

PROGRAMMING AGREEMENT

This **PROGRAMMING AGREEMENT** ("Agreement") is made as of February 1, 2016, by and between LIGHT OF LIFE MINISTRIES, INC. d/b/a WORSHIP RADIO NETWORK, a Maine not-for-profit corporation ("Licensee") and HORIZON CHRISTIAN FELLOWSHIP d/b/a RENEWFM, a Massachusetts not-for-profit corporation ("Programmer"). Licensee and Programmer are sometimes referred to herein, individually, as a "Party," and together as the "Parties."

WHEREAS, Licensee is the Federal Communications Commission ("FCC") licensee of Noncommercial Educational Station WWRN, Facility Id. No. 176844, Rockport, Massachusetts, Station WMDR (AM), Facility Id. No. 37469, Augusta, Maine, and FM Translator Station W232CU, Facility Id. No. 145328, Augusta, Maine (the "Stations"); and

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

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

1. **Term.** The term of this Agreement shall commence as of February 1, 2016 (hereinafter the "Effective Date"), and shall end July 31, 2016 (hereinafter the "Term"), unless earlier terminated in accordance with the other provisions of this Agreement. Programmer shall have the option to renew the Term for an additional six (6) month period with Licensee's advance written consent. This Agreement will terminate in the event Programmer acquires Station WWRN.

2. **Programming.** Subject to the terms of this Agreement, Programmer agrees to provide and Licensee agrees to broadcast on the Stations Programmer's noncommercial educational Christian and/or family-friendly based programming (the "Programming"). The Programming shall begin February 1, 2016 for Station WWRN, and on March 20, 2016 for Stations WMDR and W232CU (collectively, the "Commencement Date").

3. **Hours of Programming.** After the Commencement Date, Programmer will supply the Programming 24 hours per day, seven days per week, for so long as long as this Agreement remains in force, and Licensee will transmit all programming supplied by Programmer, except as otherwise provided in Sections 4 and 5 below and subject to the provisions set forth in Section 15 below with respect to *force majeure*. Programmer will provide all such programming, produced at its own cost and expense.

4. **Reservation of Time.** After the Commencement Date, Licensee specifically reserves for its own use two hours per week of programming time (the "*Reserved Time*") during which it may broadcast programming of its own choice. Unless otherwise mutually agreed upon by the parties, Licensee may run its programming during the Reserved Time on Sundays between

the hours of 7:00 a.m. and 9:00 a.m. If Licensee elects not to use the Reserved Time, Programmer may use that time.

5. Licensee's Regulatory Obligations.

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

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

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

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

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

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

6. Operation of the Stations.

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

(b) Licensee shall be solely responsible for and shall pay in a timely manner all operating costs of the Stations, including costs of maintaining and repairing the studio facilities, the tower facilities, the Stations' transmitters and antennae, the cost of electricity and other utilities, rental payments, taxes and the salaries, taxes, insurance and related costs for all personnel employed by the Stations, and all performance rights licenses with respect to the Stations, subject to Section 8 below.

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

(d) Programmer shall be responsible for the salaries, taxes, insurance and related costs for all Programmer personnel used in production of the Programming. Programmer shall provide Licensee with certifications of insurance for General Liability and Professional Media Liability Insurance prior to assuming programming operations of the Stations. The certificates must specify coverage for each Station.

(e) Programmer shall report any technical issues or loss of transmission for the Stations within twenty-four (24) hours of detection of such a problem to Joel Epley, Director of Technical Services, at (207) 215-0811 or (207) 622-1340. If Mr. Epley cannot be reached, Programmer shall contact Bill Thrasher, General Manager, at (207) 622-1340 ext. 411 or (207) 330-9813, or by e-mail at manager@worshipradionetwork.org.

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

8. Consideration. In consideration of the mutual promises and covenants set forth in this Agreement, after the Effective Date and for the remaining term hereof,

In the event of a renewal pursuant to Section 1 above, Licensee reserves the right to adjust the reimbursement fees if the cost of operations have increased or decreased during the Term.

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

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

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

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

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

(d) Licensee shall maintain a main studio, as that term is defined by the rules and regulations of the FCC. Licensee shall maintain an appropriate public inspection file, and shall maintain that file as may be required by present or future FCC rules and regulations.

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

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

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

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

(d) Programmer possesses and will maintain all rights necessary to broadcast the Programming on the Stations, provided that the Licensee shall maintain at its expense all necessary BMI, ASCAP, SESAC and other performance rights licenses. Programmer shall prepare a Quarterly Program and Issues Report ("P&I") in accordance with Section 73.3527(e) (12) of the FCC's Rules. Programmer will provide its P&I to Licensee within ten (10) days after the closing calendar quarter. The P&I shall be e-mailed to manager@worshipradionetwork.org or mailed to: Public File, Worship Radio Network, 160 Riverside Drive, Augusta, ME 04330.

12. Termination.

(a) In addition to other remedies available at law or in equity, either Programmer or Licensee may terminate this Agreement by written notice to the other (provided that the terminating party is not then in material default hereunder) if such other party is in default under this Agreement and has failed to cure such default within thirty (30) days after receiving notice of breach from the terminating party.

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

(c) Either party may terminate this Agreement at its sole discretion upon sixty (60) days prior written notice to the other party delivered via certified mail or another shipping source that certifies delivery by signature of the receiving party.

In the event of termination, all rights and privileges granted to Licensee hereunder shall forthwith cease and terminate and revert to Programmer for Programmer's sole and exclusive use and disposition, and Licensee shall cease any further use of Programmer's Programming and signal and the content thereof, including without limitation any titles, names, logos, slogans, jingles, trademarks, copyrights, ideas, formulas, general program content and/or other literary, musical, artistic or creative material broadcast by or associated with Programmer.

13. Indemnification.

(a) Programmer shall indemnify, defend and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description (hereinafter referred to as "*Loss and Expense*"), arising out of: (i) the content of programming furnished by Programmer under this Agreement; (ii) any misrepresentation or breach of any warranty of Programmer contained in this Agreement; and (iii) any breach of any covenant, agreement, or obligation of Programmer contained in this Agreement.

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

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

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

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

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

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

if to Licensee, to: Light of Life Ministries, Inc. d/b/a Worship Radio Network
160 Riverside Drive
Augusta, ME 04330
Attention: Bill Thrasher

with a copy (which shall
not constitute notice) to: Lee G. Petro
Drinker Biddle & Reath, LLP
1500 K Street, NW
Washington, DC 20005

if to Programmer, to: Horizon Christian Fellowship d/b/a RenewFM
356 Broad Street
Fitchburg, MA 01420
Attention: George Small

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

Matthew H. McCormick
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street
Arlington, VA 22209

19. Entire Agreement; Modifications. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and shall replace in its entirety any other agreement or understanding between the parties regarding the subject matter hereof. No amendment or modification of this Agreement shall be binding on either party hereto unless first reduced to writing and signed by both parties hereto.

20. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Maine, and shall be convened only in a court in the city of Augusta, Maine.

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

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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

**LIGHT OF LIFE MINISTRIES, INC. d/b/a
WORSHIP RADIO NETWORK**

By:



Bill Thrasher
General Manager

**HORIZON CHRISTIAN FELLOWSHIP d/b/a
RENEW FM**

By:



George Small
Pastor/General Manager