

## **REBROADCAST AGREEMENT**

**THIS REBROADCAST AGREEMENT** is made this 28th day of March, 2018, by and between **NEW BEGINNINGS MOVEMENT INCORPORATED**, an Indiana nonprofit corporation ("Licensee") and **TOM TAYLOR AND DIANA TAYLOR**, residents of the State of Indiana ("Programmer") (together the "Parties").

### **RECITALS**

**WHEREAS**, Licensee owns and holds a valid and unexpired license issued by the Federal Communications Commission (the "FCC") for FM Translator Station W249DG, Facility No. 141722 (the "Station"), pursuant to authorizations issued by the Federal Communications Commission ("FCC" or "Commission"); and

**WHEREAS**, Programmer is licensee of Station WJCP(AM), North Vernon, Indiana (the "Primary Station"); and

**WHEREAS**, Licensee is willing to allow the Primary Station to be broadcast on the Station under the terms and conditions as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual promises set forth herein, Licensee and Programmer, intending to be bound legally, hereby agree as follows:

**Scope.** Except as otherwise set forth in this Agreement, during the Term (defined below) Licensee agrees to (i) cooperate with Programmer in seeking a modification of the Station's Construction permit to allow for the rebroadcast of the Primary Station; and (ii) following construction of such modification, to rebroadcast the Primary Station. Programmer will transmit its programs to Licensee's transmitting facilities, at Programmer's expense, via a mode of transmission permitted by the rules of the FCC (e.g., satellite facilities, microwave facilities and/or telephone lines or over the air) that will ensure that the programs' transmission signals meet technical and quality standards and in no event lower than the standards required at any time during the Term by the FCC Rules. Programmer's content shall be consistent with FCC Rules and regulations.

2. **Payments.** In consideration for the broadcast of Programmer's programs on the Station pursuant to this Agreement during the Term of this Agreement, Programmer shall pay Licensee as set forth on Schedule A attached hereto.

3. **Term.** The term of this Agreement shall be for a period of 70 months commencing upon the commencement of operations by Programmer (the "Term"), unless sooner terminated in accordance with this Agreement.



4. **Modification of Permit.** Licensee warrants and agrees with Programmer that it will fully cooperate in filing a request for modification of the Station and issuance of a Construction Permit to allow the Licensee's translator to be moved to the Programmer's location for use at the transmitter site of Programmer's Primary Station (as set forth in the FCC's *Third Report and Order Pertaining to AM Improvement*), the grant of which would permit the Licensee to allow use of the Station for rebroadcast of Programmer's Primary Station (the "Modification Application"). Programmer shall reimburse Licensee for all reasonable expenses (including attorneys' fees) incurred in conjunction with such filings.

5. **Program Content and Licensee Control.**

Programmer shall furnish or cause to be furnished, at its expense, the personnel and materials for the programming to be broadcast on the Primary Station and upon grant of the Modification Application and commencement of operations by the Station at the modified transmitter site, for the rebroadcast on the Station. Such programs shall not be in violation of the FCC Rules or the Communications Act of 1934, as amended (the "Communications Act") or any law or regulation applicable to such programming. The broadcast of all such programming shall be subject to the control of Licensee.

6. **Station Facilities.**

6.1 **Operation of Station.** Following grant of the Modification Application, Programmer, under the supervision of Licensee, shall construct the modification to the Station in accordance with the Construction Permit, and thereafter will operate throughout the Term of this Agreement in compliance in all material respects with the authorizations issued to it by the FCC and all applicable FCC Rules.

Throughout the Term of this Agreement, Licensee shall devote all of its broadcast time to the rebroadcast of the Primary Station. Licensee shall use commercially reasonable efforts to schedule any routine or non-emergency maintenance work requiring the Station to be off the air or affecting the operation of the Station at full power or with the appropriate day or night antenna operation with at least forty-eight (48) hours prior notice to the Programmer, and Licensee shall use its reasonable efforts to (i) minimize interruptions in the operation of the Station or reductions in power as a result of any such maintenance work, and (ii) schedule such maintenance work during the hours of midnight to 6:00 a.m., except, however, such routine maintenance work which by its nature must be undertaken during daylight hours. Licensee will cooperate with Programmer to allow Programmer to adjust the audio processing as needed.

6.2 **Interruption of Normal Operations.** If during the Term the Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities (including downtime occasioned by routine maintenance not to

exceed ten (10) hours per month between 12 midnight and 5 a.m. local time (referred to as "Off-Air" as more fully defined below)), Programmer shall promptly notify Licensee, and Programmer, under the supervision of Licensee shall use commercially reasonable efforts to undertake such repairs as are necessary to restore full-time operation of the Station with its maximum authorized facilities as expeditiously as possible following the occurrence of any such loss or damage.



7. **Responsibility for Expenses.**

7.1 Programmer shall be solely responsible for all costs associated with delivering the programming audio signal, suitable and ready for broadcast, to Licensee's transmission facilities.

7.2. Licensee shall be responsible for paying all other direct operating costs of the Station, subject to reimbursement to as provided in Attachment A.

8. **Station Identification.** Programmer will be responsible for the proper broadcast of FCC-required Station identification announcements, and Programmer shall include in its programming all required Station identification announcements in full compliance with the FCC Rules. During the Term, Licensee shall retain all rights to the Station's call letters.

9. **Force Majeure.** Any failure or impairment of facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to causes beyond the reasonable control of Licensee, shall not constitute a breach of this Agreement and Licensee will not be liable to Programmer. In the event that the Station remains off the air for a period of more than thirty (30) consecutive days due to causes beyond the reasonable control of Licensee, Programmer shall have the right, upon five (5) business days prior written notice to Licensee, to terminate this Agreement, provided that no Event of Default shall then be in existence hereunder as a result of a breach by Programmer of its obligations under this Agreement.

10. **Right to Use the Programs.** The right to use the programs to be furnished hereunder by Programmer and to authorize their use in any manner and in any media whatsoever shall be, and remain, vested in Programmer subject, however, to the rights of others (including, without limitation, copyright rights, trademark and service mark rights and other intellectual property rights) in and to the programs.

11. **Compliance with Law.** Programmer agrees that, throughout the Term of this Agreement, Programmer will comply and ensure that the content of its programs comply with all applicable laws, rules, regulations, and policies of all governmental bodies including, without limitation, all FCC Rules.

12. **Indemnification.**

Programmer shall indemnify and hold the Licensee harmless against all liability for indecency, libel, slander, unfair competition or trade practices, infringement of trade marks, service marks, trade names or program titles, violation of rights of privacy and infringement of copyrights and other proprietary rights resulting from or caused by the actions or inactions of the Indemnifying Party with respect to the Station, and from and



against any and all other claims, damages and causes of action resulting from the broadcast of programming furnished by the Programmer (or any liability resulting from the broadcast of the Programmer's programming) or any breach by the Programmer of its obligations under this Agreement. Further, the Programmer shall hold the Licensee and its employees and agents harmless from any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from the broadcast of its programs on the Station. The Programmer's obligation to hold the Licensee harmless against the liabilities specified above shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.

13. **Events of Default; Cure Periods and Remedies.**

13.1. Events of Default. The following shall, after the expiration of the applicable cure periods (if any) set forth in Section 13.2 (Cure Periods), each constitute an "Event of Default" under this Agreement:

Non-Payment. Programmer's failure to pay when due the Monthly Fees and any other amounts payable by Programmer under this Agreement; or

Default in Covenants. Either party fails to perform in any material respect any covenant, condition or agreement contained herein; or

Bankruptcy. Either party (i) shall make a general assignment for the benefit of creditors, (ii) files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee, or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party has not been dismissed or discharged within sixty (60) days thereof; or

Breach of Representation. Either party breaches any representation or warranty made by it herein made by either party hereto in any material respect.; or

- (e) Cessation of Broadcast on Primary Station. In the event that Programmer ceases broadcasting on Primary Station, the last date and time on which Programmer's content is heard on Primary Station will be the last date and time on which Programmer's content shall be heard on Station and the Parties will immediately endeavor to wrap up any and all remaining obligations to each other under this Agreement.

13.2. Cure Periods. A non-monetary 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 (to include electronic message) specifying the event or events that if not cured would constitute an event of default and



specifying the action necessary to cure the default within such period. This period may be extended for a reasonable period of time (not to exceed 60 days), if the defaulting party is acting in good faith to cure the default and such delay is not materially adverse to the other party. Where an Event of Default arises from Programmer's failure to fully and timely make payments provided for in this Agreement, such an Event of Default shall not be deemed to have occurred until five (5) business days after Licensee shall have provided the Programmer with written notice specifying the non-payment; *provided, however,* that if such a non-payment occurs more than two times in any calendar year, then there shall be no cure period for any additional Programmer monetary default under this Agreement.

13.3 Termination Upon Default; Remedies. Upon the occurrence of an Event of Default that is not timely cured as provided above, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. If Programmer has defaulted in the performance of its obligations hereunder, Licensee shall be under no further obligation to rebroadcast the Primary Station following the calendar month in which such Event of Default shall have occurred. Except as otherwise provided herein, all Programmer obligations to make any payments owed to Licensee through the date of termination under this Agreement shall survive any termination of this Agreement, and Programmer shall make such payments promptly after termination.

14. Representations and Warranties. Both Licensee and Programmer represent that they are legally qualified, empowered, and able to enter into this Agreement, and that the execution, delivery, and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which either party is subject or by which it is bound. Each party hereto represents and warrants that it has taken all necessary corporate and other necessary action to make this Agreement legally binding on such party, and that the individual signing this Agreement on behalf of such party has been fully authorized and empowered to execute this Agreement on behalf of such party.

15. Liabilities Upon Termination.

15.1 Programmer shall be responsible for all debts and obligations of Programmer to third parties based upon the purchase of air time on the Station. Any and all tax obligations of Licensee are the sole responsibility of Licensee, and any and all tax obligations of Programmer are the sole responsibility of Programmer.

15.2. If Programmer terminates this Agreement pursuant to the terms hereof, Programmer shall have no further obligations or liabilities to Licensee under this Agreement, except for the indemnification obligations set forth in Section 12 hereof and the obligations set forth in Section 13.1 above, and the obligation to immediately pay in full to Licensee all sums owed by Programmer to Licensee under this Agreement.



16. **Option to Purchase Station.** Upon payment of the full amounts due in Attachment A, Programming shall have the right to Purchase the license for the Station and all assets used in conjunction with the Station. It is understood and agreed that an application for Commission Consent to the assignment of the FCC Permits of the Station from Licensee to Programmer ("Assignment Application") may be filed should the Programmer exercise the Option.

Upon FCC approval of the Assignment Application, and consummation of the purchase of the Station, this Time Brokerage Agreement shall terminate, with no further liability of either party thereunder.

Programmer agrees that if there exists an uncured default on its part, that the Licensee, at his discretion, may terminate the Option Agreement subsequent to ten (10) days written notice of default and the failure to timely cure said default.

17. **Notices.** All necessary notices, demands, and requests permitted or required under this Agreement shall be in writing and shall be delivered by overnight courier, first class mail, registered, certified or express mail, return receipt requested, postage prepaid, or by hand-delivery or facsimile transmission, addressed as follows:

If to Licensee:

New Beginnings Movement Inc  
P.O. Box 846  
Greenfield, IN 46140

If to Programmer:

Tom Taylor and Diane Taylor  
Box 728  
North Vernon, IN 47265

or to such other address or facsimile number as the respective addressee may indicate by written notice. Each notice, demand, request or communication which shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested.

18. **Modification and Waiver.** No modification of any provision of this Agreement shall in any event be effective unless the same shall be in writing and executed by the parties hereto and then such modification shall be effective only in the specific instance and for the purpose for which given.

## **SCHEDULE A TO REBROADCAST AGREEMENT**

### **Payments**

**1. Monthly Fee Payment Schedule and Term:**

\$500.00 per month

The Term is "month to month" based upon the payment schedule above.

At such time as the total amount presented equals \$35,000.00, for the sum of \$1.00 the Station License will be assigned to Programmer.

Such payments shall be secured by a first lien on Programmer's broadcast equipment and the transmitter site used in conjunction with the Primary Station.

**Monthly Fees.** Programmer shall be responsible for all programming, production and technical costs required to deliver the rebroadcast programming to the Station. Programmer shall also be responsible for reimbursement to Licensee all costs incurred in conjunction with the maintenance and repair of the equipment used in conjunction with the operation of the Station.