

**AGREEMENT FOR THE BULK PURCHASE OF  
AIR TIME ON TELEVISION STATION WINM-TV 63**

**This Agreement** is made this 1<sup>st</sup> day of February, 2001 by and between Tri-State Christian TV, a non-profit Ohio Corporation (herein referred to as "Seller") and TCT Ministries, Inc., a non-profit Illinois Corporation (herein referred to as "Buyer").

**Whereas**, Seller is the licensee of the full power television station WINM-TV 63, Angola, Indiana (the "station"), and Seller wishes to make a bulk sale of the air time of the station to a programmer which will provide inspirational Christian, family-oriented and public service programming; and

**Whereas**, Buyer wishes to purchase the air time of the Station to provide inspirational Christian, family-oriented and public service programming;

**Now Therefore**, Seller and Buyer intending to be legally bound, they hereby agree as follows:

**1. Payment, Billing and Time Purchased**

(a) Buyer is purchasing all of the air time available on the station during the term of this Agreement. The Station will bill Buyer for said air time. The total cost over the term of this Agreement for said air time not exceed \$11,500.00 per month.

(b) This air time on the Station is purchased by Buyer on a use-it-or-lose basis; in other words, the Station has reserved the air time for Buyer, but if Buyer fails to provide to Station programming and material for broadcast to fill the air time, then said time will be deemed forfeited by Buyer, and Station will have the right to fill said forfeit time with whatever programming or commercial spots it may determine, in its sole discretion. Station shall have no obligation to credit Buyer with any forfeited or unused air time, or to set-off or attributed any programming or commercial spot sales Station may make in filling said forfeited time by Buyer, nor will Buyer's failure, for whatever reason, entitle it to any reduction or credit against the cost of air time being purchased.

**2. Term and Termination**

This Agreement shall have a term of five (5) years from the date of execution. Either party may terminate this Agreement with sixty (60) days advance written notice to the other, and such a termination will take effect on the first day of the month following the expiration of the sixty (60) day notice term. Pending termination of this Agreement following notice both parties shall be obligated to perform as specified herein.

### **3. Effect of Breach**

(a) The Station reserves the right to cancel this contract upon default by Buyer in the payments required herein. If the Station cancels by reason of Buyer's material breach, then Station shall be under no obligation to refund any portion of the air time purchase fee.

(b) In the event of a material breach by the Station in performing this contract, Buyer reserves the right to cancel this contract any time upon prior written notice. If Buyer cancels by reason of the Station's material breach, Buyer shall be entitled to a pro rata refund of the air time purchase fee it has paid.

**4. Failure to Broadcast** If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause, including mechanical or electronic breakdowns, beyond the Station's control, there is an interruption or omission of any programming provided by Buyer for an entire broadcast day (any 24 continuous hours) the Station shall provide an additional broadcast day at the end of the then current broadcast month as a substitute for the broadcast of the interrupted or omitted programming.

### **5. Substitution of Programs**

(a) The 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 case of cancellation for an entire broadcast day (any 24 continuous hours), the Station will notify Buyer in advance, but where such notice cannot reasonably be given, the Station will notify Buyer within one (1) business day after such broadcast has been canceled.

(b) In the case of a cancellation or preemption of an entire broadcast day (any 24 continuous hours), if Buyer and the Station cannot agree upon a satisfactory substitute the broadcast day so preempted shall be deemed canceled without affecting the rates, or rights provided under this contract.

### **6. Program and Commercial Material**

(a) All expenses connected with the delivery of programming to the Station, and with return therefrom if return is directed, shall be paid by Buyer.

(b) Station is required to advise Buyer by telephone if programming has not been delivered in a timely manner for broadcast on the Station. If such programming does not arrive at the Station in a timely manner permitting broadcast on the Station, then said be regarded as abandoned and forfeited by Buyer in accordance with the use-it-or-lose-it understanding noted in paragraph 1 (c).

**7. Broadcast Liabilities** The Station agrees to hold and save Buyer harmless against liability resulting from the broadcast of (1) program material (except program material furnished by Buyer); and, (2) musical composition licensed for broadcasting by a music licensing organization of which the Station is a licensee. The Buyer agrees to hold and save the Station harmless against all liability resulting from the broadcast of programming furnished by Buyer, except musical compositions licensed as stated above.

**8. General**

(a) The Station's obligations hereunder are subject to the licenses held by it and to applicable Federal, state local laws and regulations.

(b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to program, commercial or spot material and other property furnished by Buyer in connection with broadcasts hereunder.

(c) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of the Station in writing; nor may the Station be required to broadcast hereunder for the benefit of any other entity or individual other than Buyer.

(d) Failure of the Station or Buyer to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(e) This contract supersedes and cancels all prior agreements or understandings between the parties, contains the entire agreement between the parties relating to the subject matter herein contained, and no change in its terms and provisions shall be effective unless made in writing and signed by both parties.

(f) Each party has cooperated in the drafting and preparation of this Agreement. Accordingly, any construction to be made in this Agreement shall not be construed against any party on the basis of that party being the "drafter."

(g) This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

(h) Buyer and Station agree that any disputes between the parties that cannot be resolved shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. The laws under which this Agreement shall be interpreted and the jurisdiction pertaining thereto shall be those of the State of Illinois, and the parties agree to be bound by the result of that arbitration.

**IN WITNESS WHEREOF**, The parties have caused this Agreement to be executed by their respective duly authorized officer on the day and year written below.

**BUYER:**  
**TCT MINITRIES, INC.**

**SELLER:**  
**TRI-STATE CHRISTIAN TV**

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**Shane Chaney, Treasurer**

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**Michael J. Daly, Secretary**