



Customer Experience Team  
Customer Relations  
BMI Licensing

March 14, 2016

Devon Price  
KCPZ-LF  
PO Box 9804  
Kansas City MO 64134

Dear Mr. Price:

Thank you for returning your agreement. Enclosed is an executed copy of your License Agreement signed by Michael Steinberg, Senior Vice President, Licensing.

If we can be of any assistance to you in the future, please contact your representative by phone at (800) 206-7671 or via e-mail at [customerrelations@bmi.com](mailto:customerrelations@bmi.com)

On behalf of the entire family of BMI songwriters, composers and music publishers, thank you for playing BMI music.

Sincerely,

Encl: Executed BMI License Agreement



10 Music Square East, Nashville, Tennessee 37203-4399  
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**BMI**

**BROADCAST MUSIC, INC.  
LOW POWER FM NON-COMMERCIAL LICENSE**

AGREEMENT, made this 1st day of March, 20 16 <sup>✓ JS</sup>, between  
BROADCAST MUSIC, INC., a corporation organized under the laws of the State  
of New York (hereinafter called "BMI") with principal offices at 7 World Trade  
Center, 250 Greenwich St, New York, NY 10007-0030, and

MAR 15 2016

Concrete Truth Community Network  
FCC Licensee

A corporation organized under the laws of the State of MO

An LLC organized under the laws of the State of \_\_\_\_\_

A partnership organized under the laws of the  
State of \_\_\_\_\_ and consisting of \_\_\_\_\_

An individual residing at \_\_\_\_\_

(hereinafter called "Low Power FM Broadcaster") with offices located at

1734 E. 63<sup>rd</sup> st ste. 320

City of Kansas City State of MO Zip Code 64110

Telephone: 816-266-3701 E-Mail: praise95fm@concrete  
truthmedia.com

1. Definitions:

a) "Low Power Radio Broadcasting" shall mean over-the-air aural broadcasting in all of its forms. It does not include Internet or other online transmissions.

b) "Station" shall mean and be restricted to the low power radio broadcasting station presently located at 1734 e. 63<sup>rd</sup> st Kansas Mo 64110 ste. 320, having the call letters KCPZ-LP and the frequency of 95.3 FM.

c) The "Term" of the license shall begin on March 1, 2016 and end on December 31, 2017. Each calendar year within the Term is a

1-1-16 (GB)

d) "Works" shall mean all of the musical compositions for which BMI controls the right to grant non-dramatic public performing rights at the time of the performance during the Term.

2. BMI hereby grants to Low Power FM Broadcaster, for the term hereof, a non-exclusive license to publicly perform by radio broadcasting on Low Power FM Broadcaster's station any or all of the Works. The performances licensed hereunder may originate at any place, whether or not such place is licensed to publicly perform any Works, and regardless of the manner, means or methods of such origination. Nothing in this agreement shall be deemed to grant a license to anyone authorizing any public performance in such other place of any Works.

3. The annual license fee for each Contract Year of the Term is as follows:

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
\$319	\$325	\$332	\$339	\$345

The annual license fee for the initial Contract Year is payable upon execution of this License Agreement, and will be pro-rated on a monthly basis if the initial Contract Year is less than a full calendar year. The fee for each subsequent Contract Year will be billed annually and will be due and payable to BMI on or before January 15 of each Contract Year. BMI may impose a late charge of 1.5% per month on any payment received by BMI more than thirty (30) days late.

4. As long as Low Power FM Broadcaster is not in default or arrears in payment under this License Agreement, BMI agrees to indemnify, save and hold harmless and to defend Low Power FM Broadcaster, its advertisers and their advertising agencies, its officers, employees, and artists, from and against all claims, demands and suits that may be made or brought against them or any of them with respect to the performance under this License Agreement of any Works; provided that this indemnity shall not apply: (a) to broadcasts of any Works performed by Low Power FM Broadcaster after written request from BMI to Low Power FM Broadcaster that Low Power FM Broadcaster refrain from performance thereof or (b) with respect to Works for which BMI's affiliates have exercised their right to restrict pursuant to Paragraph 10 below. Low Power FM Broadcaster agrees to give BMI immediate notice of any such claim, demand or suit and agrees immediately to deliver to BMI all papers pertaining thereto. BMI shall have full charge of the defense of any such claim, demand or suit and Low Power FM Broadcaster shall cooperate fully with BMI therein.

5. LOW POWER FM BROADCASTER WARRANTS THAT IT OPERATES SOLELY FOR RELIGIOUS, CHARITABLE, EDUCATIONAL OR GOVERNMENTAL PURPOSES, OPERATES UNDER THE LOW POWER FM GUIDELINES SET FORTH BY THE FCC AND THAT NONE OF ITS REVENUES INURES DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY PRIVATE SHAREHOLDER OR INDIVIDUAL.

6. Low Power FM Broadcaster may not assign this license except to an entity acquiring the Station's FCC license, and assignment to such entity and acceptance in form approved by BMI of the application of the Station hereunder (the date of such assignment and acceptance, the "Assignment Effective Date"), the Station shall be relieved of liability for any obligations from the date of assignment going forward under this License Agreement as long as all information required to be furnished to BMI pursuant to paragraph 9 and all fees due BMI under this License Agreement prior to the Assignment Effective Date have been delivered and paid, respectively, to BMI. Any assignment contrary to this paragraph shall be void ab initio. This License Agreement shall inure to the benefit of and shall be binding upon the parties and their

7. With the specific exception of disputes which may be within the jurisdiction of the United States district court having jurisdiction under the Final Judgment entered on November 18, 1994 in United States v. Broadcast Music, Inc., No. 64-civ-3787, all disputes of any kind, nature or description arising in connection with the terms and conditions of this License Agreement shall be submitted to the American Arbitration Association in the City and State of New York for arbitration under its then-prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties hereto shall by written notice to the other have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint a third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

8. This License Agreement will terminate automatically and immediately if the Station engages in any commercial broadcasting or if, for any reason, Low Power FM Broadcaster fails to maintain its FCC license as required in paragraph 5 herein, or is otherwise forbidden to broadcast. BMI may terminate this License Agreement upon thirty (30) days' notice if Low Power FM Broadcaster fails to timely make any payment or submit any reports required hereunder; or upon sixty (60) days' notice if BMI also simultaneously cancels the license agreements of all other licensees of the same class and category as Low Power FM Broadcaster. Termination hereunder shall be in addition to any and all other remedies that BMI may have at law or in equity.

9. Upon reasonable notice, Low Power FM Broadcaster agrees to furnish BMI lists and certain required information concerning its performances of all musical works on forms provided by BMI. Such lists need not be furnished for more than one (1) week of each year of the term.

10. On notice, BMI may, effective upon such notice, withdraw from the license granted hereunder any Work as to which any legal action has been instituted or a claim made that BMI does not have the right to license the performing rights in such Work or that such Work infringes another composition.

11. All notices shall be in writing and mailed to the party of whom such notice is required or permitted to be given, by United States mail, postage prepaid addressed to said party at its mail office for the transaction of business or by such other method as the parties agree to in writing. Any notice sent to BMI shall be to the attention of the Senior Vice President of Licensing. Any notice sent to the Station shall be sent, at BMI's option, to the attention of the person signing this License Agreement on behalf of the Station or to the General Manager, Business Manager or owner of the Station. This License Agreement constitutes the entire understanding between the parties, cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties. This License Agreement, its validity, construction and effect shall be governed by New York law, without giving effect to the conflicts of law principles which would result in the application of any law other than New York law. The fact that any provisions herein are found to be void or unenforceable by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provisions. No waiver by BMI of full performance of this License Agreement by the Station in any one or more instances shall be deemed a waiver of the right to

terminate this License Agreement in accordance with its terms. This License Agreement may be executed in counterparts and by facsimile signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**LOW POWER FM BROADCASTER**

By Devon Price  
Signature  
Devon Price  
Print Name of Signatory  
CEO/President  
Title of Signatory

**BROADCAST MUSIC, INC.**

By \_\_\_\_\_  
Signature  
Michael Steinberg  
Print Name Michael Steinberg  
Senior Vice President, Licensing  
Title of Signatory

**Station Profile Information**

Program Format: Urban Gospel  
FCC Licensee Name: Concrete Truth Community Network  
Station Address: 1734 E. 63<sup>rd</sup> st. ste. 320  
Kansas City MO 64110  
Station Phone Number: 816-266-3701 Station Fax Number: \_\_\_\_\_  
Billing Address: P.O. Box 9804  
Kansas City MO 64134  
General Manager: Devon Price  
Billing Contact: Devon Price Billing Contact Title: \_\_\_\_\_  
Billing Contact Phone: 816-305-5575 Billing Contact Fax: \_\_\_\_\_  
Billing Contact E-Mail: Praise95fm@concretetruthmedia.com  
Tax ID Number: 46-1892383 Station Website Address: Praise95fm.com

Are you using music on your station's website? Yes  No

**1. Date Sale Closed (if new station, enter actual on-air date)** March 17, 2014  
Month/Date/Year 1-1-16 **GP**

Business Type:  
 Corporation - incorporated in the state of MO  
 LLC - incorporated in the state of \_\_\_\_\_  
 Partnership  
 Individual



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