
State	County	City or Town	Street address (or other identification) <small>Miller's Canal and Frazier Road</small>

4. Main studio location			
State	County	City or Town	Street address (or other identification)

5. Remote control point location (specify only if authorized directional antenna)			
State	County	City or Town	Street address (or other identification)

6. Has type-approved stereo generating equipment been installed? Yes No

7. Does the sampling system meet the requirements of 47 C.F.R. Section 73.68? Yes No

Not Applicable

Attach as an Exhibit a detailed description of the sampling system as installed.

Exhibit No.

8. Operating constants:	
RF common point or antenna current (in amperes) without modulation for night system	RF common point or antenna current (in amperes) without modulation for day system
Measured antenna or common point resistance (in ohms) at operating frequency Night Day	Measured antenna or common point reactance (in ohms) at operating frequency Night Day

Antenna indications for directional operation						
Towers	Antenna monitor Phase reading(s) in degrees		Antenna monitor sample current ratio(s)		Antenna base currents	
	Night	Day	Night	Day	Night	Day

Manufacturer and type of antenna monitor:

SECTION III - Page 2

9. Description of antenna system ((f directional antenna is used, the information requested below should be given for each element of the array. Use separate sheets if necessary.)

Type Radiator	Overall height in meters of radiator above base insulator, or above base, if grounded.	Overall height in meters above ground (without obstruction lighting)	Overall height in meters above ground (include obstruction lighting)	If antenna is either top loaded or sectionalized, describe fully in an Exhibit. <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">Exhibit No.</div>
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Excitation Series Shunt

Geographic coordinates to nearest second. For directional antenna give coordinates of center of array. For single vertical radiator give tower location.

North Latitude	°	'	"	West Longitude	°	'	"
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If not fully described above, attach as an Exhibit further details and dimensions including any other antenna mounted on tower and associated isolation circuits.

Exhibit No.

Also, if necessary for a complete description, attach as an Exhibit a sketch of the details and dimensions of ground system.

Exhibit No.

10. In what respect, if any, does the apparatus constructed differ from that described in the application for construction permit or in the permit?

11. Give reasons for the change in antenna or common point resistance.

I certify that I represent the applicant in the capacity indicated below and that I have examined the foregoing statement of technical information and that it is true to the best of my knowledge and belief.

Name (Please Print or Type)	Signature (check appropriate box below) B. Dawson
Address (include ZIP Code)	Date
	Telephone No. (Include Area Code)

Technical Director

Registered Professional Engineer

Chief Operator

Technical Consultant

Other (specify)

THOMAS M. ECKELS, PE
STEPHEN S. LOCKWOOD, PE
DAVID J. PINION, PE
ERIK C. SWANSON, PE

THOMAS S. GORTON, PE

JAMES B. HATFIELD, PE
BENJAMIN F. DAWSON III, PE
CONSULTANTS

HATFIELD & DAWSON
CONSULTING ELECTRICAL ENGINEERS
9500 GREENWOOD AVE. N.
SEATTLE, WASHINGTON 98103

TELEPHONE (206) 783-9151
FACSIMILE (206) 789-9834
E-MAIL hatdaw@hatdaw.com

MAURY L. HATFIELD, PE
(1942-2009)
PAUL W. LEONARD, PE
(1925-2011)

ENGINEERING REPORT

Application for License

KAZA, Gilroy, CA
1.5 kW D, 0.019 kW N, non-DA
BP-20191015AAM

Intelli, LLC

February 16, 2021

This Engineering Statement supports an application for license for the facilities authorized in BP-20191015AAM. The construction permit contains 5 conditions, and the responses to those conditions are:

1. The antenna tower at the site employed by KAZA and KZSJ is fenced at a distance no less than 5.5 meters from the tower. The antenna is 91 degrees tall at 1290 kHz and 80 degrees tall at 1120 kHz. The total power employed by the two facilities is 6.5 kW. Interpolation from tables 1 and 2 of OET Bulletin 65 Supplement A shows that the predicted distance for compliance with the FCC Limit is well under 5 meters.

2. The transmitter employed by KAZA complies with the type acceptance requirement.

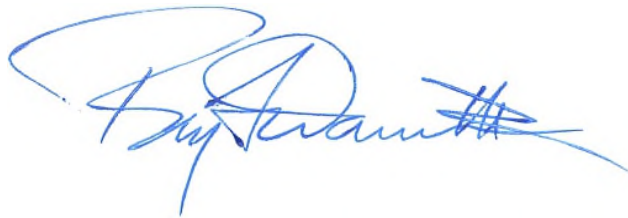
3. This report and associated FCC Form 302-AM comply with this condition.

4. There is no population within the 1 V/m contour of KAZA, as was shown in the application for construction permit.

5. At the time of implementation of the operation of KAZA for Special Temporary Authority the spurious emission measurements were provided as a condition of the STA, and were found to be well within the limitations of §73.44 of the rules. These measurements were repeated at a distance of approximately 1 km from the site on February 11, 2021. They show that although the second and third harmonic of each station was detectable, they were well within the noise floor and not measurable, and thus well below -80 dB. The intermodulation products (nX-mY) were not observable, and therefore also well below -80 dB. These measurements were made under my direction by David Williams using a Potomac Instruments FIM-41. Mr. William's extensive qualifications are a matter of record with the Commission.

The antenna impedance of KZSJ was unchanged by the installation of the equipment for diplexing KAZA and so therefore it is believed that no new FCC form 302 for direct power measurement for KZSJ is appropriate or should be required.

February 16, 2021

A handwritten signature in blue ink, appearing to read "Benj. F. Dawson III". The signature is stylized with large, overlapping loops and a long, sweeping tail that ends in a sharp hook.

Benj. F. Dawson III, P.E.

KAZA DIPLEXING AGREEMENT

THIS DIPLEXING AGREEMENT ("Agreement") is made and entered into as of the 23rd day of September, 2014, by and between BUSTOS MEDIA HOLDINGS, LLC, a California company ("Lessor") and RADIO FIESTA CORP., a California corporation, Licensee of KAZA 1290 AM ("Tenant").

RECITALS

A. Lessor has a long term lease ("Master Lease") at the radio transmitter site at Soap Lake Ranch, located on Frazier Lake Road, Hollister, California (the "Property"). The transmitter site is used by Lessor for the broadcasting of radio station KZSJ 1120 AM, Facility No. 30906.

B. Tenant desires to obtain non-exclusive rights to utilize a portion of the Lessor's building and Tower to diplex Station KAZA, Facility No. 54572, in order to continue broadcasting on 1290 kHz.

AGREEMENT

IN CONSIDERATION of the mutual covenants, promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Leased Premises. Subject to Lessor's rights of possession and occupancy under the Master Lease, Lessor grants Tenant a permit to place broadcast equipment in its building and on the antenna tower ("Leased Premises") for the purpose of diplexing KAZA (the "Permit"). The Permit will give Tenant also the non-exclusive right for ingress and egress to the Property seven days a week, twenty-four hours a day exclusively for the purpose of servicing and maintaining the KAZA transmitter facility and the diplexing equipment.
2. Term. The term of this Agreement shall be three (3) years (the "Permit Term"), and shall commence on the 15th day of October, 2014, and terminate on the 14th day of October, 2017. As long as Tenant is not in default of this Agreement, Tenant shall have the right to extend this Agreement for two (2) additional two-year terms ("Renewal Term") by giving Lessor written notice of its intention to do so at least sixty (60) days prior to the end of the then-current term. Each Renewal Term shall be on the same terms and conditions as set forth herein. However, starting on October 15, 2017, and on every subsequent anniversary the Rent shall be increased by three percent (3%) of the Rent paid over the preceding year.
3. Rent. In consideration for issuance of the Permit, and the other agreements contained herein, Tenant shall pay Lessor Five Thousand Dollars (**\$5,000.00**) per month ("Rent").

Rent shall be payable monthly in advance by the 15th day of each month. Upon execution of this Agreement and before commencement of any work, or equipment installation at the site, Tenant shall pay Lessor the amount of Ten Thousand Dollars (\$10,000.00) covering the first and last month's rent for the first year. The Rent and any utility reimbursements shall be payable to the following address:

BUSTOS MEDIA HOLDINGS, LLC
Amador S. Bustos
19215 SE 34th Street
Suite #106-312
Camas, WA 98607

4. Insurance. During the term of this Agreement, Tenant shall, at its sole expense, secure and maintain an insurance policy against any and all liability imposed by law arising from Tenant's operations on the Leased Premises including, without limitation, the following:

A. Workers Compensation (Statutory amount) and Employer's Liability (\$1,000,000), if applicable.

B. Commercial General Liability insurance of \$1,000,000 combined single limit Bodily Injury and Property Damage each occurrence. .

C. The policies specified in B above shall include an endorsement that shall name the Lessor as an additional insured on a primary basis for the duration of the lease term. The additional insured status gives the Lessor rights of indemnity under the policies that are independent of the contractual requirement to indemnify.

D. The policies specified in A and B above shall include an endorsement that provides Lessor be given a thirty (30)-day written notice prior to cancellation or material change to the policy. All liability coverages must be on an "occurrence" basis as opposed to "claims made". All insurance shall be in a form sufficient to protect Tenant and Lessor against the claims of third persons, and to cover claims by Lessor against Tenant for which Tenant has assumed liability under this Permit.

F. Prior to commencement of its operations on the Leased Premises, Tenant shall furnish Lessor a certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company, in a form acceptable to Lessor and containing a representation that coverage of the types listed above is provided with the required limits. Lessor reserves the right to require a certified copy of the policy or policies, or to examine the actual policy or policies. Such certificates shall be sent to Lessor at the address provided herein.

5. Mutual Subrogation Waiver. Lessor, to the extent permitted by any fire or other insurance policy covering the Leased Premises, hereby waives that portion of any claim

against Tenant for damages to the Property, arising by reason of fire or other peril insured against under such policy or policies. Tenant, to the extent permitted by any fire or other insurance policy covering Tenant's personal property in the Leased Premises, waives any claim against Lessor for that portion of any damage arising by reason of fire or other peril insured against under such policy or policies.

6. Hazardous Materials. Tenant shall defend, indemnify and hold Lessor harmless from and against any and all loss, liability, damage, injury, cost, expense, and claim of any kind whatsoever paid, incurred or suffered by, or asserted against Lessor for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, release or threatened release from the Leased Premises of any Hazardous Material arising out of, in connection with or in any manner related to the use or occupancy of the Leased Premises by Tenant, or from the presence of any Hazardous Materials in, on or about the Leased Premises during Tenant's occupancy of the Leased Premises, including without limiting the generality of the foregoing, any loss, liability, damage, injury, cost, expense, or claim asserted or arising under any Environmental Law.

7. Condition of the Leased Premises; Improvements. Tenant and its technical representatives have inspected or has had the opportunity to inspect the Leased Premises and hereby accepts the Leased Premises in its present condition "AS IS" and as suitable for all purposes of this Agreement. Lessor shall have no duty or responsibility to construct any improvements or make any repairs or changes except as Lessor shall deem necessary or as shall be required by any governmental authority. It is understood that no guarantees, express or implied, representations, promises or statements have been made by Lessor unless set forth herein. Except in connection with the diplexing of KAZA as contemplated by this Agreement, Tenant shall not, without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed, make any alterations, additions, repairs, or improvements to the Leased Premises. In the event Tenant desires to make any alterations, additions, repairs, or improvements, Tenant shall first submit to Lessor plans, specifications, list of contractors and obtain written approval from Lessor, which consent shall not be unreasonably withheld or delayed, prior to commencing any such work. Tenant shall pay for any and all such approved alterations, additions, improvements, and repairs without reimbursement from Lessor. All such improvements, whether temporary or permanent shall, at the expiration or earlier termination of this Agreement, remain the property of Lessor. However, if requested by Lessor, Tenant must remove the improvements within thirty (30) days after termination or expiration of this Agreement.

Tenant shall defend, indemnify and hold Lessor harmless from and against any and all expense, loss, cost, liability or damage incurred by Lessor as a result of such work and Tenant shall, if requested by Lessor, furnish a bond or other security satisfactory to Lessor. The indemnification contained in Paragraphs 7 and 8 shall survive the expiration or earlier termination of this Agreement.

8. Mechanic's, Materialmen's and Other Liens. Tenant shall not permit any mechanic's, materialmen's or other liens for work, labor, services, or materials ordered by Tenant to attach to the Leased Premises. At least five (5) business days prior to the commencement of any work Tenant shall notify Lessor of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. During any such work on the Leased Premises, Lessor or its representatives shall have the right to go upon and inspect the Leased Premises at all reasonable times, and shall have the right to post notices or to take any further action which Lessor may deem to be proper for the protection of Lessor's interest in the Leased Premises. Tenant shall furnish Lessor written proof of completion of and payment for any such work within ten (10) business days after such completion.

9. Removal of Personal Property. All of Tenant's personal property located in or on the Leased Premises shall remain the property of Tenant and may be removed by Tenant at any time during the Lease Term provided there is no breach or default by Tenant hereunder and further provided that Tenant repairs any and all damage to the Leased Premises at its sole expense occasioned by the removal of such personal property. If Tenant fails to remove said items within 60 days of demand by Landlord following the end of the Lease Term, Hold-Over Tenancy, or upon earlier termination then, at the sole option of Lessor, said items shall become and remain the property of Lessor free and clear of all claims by Tenant. Notwithstanding the foregoing, Lessor shall have the right to require Tenant to remove such personal property at Tenant's sole cost and expense and to repair any damage to the Leased Premises occasioned by such removal and upon Tenant's failure to remove such personal property, Lessor may remove the same and the cost of such removal shall be paid by Tenant immediately upon demand from Lessor.

10. Inspection of Leased Premises by Lessor. Lessor or Lessor's representative shall have the right at all times during the Lease Term to enter upon any part of the Leased Premises for the purpose of determining whether the conditions and covenants contained in this Agreement are being kept and performed.

11. Lessor's Representations and Covenants. Lessor represents and covenants that Lessor that this Agreement does not conflict with the terms of the Master Lease or any other agreement of Lessor and that Lessor has full legal right to make this Agreement and to grant Tenant the Permit and the other rights granted to Tenant hereunder, and that Tenant shall have, subject to Lessor's concomitant rights of occupancy of the Leased Premises under the Master Lease, quiet and peaceable use and enjoyment of the Leased Premises.

12. Utilities. Tenant shall pay its prorated share of any charges related to its use of the Leased Premises including, without limitation, electricity and telephone service. It is acknowledged and accepted by Tenant that there is only one electrical meter to be used by both Lessor and Tenant, therefore, Tenant agrees to reimburse Lessor for fifty percent (50%) of the monthly electrical bill.

13. Assignment and Sublease. Lessor and Tenant agree that Tenant shall be permitted to assign all of its rights and obligations under this Agreement to any assignee of substantially all of the assets of Station KAZA. Lessor agrees that upon such assignment, Tenant shall have no further liabilities, obligations, or duties under this Agreement. Tenant agrees that it shall not otherwise assign this Agreement without Lessor's prior written consent, which consent by Lessor shall not be unreasonably withheld. Lessor's consent to one or more assignments shall not operate as a waiver of Lessor's rights as to any subsequent assignments.

14. Hold-Over Tenancy. If Tenant holds over or remains in possession or occupancy of the Leased Premises after the expiration of the term of this Agreement or after any sooner termination thereof without the written lease of the Leased Premises being actually made and entered into between Lessor and Tenant, such holding over or continued possession or occupancy shall not be deemed or held to operate as any renewal or extension of this Agreement and shall, if rent is paid by Tenant, at a stipulated rate of one hundred and twenty five percent (125%) of the last month of the leased period and accepted by Lessor for or during any period of time it so holds over or remains in possession or occupancy, only create a tenancy from month to month at the 125% Rental Rate and pursuant to all other applicable terms hereinbefore specified, which may at any time be terminated by either Lessor or Tenant giving to the other thirty (30) days' notice of such intention to terminate the same.

15. Default; Remedies.

(a) Tenant's Defaults. Time is of the essence with regard to Tenant's obligations under this Agreement. Subject to the assignment provisions set forth in section 13, the occurrence of any of the following events, acts or circumstances shall be and constitute a default under this Agreement:

(i) Failure by Tenant to pay in full any rent or reimbursement payable under this Agreement as and when due, and the continuance of such failure for fifteen (15) calendar days after Lessor has given Tenant written notice of such failure;

(ii) Failure by Tenant to observe, perform or comply with any of the terms, covenants, agreements, or conditions contained in this Agreement to be observed, performed, or complied with by Tenant other than the failure to pay rent or additional rent as described in (i) immediately above, and the continuance of such failure for twenty (20) calendar days after Lessor has given Tenant written notice of such failure or, when the cure reasonably requires more than twenty (20) calendar days, the failure of Tenant to commence to cure such failure within such period of twenty (20) calendar days and to thereafter diligently and continuously prosecute such cure to completion;

(iii) The making by Tenant of a general assignment for the benefit of Tenant's creditors; or the filing by Tenant of a voluntary petition in bankruptcy; or the adjudication of Tenant as a bankrupt or insolvent; or the filing by Tenant of any petition or answer seeking,

consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief, under any present or future law, or the filing by Tenant of an answer admitting or failing to deny the material allegations of a petition against Tenant for any such relief; or the admission by Tenant in writing of Tenant's inability to pay Tenant's debts as they mature;

(iv) Tenant shall vacate or abandon the Leased Premises or any substantial portion thereof during the Lease Term.

(b) Lessor's Remedies. Whenever any default shall exist, Lessor may, to the extent not prohibited by law, take any one or more of the following steps:

(i) Lessor may deny access to the Leased Premises or interrupt electrical power with or without terminating this Agreement. Lessor may in general perform all actions necessary in connection with its rights under Tenant's default.

(ii) Lessor may terminate the Lease Term, in which event Tenant shall immediately surrender the Leased Premises to Lessor and Tenant shall remain liable to Lessor for all damages resulting from Tenant's default on the termination of this Agreement as a result thereof. If Tenant shall fail to surrender the Leased Premises upon termination, Lessor may, without further notice and without prejudice to any other remedy Lessor may have, enter upon the premises and disconnect Tenant's equipment, without being liable to prosecution or any claim for damages therefore; and Tenant hereby indemnifies and agrees to hold Lessor harmless from and against any and all loss, cost, damage, and liability which Tenant may suffer by reason of such termination.

(iii) If Tenant shall default in the payment of additional rent or if Tenant shall default in complying with any other agreement, term, covenants, or condition hereof, then and in any such event Lessor shall have the right at its sole option, in addition to other rights it may have under this Agreement.

(iv) No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

(c) Lessor's Defaults. The occurrence of any of the following events, acts, or circumstances shall be and constitute a default under this Agreement: The breach by Lessor of any of its representations hereunder or the failure by Lessor to observe, perform, or comply with any of the terms, covenants, agreements, or conditions contained in this Agreement to be observed, performed, or complied with by Lessor, and the continuance of such failure for twenty (20) business days after Tenant has given Lessor written notice of such failure or, when the cure reasonably requires more than twenty (20) business days, the

failure of Lessor to commence to cure such failure within such period of twenty (20) days and to thereafter diligently and continuously prosecute such cure to completion.

(d) Tenant's Remedies. Whenever any default shall exist, Tenant may, to the extent not prohibited by law, seek specific performance or terminate this Agreement, in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

16. Lessor Not Liable for Injury or Damage; Indemnification; Lessor Agreements.

(a) During the Lease Term, Lessor shall not in any event whatsoever be liable for any injury or damage to any property or Tenant's representative working in, on or around the Leased Premises, nor for any injury or damage to the Leased Premises nor to any property of Tenant, or of any other persons unless caused by the negligence of Lessor, its affiliates, employees, or agents.

(b) Lessor shall not be liable for any injury or damage to any person or property in, on or about the Leased Premises, whether belonging to Tenant or any other person, caused by any fire, breakage, leakage, defect (latent or otherwise), or bad condition in any part or portion of the Leased Premises, or from water, rain, or snow that may lead into, issue or flow or flooding of any part of the Leased Premises, unless caused by the negligence of Lessor, its affiliates, employees, or agents.

(c) Tenant shall defend, indemnify, and hold and save Lessor harmless from and against any and all damage, loss, cost, liability, fine, penalty, expense, or claim (including, without limitation, attorneys' fees, court costs, and costs of litigation) incurred by Lessor as a result of the occupation of the Leased Premises by Tenant, its employees, licensees, and or assigns or the operation, conduct, or management of, or from any work or thing whatsoever done in, on, or about the Leased Premises.

(d) Lessor shall defend, indemnify, and hold and save Tenant harmless from and against any and all damage, loss, cost, liability, fine, penalty, expense or claim (including, without limitation, attorneys' fees, court costs and costs of litigation) incurred by Tenant as a result of the actions of Lessor, its employees, licensees, and or assigns or as a result of any of the terms of the Master Lease.

17. Mortgages.

(a) Tenant shall not, and shall have no right or power to, mortgage, encumber, or otherwise convey, transfer, or assign as security for any indebtedness and interest of tenant in the Leased Premises or in this Agreement. Tenant agrees not to obtain any financing secured by Tenant's interest in the Leased Premises and not to encumber the Leased Premises or Tenant's interest therein without the prior written consent of Lessor, which consent may be

withheld in Lessor's sole discretion, and to keep the Leased Premises free from all liens and encumbrances.

(b) This Agreement is and shall remain subject and subordinate to any deeds of trust, mortgages, trust indentures, deeds to secure debt and other encumbrances resulting from any financing which may now or hereafter affect all or any portion of the Leased Premises (any of which shall be referred to herein as an "Encumbrance") and to any renewals, and extensions of any encumbrance. This clause shall be self-operative and no further document or instrument shall be required in order to evidence the same.

18. Destruction.

(a) If during the Lease Term the Leased Premises shall be damaged or destroyed by fire or other casualty of whatever nature, Tenant may enter the premises to effect repairs on the diplexing equipment, but if such repairs are not made, Lessor or Tenant may elect to terminate this Agreement by providing written notice of such election to the other party within sixty (60) days after the occurrence of such casualty. Upon the service of such notice, this Agreement shall cease and terminate on the date of the aforesaid notice with the same force and effect as if such date were the date originally fixed for the expiration of the Lease Term and Lessor and Tenant shall, except as otherwise provided herein, be relieved of any further duty, obligation or liability thereafter accruing hereunder.

(b) Under no circumstances shall Lessor be obligated to make any payment, disbursement or contribution towards or on account of the cost of repairing, rebuilding, or restoring the Leased property of Tenant.

(d) During any period of reparation, rebuilding, or restoration, Tenant shall continue the operation of its business within the Leased Premises to the extent practicable and shall re-occupy such portions of the Leased Premises as were occupied by Tenant prior to the damage or destruction thereof as such reparation and restoration work progresses. During such period of reparation and restoration, the annual rent due under the terms of Paragraph 4 shall be reduced by that percentage which is equal to the percentage of broadcast power being transmitter before the damage occurred.

19. Waivers. One or more waivers of any covenant or condition by either party hereto shall not be construed as a waiver of a further breach of the same covenant or condition, and such consent or approval shall not be deemed a waiver or render unnecessary said party's consent or approval to any subsequent similar act by the other party.

20. Successors and Assigns. The terms "Lessor" and "Tenant" shall include, and all of the provisions hereof shall bind and inure to the benefit of, the successors and permitted assigns of the parties hereto.

21. Notices. All notices to Lessor shall be mailed or delivered, as follows:

BUSTOS MEDIA HOLDINGS, LLC
19215 SE 34th Street
Suite #106-312
Camas, WA 98607
Attn: Amador S. Bustos
Phone: 503-233-5280
E-mail: abustos@bnustosmedia.com

All notices to Tenant shall be mailed or delivered, as follows:

RADIO FIESTA CORPORATION.
dba KAZA Radio
171 Branham Lane
Suite #10-509
San Jose, CA 95136
Attn: Sonia Sidhu Rodriguez
Phone: (408) 910-9100
E-mail: soniarodriguez23@sbcglobal.net

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
25. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect.
26. Counterparts. This Agreement may be executed in two or more counterparts and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each party to this Agreement.
27. Attorneys' Fees. If any party to this Agreement commences litigation to enforce or construe any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in such litigation and any appeal therefrom.
28. Headings. Section headings and subheadings are for convenience only and shall not be considered a part of this Agreement or used in its interpretation.
29. Binding. This Agreement shall bind and inure to the benefit of the successors, legal representatives, and permitted assignees of the respective parties.

30. Amendments. Any modifications, changes, additions or deletions to this Agreement or the Exhibit attached hereto shall first be approved by and between Lessor and Tenant, in writing.

31. Survival. Portions of this Agreement are intended to survive any expiration or termination of this Agreement. Accordingly, all provisions hereof which contemplated performance after any such event shall so survive, as shall all indemnity and restoration obligations of Tenant, and the right to exercise remedies for default.

32. Integration. This Agreement constitutes the entire agreement of the parties with respect to the matters described herein and supersedes all prior written or oral negotiations or agreements with respect thereto. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by both parties.


33. Legal Representation. Each of the parties hereto has been or has had the opportunity to be represented to the extent desired, by legal counsel of its choice in respect to this transaction.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this instrument the date first above written.

LESSOR:

BUSTOS MEDIA HOLDINGS, LLC

By: 

Name: Amador S. Bustos

Its: Managing Partner

TENANT:

RADIO FIESTA CORP.

By: _____

Name: Sonia Sidhu Rodriguez

Its: Secretary

IN WITNESS WHEREOF, the parties have executed this instrument the date first above written.

LESSOR:

BUSTOS MEDIA HOLDINGS, LLC

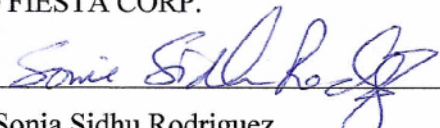
By _____

Name: Amador S. Bustos

Its: Managing Partner

TENANT:

RADIO FIESTA CORP.

By: 

Name: Sonia Sidhu Rodriguez

Its: Secretary