

PROGRAMMING AGREEMENT

This **PROGRAMMING AGREEMENT** ("Agreement") is made as of March 26th, 2021, by and between **St. Paul Bible College**, an Arizona domestic nonprofit corporation ("Licensee") and **En Familia, Inc.**, an Arizona non-profit corporation ("Programmer"). Licensee and Programmer are sometimes referred to herein, individually, as a "Party," and together as the "Parties."

WHEREAS, Licensee is the Federal Communications Commission ("FCC") licensee of FM Broadcast stations KJZA(FM), Drake, Arizona (Facility ID No. 92985); KJZK(FM), Kingman, Arizona (Facility ID No. 173030); and KJZP(FM), Prescott, Arizona (Facility ID No. 173032) and FM translator station K217EP, Flagstaff, Arizona (Facility ID No. 122167) (the "Stations"); and

WHEREAS, Programmer desires to provide an over-the-air program service, and Licensee desires to make the Stations' airtime available to Programmer for Programmer to use in conformity with FCC rules, regulations and policies, and the provisions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the Parties, intending to be bound legally, agree as follows:

1. Term. The term of this Agreement shall commence as of April 1, 2021 (hereinafter the "Effective Date"), and shall end April 30, 2021 (hereinafter the "Term"), unless earlier terminated in accordance with the other provisions of this Agreement.

2. Programming. Subject to the terms of this Agreement, Programmer agrees to provide and Licensee agrees to broadcast on the Stations Programmer's noncommercial educational Christian and/or family-friendly based programming (the "Programming"). The Programming shall begin April 1, 2021 for all of the Stations (the "Commencement Date").

3. Hours of Programming. After the Commencement Date, Programmer will supply the Programming 24 hours per day, seven days per week, for so long as long as this Agreement remains in force, and Licensee will transmit all programming supplied by Programmer, except as otherwise provided in Section 4 below and subject to the provisions set forth in Section 14 below with respect to *force majeure*. Programmer will provide all such programming, produced at its own cost and expense.

4. Licensee's Regulatory Obligations.

(a) Nothing herein shall be construed as limiting in any way Licensee's rights and obligations as an FCC licensee to make the ultimate programming decisions for the Stations and to exercise ultimate control and responsibility with respect to the operations of the Stations. Licensee will be responsible for insuring that the Stations' overall programming is responsive to community needs and in the public interest. Licensee has the authority, in its sole discretion, to:

(i) reject and refuse to transmit any programming produced or proposed by Programmer that Licensee in its good faith deems to be unsatisfactory, unsuitable, or contrary to the public interest, as determined by Licensee in its sole discretion;

(ii) originate or rebroadcast from any source any programming which Licensee, in its sole, good faith discretion, deems to be of greater local or national importance than the Programming supplied by Programmer or which Licensee believes will better serve the needs and interests of the Stations' service areas; and

(iii) interrupt the Programming in case of an emergency.

(b) In the event that Licensee rejects any of the Programming pursuant to subparagraph (a)(i) above, Licensee shall, insofar as practicable, give Programmer reasonable prior notice of its objection to Programmer's proposed programs, including the basis for such objection, and shall use all reasonable efforts to give Programmer a reasonable opportunity to substitute programming acceptable to Licensee. Programmer shall air each Station's hourly station identification announcements on behalf of Licensee so that such announcements are aired in accordance with FCC rules. Programmer shall also air all required broadcasts generated by the Federal Emergency Management Agency (FEMA) via the Emergency Alert System (EAS).

(c) Licensee, solely for the purpose of ensuring Programmer's compliance with applicable law, including without limitation FCC rules and Licensee policies, shall be entitled to review on a confidential basis any programming material relating to Programmer's broadcasts as it may reasonably request. Programmer shall retain a copy and provide to Licensee originals of all correspondence relating to the Programming broadcast on the Stations and all complaints received from the public that pertain to the Stations.

5. Operation of the Stations.

(a) Licensee shall employ at its expense such employees to direct the day-to-day operations of the Stations as may be necessary to comply with the provisions of the FCC Rules regarding main studio staffing, engineering maintenance, and such additional personnel as shall be necessary to enable Licensee to perform its obligations under this Agreement. All such employees will report to and be accountable solely to Licensee.

(b) Licensee shall be solely responsible for and shall pay in a timely manner all operating costs of the Stations, including costs of maintaining and repairing the studio facilities, the tower facilities, the Stations' transmitters and antennae, the cost of electricity and other utilities, rental payments, taxes and the salaries, taxes, insurance and related costs for all personnel employed by the Stations, and all performance rights licenses with respect to the Stations, subject to Section 7 below.

(c) Programmer assumes the responsibility to provide for the safekeeping of all broadcast equipment entrusted into Programmer's care by Licensee, and accepts the liability of reimbursing Licensee within thirty (30) days should any such equipment be damaged, lost, or stolen while in Programmer's care and keeping.

(d) Programmer shall be responsible for the salaries, taxes, insurance and related costs for all Programmer personnel used in production of the Programming.

(e) Programmer shall report any technical issues or loss of transmission for the Stations within twenty-four (24) hours of detection of such a problem to Licensee.

6. Noncommercial Nature of Programmer Broadcasts. Programmer represents and warrants to Licensee that Programmer is a non-profit corporation which broadcasts its programming on a noncommercial basis with revenues generated through contributions and donations received from contributors and donors residing within communities receiving Programmer's Programming. Programmer agrees that the Stations shall not broadcast any commercial announcements during the hours in which the Programmer's Programming is broadcast over the Stations. Licensee acknowledges that all donations received from listeners as a result of the Programmer program broadcasts shall be the sole property of Programmer. In the event that such donations or payments are received by Licensee, Licensee shall promptly forward such donations to Programmer at the address specified for notices herein, along with an accounting specifying the name and address of each such donor, and the date on which the donations were received.

7. Consideration. In consideration of the mutual promises and covenants set forth in this Agreement, after the Effective Date and for the remaining term hereof, Programmer shall provide the Programming and shall reimburse Licensee the reasonable costs incidental to broadcast of the Programming on the Stations. Programmer will reimburse those costs within ten (10) business days after Licensee presents documentation of the costs subject to reimbursement.

8. Limited Grant. Nothing herein contained shall be construed as an assignment or grant to Licensee of any right, title or interest in or to any titles, names, logos, slogans, jingles, trademarks, copyrights, ideas, formulas, general program content and/or other literary, musical, artistic or creative material broadcast by or associated with Programmer or its Programming beyond the grant of a limited rebroadcast consent on the terms herein specified. All rights not specifically granted to Licensee hereunder in and to the Programming and signal and the content thereof are reserved to Programmer for its sole and exclusive use, disposition and exploitation. Moreover, the Parties hereto understand and agree that third persons may hold copyrights or other legal rights in and to certain programs broadcast on the Stations and that the right to rebroadcast Programmer programs granted hereunder shall not be deemed in any way to cover, convey or transfer such rights of third persons.

9. Representations, Warranties and Covenants of Licensee. Licensee hereby makes the following representations, warranties and covenants to Programmer:

(a) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of Licensee, and this Agreement constitutes the legal, valid and binding obligation of Licensee, enforceable in accordance with its terms.

(b) The execution and performance of this Agreement will not violate any order, rule, judgment or decree to which Licensee is subject or constitute a breach of or default under any contract, agreement, or other commitment to which Licensee is a party or may be bound.

(c) Licensee shall operate each Station and shall maintain each Station's facilities in material compliance with the Communications Act and all applicable rules, policies and regulations of the FCC, including but not limited to the FCC's sponsorship identification rules.

10. Representations, Warranties and Covenants of Programmer. Programmer hereby makes the following representations, warranties and covenants to Licensee:

(a) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of Programmer, and this Agreement constitutes the legal, valid and binding obligation of Programmer, enforceable in accordance with its terms.

(b) The execution and performance of this Agreement will not violate any order, rule, judgment or decree to which Programmer is subject or constitute a breach or default under its charter, bylaws or any contract, agreement, or other commitment to which Programmer is a party or may be bound.

(c) The Programming will comply with all applicable laws, including without limitation, the Communications Act and FCC's rules, regulations and policies.

(d) Programmer possesses and will maintain all rights necessary to broadcast the Programming on the Stations, provided that the Licensee shall maintain at its expense all necessary BMI, ASCAP, SESAC and other performance rights licenses.

11. Termination.

(a) In addition to other remedies available at law or in equity, either Programmer or Licensee may terminate this Agreement by written notice to the other (provided that the terminating party is not then in material default hereunder) if such other party is in default under this Agreement and has failed to cure such default within fifteen (15) after receiving notice of breach from the terminating party.

(b) This Agreement may be terminated by either Licensee or Programmer by written notice to the other in the event this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final.

12. Indemnification.

(a) Programmer shall indemnify, defend and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description (hereinafter

referred to as "Loss and Expense"), arising out of: (i) the content of programming furnished by Programmer under this Agreement; (ii) any misrepresentation or breach of any warranty of Programmer contained in this Agreement; and (iii) any breach of any covenant, agreement, or obligation of Programmer contained in this Agreement.

(b) Licensee shall indemnify, defend and hold harmless Programmer from and against all Loss and Expense arising out of the breach of any representation, warranty or covenant of Licensee contained in this Agreement.

13. FCC Compliance. Notwithstanding any other provision hereof, Licensee certifies that it shall maintain ultimate control of each Station and its facilities, including finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of Section 73.3555 of the FCC rules. Programmer shall maintain and promptly deliver to the Licensee such records and information in its possession which may be required by the FCC to be placed in the Stations' public inspection files in accordance with the provisions of Section 73.3527 of the FCC rules.

14. Force Majeure. Neither Licensee nor Programmer shall be liable for any failure of performance hereunder due to causes beyond its commercially reasonable control, including without limitation, acts of God, equipment malfunction or commercial power failure or reduction. In the event of the occurrence of any such event, each party agrees to use commercially reasonable efforts to resume performance as promptly as practicable.

15. Assignment. This Agreement shall be binding upon each party's successors and assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

16. No Joint Venture. Nothing contained herein shall be deemed to create any joint venture, partnership, or principal-agent relationship between Programmer and Licensee, and neither shall hold itself out in any manner which indicates any such relationship with the other.

17. Notices. All notices and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

if to Licensee, via U.S. Post Office to:

St. Paul Bible College
P.O. Box 402
Purcellville, VA 20134
Attention: Thomas Erickson, President

if to Licensee, via personal delivery or courier service:

St. Paul Bible College
24646 S. Augusta Court
Sun Lakes, Arizona 85248
Attn: Clifton Gardiner

if to Programmer, via U.S. Post Office:

Jeffrey Lindholm, Chairman
En Familia, Inc.
P.O. Box 6159
Phoenix, AZ 85005-6159

if to Programmer, via personal delivery or courier service:

En Familia, Inc.
3015 N. 33rd Dr.
Phoenix, AZ 85017

18. Entire Agreement; Modifications. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof. No amendment or modification of this Agreement shall be binding on either party hereto unless first reduced to writing and signed by both parties hereto.

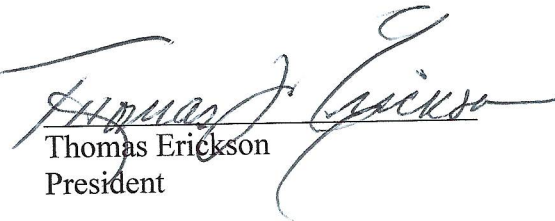
19. Choice of Law. This Agreement will be interpreted to be consistent with the FCC's Rules, policies, and orders. Except where governed by federal law, this Agreement will be construed in accordance with the laws of the State of Arizona applicable to transactions conducted entirely within that jurisdiction. Both parties waive trial by jury. Any claims for damages will be limited to actual damages, and not consequential or punitive damages or lost revenues.

20. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed an executed signature page.

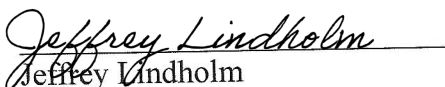
[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ST. PAUL BIBLE COLLEGE

By: 
Thomas Erickson
President

EN FAMILIA, INC.

By: 
Jeffrey Lindholm
President and Chairman