

## PROGRAMMING AGREEMENT

This Programming Agreement (“Agreement”) is made and entered into as of February 26, 2021, by and between **B & C Communications, LLC**, a New York limited liability company (“Broadcaster”) and **Radiant Life Ministries, Inc.**, an Ohio not-for-profit corporation (“Programmer”), according to the following terms, conditions, representations and warranties:

**WHEREAS**, Programmer owns and operates a full power digital television station WFBD licensed to Destin, Florida (“WFBD”) by the Federal Communications Commission (“FCC”) that services the Mobile-Pensacola-Fort Walton Beach Nielsen Designated Market Area (“DMA”);

**WHEREAS**, Programmer desires to improve the physical signal coverage capabilities of WFBD into the western portion of the DMA, specifically metropolitan Mobile Alabama;

**WHEREAS**, Broadcaster owns and operates a full power digital television station WPAN licensed to Pensacola, Florida (“WPAN”) by the FCC, that also services the DMA, but is able to provide enhanced signal coverage in the additional areas desired by Programmer; and

**WHEREAS**, Broadcaster has agreed to make available to Programmer, and Programmer has agreed to purchase from Broadcaster, sub-channel programming space on WPAN;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Agreement Term.** This Agreement shall commence on March 1, 2021, (“Commencement Date”) and continue for a period of Thirty-Three (33) months (“Term”), unless terminated earlier in accordance with Section 9. Upon expiration, unless otherwise terminated or extended in writing, this Agreement shall automatically renew on a month-to-month basis.

**2. Programmer’s Purchase of Airtime and Provision of Programming.**

2.1 Programming. Programmer agrees to purchase sub-channel programming space on WPAN and provide Broadcaster with the programming described on Exhibit A (“Programming”) in accordance with this Agreement. Programming shall be a simulcast airing of the primary video channel of WFBD that WPAN shall retransmit over WPAN.

2.2 Interstitial Programming. Programmer will have the right to program all of the program and break airtime of the channel and to retain all revenue derived therefrom. (For the avoidance of doubt, all content and other material transmitted in such airtime shall be deemed to be Programming for purposes of this Agreement.) Programmer shall not discriminate in any contract for advertising or promotion on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated, and completed without regard to race or ethnicity. Programmer shall maintain internal policies for demonstrating compliance with the FCC’s nondiscrimination policies. In the event that Broadcaster determines that the Programming does not serve the educational and informational needs of children (including at least three hours per week of such children’s programming, as defined by Section 73.671(c) of the FCC’s rules) in an adequate

manner, Broadcaster shall have the right to broadcast material of its own selection to address such issues up to three (3) hours per week and at such dates and times as Broadcaster may determine in its sole discretion.

2.3 Delivery of Programming to Broadcaster. During the Term, Programmer shall deliver or transmit, at its own cost, the Programming to WPAN via off-air reception of the WFBD RF Channel 29.1 / Virtual Channel 48.1 signal. To the extent reasonably requested by Programmer, and with prior permission from Broadcaster, Programmer's employees or agents shall be afforded access to WPAN facilities in order to perform their duties in connection with maintenance or restoration of the transmission of the Programming over WPAN and the Programmer-owned equipment described on Exhibit B ("Programmer Equipment"). All Programmer Equipment at the WPAN transmitter location shall be installed and used in accordance with best broadcast engineering practices, and without harm or damage to any other equipment or use at the site. Broadcaster shall have no liability for any loss, damage, or theft of any Programmer Equipment. In the event that Broadcaster notifies Programmer of any signal delivery or quality problems that are within Programmer's reasonable control, Programmer shall promptly remedy such problems.

**3. Broadcasting Obligations.** Programmer grants Broadcaster the right to exhibit, broadcast, and distribute the Programming on a fulltime digital video sub-channel of WPAN assigned by Broadcaster and as specified on Exhibit A ("Broadcast Channel"). Subject to Programmer's compliance with the terms and conditions of this Agreement, commencing on the Commencement Date, Broadcaster shall broadcast the Programming on said Broadcast Channel in 16:9 / 480i standard definition format consistent with ATSC standards on a twenty-four (24) hours per day, seven (7) days per week basis ("Broadcasting Period") during the Term, subject to Section 5 below. Broadcaster shall provide a bit rate allocation for the Programming that may vary according to technical requirements of content and transmission facilities, but shall not fail to provide a signal compliant with ATSC and FCC broadcast digital video standards. Broadcaster shall not be obligated to transmit as part of the Broadcast Channel any material other than the principal audio and video components of the Programming and any Programming-related materials required by law. Failure of Broadcaster to air the Programming of Programmer for a period of more than ten (10) days within a twelve-month period, shall be a material default under this Agreement and cause for termination by Programmer.

#### **4. Payments.**

4.1 Programming Fee. A Monthly Programming Fee as specified on Schedule A ("Monthly Programming Fee") shall be payable by Programmer for each calendar month, one month in advance on the first business day of each month. Any amount due to Broadcaster not paid when due shall bear interest at the rate of ten percent (10%) per annum but not to exceed the maximum rate of interest allowed by law. Payment of such interest shall not excuse or cure any default by Programmer under this Agreement.

4.2 Expenses. Programmer shall be solely responsible for any and all expenses incurred in the production, origination, and delivery of the Programming, including any third party rights related to the Programming, including (a) all costs associated with the acquisition and clearance of the Programming, including rights for any music included therein; (b) publicity and promotional expenses associated with the Programming or Programmer; (c) the salaries, taxes,

insurance, and related costs for all personnel employed by Programmer; and (d) all expenses incurred in the origination and/or delivery of the Programming to WPAN.

## **5. Operation, Ownership, and Control of the WPAN.**

5.1 Licensee Authority. Notwithstanding anything to the contrary in this Agreement, Broadcaster as FCC licensee shall retain full authority, power, and control over the management and operation of WPAN and the policies and programming of WPAN. Programmer shall comply with any WPAN policies provided in writing to Programmer. Programmer shall assist and cooperate with Broadcaster in complying with Broadcaster's regulatory obligations, including its compliance with the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC (collectively, "FCC Rules"). Nothing in this Agreement shall abrogate the unrestricted authority of Broadcaster to perform its obligations to the public and to comply with FCC Rules.

5.2 Preemption/Substitution. Nothing contained herein shall prevent Broadcaster from (a) rejecting or refusing any Programming or portion thereof (including commercial advertising) that Broadcaster believes to be indecent, unsatisfactory or unsuitable, in violation of any third party's rights, or contrary to the public interest; (b) substituting any or all Programming or portion thereof (including commercial advertising) with programming that Broadcaster believes to be of greater local or national importance or that is designed to address the problems, needs, and interests of the local community; or (c) preempting any Programming in the event of a local, state, or national emergency. Furthermore, Broadcaster reserves the right to refuse to broadcast any Programming or portion thereof that (i) violates any right of any third party, (ii) does not meet the requirements of FCC Rules, (iii) does not comply with Broadcaster's policies, or (iv) otherwise does not comply with this Agreement. Broadcaster shall have the right to alter, modify, or insert material into the Programming to comply with applicable laws, including FCC Rules (e.g., WPAN identification announcements and emergency alert service announcements). Broadcaster expressly agrees that its right of preemption and substitution of Programming as set forth in this Section 5.2 shall not be exercised for the commercial advantage of Broadcaster.

5.3 Maintenance; Upgrades; Relocations. Programmer acknowledges that Broadcaster's obligations under Section 3 shall be suspended during downtime occasioned by (a) scheduled maintenance, repair, removal, installation, or other work upon Broadcaster's facilities or equipment reasonably necessary to comply with FCC Rules or other applicable laws; (b) technology or equipment upgrades or improvements; or (c) the relocation of WPAN, any tower for WPAN, or any transmission facility. In addition, Broadcaster shall have the right to cease broadcast operations of WPAN at any time for any reason.

## **6. Additional Programming Requirements.**

6.1 General Commitments. Programmer shall (a) obtain all necessary programming rights, clearances, and authorizations required by applicable law to deliver the Programming to Broadcaster and to permit Broadcaster to broadcast and transmit, and authorize third parties to retransmit, the Programming under the terms of this Agreement and (b) ensure all content, programming, and materials provided by Programmer hereunder (including the Programming and the Programmer Marks (as that term is defined in Section 7 of this Agreement)) complies with all applicable federal, state, and local laws and regulations (including FCC Rules),

is not defamatory, and does not violate or infringe any patent, copyright, trademark, trade secret, right of privacy or publicity, or any other rights of any third parties. Programmer agrees to consult with Broadcaster about the Programming it provides for broadcast on the Broadcast Channel to ensure that the content of the Programming contains matters responsive to issues of public concern in the local community served by the Broadcast Channel. For the avoidance of doubt, the other provisions of Section 6 do not limit Programmer's obligations under this Section 6.1.

6.2 Public Service Announcements. Programmer shall include in the Programming public service announcements, including, at Broadcaster's directive from time to time, a reasonable number of public service announcements of local interest. At Broadcaster's request, Programmer shall provide a list of such public service announcements to Broadcaster.

6.3 Music. Programmer shall maintain the requisite music licenses for all Programming.

6.4 WPAN Identification. Programmer shall ensure that appropriate WPAN identification announcements are included in the Programming (including at the beginning of each hour of the Programming) in a form and manner that satisfies WPAN identification requirements under FCC Rules.

6.5 Political Time. Programmer shall cooperate with Broadcaster as Broadcaster complies with its political broadcast responsibilities. When requested by Broadcaster, Programmer promptly shall provide information to Broadcaster as may be necessary for Broadcaster to comply with the political time record keeping and lowest unit charge requirements under FCC Rules. Programmer shall release advertising availabilities to Broadcaster during any election period as necessary to permit Broadcaster to comply with the political broadcast rules of the FCC; provided, however, revenues received by Broadcaster as a result of any such release of advertising time shall be remitted to Programmer.

6.6 Children's Programming. Programmer (a) shall provide and schedule "core" educational and informational programming (as defined in the FCC Rules) sufficient to meet the requirements applicable to the WPAN under FCC Rules and (b) shall ensure that the Programming otherwise complies with FCC Rules concerning children's programming and advertising (including commercial matter limitations of the Children's Television Act of 1990 (as amended)) and all other applicable laws to enable Broadcaster's broadcasts of children's programming on the Broadcast Channel to comply with all applicable legal requirements. Programmer shall provide Broadcaster with reports and information documenting compliance with such requirements on a quarterly basis to facilitate Broadcaster's preparation of required compliance reports.

6.7 Indecency. Programmer shall ensure that the Programming complies with all FCC Rules and other laws governing or prohibiting the transmission of indecent, profane, or obscene content.

6.8 Closed Captions. Programmer shall ensure that the Programming includes closed-captioning and/or video description as may be required by applicable law, including FCC Rules (subject to applicable exceptions, exemptions, or waivers of such FCC Rules).

6.9 “Payola” and “Plugola”. Programmer shall take all steps, including the periodic execution of affidavits, to ensure that neither it nor its employees or agents will accept any gift, gratuity, or other consideration, directly or indirectly, from any person or company for including any material or content in the Programming unless such is fully disclosed in accordance with the FCC Rules’ disclosure requirements. It is further understood and agreed that no commercial message, plugs, or undue reference shall be made in the Programming to any business venture, profit-making activity, or other interest (other than non-commercial announcements for bona fide charities, church activities, or other public service activities) without such broadcast being announced as sponsored. Programmer shall include an announcement at the beginning of each segment of the Programming to indicate that broadcast time has been purchased by Programmer and any other announcements and disclosures required by FCC Rules.

6.10 Station Files. Programmer shall immediately provide Broadcaster with (a) notice and a copy of any letters, emails, or other written communications that Programmer receives concerning the Programming and (b) any other information or documentation that Broadcaster requests for placement in the WPAN’s public file for public inspection.

**7. Programmer Marks.** Programmer grants to Broadcaster a limited, non-exclusive license to use the logos, trademarks, graphics, or other indicia of identity of Programmer (collectively, “Programmer Marks”) in connection with its performance under this Agreement. Broadcaster’s use of Programmer Marks shall be subject to any trademark guidelines provided in writing to Broadcaster.

**8. Insurance.** Throughout the Term, Programmer shall maintain insurance regarding the airing of its Programming in such amounts and with such deductibles and limits of liability as are customary in the television industry, including, at a minimum, (a) media or broadcasters’ liability insurance with respect to the Programming and Programmer’s performance hereunder covering defamation, libel, slander, copyright infringement, and violation of publicity or privacy rights and (b) workers compensation, commercial general liability, and professional liability errors and omission insurance with a minimum limit of no less than one million dollars (\$1,000,000) each claim. Such insurance (i) will be placed with insurance carriers with A.M. Best ratings of no less than A-VII and (ii) name Broadcaster as an additional insured party, with notice to Broadcaster of at least thirty (30) days prior to any cancelation. Programmer shall deliver a certificate of such insurance to Broadcaster within the first fifteen (15) days of the Term. The minimum limits of required insurance shall in no event limit the liability or indemnification obligations of Programmer under this Agreement.

**9. Termination Conditions.**

9.1 Termination. This Agreement may be terminated by a party in the event of a material breach by the other party of any representation, warranty, or covenant of this Agreement, or the failure of the other party to perform an obligation contained in this Agreement, that is not cured within thirty (30) days after detailed written notice of the breach or failure is provided by the non-defaulting party (“Event of Default”), provided that the written notice may be given by email (to the email address for Programmer given in Section 12.3) and the cure period shall be ten (10) days with regard to Programmer’s payment obligations. Furthermore, either party may also terminate this Agreement, without regard to an Event of Default, with thirty (30) days advance written notice to the other party.

9.2 Requirements Upon Termination. At the expiration or termination of this Agreement, Programmer shall promptly (a) remove all Programmer Equipment from the WPAN facility and (b) pay Broadcaster all amounts remaining due under this Agreement.

**10. Representations and Warranties.** Programmer and Broadcaster each represent and warrant to the other that it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder. Programmer further represents and warrants it holds all necessary rights and licenses in and to the Programming and such rights and licenses are sufficient to permit transmission and distribution of the Programming under the terms hereof without infringing the copyright or other rights of any third party.

**11. Indemnification.**

11.1 Indemnification Obligations. Each party will indemnify, defend, and hold harmless the other party and its affiliates, and its and their officers, directors, employees, agents, successors, and assigns, from and against any loss, damage, liability, expenses, and costs (including amounts paid in settlement and reasonable attorneys' fees) ("Losses") incurred in connection with claims, actions, demands, suits, or proceedings ("Claims") made or brought against the other party by a third party caused by or arising out of (a) any breach or alleged breach of this Agreement by such party; (b) any violation of law by such party; or (c) the negligence or willful misconduct of such party. In addition, without limiting the foregoing, Programmer will indemnify, defend, and hold harmless Broadcaster and its affiliates, and its and their officers, directors, employees, agents, successors, and assigns, from and against any and all Losses incurred in connection with Claims arising out of or in connection with the Programming, the Programmer Marks, or the Programmer Equipment, including (i) any and all liability for defamation, libel, slander, intellectual property infringement, or violation of publicity or privacy rights and (ii) any liability, forfeitures, fines, or expenses incurred as a result of a claim that the broadcast of the Programming violates any FCC Rules.

11.2 Process. A party claiming indemnification hereunder shall promptly notify the other party of any Claim to which such party's indemnification obligations apply and shall cooperate fully in the defense thereof (at the expense of the indemnifying party). Notwithstanding the foregoing, the failure of a party to give prompt notice shall not affect the indemnified party's rights to indemnification, except (and then only to the extent) that the indemnifying party's ability to provide indemnification is impeded or frustrated or losses would have been avoided by prompt notice. The indemnified party shall have the right to participate at its own expense in the defense of an indemnified Claim. The parties' indemnification obligations hereunder shall survive any termination or expiration of this Agreement.

**12. General Terms.**

12.1 Entire Agreement; Amendments; No Waivers. This Agreement sets forth the entire agreement and understanding of the parties with respect to its subject matter and supersedes any and all prior and contemporaneous agreements, arrangements, and understandings of the parties with respect to the subject matter hereof. Any amendment, supplement, or modification of or to any provision of this Agreement shall be effective only if it is made in writing and signed by both parties. Failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of its rights under such provision or any other provision. No waiver

of any provision of this Agreement in any instance shall be deemed to be a waiver of the same provision or any other provision in any other instance.

12.2 Rules of Construction. The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this Agreement or such party had the opportunity to retain counsel to participate in the preparation of this Agreement but elected not to do so.

12.3 Notices. Any notice, demand, or other communications required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered and received (a) if delivered in person, on the date of personal delivery; (b) if mailed, five (5) business days after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested; or (c) if sent by an overnight delivery service for next morning delivery, on the day after provision to a nationally recognized overnight courier service. (For the purposes of this section, the term “business days” means any day other than a Saturday, Sunday, or other day on which commercial banks in the State of New York are authorized or required by law or executive order to close.) The notice, or demand shall simultaneously be sent by email, and shall be addressed to the following addresses (or to such other address as a party may request by notifying the other party in writing):

To Broadcaster:

B & C Communications, LLC.  
155 Middle Plantation Road  
Gulf Breeze, FL. 32561  
Attention: William Smith, President  
Email:  
Phone: 716-310-3711

To Programmer:

Radiant Life Ministries, Inc.  
P.O. Box 1010  
Marion, IL 62959  
Attn: Michael Daly, VP-Legal  
Email: [mjd@tct.tv](mailto:mjd@tct.tv)  
Phone: 618-997-4700 ext. 1105

12.4 Assignment. Programmer may not assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Broadcaster. Broadcaster may assign this Agreement, in whole or in part, without the consent of Programmer, including to any person or entity that acquires the license for WPAN.

12.5 Successors and Assigns. This Agreement shall be binding on, enforceable against and inure to the benefit of the parties and their respective successors and permitted assigns

and nothing herein is intended to confer any right, remedy or benefit upon any other person. This Agreement is specifically intended to survive any license assignment of WPAN during its Term.

12.6 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of law thereof. With respect to any suit, action, or proceedings relating to or arising out of this Agreement (“Proceedings”), each party irrevocably: (a) submits to the exclusive jurisdiction and venue in a state or federal court of competent jurisdiction sitting in Escambia County, Florida, and (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum, and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

12.7 Severability. If any provision of this Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

12.8 Cumulative Remedies. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies that a party may otherwise have.

12.9 Force Majeure. Notwithstanding anything contained in this Agreement, if total or partial performance of this Agreement is delayed or rendered impossible for either party by virtue of circumstances reasonably beyond its control (including war, invasion, act of foreign enemy, civil war, strikes, lockouts or other industrial disputes or actions, fire, flood, epidemic, earthquake, explosion, decision of any court or other judicial body of competent jurisdiction, failure or non-availability of uplink or downlink satellite signals or terrestrial facilities, acts of God, or acts of governments or other prevailing authorities), then such non-performance shall not be deemed to constitute a breach of this Agreement during the existence of such conditions, provided that the party affected by such event promptly resumes performance as soon as practicable after the event has abated.

12.10 Relationship of the Parties. The parties are independent contractors and nothing contained in this Agreement shall create any partnership, joint venture, fiduciary, or agency relationship between Broadcaster and Programmer. Neither party shall be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

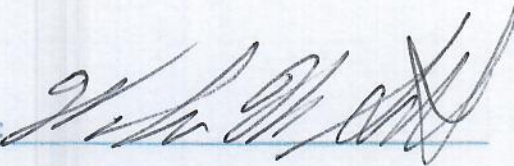
12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, each of the parties has duly executed this Programming Agreement as of the date first above written.

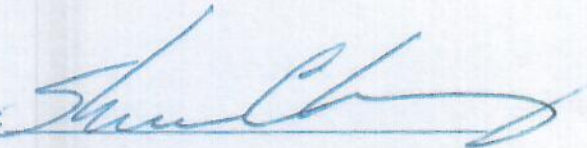
**B & C COMMUNICATIONS, LLC.**

By: 

Name: William Smith

Title: Managing Member

**RADIANT LIFE MINISTRIES, INC.**

By: 

Name: Shane A. Chaney

Title: Chief Financial Officer

**Exhibit A**  
**WPAN, Programming and Payment Information**

<b>Call Sign</b>	<b>Facility ID</b>	<b>Licensee/Broadcaster</b>	<b>Programmer</b>	<b>Programming Source</b>	<b>Designated Market Area</b>	<b>RF/Virtual Channel</b>	<b>Monthly Programming Fee</b>
WPAN	31570	B & C Communications, LLC	Radiant Life Ministries, Inc.	WFBD, 601 Charles	Mobile – Pensacola	Virtual 53	[redacted]
			WFBD, Destin FL	Booker Road, Wing AL	Fort Walton Beach	RF 21	

**Exhibit B**

**Programmer Equipment at WPAN's Transmission Facility  
(5610 Barrineau Park School Road, Molino FL 32577)**