

PROGRAMMING AIRTIME AGREEMENT



OTA Broadcasting (SFO) LLC. KTLN - KAXT - San Francisco - Oakland - San Jose, CA

This AIRTIME AND PROGRAMMING AGREEMENT is made by and between OTA Broadcasting (SFO) LLC, Licensee of KTLN-DT and KAXT-CD – (the "Stations") and **River Of Life Christian Church** (the "Programmer").

Programmer: RIVER OF LIFE CHRISTIAN CHURCH (ROLCC) Date: _____

Legal Name: RIVER OF LIFE CHRISTIAN CHURCH Corp / LLC / Other _____

Address: 1177 Laurelwood Rd, TIN/EIN #: _____

City: Santa Clara State: CA Zip Code: 95054

Contact: _____ Name _____ Title _____ Email: _____ Website: _____

Emergency Phone: _____ Cell: _____ Start Date: February 1, 2016

Airtime Agreement for KTLN-DT & KAXT-CD

MONTH	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Notes:
February 1 2016 – December 31 2019*	X	X	X	X	X	X	X	24/7 broadcast on both KTLN & KAXT Combined rate [REDACTED]
*35 months with mutual 120 day out								This Agreement supersedes the KAXT January 1, 2014 agreement

Sub-Channels: KTLN-DT and KAXT-CD have multiple subchannels and broadcast in the San Francisco-Oakland-San Jose, CA DMA. The stations individually cover the North Bay and South Bay with significant overlap.

Programmer hereby agrees that KTLN-DT and KAXT-CD have the exclusive broadcast and cable rights to all programming provided by Programmer in the Designated Market Area (DMA) of San Francisco-Oakland-San Jose during the term of this Agreement unless released in writing by the Station.

Note: Programmers must to comply with all FCC rules and regulations and is responsible to familiarize themselves with the regulations. Violation of FCC rules is grounds for immediate suspension and forfeiture of all deposits. The Programmer is responsible for the balance due on the remaining term of the Agreement.

■ TERMS CONTINUE ON NEXT PAGE –

This is an airtime agreement by & between the programmer and Stations. The Station may either independently or individually preempt, cancel or delete any program or content of the Programmer the Station deems,

unfit or inappropriate for any reason without specific cause and without prior notice. The Station has the sole right as specified by FCC rules and regulations.

Monthly Total:

Monthly Rate:	[REDACTED] During the initial term
Studio / Production:	N/A
Other:	N/A
Last Month Deposit:	[REDACTED]
First Month:	[REDACTED]
Total Due: (Feb 1 2016)	[REDACTED]

Program Content Delivery:

The Programmer is responsible to deliver programming (audio & video) to the Stations' master control. It is the responsibility of the programmer to provide a broadcast quality signal. All costs for the delivery of the programming to the Stations' master control are the responsibility of the programmer. All programming will be broadcast in standard definition on the channel.

I (programmer) have read and understand these terms and conditions P. T. (programmer).

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FURTHER TERMS AND CONDITIONS OF PROGRAMMING AGREEMENT

WHEREAS the Stations, are digital Broadcast television stations (DTV) with KTLN on digital virtual channel 68 and KAXT on virtual channel 1,

WHEREAS the **Programmer** is providing television programming and/or producing television programming ("Programming") to be delivered to the **Stations** and broadcast by the **Stations** on one of its multiple digital channels; and

WHEREAS, the parties wish hereby to enter into a Contract [this Agreement] whereby, the **Stations** will make a digital subchannel available to air **Programmer's** Programming on a digital subchannel.

IN CONSIDERATION of the mutual covenants and consideration contained in this Contract, receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- (a) The **Stations** will broadcast over-the-air on the **Programmer's** program content in the San Francisco Designated Market Area (DMA).
- (b) The **Stations** will make available the digital bandwidth through multiplexing and will deliver the program content as part of a multicast program stream as authorized by the FCC.
- (c) The **Stations** will encode the program content from a source compatible with each of the **Stations**.
- (d) The **Stations** will use their best efforts to broadcast, maintaining station equipment to keep the **Programmer's** content on the air and in good quality.
- (e) The **Stations** will make available equipment rack space for the **Programmer's** equipment if needed (not to exceed 8 rack unit), and the schedule use of the **Stations** studio at a nominal rate for local or live production.
- (f) The **Stations** will provide an Emergency Alert System (EAS) video and audio feed at the master control. The **Programmer** is required by law to interrupt all programming for EAS announcements. The **Stations** will initiate all such tests, and will log all tests are required by FCC rules and regulations. The **Programmer** will be required to initiate and log all tests if the **Programmer** uses their own EAS system to do weekly and monthly tests of the EAS.
- (g) The **Stations** will assist the **Programmer** in meeting its responsibilities in complying with all applicable FCC rules and regulations. The **Programmer** is responsible for requesting specific assistance in writing.
- (h) The **Programmer**, is required to comply with both Class A television station mandates, and Full Power mandates with a minimum of 3 hours a week of educational programming for viewers 16 years and younger (children's programming identified as E/I - Educational/Informational). A written summary of the children's programming shall be provided to the station quarterly in compliance with FCC regulation. In addition a minimum of 3 hours a week of locally produced programming is required for Class A compliance.
- (i) The **Programmer** shall provide KAXT a program schedule a minimum of 14 days in advance of air. The **Stations** will distribute the program schedule to the media for publication. The **Stations** shall file a copy of each week's program schedule in the **Stations** public file.
- (j) The **Programmer** shall pay or reimburse the Station for any and all fines or forfeitures levied against the Station for any and all actions or failures of the **Programmer** to act, including violation of FCC rules, whether knowingly or unknowingly.
- (k) The **Programmer** shall insure that all program content is in keeping with moral, ethical, and decency requirements of a television broadcast station, including language and nudity. The **Programmer** acknowledges the **Stations** standards are stricter than FCC or other national standards.
- (l) Unless otherwise agreed by the parties in writing, the initial payment for air time shall be made as follows: 1.) the current month, 2.) the last months, for a total of 2 months in advance.
- (m) The **Programmer** shall deliver the broadcast quality program content to the master control room in a format compatible with each stations equipment.
- (n) The **Stations** are not responsible for program material prior to the **Stations** input to the encoding equipment.

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1. Programs. (a) The **Stations** agrees to provide the programmer with a 24 hour, 7 day a week channel (24/7). (b) All programs must have sponsor identification, either aurally or visually, for sponsored programs notifying the viewer who has paid for the program.

2. Program Rights. (a) The **Programmer** warrants they have **secured program broadcast rights** for all programs to be broadcast. (b) The **Stations** hereby have the **exclusive broadcast and cable rights** to all programming provided by Programmer pursuant to this Agreement, during the term of this Agreement in the **San Francisco-Oakland-San Jose television market (DMA)**.

Accordingly, during this exclusive rights period, said programming (content) must NOT be made available to any broadcast or cable outlet in the San Francisco-Oakland-San Jose television market without the express written consent of OTA Broadcasting.

3. Station Identification. The **Programmer** shall identify the **Stations** channel a minimum of 1 time per hour within ± 2 minute of the top of each hour. The Stations ID's include the following information: (either visually, aurally or both) each **Stations** Call Letter and City of License, either individually or combined.

The Programmer may use its company saying or slogan in branding their programming, but is **REQUIRED TO USE THE STATION ID** for the stations at the top of each hour within ± 2 minutes.

4. Billing and Payment. The Station requires two months payments in advance and succeeding payments to be received 5 days prior to the beginning of each new month thereafter. Any unused portion of the payments will be applied by the parties to settle accounts within two months after this Agreement is terminated.

The **Stations** are strict about receiving payment 5 days prior to each new month. If payment is not received by the 1st of the month, a 5% late fee will be added to the airtime fee and an additional 5% will be added every 10 business days until paid.

The **Stations** may terminate this agreement at the **Stations** option without further cause and give the programmer a 30 day notice of cancellation, if a payment is over 10 days late (past the 10th of the month); the **Stations** may terminate the **Programmer** at the end of the month, at the Stations option. Should the Station waive enforcement of this clause at any time, the Station does not waive its rights to enforcement at any time in the future.

5. Initial Term. The term of this Contract shall be for a period of 35 months.

6. Renewal. Unless either party notifies the other in a writing; delivered at least 90 days before the last day of the initial term, this Agreement will automatically renew for an additional 52 weeks ("Subsequent Term"). At renewal and at least 90 days before the anniversary of this Agreement, the **Stations** will notify the **Programmer** in writing of any future planned changes in rates.

7. Preemptive Rights. The **Stations** may preempt any of the **Programmers** content at any time when it is determined in the sole discretion of the **Stations** that such preemption is in the public interest, good, or safety. The **Stations** shall have the exclusive right to reject and refuse to broadcast any program material which it, in its sole discretion, deems inappropriate or which does not comply with the rules and regulations of the Federal Communications Commission or its own rules, regulations or policies.

8. Programmer May Not Assign. **Programmer** may not assign any of its rights pursuant to this Agreement to any other party without the express written consent of the **Stations**. This includes leasing or brokering of airtime to other parties.

9. General Business Liability Insurance. **Programmer** shall, at all times during the term of this Agreement, and amendments thereto, have in effect a General Business Liability Insurance Policy in the amount of \$ 1,000,000 (one million) per Occurrence, and \$ 2,000,000 (two million) Aggregate, and shall provide to **Stations** a valid Certificate of Insurance naming Station as an "Additional Insured" on such Policy.

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10. Liability/Hold Harmless. (a) **Programmer** shall hold harmless, defend, and indemnify the **Stations (OTA Broadcasting (SFO) LLC)**, and their respective officers, directors, agents, employees, successors and assigns harmless from all liability for libel, slander, illegal or unfair competition or trade practice; infringement of trademarks, trade names or program titles; violation of rights or privacy or publicity; and infringements of copyrights and proprietary rights resulting from the broadcasting of the subject Programming in the form furnished by the **Programmer**; and for all speeches or addresses or utterances made by the **Programmer** individual or through its representative in such Programming. (b) **Stations** shall hold harmless, defend, and indemnify **Programmer**, and their respective officers, directors, agents, employees, successors and assigns harmless from all liability related in any way to any litigation between any owner(s) and/or alleged owner(s) of **Stations**, including but not limited to any cost, harm, and/or loss of broadcast rights stated in this Agreement caused in any way by any such litigation.

11. Attorney Fees & Costs. In the event of any future litigation as between the parties regarding any matter covered by the terms of this Agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs from the non-prevailing party, excepting that, in order for the prevailing party to be entitled to recover said attorney's fees and costs they must, at least ten (10) full calendar days before filing any Request for Order, Motion, Order To Show Cause or other pleading, first submit a written demand to the other party specifying the relief and/or change sought, so that the other party will have the opportunity to agree to any proposed relief and/or change before any litigation is begun. The **Stations** reserves its rights to pursue damages or other appropriate remedies in law and equity resulting from breach, default, or otherwise in connection with this Agreement, without limitation including credit service or default charges or otherwise for breach of any of the material terms of this Agreement.

12. Binding Effect. This Contract shall be binding upon the parties and their successors, legal representatives and assigns. No presumptions shall apply to either party hereto with this Agreement being deemed for all purposes to be the equal product of both parties, and their mutual agreements. This contract shall prevail over any custom and practice of the industry. This Contract constitutes the entire agreement between the parties concerning this subject matter. No modifications to this Contract shall be valid without prior written approval of both parties.

13. License Fees. The **Programmer** is required to pay all programming license fees for the programming aired and warrants they have received the program rights to all programming the **Programmer** airs on the Station. Programming fees to be paid by the **Programmer** also include all music license fees, performance fees, and royalties for any and all content the **Programmer** airs. In the event the station is required to pay any fee for the programmer, the programmer is to reimburse the Station for the cost of the fees, plus an additional 25% service charge within 10 days after receiving a copy of the program fee/royalty invoice sent from the station.

14. Termination. Either **Programmer** or **Stations** may terminate this Agreement during the 35 month period if both stations are no longer available due to the FCC Spectrum auction. In the event one station continues this Agreement will survive on the remaining station at the full rate. Termination by either Programmer or Station requires a 120 day written notice delivered by email with a confirmed receipt of said email or by mail or courier.

15. Termination by Ownership Transfer of Station. The Agreement shall survive in the event all or substantially all of its assets or business or, through the sale of securities, merger or any other transaction transferring the ownership or control. Transfer one of its controlled subsidiaries shall constitute a change of control for this purpose.

16. Non-Discrimination. U Channel (River of Life Christian Church) and OTA Broadcasting (SFO) LLC do not discriminate in advertising contracts on the basis of race or gender. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or gender, even if handwritten, typed, or otherwise made a part of a particular contract, is impermissible and grounds for termination of contract.

17. Choice of Law. This Contract shall be governed by the laws of the State of California, with venue in KAXT's Designated Market Areas of San Francisco and San Jose, California.

