

MULTICAST USE AGREEMENT

THIS MULTICAST USE AGREEMENT (this "Agreement") is made this 14 day of April 2020 by and between Stryker Media 2 LLC, a Delaware limited liability company ("Licensee") and Trinity Christian Center of Santa Ana, Inc., a California non-profit corporation, d/b/a Trinity Broadcasting, with offices located at 2442 Michelle Drive CA, 92780 ("Programmer").

Recitals

Licensee owns and operates the following television broadcast station ("Licensee's Station") pursuant to licenses and authorizations issued by the Federal Communications Commission (the "FCC"):

KOFY-TV San Francisco, CA (Facility ID No. 51189)

Licensee has entered into a Channel Sharing and Facilities Agreement effective November 1, 2018 (the "CSA") with broadcast television station KCNZ-CD, San Francisco, CA, Facility ID No. 52887 ("Sharer") that provides service to viewers in the San Francisco Designated Market Area. The CSA grants to Licensee the right to use its allocated capacity on the Shared Channel (as defined in the CSA), to broadcast multiple streams and third-party content.

Subject to the terms of the CSA and FCC rules, regulations and policies, Licensee now desires to use a portion of its allocated capacity to broadcast an additional stream of programming to be provided by Programmer on the Shared Channel ("Channel") and Programmer desires to provide programming, identified as "POSITiV" for broadcast (the "Programming") on the Channel on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing into account, for good and valuable consideration, the sufficiency of which is hereby acknowledged and confirmed, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall begin on May 1, 2020 (the "Commencement Date") and shall continue until April 30th, 2023 or until this Agreement is terminated in accordance with its terms (the "Term").
2. Channel. During the Term, Programmer shall provide, and Licensee shall transmit the Programming on the Channel on a continuous basis twenty-four (24) hours per day and seven (7) days per week, subject to the terms of this Agreement. Programmer will provide a broadcast quality transmission of the Programming, at its own cost, to the Station's transmitting facilities.
3. Payment. For the broadcast of the Programming and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer shall pay Licensee as set forth on Schedule A attached hereto.

4. Technical Matters.

(a) Licensee will transmit the Programming via the Station's transmitter. shall designate the Channel as virtual channel number 20.3.

(b) During the Term, Licensee will utilize statistical multiplexing with variable transport rates in the broadcast of the Channel, which shall provide a bit rate allocation for the Programming that will vary according to technical requirements of content and transmission facilities.

5. Programs.

(a) Subject to the terms of this Agreement, Programmer shall be solely responsible for the content and composition of the Programming at all times, and for the cost of licensing, obtaining and producing the Programming.

(b) Programmer's use of the Channel to broadcast the Programming and the Programming itself shall comply with, and shall not place Licensee in violation of, the Communications Act of 1934, as amended, any and all FCC rules, regulations and policies and all other applicable laws (collectively, "Laws"), and shall not violate any third party rights. Without limiting the foregoing, the Programming shall at all times comply with all of the following:

(i) all Laws governing or requiring sponsorship identification, including but not limited to 47 U.S.C. Sec. 317, 47 U.S.C. Sec. 507 and 47 C.F.R. Sec. 73.1212;

(ii) all Laws governing political and controversial issue programming and advertising, including but not limited to the Bipartisan Campaign Reform Act of 2002 and 47 C.F.R. Sections 73.1212, 73.1912 and 73.3526; Programmer will provide Licensee with all documentation regarding such political programming and advertising required to be retained by or placed in the public inspection file of the Station;

(iii) all Laws governing children's television programming and commercial matter within children's television programming; Programmer shall ensure that the Programming contains an average of at least three (3) hours per week of "core" children's educational and informational programming, as defined by the FCC and shall provide a description of such programming, in advance, each quarter for Licensee's approval; Programmer shall provide Licensee and on a quarterly basis (on the first day of January, April, July and October) with written information sufficient to demonstrate compliance of the Programming with FCC requirements concerning educational/informational programming, and the commercial limits in children's programming, during the previous quarter, such that Licensee will be able to complete and timely file with the FCC a children's television report on FCC Form 398 with respect to the digital stream carrying the Programming;

(iv) all Laws governing the closed captioning of programming for the hearing impaired;

(v) all Laws governing or prohibiting the transmission of indecent, profane or obscene content.; upon reasonable advance notice by Licensee concerning any Program Licensee or reasonably believes will violate the rules, regulations, and policies of the FCC prohibiting the transmission of indecent, profane or obscene content, Programmer will preempt such Program; and

(vi) all Laws related to copyrights, third party rights, libel, slander or privacy rights.

(e) Licensee do not by this Agreement or otherwise acquire any right, title or interest in or to any Programming.

(f) Programmer shall at no time represent itself to be the licensee or owner of the Station.

(g) Programmer shall be solely responsible for all expenses attributable to the Programming, including but not limited to any expenses incurred in the origination and/or delivery of programming from any remote location, for any fees associated with broadcast of the Programming on the Channel, including, without limitation, any FCC ancillary/supplementary service fees, any publicity or promotional expenses incurred by Programmer related to the Programming, and any ASCAP, BMI, SESAC, or any other music performance society music license fees for all programming provided by Programmer. Such payments by Programmer shall be in addition to any other payments to be made by Programmer under this Agreement.

6. Distribution. Licensee shall be permitted, at their sole discretion, to simultaneously broadcast the Programming provided by Programmer on the Channel within the DMA over cable television systems and direct broadcast satellite systems that carry the Station pursuant to carriage agreements consistent with the rules and regulations of the FCC, over similar systems of telephone companies offering a video program service, and over similar systems of any other multichannel program distributors (the operators of any such cable television systems or direct broadcast satellite system, such telephone companies and such other multichannel video distributors are collectively referred to as "MVPDs") within the DMA. Licensee shall permit Programmer to communicate directly with each of these MVPDs to ensure that they are receiving an appropriate signal or to otherwise ensure quality distribution of the Station.

7. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power, and control over the operation of the Station and over all persons working at the Station during the Term and shall be responsible for any FCC filings. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing Programming which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance. Licensee reserves the right to refuse to broadcast any Programming which does not comply, or would cause Licensee not to comply, with any Law. Programmer shall cooperate with Licensee to ensure that Emergency

Alert System ("EAS") transmissions are properly performed. On or before January 1, April 1, July 1, and October 1 of each year during the Term, Programmer shall deliver to Licensee written documentation of issues of local importance addressed by the Programming during the preceding quarter, including: (i) program title; (ii) date of broadcast; (iii) time of broadcast; (iv) duration; and (v) brief narrative description of the discussion

8. Call Sign; Station Identification. Licensee hereby grants to Programmer the limited right to use the call letters of the Station on the air during the Term to the minimum extent necessary to ensure that proper station identification announcements are made in accordance with FCC rules and regulations. Programmer agrees to include in the Programming all required station identification announcements, as well as other announcements required by the rules and regulations of the FCC. Apart from the station identification announcements required by the FCC rules and regulations, Programmer shall not use the Station call letters to brand the Programming or otherwise use the call letters in any medium.

9. Confidentiality. Except as may be reasonably necessary to perform this Agreement and provide the Programming, and except as may be required by law or compulsory legal process, or request by the FCC, the parties shall keep confidential, and shall not use or disclose, the terms of this Agreement or any nonpublic information regarding the Programming, Programmer, Licensee, or the Station.

10. Termination.

(a) Termination for Breach/Default. If a party fails to perform its obligations under this Agreement in any material respect or breaches its representations made by it under this Agreement in any material respect, and such breach or default continues for a period of five (5) days for any monetary default, or thirty (30) calendar days for any non-monetary default, after the non-defaulting party has provided the defaulting party with written notice thereof, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. Failure of Licensee to broadcast the Programming due to any reason out of Licensee's reasonable control shall not constitute a breach or default by Licensee hereunder.

(b) Termination by Right. Either party may terminate this Agreement for any reason or for no reason at all by providing the other party with a least ninety (90) days written notice.

(c) Survival. The indemnity and confidentiality provisions of this Agreement shall survive any expiration or termination of this Agreement.

11. Remedies. In the event of a breach or default by a party under this Agreement, the other party shall be entitled to all remedies at law or in equity. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

12. Insurance. During the Term, Programmer shall maintain levels of insurance that are commercially reasonable in connection with its operations pursuant to this Agreement, including without limitation, general liability insurance providing at least \$3,000,000 in coverage and media liability insurance, including errors and omissions insurance, providing at least

\$1,000,000 in coverage. Programmer shall name Licensee as an additional insured on its general liability policy and deliver to Licensee a certificate of insurance showing Licensee as an additional insured prior to commencement of the Term and annually thereafter during the Term.

13. Indemnity.

(a) Programmer shall indemnify, defend, and hold harmless Licensee and Sharer, and its parent and affiliated entities, employees, officers, directors, agents and representatives from and against any and all claim, damage, loss, liability, cost or expense (including reasonable attorneys' fees) arising from: (i) any breach of or default under any representation, warranty, covenant or other term of this Agreement by Programmer; (ii) Programmer's use of the Channel during the Term; (iii) any claim for libel, slander, infringement of copyright or other right, invasion of privacy, etc., related to the Programming; (iv) any FCC fine or forfeiture with respect to the Programming or Programmer's failure to timely provide information necessary for Licensee to prepare requisite FCC reports, including but not limited to issues/programs lists and children's television programming reports; (v) any claim arising from a contract entered into by Programmer for advertising on the Channel; (vi) any action or failure to act by any employee or agent of Programmer who participates in any way with production or transmission of the Programming or any other aspect of the Channel; and (vii) Programmer's use of Licensee's facilities.

(b) Licensee shall indemnify, defend, and hold harmless Programmer and its parent and affiliated entities, employees, officers, directors, agents and representatives from and against any and all claim, damage loss, liability, cost or expense (including reasonable attorneys' fees) arising from: (i) any breach or default under any representation, warranty, covenant or other term of this Agreement by Licensee; and (ii) Licensee's use of the Station's digital capacity during the Term.

(c) In no event will Licensee or Sharer have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by Programmer arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if Licensee has been informed or might otherwise have anticipated or foreseen the possibility of such losses or damages

14. Representations. Licensee and Programmer each represent and warrant to the other that it has the power and authority to enter into this Agreement, it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of California, it has duly authorized the execution, delivery and performance of this Agreement, this Agreement is binding upon it, and the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of or constitute a default or ground for termination under any agreement to which it is a party, and it is qualified under applicable laws, including without limitation FCC rules and regulations, to enter into and perform this Agreement.

15. Assignment and Transfer.

(a) Licensee may freely assign this Agreement. Programmer may not assign this Agreement without the prior written consent of Licensee, which may be withheld by Licensee in its sole discretion. No assignment shall relieve Programmer of any liability under this Agreement. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and assigns. Nothing in this Agreement expressed or implied is intended to give any rights to any person or entity other than the parties hereto and their successors and assigns.

(b) If Licensee intends to assign or transfer the Station, then it shall give Programmer prior written notice thereof, and shall use commercially reasonable efforts to assign, and cause the assignee or transferee to assume, this Agreement in writing, effective upon consummation of such assignment or transfer and Licensee's obligations hereunder shall terminate. If the assignee or transferee does not elect to assume this Agreement, this Agreement shall terminate effective upon consummation of such assignment or transfer.

16. FCC Compliance. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. Licensee may file a copy of this Agreement in the Station's public inspection file. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Channel on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Programmer shall include a clause to such effect in all contracts for advertising on the Channel, and if requested shall provide written confirmation of compliance with such requirement.

17. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

18. Notices. Notices under this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier or facsimile addressed as follows (or such other address as a party may designate by written notice to the other):

<u>If to Licensee:</u>	Stryker Media 2 LLC 15200 Sunset Blvd Suite 202 Pacific Palisades, CA 90272
Attention:	Randy Nonberg

<u>If to Programmer:</u>	Trinity Christian Center of Santa Ana, Inc. 13600 Heritage Parkway
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Attention:

Suite 200
Ft. Worth, TX 76177
Chief Financial Officer

19. Miscellaneous. This Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of laws. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision. Neither party shall be liable to the other for failure to perform its respective obligations under this Agreement by reason of any act of God, labor dispute, breakdown of facilities, or any cause beyond its respective reasonable control. This Agreement may be signed in separate counterparts, each of which will be deemed a duplicate original. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have. Neither party shall be deemed to be the agent, partner, or representative of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties' respective successors and permitted assigns. If any provision in this Agreement is held to be unenforceable, then so long as neither party is deprived of the benefits of this Agreement in any material respect, the remaining provisions hereof shall not be affected and shall remain in effect. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO MULTICAST USE AGREEMENT

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

Stryker Media 2 LLC

By: 

Name: Randy Nonberg

Title: Manager

Trinity Christian Center of Santa Ana, Inc.

By: 

Name: J.B. Casoria

Title: Assistant Secretary

SCHEDULE A

Payment Terms and Additional Termination Rights

[Confidential financial terms redacted and will be promptly provided to the Commission upon request. *See, 2014 Quadrennial Review Order – Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996 et al.*, MB Docket No. 14-50, Second Report and Order, 31 FCC Rcd 9864, 10012, para. 369 (2016)]