

TRANSLATOR STATION REBROADCAST AGREEMENT

This Translator Station Rebroadcast Agreement is dated as of July 14, 2022 (this "Agreement"), by and between **EDUCATIONAL MEDIA FOUNDATION**, a California non-profit religious corporation (the "Licensee") and **IVOX RADIO, LLC**, a Texas limited liability company (the "Programmer") (collectively, Licensee and Programmer are the "Parties" and each a "Party").

WHEREAS, Licensee is the licensee of FM translator radio station K270AI, Cathedral City, California, Facility Id. No. 88499 (the "Station") pursuant to authorizations issued by the Federal Communications Commission (the "FCC").

WHEREAS, Programmer is the licensee of AM broadcast station KWCY(AM), Cathedral City, CA (Facility Id Number 24252) ("Programmer Station") pursuant to authorizations issued by the FCC.

WHEREAS, Licensee and Programmer have entered into an Asset Purchase Agreement of the same date proposing the sale and assignment of the Station from Licensee to Programmer (the "Purchase Agreement").

WHEREAS, Licensee desires to rebroadcast the primary signal of the Programmer Station on the Station in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which Licensee and Programmer hereby acknowledge, Licensee and Programmer, intending to be bound legally, hereby agree as follows:

1. **Overall Purpose and Term.** In accordance with the terms and subject to the limitations set forth herein, beginning on the Commencement Date, Licensee shall (and Programmer consents to) the rebroadcast of the primary analog signal of the Programmer Station ("IVOX Programming") on the Station. Such rebroadcast shall occur during all times that Programmer transmits a programming stream on the Programmer Station.

2. **Commencement Date.** Rebroadcast of the IVOX Programming on the Station pursuant to this Agreement shall begin at 12:01 AM Eastern time on July 15, 2022 (the "Commencement Date") and continue for one (1) year from the Commencement Date (the "Term"), unless earlier terminated pursuant the terms herein.

3. **FCC Regulations.** This Agreement is subject to the Communications Act of 1934, as amended (the "Communications Act"), and the rules and published policies of the FCC promulgated thereunder (collectively with the Communications Act, the "Communications Laws"). During the Term, all obligations by either Party shall become null and void in the event that the FCC by Final Order (as defined below) revokes or rescinds the license for the Station or the primary license of the Programmer Station. For purposes of this Agreement, a "Final Order" shall be deemed to have occurred on the date upon which an action by the FCC revoking or rescinding the license of the Station or the Programmer Station has not been reversed, stayed,

enjoined or set aside and with respect to which no timely request for stay, reconsideration, review, rehearing or notice of appeal or determination to reconsider or review is pending, and as to which the time for filing any such request, petition, or notice of appeal or for review by the FCC, and for any reconsideration, stay or setting aside by the FCC on its own motion or initiative, has expired.

4. **Operation of the Station.** Licensee shall be solely responsible for and shall pay in a timely manner all operating costs of the Station used to rebroadcast the IVOX Programming. To that end, Licensee will be responsible for all (A) lease or license payment obligations Licensee owes any third party for the Station's transmitter site (including any access agreements), (B) utility bills for utility services at the Station's transmitter site, including electrical and telephone service if there is any such service, (C) costs of engineering and technical personnel necessary to assure compliance with the Communications Laws and maintenance and repair, modification and/or alternation of the Station's transmitting facilities and equipment, (D) premiums for insurance maintained by Licensee for operations at the transmitter site, (E) real and personal property taxes for the transmitter site of the Station (if any) and (F) business, license and FCC regulatory fees (collectively, the "Reimbursable Operating Expenses"). Programmer shall be entitled to all revenue from the sale of advertising or program time included in the IVOX Programming and rebroadcast on the Station on or after the Commencement Date.

5. **IVOX Programming.** Prior to the execution of this Agreement, Programmer has been made aware of the current format of the primary analog stream of the Programmer Station. Programmer will not change the format or the nature of the IVOX Programming without the prior written consent of Licensee. Programmer agrees that notwithstanding anything in this Agreement to the contrary, Licensee has full and unrestricted authority to reject, delete and not broadcast any material contained in any part of the IVOX Programming or to reject any proposed format change that Licensee determines reasonably and in good faith would be contrary to the Communications Laws, any other applicable law or is not compatible with Licensee's broadcasting standards or Licensee's objectives in entering into this Agreement. Licensee shall give Programmer as much written advance notice as reasonably possible and the justification therefore concurrently therewith or as soon thereafter as reasonably possible.

6. **Compensation.** Programmer will reimburse Licensee for all reasonable and verifiable Reimbursable Operating Expenses associated with the ownership and operation of the Station within thirty (30) days of receipt of the written reimbursement request and documentation of payment of expenses by Licensee. Notwithstanding anything to the contrary herein, the Reimbursable Operating Expenses shall not include any expenses related to Licensee's studio for the Station or Licensee's employees.

7. **Representations, Warranties and Covenants of Licensee.** Licensee hereby makes the following representations, warranties and covenants:

(a) 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 maintain ultimate control over the Station during the Term, including control over the Station's finances, personnel and technical facilities.

(d) Licensee shall operate the Station and shall maintain such Station's facilities in material compliance with the Communications Laws.

(e) Licensee shall make such filings with the FCC as are necessary pursuant to Section 74.1284(b) of the FCC's rules to indicate the primary radio station being rebroadcast by the Station.

9. **Representations, Warranties and Covenants of Programmer.** Programmer hereby makes the following representations, warranties and covenants to Licensee with respect to the IVOX Programming that it is providing for rebroadcast:

(a) Programmer shall be solely responsible for the content and composition of the IVOX Programming and bear all costs related to the creation, production and/or licensing of the IVOX Programming.

(b) Programmer shall be responsible for and pay all costs (including the purchase of any equipment) required to transport and deliver the IVOX Programming to the Station's transmission facilities for rebroadcast on the Station.

(c) The IVOX Programming will be delivered to Licensee in a broadcast-ready format and will contain all necessary station identifications noting the rebroadcast of the IVOX Programming on the Station as well as any required public service announcements.

(d) The IVOX Programming supplied for rebroadcast on the Station will comply with all applicable laws, including without limitation, the Communications Laws, including Sections 74.1231 and 74.1232 of the FCC's rules.

(e) During the Term, Programmer shall have all legal rights (including any required music or other licenses) necessary to permit rebroadcast of the IVOX Programming on the Station.

(f) Programmer certifies that it is not a "foreign government entity" as that term is defined by 47 CFR Section 73.1212(j) and none of the IVOX Programming to be rebroadcast on the Station pursuant to this Agreement has been or will be paid for or provided by a foreign government entity.

8. **Interruption of Normal Operations.** The Parties acknowledge that equipment failures may interrupt normal operation of the Station from time to time. If the Station suffers any loss or damage of any nature to its transmission facilities or if the FCC license of the Station

is forfeited, revoked or canceled which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, Licensee will immediately notify Programmer of such loss or damage, and Licensee will undertake such repairs (in consultation with Programmer) as are necessary to restore full-time operation of the Station with its maximum authorized facilities as expeditiously as reasonably possible following the occurrence of any such loss or damage. So long as Licensee employs commercially reasonable efforts to minimize any broadcast interruptions and restore service when interrupted, Licensee shall have no liability to Programmer if, for any reason, the Station ceases operations, reduces power, or is unable to broadcast all or any portion of the IVOX Programming. If the Station operates with less than its maximum authorized facilities for more than seven consecutive days, Programmer may terminate this Agreement without penalty.

9. **Indemnification.**

(a) **Programmer's Indemnification of Licensee.** Programmer will indemnify and hold Licensee and Licensee's employees, agents and contractors harmless, including, without limitation, in respect of reasonable attorney's fees, from and against all liability, claims, damages and causes of action ("Losses") arising out of or resulting from acts or omissions of Programmer involving: (i) libel and slander; (ii) infringement of trademarks, service marks or trade names; (iii) violations of law, rules or regulations (including the FCC's rules and published policies); (iv) invasion of rights of privacy or infringement of copyrights or other proprietary rights; (v) the broadcast of IVOX Programming furnished by Programmer, (vi) breaches of this Agreement; or (vii) Programmer's sale of advertising or other activities related to this Agreement or the rebroadcast of the IVOX Programming on the Station. Programmer's obligation to indemnify and hold Licensee and Licensee's employees, agents and contractors harmless against the Losses specified above will survive any termination of this Agreement.

(b) **Licensee's Indemnification of Programmer.** Licensee will indemnify and hold Programmer and Programmer's employees, agents and contractors harmless, including, without limitation, in respect of reasonable attorney's fees, from and against all Losses arising out of or resulting from acts or omissions of the Licensee involving breaches of this Agreement by Licensee. Licensee's obligation to indemnify and hold Programmer and Programmer's employees, agents and contractors harmless against Losses specified above will survive any termination of this Agreement.

(c) **Insurance.** Programmer and Licensee each will maintain broadcasters' liability insurance policies covering libel, slander, invasion of privacy and the like, general liability, blanket crime, property damage, business interruption, automobile liability, and workers' compensation insurance in forms and amounts customary in the radio broadcast industry.

10. **Termination.** In addition to other termination rights provided elsewhere in this Agreement, this Agreement will be or may be terminated upon occurrence of any one or more of the following:

(a) Automatically, following (i) the expiration of the Term. (ii) the closing of the Purchase Agreement or (iii) termination of the Purchase Agreement.

(b) Automatically, if the performance by either Party becomes illegal or contrary to the Communications Laws.

(c) Upon the mutual agreement of the Parties.

(d) By either Party, if the other Party breaches a material term or condition of this Agreement and such breach remains uncorrected for more than twenty (20) days following written notice from the non-breaching Party.

11. **Notices.** All notices, elections and other communications permitted or required under this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the Party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such Party as set forth below (or at such other address for a Party as shall be specified by like notice). Notice shall be deemed effectively given or delivered (i) upon personal delivery (or refusal thereof), (ii) if delivered by email, upon on the date that the email has been confirmed as having been received by the other Party (provided, however, any email delivered after 5:30 PM local time shall be deemed to have been received on the following business day), (iii) twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or (iv) five (5) days after deposit with the U.S. Post Office, by registered or certified mail with return receipt requested, postage prepaid.

If to Licensee, to:

Educational Media Foundation
2000 Mallory Lane, Suite 130-388
Franklin, TN 37067-8231
Attn: Todd Woods, Chief Legal Officer
Email: TWoods@kloveair1.com

With a copy to (which shall not constitute notice):

Paige Fronabarger, Esq.
Wilkinson, Barker, Knauer LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036
Email: pfronabarger@wbklaw.com

If to Programmer, to:

IVOX RADIO LLC
P.O. Box 570950
Dallas, TX 75357
Attn: Louie Comella
radio@ivoxmedia.com

With a copy to (which shall not constitute notice):

David G. O'Neil, Esq,
Rini O'Neil, PC
2101 L Street, NW
Suite 300
Washington, DC 20037
doneil@rinioneil.com

12. **Modification and Waiver.** No amendment, supplement or modification of any provision of this Agreement will be effective unless the same will be in writing and signed by the Party against whom enforcement of any such amendment, supplement or modification is sought, and then such amendment, supplement or modification will be effective only in the specific instance and for the purpose for which given.

13. **Construction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

14. **Headings, Interpretation.** The headings in this Agreement are included for ease of reference only and will not control or affect the meaning or construction of the provisions of this Agreement. As used in this Agreement, "including," "includes" and the like are not intended to confer any limitation.

15. **Assignment.** This Agreement may not be assigned by either Party without the express written approval of the other Party, which may be withheld or granted in such Party's sole discretion.

16. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed via electronic or digital signature and exchanged by electronic transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any Party hereto or to any such agreement or instrument, each other Party hereto or thereto shall re-execute original forms thereof and deliver them to all other Parties. No Party hereto or to any such agreement or instrument shall raise the execution of this Agreement by digital or electronic signature or Portable Document Format (pdf) to deliver a signature as a defense to the formation of a contract and each such Party forever waives any such defense.

17. **Entire Agreement.** This Agreement and the documents referred to herein contain the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.

18. **No Partnership or Joint Venture Created.** Nothing in this Agreement will be construed to create a partnership or joint venture between Licensee and Programmer or to afford any rights to any third party other than as expressly provided herein. Neither Licensee nor Programmer will have any authority to create or assume in the name or on behalf of the other Party any obligation, express or implied, or to act or purport to act as the agent or legally empowered representative of the other Party hereto for any purpose.

19. **Severability.** Whenever possible each provision of this Agreement will be interpreted so as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, then the Parties shall cooperate with each other to reform this Agreement to eliminate such prohibition or invalidity, without invalidating or otherwise affecting the remainder of such provision or the remaining provisions of this Agreement.

20. **Legal Effect.** This Agreement will be binding upon and will inure to the benefit of the Parties hereto, their heirs, executors, personal representatives, successors and assigns.

21. **No Party Deemed Drafter.** No Party will be deemed the drafter of this Agreement and if this Agreement is construed by a court of law such court should not construe this Agreement or any provision against any Party as its drafter.

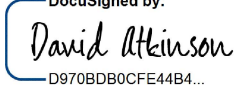
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NEXT PAGE IS SIGNATURE PAGE*

SIGNATURE PAGE TO TRANSLATOR STATION REBROADCAST AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Programming Agreement to be effective as of the date above written.

LICENSEE:

EDUCATIONAL MEDIA FOUNDATION

By: 
Name David Atkinson
Title CFO/COO

PROGRAMMER:

I VOX RADIO, LLC

By: _____
Louie Comella
Managing Member

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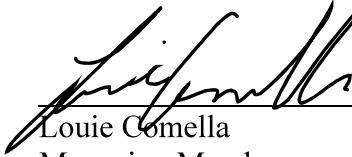
LICENSEE:

EDUCATIONAL MEDIA FOUNDATION

By: _____
Name
Title

PROGRAMMER:

I VOX RADIO, LLC

By: 

Louie Comella
Managing Member