

TIME BROKERAGE AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of March, 2016, by and between WCVC, Inc., a Florida corporation ("Licensee"), and Divine Word Communications, an Alabama non-profit corporation ("Broker"):

WHEREAS, Licensee holds a license from the Federal Communications Commission (the "Commission") to operate AM Broadcast Station WCVC, 1330 kHz, Tallahassee, Florida, FCC Facility ID # 71303 ("the Station"); and

WHEREAS, Licensee and Broker have had a time brokerage agreement in place prior to the date hereof, and wish to replace said agreement with the instant Time Brokerage Agreement

WHEREAS, Licensee wishes to sell to Broker and Broker wishes to purchase from Licensee the broadcast time on the Station, subject to the terms, conditions and regulations set forth below; and

WHEREAS, the parties are desirous of adhering to all rules and regulations of the Commission;

NOW, THEREFORE, the parties agree as follows:

1. **Sale and Purchase of Broadcast Time**. Commencing at 12:01 a.m. Eastern Time on March 1, 2016 and ending on March 1, 2018 or upon the date upon which Licensee and Broker consummate the transactions proposed in FCC File No. BAL-20151231ACJ, whichever is earlier, Licensee hereby sells to Broker and Broker

purchases from Licensee all of the broadcast time on the Station, twenty-four (24) hours per day, seven (7) days per week, subject to the rules and regulations set forth in this Agreement. Licensee consents to Broker's presentation of Roman Catholic radio programming identical or similar to that currently presented on Broker's other stations in the state of Florida. This Agreement replaces and supersedes that certain "Time Brokerage Agreement/Asset Purchase Agreement" dated December 9, 2011 as to the time brokerage relationship between Licensee and Broker. The "Asset Purchase Agreement" dated as of November 30, 2015 between Licensee and Broker remains in full force and effect. Broker's rights under this Agreement are subject to the following:

a. In the event Licensee determines that additional attention should be directed to particular community needs, Broker will cooperate to ensure that the Station's locally produced programming serves those needs. Such programs shall be aired on the Station between 7 a.m. and 11 a.m. on Sunday mornings.

b. Licensee will ensure that the Station complies with all applicable laws and regulations pertaining to radio broadcasting, including but not limited to the following:

(i) Maintenance of the Station's main studio and the local public inspection file (Public File) required by 47 C.F.R. §§73.3526;

(ii) Ascertainment of the problems, interests and needs of the Station's service areas and quarterly insertion of

the so-called "issues and programs" lists in the Station' Public File;

(iii) Presentation of programming responsive to community issues;

(iv) The giving of hourly station identifications;

(v) Compliance with all applicable operating technical requirements stated in the Commission's Rules;

(vi) Compliance with those provisions of the Communications Act of 1934, as amended, and the Commission's Rules pertaining to political broadcasting and personal attacks;

(vii) Compliance with those provisions of the Communications Act of 1934, as amended, and the Commission's Rules pertaining to sponsorship identification, obscene and indecent programming and false and misleading advertising or programming;

(viii) Supervision and direction of the employees of the Licensee (i.e., the General Manager and the Chief Engineer);

(ix) Control of finances of the Station; and

(x) Compliance with the Station' obligations under the FCC's "EAS" and emergency broadcasting rules.

2. **Termination for Cause.** Licensee has the right to terminate this agreement in the event that it has given written notice of an occurrence of one or more violations of the restrictions stated in this paragraph to Broker, hand-delivered to the address stated below, and within ten business days of receipt of said notice Broker has failed to cure said violations, where Broker:

- a. Materially breaches any provision of this Agreement;
- b. Fails to cooperate with Licensee in complying with the rules, regulations and policies of the Commission, including but not limited to any of the regulations stated in paragraph 1 above;
- b. Engages in unfair or deceptive trade practices, unfair competition or employment discrimination in its brokerage of the broadcast time on the Station;
- c. Takes any action which is in violation of the Rules and Regulations of the Commission or the Communications Act of 1934, as amended, or which subjects the Station to a civil forfeiture under said regulations and/or Act;
- d. Causes to be broadcast any material which violates any other federal, state or local law or ordinance relating to the following: lottery broadcasts; tobacco advertising; liquor, beer or wine advertising; fortune telling; drugs or controlled substances; or interference with law enforcement authorities;
- e. Causes to be broadcast any material which contains any pictures or statements which are violative of the following regulations:
 - (i) Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization;
 - (ii) No invitation by a minister or other individual appearing on a program to have listeners come and visit him or her for consultation or the like shall be made if

such invitation implies that the listeners will receive consideration, monetary gain, or cures for illness;

(iii) Any exhortation to listeners to bring money to a church affair or service is prohibited if the exhortation, affair, or service contains any suggestion that miracles, cures or prosperity will result;

(iv) The offering for sale of religious artifacts or other items for which listeners would send money is prohibited unless such items are readily available in ordinary commerce or are clearly being sold for legitimate fund-raising purposes;

(v) Any invitations to the audience to meet at places other than the church and/or to attend other than regular services of the church are prohibited if the invitations, meeting, or service contain any claim that miracles, cures or prosperity will result;

(vi) Any claims of miracles or cures not documented in biblical scripture and quoted in context are prohibited; e.g., this prohibits the minister and/or other individual appearing on the program from personally claiming any cures or miracles and also prohibits the presentation of any testimonials regarding such claims either in person or in writing;

(vii) The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited;

(viii) References to "dream books", the "straight line", or other direct or indirect descriptions or solicitations relative to the "numbers game", or the "policy game", or any form of gambling other than a state lottery or licensed horse or greyhound race track supplied and paid for by the state lottery agency or racing commission licensee are prohibited;

(ix) References to chapter and verse numbers, paragraph numbers, or song numbers which involved three digits should be avoided and, when used, must relate to the overall theme of the program; and/or

(x) The following programs or announcements shall not be broadcast whatsoever: (A) false or unwarranted claims for any product or service; (B) infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition; (C) any programs or announcements that are slanderous, obscene, indecent, profane, vulgar, repulsive or offensive, either in theme or in treatment; (D) any testimonials which cannot be authenticated; and (E) any advertising matter or announcement which may in the opinion of Licensee be injurious or prejudicial to the interests of the public, or honest advertising and reputable business in general.

f. Disobeys any reasonable and lawful direction from Licensee.

g. Fails to pay the Monthly Expenses on time (as that term is defined below).

3. **Facilities.** During the term of this Agreement, Licensee will insure that its broadcasting transmission facilities for the Station remain available for the broadcasting of programs at the maximum power permitted by the Station's license, and without any degradation of picture, sound or signal other than may be caused by normal terrain or atmospheric factors, during the hours of operation stated in the Station's FCC license, 7 days per week, subject to normal periods of maintenance.

4. **Compensation.** The brokerage fee to be made by Broker to Licensee under this agreement shall be that which is stated in Schedule A hereto. This fee is in addition to the monthly reimbursement by Broker to Licensee for expenses described in Section 5 below (the "Monthly Expenses"). Broker shall pay the Monthly Expenses in advance by the first day of each month.

5. **Licensee's Payment of Expenses.** The parties agree and understand that their ability to enter into and carry out this Agreement is based upon the case law decisions of the Commission and its Mass Media Bureau. The parties recognize that, so long as it is the licensee of the Station, Licensee must bear all expenses associated with control of the Station' facilities. Therefore, Licensee shall bear at its own expense the following:

a. The salaries, commission, payroll taxes, insurance and all other related costs of employees hired by Licensee to oversee the operation of the Station. In this regard, Licensee will employ, at a minimum, one full-time management-level person, and one full-time staff level person, at the main studio

for the Station, to work at the Station during normal business hours. Such management-level person will be responsible for overseeing all operational aspects of the Station.

b. All (A) lease obligations in connection with property leased (if any) to Licensee, (B) utility bills for utility services at the Station's main studio/office location(s) and their tower/transmitter sites, (C) telephone system maintenance costs and local exchange and long distance telephone service costs for Licensee's telephone system(s) and usage at the Station's main studio/office location(s) and at the Station's tower/transmitter sites, (D) costs of engineering and technical personnel necessary to assure compliance with the FCC's rules and published policies and maintenance and repair of the Station's transmitting and microwave relay facilities, (E) all liabilities and obligations under all contracts to which Licensee is a party relating to the business and operations of the Station, (F) premiums for insurance maintained by Licensee, (G) real and personal property taxes, (H) business, license and FCC regulatory fees, and (I) reasonable maintenance and repair costs for the Station's studio, transmission and production equipment;

c. Filing of all Commission forms, including but not limited to FCC Form 323, and the preparation of quarterly issues/programs lists, and maintenance of the Station's public file in accordance with 47 CFR §73.3526.

d. Any capital improvements made by Licensee for the Station; and

e. All fines imposed by the Commission or by any other governmental authority arising from the operation of the Station.

6. **Broker's Payment of Expenses.** In addition to those expenses enumerated in paragraph 5 supra, Broker will bear the following expenses incurred by the Station in connection with programming, sales and promotions provided by it. This includes:

a. All compensation paid to all personnel provided to the Station by Broker, including salaries, insurance provided as an employee benefit, workmen's compensation, and pension plans, if any;

b. All commissions due to persons generating underwriting support and to fund raising representatives and/or agencies acting on behalf of Broker;

c. All fees paid for programming, news and/or sales support services related to Broker's provision of programming on the Station;

d. All costs of the Station's promotions and advertising;
and

e. All music licensing fees (i.e., BMI, ASCAP, SESAC) incurred as a result of Broker's programming airing on the Station.

7. **Bankruptcy; Insolvency.** In the event that either party is voluntarily or involuntarily subject to a petition in bankruptcy before a United States Bankruptcy Court, the other party shall have the right to rescind this agreement

unilaterally without penalty. Likewise, in the event that either party is subject to a state court proceeding relative to any insolvency on its part, the other party shall have the right to rescind this agreement unilaterally without penalty.

8. **Special Events**. Licensee reserves the right, in its discretion, to provide news, public affairs and other non-entertainment programming to meet its obligation to the Commission to serve the public interest, convenience and necessity. In addition, Licensee reserves the right to require Broker to broadcast special events of importance to the public within the Station' primary service contour. In all such cases, Licensee will use its best efforts to give Broker reasonable notice of its intention to require such broadcasts.

9. **Payola**. Broker represents that neither it nor its employees, contractors or agents will accept any compensation or any type of gift or gratuity of any kind whatsoever, regardless of its value or form, including but not limited to, a commission, discount, bonus, materials, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with the Communications Act of 1934, as amended, and/or the Rules and Regulations of the Commission. Broker agrees to provide upon request of Licensee an affidavit or affidavits containing representations that Broker and all of its employees,

contractors or agents are aware of the Station' "payola" policy and will abide by it.

10. **Brokers**. There are no business chance brokers (or any other person or entity who would be entitled to a "finder's fee" or commission) involved on behalf of either party in the coming together of the parties to reach this Agreement.

11. **Representations of Licensee**. Licensee makes the following representations which it agrees are material in inducing Broker to enter into this Agreement:

a. That Licensee is a corporation with substantial experience in the broadcasting industry possessing the requisite legal capacity to freely enter into this agreement and to be bound according to its terms, and that it is entering into this agreement voluntarily and without duress of any kind; and

b. That this Agreement constitutes the legal, valid and binding obligation of Licensee enforceable in accordance with its terms;

c. That there are no agreements in existence pertaining to the Station which would prevent or hinder Licensee from performing under this Agreement; and

d. That there are no administrative, civil or criminal legal actions, pending or threatened, affecting the Station.

12. **Representations of Broker**. Broker makes the following representations which it agrees are material in inducing Licensee to enter into this Agreement:

a. That Broker is its an Alabama non-profit corporation with substantial experience in the broadcasting industry

possessing the requisite corporate and legal authority to freely enter into this agreement and to be bound according to its terms and that it is entering into this agreement voluntarily and without duress of any kind;

b. That this Agreement constitutes the legal, valid and binding obligation of Broker enforceable in accordance with its terms; and

c. That there are no agreements in existence which would prevent or hinder Broker from performing under this Agreement;

13. **Labor Agreements.** It is expressly agreed and understood that Licensee is not a party to any labor or union agreement. Licensee has neither hired any labor nor promised any employment or independent contractor positions at the Station to anyone.

14. **Expenses.** Other than as expressly agreed upon herein, each party shall bear its own expenses in connection with the signing and consummation of this Agreement.

15. **Assignability.** Either Party may assign this agreement to another entity controlled by a majority of its board of directors, shareholders or members. Any other assignment of transfer shall require the prior written consent of the other Party, said consent not to be unreasonably withheld.

16. **Notices.** All notices required or permitted to be given hereunder shall be in writing and copies shall be

effective when sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to Licensee:

Mr. Wendell H. Borrink, President
WCVC, Inc.
19W721 Governors Trail
Oak Brook, IL 60523

If to Buyer:

Mr. Gene Church, President
Divine Word Communications
Post Office Box 866
Midland, TX 32591

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

Dennis J. Kelly, Esquire
Law Office of Dennis J. Kelly
Post Office Box 41177
Washington, DC 20018-0577

17. **Headings.** The headings of the paragraphs of this Agreement are for the convenience of the parties only, and do not in any way modify, interpret or construe the meaning of the provisions hereof.

18. **Entire Agreement.** This Agreement constitutes the entire and whole agreement of the parties respecting the local marketing agreement for the Station, and may not be modified, amended or changed in any way unless in writing signed by all of the parties hereto. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof, or the

right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

19. **Successors and Assigns.** This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. An assignment or transfer shall not relieve the parties of their obligations to guarantee the prompt performance of any and all of the obligations hereunder.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

21. **47 C.F.R. §73.3555(a)(3)(ii) Certification.** Licensee hereby verifies that, any provision of this Agreement notwithstanding, it maintains ultimate control over the Station's facilities, including specifically control over the finances, personnel and programming of the Station. Broker hereby verifies that its relationship with the Station complies with the provisions of Section 73.3555(a) of the Commission's Rules, which governs the maximum number of commercial broadcast Station in which one party may have an attributable interest.

22. **Accounts Receivable Provision.** All accounts receivable of the Station derived from development messages and/or donations airing on the Station on or after the date hereof shall be for the account of Broker.

23. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be considered an original

counterpart, and shall become a binding Agreement when the parties shall have each executed one counterpart.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

LICENSEE

WCVC, INC.

By _____
Wendell Borrink
President

BROKER

DIVINE WORD COMMUNICATIONS

By _____
Gene Church
President

SCHEDULE A

The payment for the broadcast time to be purchased pursuant to this Time Brokerage Agreement shall be THREE THOUSAND FOUR HUNDRED DOLLARS (\$3,400.00) PER MONTH. Broker will be responsible for paying any music licensing fees incurred through the broadcasting of its programming over the Station. Broker will pay for all other expenses of the Station incurred by it as a part of providing programming to the Station pursuant to this Agreement.