

REBROADCAST AND CONSTRUCTION AGREEMENT

THIS REBROADCAST AND CONSTRUCTION AGREEMENT (this “Agreement”) is made and entered into as of December 8, 2016, by and between **Freedom Farm Bible Church, Inc. d/b/a Pittsford Educational Broadcasting Foundation**, a Michigan non-profit corporation (“Pittsford”) and **NOBCO, Inc.**, an Ohio corporation (“NOBCO”).

RECITALS

WHEREAS, Pittsford holds a modified construction permit, File No. BMPFT-20161122ACR (the “Modified Permit”) from the Federal Communications Commission (“FCC”), authorizing the construction of a new FM translator station, W232CM, Archbold, Ohio, FCC Facility ID No. 142063 (the “Station”);

WHEREAS, The Modified Permit specifies operation from the transmitter site of WMTR-FM, Archbold, Ohio, FCC Facility ID No. 48957 (“WMTR-FM”);

WHEREAS, Pittsford and NOBCO are concurrently entering into an Asset Purchase Agreement (“APA”) for the sale of the Station to NOBCO;

WHEREAS, subject to the terms set forth herein, Pittsford is willing to direct, control, and supervise the construction of the facilities for the Station as authorized in the Modified Permit, and NOBCO is willing to assist in such construction; and

WHEREAS, subject to the terms set forth herein, Pittsford is willing to designate WMTR-FM (its analog stream or digital HD stream, as specified by NOBCO) as the primary station to be rebroadcast by the Station.

NOW, THEREFORE, taking the foregoing recitals into account, the parties agree as follows:

1. Agreement Term. The term of this Agreement (the “Term”) begins on the date of hereof, and unless terminated earlier pursuant to the provisions of this Agreement, shall end on the earliest of: (i) the expiration of the Modified Permit without a license to cover application having been timely filed; (ii) in the event the APA is entered into, the Closing Date as defined in the APA; and (iii) in the event the APA is entered into, the date of the termination of the APA according to its terms, unless the Term is extended by Pittsford as provided in Section 5.

2. Construction of “Turn-Key” Facilities. Upon FCC issuance of the Modified Permit, under Pittsford’s direction, control and supervision, NOBCO (at NOBCO’s sole expense) shall use commercially reasonable efforts to arrange and implement, prior to the expiration date of the Modified Permit, “turn-key” transmitting facilities for the Station in accordance with the requirements of the FCC, the Modified Permit and generally-accepted engineering standards (the “Turn-Key Facilities”).

3. Lease of Turn-Key Facilities. During the Term hereof, once the Modified Permit facilities are constructed to Pittsford’s commercially reasonable satisfaction, NOBCO

agrees to lease to Pittsford, and Pittsford agrees to lease from NOBCO, the Turn-Key Facilities for a rental fee as specified in *Schedule I*. Pittsford shall use the Turn-Key Facilities solely to operate the Station as specified in the Modified Permit. The Turn-Key Facilities will be used by Pittsford in all material respects in accordance with the FCC authorizations for the Station, the Communications Act of 1934, as amended, and applicable FCC rules, regulations and policies. During the Term, subject to Pittsford's direction, control, and supervision, NOBCO shall perform at its expense all commercially reasonably necessary maintenance and repair of the Turn-Key Facilities.

4. License to Cover, Operations, and Primary Station. Upon Pittsford's confirmation that the facilities for the Station have been constructed as authorized pursuant to the Modified Permit, Pittsford will use commercially reasonable efforts to file with the FCC prior to the expiration of the Modified Permit an application for a license to cover the Modified Permit and to initiate operations of the Station. Upon commencement of operations and during the Term, Pittsford agrees to rebroadcast WMTR-FM (analog stream or a digital HD stream, as specified from time to time by NOBCO) as the Station's primary station (the "Primary Station"). Pittsford acknowledges that it is familiar with the type of programming the Primary Station broadcasts, and has determined that the rebroadcast of such programming by the Station would serve the public interest. NOBCO hereby acknowledges that the Station is a secondary service, and that Pittsford shall have no further obligation to rebroadcast the Primary Station on the Station in the event that as a result of such secondary status the Station can no longer operate or must operate at reduced power or other modification.

5. Continued Lease and/or Acquisition of the Turn-Key Facilities. In the event the APA is terminated without a Closing thereunder, Pittsford shall have the option, at its sole discretion, to continue to lease the Turn-Key Facilities for a period of four (4) additional months, designating at its option an alternative qualifying primary station, for a rental fee as specified in *Schedule I*. During that four (4) additional month period, Pittsford shall have the option to acquire title to the removable translator-only equipment constituting the Turn-Key Facilities from NOBCO at its invoiced cost in order to allow Pittsford to relocate such equipment to a new location at Pittsford's expense.

6. Operation, Ownership, and Control of the Station. Notwithstanding anything to the contrary in this Agreement, as long as Pittsford remains the holder of the FCC authorizations for the Station, it shall have the full authority, power and control over the construction and operation of the Station and shall retain control over the policies, programming and operations of the Station. Nothing contained herein shall prevent Pittsford from: (a) rejecting or refusing programs which Pittsford believes to be contrary to the public interest; or (b) substituting programs which Pittsford believes to be of greater local or national importance, or which are designed to address the problems, needs, and interests of the local communities. Pittsford reserves the right to refuse to broadcast any programming containing matter which violates any right of any third party, or which constitutes a "personal attack" as that term has been defined by the FCC. Pittsford also reserves the right to refuse to broadcast any programming which does not meet the requirements of the rules, regulations, and policies of the FCC. Pittsford

further reserves the right to preempt any programming in the event of a local, state, or national emergency.

7. [Intentionally Omitted.]

8. Expenses. During the Term, NOBCO shall be responsible for: (a) the costs of equipment procurement and equipment installation for the Turn-Key Facilities (which such equipment shall be the property of NOBCO, subject to the provisions of Section 5); (b) the costs of delivering the Primary Station signal to the Station; and (c) the costs of retransmitting the Primary Station on the Station, including without limitation the cost of maintaining, operating, and procuring utilities for the Turn-Key Facilities. Pittsford shall be responsible for the costs of its supervision of the construction and operation of the Station.

9. Nondiscrimination. In accordance with Paragraphs 49 and 50 of FCC Report and Order No. FCC 07-217, NOBCO shall not discriminate in any contract for advertising in programming rebroadcast on the Station on the basis of race or ethnicity. All such contracts shall be evaluated, negotiated, and completed without regard to race or ethnicity. NOBCO shall include a clause to such effect in all contracts for advertising in programming rebroadcast on the Station, and, if requested, shall provide Pittsford written confirmation of compliance with such requirement.

10. Events of Default; Termination.

10.1 NOBCO's Events of Default. The occurrence of any of the following shall be deemed an Event of Default by NOBCO under this Agreement: (a) NOBCO fails to observe or perform its obligations contained in this Agreement in any material respect; or (b) NOBCO breaches the representations and warranties made by it under this Agreement in any material respect.

10.2 Pittsford Events of Default. The occurrence of the following shall be deemed an Event of Default by Pittsford under this Agreement: (a) Pittsford fails to observe or perform its obligations contained in this Agreement in any material respect; or (b) Pittsford breaches the representations and warranties made by it under this Agreement in any material respect.

10.3 Cure Period. Notwithstanding the foregoing, an Event of Default shall not be deemed to have occurred until five (5) business days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default, and such Event of Default remains uncured.

10.4 Termination in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 10.3, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

11. Indemnification/No Cause of Action. NOBCO shall indemnify, defend, and hold harmless Pittsford from and against any loss, liability, cost, or expense (including reasonable attorneys' fees) arising from the broadcast of the Primary Station on the Station, including without limitation any claim of copyright infringement, indecency, libel, slander, defamation, invasion of privacy, and violations of any FCC or other applicable rule or policy. The obligations under this Section shall survive any termination of this Agreement. Provided NOBCO uses commercially reasonable efforts, Pittsford shall have no cause of action against NOBCO for any losses or damages if the Station is not constructed and/or does not initiate operations by the construction deadline specified in the Construction Permit.

12. Authority. NOBCO and Pittsford each represent and warrant to the other that: (a) it has the power and authority to enter into this Agreement, and to consummate the transactions contemplated hereby; (b) it is in good standing in the jurisdiction of its organization, and is qualified to do business in all jurisdictions where the nature of its business requires such qualification; (c) it has duly authorized this Agreement, and this Agreement is binding upon it; and (d) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

13. Relationship of Parties. Neither NOBCO nor Pittsford shall be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

14. Force Majeure. The failure of either party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof, or a force majeure or due to causes beyond such party's control, shall not constitute an Event of Default under this Agreement, and neither party shall be liable to the other party therefore. NOBCO and Pittsford each agrees to exercise commercially reasonable efforts to remedy the conditions described in this Section as soon as practicable.

15. Subject to Laws. The obligations of the parties under this Agreement are subject to the rules, regulations, and policies of the FCC and all other applicable laws. The parties agree that Pittsford and NOBCO may file a copy of this Agreement with the FCC if required by the FCC.

16. Certain Interpretive Matters and Definitions. Unless the context otherwise requires: (a) all references to Sections, Schedules, and Exhibits are to the Sections, Schedules, and Exhibits of this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; and (d) words in the singular include the plural, and vice versa.

17. Assignability; No Third Party Rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and permitted assigns.

Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement without prior written consent of the other party, which such consent shall not be unreasonably withheld.

18. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement shall be effective unless in writing and signed by all parties. No failure or delay on the part of Pittsford or NOBCO in exercising any right or power under this Agreement shall operate as a waiver of such right or power, nor shall any single or partial exercise of any such right or power or the exercise of any other right or power.

19. Headings. The headings set forth in this Agreement are for convenience only, and will not control or affect the meaning or construction of the provisions of this Agreement.

20. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Ohio without giving effect to the choice of law provisions thereof. Any action, suit, or proceeding brought by any party to this Agreement relating to or arising out of this Agreement or any other agreement, instrument, certificate, or other document delivered pursuant hereto (or the enforcement hereof or thereof) must be brought and prosecuted as to all parties in, and each of the parties hereby consents to service of process, personal jurisdiction and venue in, the state and Federal courts of general jurisdiction located in Ohio.

21. Notices. Any notice pursuant to this Agreement shall be in writing, and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Pittsford: Freedom Farm Bible Church, Inc.
 d/b/a Pittsford Educational Broadcasting Foundation
 9400 East Beecher Road
 Pittsford, MI 49271
 Attention: Dr. Cary Coleman, President

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

Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Matthew H. McCormick, Esq.

if to NOBCO: NOBCO, Inc.
 303-1/2 North Defiance Street
 Archbold, OH 43502
 Attention: Max Smith, Jr., President

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

Repp Law Firm
1629 K Street, NW, Suite 300
Washington, DC 20006-1631
Attention: Marissa G. Repp, Esq.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart signature page to this Agreement by e-mail shall be deemed sufficient to render this Agreement effective.

23. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal, or unenforceable in any respect, under any applicable law, this Agreement shall be construed with the invalid, illegal, or unenforceable provision deleted, and the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

24. Entire Agreement. This Agreement and the schedules hereto embody the entire agreement and understanding of the parties hereto, and supersedes any and all prior agreements, arrangements, and understandings relating to the matters provided for herein.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO REBROADCAST AND CONSTRUCTION AGREEMENT

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

PITTSFORD:

**FREEDOM FARM BIBLE CHURCH, INC.
D/B/A PITTSFORD EDUCATIONAL
BROADCASTING FOUNDATION**

By: Cary Coleman
Name: Cary Coleman
Title: President

NOBCO:

NOBCO, INC.

By: _____
Name: Max Smith, Jr.
Title: President

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PITTSFORD:

**FREEDOM FARM BIBLE CHURCH,
INC. D/B/A PITTSFORD EDUCATIONAL
BROADCASTING FOUNDATION**

By:

Name: Cary Coleman
Title: President

NOBCO:

NOBCO, INC.

By:

Name: Max Smith, Jr.
Title: President

Schedule I

During the Term, while the Station is rebroadcasting the Primary Station designated by NOBCO, the monthly rental fee due from Pittsford to NOBCO shall be ONE DOLLAR (\$1.00).

For those periods during the Term while the Station is not rebroadcasting the Primary Station designated by NOBCO, the monthly rental fee due from Pittsford to NOBCO shall equal the utility expenses for the Station for such period plus any out-of-pocket maintenance and repair expenses for the Turn-Key Facilities incurred by NOBCO.