

## TIME BROKERAGE AGREEMENT

**THIS TIME BROKERAGE AGREEMENT** (hereinafter “Agreement”), is made and entered into this 26<sup>th</sup> day of July, 2022, by and between **D’Amico Brothers Broadcasting, Corp.**, a California corporation (“Licensee”) and **Word of God Fellowship, Inc.**, a Georgia not-for-profit corporation (“Programmer”).

**WHEREAS**, Licensee, under authority of authorizations issued by the Federal Communication Commission (“FCC”), is the owner of low power digital television station KVSD-LD, licensed to San Diego, California (FCC Facility No. 14910) (“Station”);

**WHEREAS**, the Station consists of multiple channels and digital streams (collectively, “Channels”)

**WHEREAS**, Programmer desires to provide programming for and sell advertising time on the Station and its Channels (collectively, “Programming”) and Licensee desires to accept the Programming on terms and conditions that conform to the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder (collectively, the “Communications Laws”) and to this Agreement; and

**WHEREAS**, Licensee (as “Seller” thereunder) and Programmer (as “Buyer” thereunder) have entered into an Asset Purchase Agreement, dated as of even date herewith, pursuant to which Licensee shall sell and assign, and Programmer shall purchase and assume, substantially all of the assets associated with the Station (“Purchase Agreement”).

**NOW, THEREFORE**, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Licensee Transmission Facilities.** During the Term (as defined below), Licensee shall make the Station’s transmission facilities and its Channels, and all equipment therein, immediately available to Programmer so that Programmer may broadcast the Programming on the Station. Programmer shall be responsible for all costs associated with delivering the Programming to the Station. Programmer will have the right to broadcast its Programming on the Station and its Channels for up to twenty-four (24) hours each day during the Term. Notwithstanding the foregoing, (a) Licensee may, but is not obligated to, set aside such mutually-agreeable time as it may require on the Station and any Channel, during which time Licensee may broadcast public affairs programming; (b) Licensee may schedule downtime on the Station for necessary maintenance; and (c) Licensee may preempt or cancel any Programming as provided in Paragraphs 4 and 6.1 herein (collectively, “Licensee Programming”). However, Licensee acknowledges that it is familiar with the type of programming Programmer currently produces and has determined that the broadcast of such programming on the Station and the Channels would serve the public interest.

**2. Consideration, Times, Rates and Charges.**

**2.1. *Consideration.*** As consideration for the airtime made available by

Licensee hereunder during the Term, Programmer shall be responsible for reimbursing the operating expenses of the Station, as set forth on *Appendix I* (“Operating Expenses”). Reimbursements shall be made monthly within fifteen (15) business days of presentment of original invoices and/or bills.

**2.2. Licensee’s Responsibility for Expenses.** Licensee shall be solely responsible for payment, from its own account, of the direct and indirect operating costs not directly related to Programmer’s use of the facilities of the Station (subject to reimbursement of certain Operating Expenses per *Appendix I*), including but not limited to:

- (a) salaries, commissions, payroll taxes, insurance, benefits and related costs of all of Licensee’s personnel associated with the Station;
- (b) the costs of maintaining access to the Station’s transmitter site, including any property taxes, rent and/or utilities at such transmitter site, and for transmission lines between Licensee’s studio and the Station’s transmitter site (“Transmitter Site Expenses”);
- (c) income, gross receipts, excise, real estate, personal property and sales taxes related to the ownership of Licensee’s assets or the Station’s programming;
- (d) costs and expenses (including legal costs and filing fees) incurred in connection with the Station’s compliance with the Communications Laws or copyright laws; and
- (e) all annual FCC regulatory fees.

**3. Term.** The term of this Agreement shall commence as of the date hereof (“Commencement Date”), and shall continue for a period (the “Term”) ending on the earlier of: (a) one (1) year from the Commencement Date; (b) a Closing pursuant to the terms of the Purchase Agreement; (c) a termination of the Purchase Agreement pursuant to the terms thereof; or (d) termination of this Agreement pursuant to the terms hereof.

**4. Programming and Programming Standards.**

**4.1.** Programmer will furnish the artistic personnel and all material for the Programming. All Programming will be broadcast in conformity with the Communications Laws. Licensee reserves the right to review Programming prior to its proposed broadcast on the Station upon reasonable advance written notice from Licensee to Programmer, and to refuse to broadcast, suspend, preempt or cancel any Programming that does not, in Licensee’s sole discretion, meet community standards or the Communications Laws.

**5. Exclusive Right to Sell and Retain Revenues.** Programmer shall retain all of: (a) the Station’s network compensation revenues; (b) any promotion-related revenues received from any network or program supplier with respect to affiliation with such network or the broadcast by the Station as part of the Programming of any particular program; (c) revenues on account of the granting by Programmer of Programmer’s consent to the retransmission by any other medium of distribution of the Programming (if any); and (iv) all revenues from the sale of advertising time within the Programming provided by Programmer for broadcast by the Station. Programmer may

sell advertising on the Station in combination with any other broadcast stations of Programmer's choosing. Programmer shall be responsible for the payment of commissions due to any sales representative engaged by Programmer for the purpose of selling advertising which is carried during the Programming. Licensee and Programmer each shall have the right, at its own expense, to seek copyright royalty payments for its own programming.

## **6. Operation of Station.**

**6.1. *Management Authority and Control.*** Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Station during the Term. Without limiting the foregoing, Licensee's power, authority and responsibility shall include the following:

**6.1.1. Licensee Control.** Licensee shall be ultimately responsible for the control of the day-to-day operations of the Station and for complying with the Communications Laws, including employment of Licensee employees for the Station, which shall be at least one full-time managerial employee. Licensee shall retain the right to decide whether to accept or reject any programming or advertisements, the right to preempt any Program in order to broadcast a program deemed by Licensee to be of greater national, regional or local interest, and the right to take any other actions necessary for compliance with any laws, including the Communications Laws.

**6.1.2. Communications Laws Paramount.** The parties mutually agree that this Agreement will at all times be subject to the Communications Laws and that neither party will take any action which would be inconsistent with such laws. If any provision of this Agreement is deemed to be in violation of any Communications Law, the parties agree to cooperate in modifying or amending this Agreement in such a manner as is necessary to effect compliance. Programmer shall not discriminate in advertising arrangements on the basis of race or ethnicity and all agreements for the sale of advertising shall include the following clause: "KVSD-LD does not discriminate in the sale of advertising time, and will not accept advertising which is placed with the intent to discriminate on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate, or has the effect of discriminating, on the basis of race or ethnicity, is hereby declared null and void." Programmer shall maintain internal policies for demonstrating compliance with the FCC's nondiscrimination policy and shall exercise due diligence to ensure that all third party advertising arrangements contain a non-discrimination clause in compliance with the Communications Laws.

## **6.2. *Coordination of Technical Operation.***

**6.2.1. Contact.** Programmer will advise Licensee of the name, telephone number and address of the representative of Programmer who will be responsible for the Programming and who will be able to discuss matters with Licensee pertaining to the physical condition of the Station and technical matters concerning the Programming.

**6.2.2. Notice.** Programmer and Licensee will provide the other party oral notice, followed by written confirmation, of any operating deficiency regarding the Station, as soon as practical after such party has actual knowledge thereof.

**6.2.3. Station Maintenance.** Licensee shall, with the cooperation and assistance of Programmer, maintain in good working order and repair the Station's equipment. During the Term, Licensee will make the Station available to Programmer for program transmissions for the entire time that the Station is on the air, except for downtime occasioned by required maintenance and other interruptions contemplated herein. Any routine or non-emergency maintenance work affecting the ability of the Station to operate at fully-licensed power will be scheduled with at least forty-eight (48) hours prior notice to Programmer, and, to the extent possible, will not take place during a rating period; and, to the extent possible.

**6.3. Handling of Mail Telephone Calls, Etc.** Licensee shall not receive or handle mail, cables, electronic mail, facsimiles, telegraph or telephone calls (collectively, "Correspondence") in connection with the Programming unless Licensee, at the request of Programmer, has agreed in writing to do so. Programmer shall provide Licensee with the original or a copy of any Correspondence received by Programmer necessary to enable Licensee to comply with the Communications Laws.

**6.4. Payola and Plugola.** Programmer shall provide to Licensee any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter or programming with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy or announced in connection with the programming. Programmer shall at all times endeavor in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act of 1934, as amended.

**6.5. Station Identification Announcements/EAS Tests.** During all hours when Programmer is delivering the Programming, Programmer shall (i) include in the Programming, at the appropriate times, the hourly station identification announcement required to be broadcast over the Station; and (ii) maintain at the location from which the Programming is being originated a receiver capable of receiving test messages and alerts over the Emergency Alert System ("EAS"), which EAS receiver shall be continuously monitored. If an EAS test or alert is received during the hours when Programmer is delivering the Programming, Programmer shall cause the appropriate EAS test or alert message to be transmitted over the Station and shall be responsible for ensuring that the receipt and broadcast of such EAS tests and alerts are properly recorded in the Station's log.

**6.6. Sponsorship Identification.** Programmer shall include in the Programming the sponsorship identification/political advertising announcements with respect to advertising and other material included in the Programming as are required by the Communications Laws and immediately (within 24 hours or one business day) provide documentation regarding such political advertising announcements to Licensee.

**6.7. Prompt Payment of Expenses; Commissions.** Subject to *Appendix I*, Licensee shall promptly pay when due any and all expenses or obligations of any kind and nature

relating to the Station's operation, including any engineering expenses, and shall take all steps necessary to ensure the continued uninterrupted use of the Station's equipment and facilities by Programmer.

**6.8. *Contracts, etc.*** Licensee will comply with all reasonable requests of Programmer with respect to the renewal, performance and/or cancellation of all contracts (in accordance with their terms), or the entry into or the modification of such contracts, which affect Programmer's broadcasting activities with regard to the Station pursuant to this Agreement.

**6.9. *Compliance with Copyright Act.*** Programmer shall not broadcast any material on the Station in violation of the Copyright Act or the rights of any person. All music supplied by Programmer shall be (i) licensed by the program provider or by a music licensing agent such as ASCAP, BMI, SESAC, or GMR; (ii) in the public domain; or (iii) cleared at the source by Programmer. Programmer shall have in place its own ASCAP, BMI, SESAC, or GRM contracts. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Station, provided that Licensee will maintain ASCAP, BMI, SESAC, and GMR music licenses if needed for the Station subject to reimbursement by Programmer of all music license fees due for the Station under those licenses.

**6.10. *No Impeding Encumbrances.*** Except as set forth herein, throughout the Term, Licensee shall not take any action that would give rise to a lien or encumbrance on any of the Station's assets, or take any action that could or would impede or prevent full and complete access to and use of the Station's facilities by Programmer for the transmission of the Programming and the full performance by Licensee and by Programmer of their obligations under this Agreement.

**7. Programmer Cooperation With Licensee.** Programmer shall cooperate with Licensee to allow Licensee to comply with the Communications Laws in the operation of the Station, including without limitation Licensee's responsibilities set forth in Paragraph 6 hereof.

**8. Responsibility for Expenses**

**8.1. *Programmer Production Costs, Licenses and Fees.*** Programmer shall be solely responsible for the salaries, payroll taxes, insurance and related costs for all personnel used by Programmer in the production of its Programming and advertising sales, and for any publicity or promotional expenses incurred by Programmer. Programmer shall be directly responsible for all copyright fees attributable to the Programming, including fees charged to Programmer by any performance rights organization, programming provider, network or syndicator. Programmer also shall pay for any audience ratings service, marketing analysis, demographic studies or program consulting services. Programmer shall not be obligated to perform on any programming agreements entered into by Licensee prior to the commencement date of this Agreement, but will be entitled to assume such agreements that Programmer, in their sole discretion, wish to assume.

**8.2. *Licensee Personnel.*** Licensee shall not be responsible for the personnel associated with the Programming.

**9. Force Majeure.** Any failure or impairment of facilities or any delay or interruption in broadcasting Programming, or failure at any time to furnish facilities, in whole or in part, for broadcasting due to acts of God, strikes or threats thereof or any other *force majeure* or due to causes beyond the control of Licensee, shall not constitute a breach of this Agreement and in such case, Licensee will not be liable to Programmer.

**10. Compliance with Law.** Programmer agrees that, throughout the Term, Programmer will comply with all laws and regulations applicable and Programmer acknowledges that Licensee has not urged, counseled or advised the use of any unfair business practice.

**11. Indemnification.**

**11.1. *By Programmer.*** Programmer and its officers, directors, agents, members and stakeholders, employees, and any assigns thereof will indemnify and hold and save Licensee and its officers, directors, agents, members and stakeholders, employees, and any assigns thereof harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights or privacy, infringement of copyrights and proprietary rights, FCC forfeitures or from any liability (including legal fees and other expenses incidental thereto) resulting from the Programming. Further, Programmer warrants that the broadcast of the Programming will not violate any rights of others, and Programmer agrees to hold Licensee and its officers, directors, agents, members and stakeholders, employees, and any assigns thereof from any and all claims, damages, liability, costs and expenses, including reasonable counsel fees (at trial and on appeal), arising directly or indirectly, from the production or broadcast of the Programming. Programmer's obligation to hold Licensee harmless against the liabilities specified above shall survive any termination of this Agreement.

**11.2. *By Licensee.*** Licensee shall indemnify and hold and save Programmer and its officers, directors, agents, members and stakeholders, employees, and any assigns thereof from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description arising out of Licensee's broadcasts on the Station to the extent permitted by law.

**11.3. *Notice and Cooperation.*** As a condition precedent to the indemnity obligation of any party hereto, the party requesting indemnification ("Indemnatee") shall give the other party ("Indemnitor") notice of any such claim for indemnity within ten (10) days after Indemnatee has knowledge or notice thereof and the Indemnatee must cooperate and assist the Indemnitor in the defense of such claim and shall not settle, adjust, compromise, interfere with or otherwise admit or pay such claim without the prior written consent of the Indemnitor.

**12. Events of Default.**

**12.1. *By Programmer.*** The occurrence of any of the following events shall be an "Event of Default" hereunder after the expiration of the applicable grace or cure periods, as set forth in Paragraph 13 hereof:

**12.1.1. Non-Payment.** Programmer's failure to pay the Operating Expenses.

**12.1.2. Default in Covenants.** Programmer's uncured default in the material observance or performance of any material covenant, condition or agreement contained in this Agreement or the Purchase Agreement.

**12.1.3. Violation of Licensee Programming Standards.** If Programmer consistently fails to conform the Programming materially in compliance with the Communications Laws.

**12.1.4. Breach of Warranties and Representations.** If any material representation or warranty made by Programmer in this Agreement or the Purchase Agreement shall prove to have been false or misleading in any material respect when made or furnished.

**12.1.5. Default Under or Termination of Purchase Agreement.** If Programmer shall be in default of any material term of the Purchase Agreement.

**12.1.6. Insolvency, Bankruptcy, Liquidation.** If Programmer shall: (a) make an assignment for the benefit of creditors, (b) generally not be paying its debts as they mature, (c) admit its inability to pay its debts as they mature, (d) become insolvent or bankrupt (howsoever such insolvency or bankruptcy may be evidenced), (e) petition, consent or acquiesce to a petition by any other party by any tribunal for the appointment of any receiver, custodian, liquidator or trustee of or for it or any substantial part of its assets, (f) commence, consent or acquiesce to any proceeding relating to it under any bankruptcy, reorganization, readjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, or (g) have commenced against it, any of the foregoing proceedings and the same shall not be dismissed within sixty (60) days or an order, judgment or decree approving the petition in any such proceeding shall be entered against Programmer.

**12.1.7. Misrepresentation of Material Fact.** If any representation or warranty made by Programmer to Licensee in this Agreement or the Purchase Agreement that materially adversely affects any of the properties, assets, or proposed business of Licensee, or any certificate or statement furnished by or on behalf of Programmer to Licensee in connection with the transactions contemplated herein or therein, contains or will contain any untrue statement of a material fact. Notwithstanding the foregoing, Programmer shall not be considered to be in breach or default of Paragraph 12.1.7, and Licensee shall have no rights or remedies with respect thereto, unless the failure of any of such representations, covenants, and warranties to be true, accurate, and complete results in a material adverse effect on the Station or the transactions contemplated by this Agreement.

**12.2. *By Licensee.*** The occurrence of any of the following events shall be an "Event of Default" hereunder after the expiration of the applicable grace or cure periods, as set forth in Paragraph 13 hereof:

**12.2.1. Willful Failure to Broadcast Programming.** Licensee's willful failure to broadcast Programming where such failure is not a result of the exercise of Licensee's rights set forth herein.

**12.2.2. Breach of Warranties and Representations.** If any material representation or warranty made by Licensee in this Agreement or the Purchase Agreement shall prove to have been false or misleading in any material respect when made or furnished.

**12.2.3. Default Under or Termination of Purchase Agreement.** If Licensee shall be in default of any material term of the Purchase Agreement or if the Purchase Agreement shall have been terminated for any reason other than a breach by Licensee.

**12.2.4. Insolvency, Bankruptcy, Liquidation.** If Licensee shall: (a) make an assignment for the benefit of creditors, (b) generally not be paying its debts as they mature, (c) admit its inability to pay its debts as they mature, (d) become insolvent or bankrupt (howsoever such insolvency or bankruptcy may be evidenced), (e) petition, consent or acquiesce to a petition by any other party by any tribunal for the appointment of any receiver, custodian, liquidator or trustee of or for it or any substantial part of its assets, (f) commence, consent or acquiesce to any proceeding relating to it under any bankruptcy, reorganization, readjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, or (g) have commenced against it, any of the foregoing proceedings and the same shall not be dismissed within sixty (60) days or an order, judgment or decree approving the petition in any such proceeding shall be entered against Licensee.

**12.2.5. Misrepresentation of Material Fact.** If any representation or warranty made by Licensee to Programmer in this Agreement or the Purchase Agreement that materially adversely affects any of the properties, assets, or proposed business of Programmer, or any certificate or statement furnished by or on behalf of Licensee to Programmer in connection with the transactions contemplated herein or therein, contains or will contain any untrue statement of a material fact. Notwithstanding the foregoing, Licensee shall not be considered to be in breach or default of Paragraph 12.2.5, and Programmer shall have no rights or remedies with respect thereto, unless the failure of any of such representations, covenants, and warranties to be true, accurate, and complete results in a material adverse effect on Programmer or the transactions contemplated by this Agreement.

**13. Cure Period for Default.** An Event of Default shall not be declared hereunder if any party shall default in or fail to observe or carry out any of its covenants under this Agreement and such covenant can be fully and completely remedied or cured within twenty (20) days without harm or damage to the non-defaulting party. For clarity, there shall be no cure period for financial defaults by Programmer hereunder.

**14. Remedies Upon Event of Default.**

**14.1. *Event of Default by Programmer.*** Upon the expiration of any applicable grace period provided under Paragraph 13 hereof, if any, related to an Event of Default under Paragraph 12.1 hereof, Licensee shall have the right to declare an Event of Default under this Agreement. Upon declaration by Licensee of an Event of Default hereunder Licensee shall have the right to exercise any of its rights and remedies provided for under this Agreement, including without limitation the right to terminate this Agreement and to refuse to make available to Programmer any further broadcast time on the Station.

**14.2. Event of Default by Licensee.** Upon the expiration of any applicable grace period provided under Paragraph 13 hereof, if any, with respect to an Event of Default under Paragraph 12.2 hereof and provided that Programmer is not otherwise in breach or default of this Agreement, if applicable, then Programmer shall have the right to terminate this Agreement by sending Licensee a written Notice of Termination. Upon declaration by Programmer of an Event of Default hereunder and after delivery of such Notice of Termination, Programmer shall have the right to exercise any of its rights and remedies provided for under this Agreement, including without limitation the following:

**14.2.1.** Programmer shall have no further obligation to make payments under this Agreement except for amounts due and owing for obligations or liabilities incurred prior to the date of Programmer's Notice of Termination; and

**14.2.2.** Programmer shall have the right to any amounts that may be due and payable by Licensee under this Agreement or the Purchase Agreement.

**15. Termination of Agreement Other Than by an Event of Default.** Except as specifically provided herein, and subject to the provisions of Paragraph 16 hereunder, this Agreement may be terminated by either party, *provided, that* the terminating party is not in breach or default under this Agreement, with ten (10) days' prior written notice if (i) there has been a change of law as provided in Paragraph 30 of this Agreement, or (ii) the FCC otherwise adopts a final Rule or Order which has the effect of rendering the substantial operating provisions of this Agreement contrary to the public interest, convenience and necessity pursuant to such Rule or Order, or (iii) a federal or state court of competent jurisdiction in the State of California declares this Agreement to be null and void and of no further effect.

**16. Liabilities Upon Termination.** Upon the effective date of the termination of this Agreement, whether by operation of default, expiration or otherwise:

**16.1.** Licensee shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities. Programmer solely shall be responsible for all of its liabilities, debts and obligations to third-parties incident to the Programming, including without limitation accounts payable. Subject to the other portions of this paragraph, so long as this Agreement is not terminated as a result of Programmer's breach or default, Licensee agrees that it will cooperate with Programmer to discharge any remaining obligations of Programmer in the form of airtime following the termination of this Agreement.

**16.2.** No expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under Paragraph 11 hereof or limit or impair any party's rights to receive or make payments due and owing in accordance with this Agreement on or before the date of such termination.

Programmer shall return to Licensee any of Licensee's equipment and property used by Programmer, its employees or agents, in substantially the same condition as such equipment or property existed as of the date hereof, ordinary wear and tear excepted. In addition, Programmer shall pay all debts and obligations resulting from its use of the Stations' air time and transmission facilities, including, without limitation, accounts payable and net barter balances relating to the

period on and after the Commencement Date and through the effective date of termination of this Agreement and shall be entitled to the revenues and other credits for that period.

17. **Authority and Capacity.** Licensee and Programmer represent that they are legally qualified, empowered and able to enter into this Agreement and have full authorization from their governing boards. Licensee has heretofore complied with and will continue to comply with all laws, rules and regulations governing the business, ownership and operations of the Station that are material to this Agreement. No attendant contracts and undertakings, nor the carrying out of this Agreement, will result in any violation of or be in conflict with any material judgment, decree, order, statute, law, rule or regulation of any governmental authority applicable to Licensee, or any material contract, agreement, lease, license, permit, franchise or indenture applicable to Licensee, Programmer, or the Station.

18. **Assignment.** This Agreement shall inure to the benefit of and be binding upon Licensee and Programmer and their respective successors and permitted assigns; provided, however, that neither party shall, except to an entity under common control, assign or transfer its rights and benefits, nor delegate its duties and obligations, under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

19. **Trademarks.** Licensee hereby grants to Programmer during the Term of this Agreement an unlimited license to use any and all trademarks, service marks, patents, trade names, jingles, slogans, logotypes, logograms and other intangible assets and rights owned and used or held for use by Licensee in conjunction with the Station, or any of them. Licensee agrees to execute such additional documentation as may be necessary or desirable in order to effectuate the license granted under this Paragraph.

20. **No Waiver; Remedies Cumulative.** No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement will operate as a waiver of that right or power, nor shall any single or partial exercise of any such right of power; nor shall any single or partial exercise of any such right of power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right of power. The rights and remedies of Licensee and Programmer provided in this Agreement are cumulative and are not exclusive of any right or remedies that either may otherwise have.

21. **Appendices.** All appendices and attachments referred herein are deemed part of this Agreement and equally binding on the parties.

22. **Headings.** The headings of the provisions for this Agreement are included for convenience only, and no such heading shall in any way alter the meaning of any provision.

23. **Counterpart Signatures.** This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original but all of which, together will constitute one and the same instrument and binding on the parties, notwithstanding that the parties are not signatory to the original or the same counterpart.

24. **Notices.** Any notice required under this Agreement shall be in writing and any

payment, notice or other communications shall be deemed given when delivered personally, by overnight delivery service, electronic mail (with “read” receipt) or mailed by certified mail, postage prepaid, with return receipt requested, and addressed as follows:

**If to Programmer:** Word of God Fellowship, Inc.  
Attn: Arnold Torres, Secretary  
3901 Highway 121 South  
Bedford, TX 76201  
Email: [arnold.torres@daystar.com](mailto:arnold.torres@daystar.com)

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

Mark B. Denbo, Esq.  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, N.W., Suite 301  
Washington, D.C. 20016  
Email: [mdenbo@fccworld.com](mailto:mdenbo@fccworld.com)

**If to Licensee:** D’Amico Brothers Broadcasting Corp.  
Attn: Richard D’Amico  
1119 Mission Road #353  
Fallbrook CA 92028  
Email: [rdamico50@gmail.com](mailto:rdamico50@gmail.com)

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

Kathleen Victory, Esq.  
Fletcher, Heald & Hildreth, P.L.L.C.  
1300 North 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, Virginia 22209  
Email: [victory@fhhlaw.com](mailto:victory@fhhlaw.com)

Any party hereto may change its or his address for the purpose of receiving notices, demands and other communications as herein provided, by a written notice given in the aforesaid manner to the other parties hereto. The receipt for deposit with the U.S. Mail or courier service specified herein shall establish the date of such notification or communication. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on a Saturday, Sunday, a federal legal holiday or legal holiday by law in the State of California, the last day for such notification, communication or action shall be extended to the first date thereafter which is not a Saturday, Sunday or such legal holiday.

**25. Entire Agreement.** This Agreement and the Purchase Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between them relating to the subject matter hereof. No amendment or waiver of any provision of this Agreement shall be binding unless executed in writing by the party to be bound thereby. The parties intend that this Agreement be in full compliance with the

Communications Laws. If the FCC orders that the parties change any term of this Agreement, then the parties will attempt to do so, consistent with said FCC order and the overall intent of this Agreement.

**26. Construction.** The language used in this Agreement will be deemed to be language chosen by the parties to express their mutual intent. In the event an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any person or entity by virtue of the authorship of any of the provisions of this Agreement.

**27. Severability.** If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, this shall not affect any other provision; and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Agreement.

**28. FCC Certifications.**

**28.1. *By Licensee.*** Licensee hereby certifies that it has, and shall maintain ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel and programming. Licensee represents and warrants that this certification may be relied upon by the FCC and Programmer.

**28.2. *By Programmer.*** Programmer hereby certifies that the arrangement with Licensee as set forth herein and as contemplated in all aspects of operation is and shall remain in compliance with the Communications Laws concerning time brokerage agreements and duplicated programming. Programmer represents and warrants that this certification may be relied upon by the FCC and Licensee.

**29. Termination as a Matter of Law.** The Agreement shall terminate if the FCC adopts and enacts any rule or regulation or issues any final order, decision or decree which dictates that the transaction contemplated by this Agreement constitutes a violation under the Communications Laws.

**30. Attorneys' Fees.** If any suit is instituted to compel compliance with the provisions of this Agreement and/or to recover damages for the breach thereof, the prevailing party shall be entitled, in addition to any other remedies, to reimbursement of all reasonable litigation expenses, including reasonable attorneys' fees.

**31. Further Assurances.** From time to time after the date of this Agreement, the parties shall take such further actions and shall execute such further documents, assurances and certificates, as either party reasonably may request of the other party in order to effectuate the purposes of this Agreement.

**32. No Partnership Or Joint Venture Created.** Nothing in this Agreement shall be construed to make Licensee and Programmer partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.

**33. Governing Law; Jurisdiction; Venue.** This Agreement and the rights of the parties hereto shall be governed, construed and interpreted in accordance with the internal laws of the State of California, without giving effect to the choice of law principles thereof. Jurisdiction and venue for any action arising from or in relation to this Agreement or any provision hereof shall be exclusively in a federal or local court located in or near Seattle, Washington, and each party hereby submits to the jurisdiction of and venue in any such court as the agreed exclusive jurisdiction and venue for any such action.

**[Signature Pages Follow]**

**SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

**PROGRAMMER:**

**Word of God Fellowship, Inc.**

  
By: ARNOLD TORRES  
Title: BUSINESS ADMINISTRATOR/SECRETARY

**LICENSEE:**

**D'Amico Brothers Broadcasting, Corp.**

By: Richard D'Amico  
Title: President

**SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

**PROGRAMMER:**

**Word of God Fellowship, Inc.**

\_\_\_\_\_  
By:

Title:

**LICENSEE:**

**D'Amico Brothers Broadcasting, Corp.**



\_\_\_\_\_  
By: Richard D'Amico

Title: President