



2018-19 WESTWOOD ONE NCAA BASKETBALL INTENTION FORM

Return this form to your WWO rep at 646-285-0178 (fax) or by email to: [sportsteam@westwoodone.com](mailto:sportsteam@westwoodone.com)

Call Letters: KGON City/State: Guyton, OK FM Translator and Frequency: \_\_\_\_\_

Name and email of Main Contact: Andy Houser andy@kgamradio.com

Name and email of Traffic Contact: Erica Parrish Erica.P@manradio.com

Name and email of Billing Contact: Erica Parrish Erica.P@manradio.com

Address for Notices to Station: 1632 S. Haize Rd, Wichita, KS 67209

By its signature below, Broadcaster confirms its obligation to broadcast on Station and fill out complete and accurate affidavits for all games and programming which it is obligated to broadcast pursuant to the attached schedule and the 2018-19 NCAA basketball affiliation agreement. Blackout restrictions apply.

**NCAA Tournament Vignettes:** Station must broadcast NCAA Tournament Vignettes (comprised of 30 seconds of content and 30 seconds of network commercials) as follows: three (3) times per day, one in each of the following dayparts: 6a-10a, 10a-3p, 3p-7p local time, Monday - Friday from March 4 - April 8. On March 18 and April 8 only, Station must broadcast such vignettes six (6) times per day (twice per daypart). On March 21 and March 22 only, Station must broadcast such vignettes once per day 6a-10a.

**This Week in the NCAA:** Station must broadcast "This Week In The NCAA" (a 3-minute short-form feature) once per week between Friday and Sunday, 6a-9p, for one (1) year: Insert Start Date: 1/1/19  
Day and time (local) of Broadcast: 5:30p / Fridays

For NCAA Men's Tournament games only (including the Tournament Today pregame), Station **must** either (or in the case of option 2, Station may elect to do both):

(1) **Westwood One Sports.com Hyperlink (free):** Include on its main website a hyperlink to [www.westwoodonesports.com](http://www.westwoodonesports.com) to include a stream of all Westwood One Tournament game broadcasts.

(2) **Provide a direct stream of the Tournament games (fee applies):** Contingent upon paying a streaming fee to Westwood One in advance of the Tournament, Station may provide a direct live stream of the Tournament games as broadcast on the radio to Station's listeners.

\_\_\_\_\_  
**INITIAL HERE TO ELECT TO STREAM THE NCAA TOURNAMENT AND PAY THE ONE-TIME STREAMING FEE. FEE= \$100**

UNDER NO CIRCUMSTANCE SHALL STATION STREAM ANY NCAA BROADCAST OR CONTENT PROVIDED BY WESTWOOD ONE, EXCEPT THE TOURNAMENT GAMES AS LISTED ABOVE. WESTWOOD ONE MAY TERMINATE THE NCAA AGREEMENT FOR ANY VIOLATION THEREOF.

Broadcaster: \_\_\_\_\_

Westwood One, LLC: \_\_\_\_\_

Station Call Letters: KGV

Name: \_\_\_\_\_

Games, Matchups, Dates and Times are subject to change. Games listed with an (\*) indicate an approximate airtime

Men's Regular Season (SELECT 16 GAMES MINIMUM)				Airtime (ET)	YES	NO
1-a	Wednesday	November 14	Michigan @ Villanova	6:15 PM	✓	
1	Saturday	December 22	CBS Sports Classic Game 1: Ohio State vs. UCLA	2:45 PM		
2	Saturday	December 22	CBS Sports Classic Game 2: North Carolina vs. Kentucky	5:30 PM*		
3	Saturday	December 29	Nevada @ Utah	1:45 PM		
4	Wednesday	January 2	Harvard @ North Carolina	6:45 PM		
6	Thursday	January 10	UCLA @ Oregon	8:45 PM		
7	Monday	January 14	Syracuse @ Duke	6:45 PM		
8	Saturday	January 19	Kansas @ West Virginia	TBA		
9	Monday	January 21	Virginia Tech @ North Carolina	6:45 PM		
10	Saturday	January 26	Kansas @ Kentucky	5:45 PM		
11	Saturday	February 2	UCLA @ Washington	3:45 PM		
12	Tuesday	February 5	Florida State @ Syracuse	7:45 PM		
13	Saturday	February 9	Butler @ Georgetown	11:45 AM		
14	Saturday	February 9	St. Mary's @ Gonzaga	9:45 PM		
15	Saturday	February 16	Xavier @ Providence	1:45 PM		
16	Saturday	February 16	Tennessee @ Kentucky	7:45 PM		
17	Sunday	February 17	Villanova @ St. John's	4:45 PM		
18	Wednesday	February 20	North Carolina @ Duke	8:45 PM		
19	Saturday	February 23	Auburn @ Kentucky	1:15 PM		
20	Sunday	February 24	Michigan State @ Michigan	3:30 PM		
21	Monday	February 25	Kansas State @ Kansas	8:45 PM		
22	Wednesday	February 27	Marquette @ Villanova	8:45 PM		
23	Saturday	March 2	Michigan State @ Indiana	11:45 AM		
24	Saturday	March 2	Princeton @ Harvard	6:45 PM		
25	Monday	March 4	Virginia @ Syracuse	6:45 PM		
26	Friday	March 8	Yale @ Penn	6:45 PM	✓	
27	Saturday	March 9	Big East TBA	TBA		

Conference Championship Week (SELECT 14 GAMES MINIMUM)				Airtime (ET)	YES	NO
1	Saturday	March 9	OVC Championship	7:45 PM	✓	
2	Sunday	March 10	Big South Conference Championship	12:45 PM		
3	Sunday	March 10	ASUN Conference Championship	2:45 PM		
4	Sunday	March 10	Pac-12 Women's Championship	7:45 PM		
5	Monday	March 11	Southern Conf. Championship	6:45 PM		
6	Monday	March 11	MAAC Championship	8:45 PM		
7	Tuesday	March 12	CAA Championship	6:45 PM		
8	Tuesday	March 12	Big East Women's Championship	7:45 PM		
9	Tuesday	March 12	West Coast Conf. Championship	8:45 PM		
10	Wednesday	March 13	Patriot League Championship	7:15 PM		
11	Friday	March 15	Big East Semifinal Game 1	6:15 PM		
12	Friday	March 15	Big East Semifinal Game 2	9:00 PM*		
13	Friday	March 15	Pac-12 Semifinal Game 1	8:45 PM		
14	Friday	March 15	Pac-12 Semifinal Game 2	11:30 PM*		
15	Saturday	March 16	America East Championship	10:45 AM		
16	Saturday	March 16	Ivy League Semifinal Game 1	12:15 PM		
17	Saturday	March 16	Ivy League Semifinal Game 2	3:00 PM*		
18	Saturday	March 16	SEC Semifinal Game 1	12:45 PM		
19	Saturday	March 16	SEC Semifinal Game 2	3:30 PM*		
20	Saturday	March 16	Big East Conference Championship	6:15 PM		
21	Saturday	March 16	Big Sky Conference Championship	7:45 PM		
22	Saturday	March 16	Pac-12 Conference Championship	10:15 PM		
23	Saturday	March 16	Big West Conference Championship	11:45 PM		
24	Sunday	March 17	Ivy League Championship	11:45 AM		
25	Sunday	March 17	SEC Championship	12:45 PM		
26	Sunday	March 17	American Athletic Conference	3:00 PM		
27	Sunday	March 17	Ivy League Women's Championship	3:45 PM	✓	

Tournament Shows and "This Week in the Big East"				Airtime (ET)	YES	NO
1	Sunday	March 17	Selection Sunday (3 hours)	6:00 PM		
2	Saturday	April 6	Final Four Show (1-Hour Show)	3:30 PM		
3	Monday	April 8	Championship Monday (1-Hour Show)	6:30 PM		
4	March 21 - 31			Tournament Today (1-Hour Pregame)	Varies	

NCAA Men's Tournament				Airtime (ET)	YES	NO
Tournament Today begins 1 hour prior to Game 1 (March 21-31)						
Tuesday	March 19	First Four	Game 1	6:30 PM	✓	
Tuesday	March 19	First Four	Game 2	9:00 PM*		
Wednesday	March 20	First Four	Game 1	6:30 PM		
Wednesday	March 20	First Four	Game 2	9:00 PM*		
Thursday	March 21	1st Round	Game 1	12:00 PM		
Thursday	March 21	1st Round	Game 2	3:00 PM*		
Thursday	March 21	1st Round	Game 3	7:00 PM*		
Thursday	March 21	1st Round	Game 4	9:30 PM*		
Friday	March 22	1st Round	Game 1	12:00 PM		
Friday	March 22	1st Round	Game 2	3:00 PM*		
Friday	March 22	1st Round	Game 3	7:00 PM*		
Friday	March 22	1st Round	Game 4	9:30 PM*		
Saturday	March 23	2nd Round	Game 1	12:00 PM		
Saturday	March 23	2nd Round	Game 2	2:30 PM*		
Saturday	March 23	2nd Round	Game 3	6:00 PM*		
Saturday	March 23	2nd Round	Game 4	8:30 PM*		
Sunday	March 24	2nd Round	Game 1	12:00 PM		
Sunday	March 24	2nd Round	Game 2	2:30 PM*		
Sunday	March 24	2nd Round	Game 3	6:00 PM*		
Sunday	March 24	2nd Round	Game 4	8:30 PM*		
Thursday	March 28	Sweet 16	Game 1	7:00 PM		
Thursday	March 28	Sweet 16	Game 2	9:45 PM*		
Friday	March 29	Sweet 16	Game 1	7:00 PM		
Friday	March 29	Sweet 16	Game 2	9:45 PM*		
Saturday	March 30	Division II Championship		2:45 PM		
Saturday	March 30	Elite 8	Game 1	6:00 PM		
Saturday	March 30	Elite 8	Game 2	8:45 PM*		
Sunday	March 31	Elite 8	Game 1	2:00 PM		
Sunday	March 31	Elite 8	Game 2	5:00 PM*		
Tuesday	April 2	NIT Semifinals		6:45 PM		
Tuesday	April 2	NIT Semifinals		9:30 PM*		
Thursday	April 4	NIT Championship Game		6:45 PM		
Saturday	April 6	Final 4	Game 1	4:30 PM		
Saturday	April 6	Final 4	Game 2	8:30 PM*	✓	
Monday	April 8	Men's National Championship		7:30 PM		

NCAA Women's Tournament (SELECT 3 GAMES MIN)				Airtime (ET)	YES	NO
1	Sunday	March 31	Women's Elite 8	Game 1	11:45 AM	
2	Sunday	March 31	Women's Elite 8	Game 2	2:00 PM*	
3	Monday	April 1	Women's Elite 8	Game 3	6:30 PM	
4	Monday	April 1	Women's Elite 8	Game 4	9:00 PM*	
5	Friday	April 5	Women's Final 4	Game 1	6:30 PM	✓
6	Friday	April 5	Women's Final 4	Game 2	8:15 PM*	✓
7	Sunday	April 7	Women's Nat'l Championship	5:30 PM	✓	

NCAA Championships (SELECT 2 EVENTS MINIMUM)				Airtime (ET)	YES	NO
1	Thursday	April 11	Men's Frozen Four Game 1	4:30 PM		
	Thursday	April 11	Men's Frozen Four Game 2	8:15 PM*		
	Saturday	April 13	Men's Hockey Championship	7:30 PM		
2	Saturday	May 25	Men's Lacrosse Semifinals Game 1	11:45 AM		
	Saturday	May 25	Men's Lacrosse Semifinals Game 2	2:15 PM*		
	Monday	May 27	Men's Lacrosse Championship	12:45 PM		
3	Monday	June 3	Women's College World Series Game 1	6:45 PM		
	Tuesday	June 4	Women's College World Series Game 2	7:45 PM		
	Wednesday	June 5	Women's CWS Game 3**	7:45 PM		
4	Monday	June 24	Men's College World Series Game 1	6:45 PM		
	Tuesday	June 25	Men's College World Series Game 2	6:45 PM	✓	
	Wednesday	June 26	Men's College World Series Game 3**	6:45 PM	✓	

\*\*If necessary

5	March 4 - April 8	Great Moments in Tournament History (Daily 2-min feature)	Time:
6	Jan 11 - March 17	This Week in the Big East (1-Hour Weekly Show, available Friday - Sunday)	Day: Time:



WestwoodOne  
SPORTS

***2018-19 NCAA BASKETBALL AFFILIATION AGREEMENT***

This 2018-19 NCAA Basketball Affiliation Agreement (this "Agreement"), dated as of 11/12/18, 2018 is by and between Westwood One Radio Networks, LLC (formerly known as Westwood One Radio Networks, Inc.) ("WWO") and "Broadcaster" set forth on the signature page below, the owner and operator of the radio station set forth on the signature page below ("Station"). WWO and Broadcaster may be referred to herein each individually as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, with the intent to be legally bound, the Parties hereby agree as follows:

**I. LICENSE**

- A. Subject to the terms and conditions of this Agreement, during the Term (defined below) and solely in the United States, WWO hereby grants to Broadcaster, and Broadcaster hereby accepts, a non-exclusive, non-assignable, non-transferable, limited license to broadcast, **solely via over-the-air terrestrial radio or AM/FM frequency radio broadcast on Station (including 100% of Station's simulcast on its HD channels)**, the games and shows indicated on the 2018-19 NCAA Basketball Intention Form (the "Intention Form") attached hereto and made a part hereof (the "Programs") solely on a "live" basis and in their entirety (the "License"). Notwithstanding the foregoing, subject to the terms of Section 1C hereof, Broadcaster must for the 2019 NCAA Men's Basketball Tournament games only place a hyperlink to [www.westwoodonesports.com](http://www.westwoodonesports.com) on Station's primary website ("Station Website") to provide a live stream of 100% of the Programs being broadcast by it to its listeners. If Broadcaster pays the Streaming Fee (defined below), it may provide a direct live stream of the Programs as broadcast on the radio to its listeners (in such instance, Broadcaster may elect to also place a hyperlink to [www.westwoodonesports.com](http://www.westwoodonesports.com) on the Station Website if it so chooses but such is not mandatory). Such streams, if and as applicable, shall be made available directly to Station Website end users for their personal, non-commercial use at no charge to such end users. For purposes hereof, the "Streaming Fee" is a one-time cash fee payable by Broadcaster to WWO for the right to directly stream the Programs solely during the 2019 NCAA Men's Basketball Tournament. Such fee must be received by WWO prior to the commencement of the tournament in order for the Station to exercise the right described above.
- B. Broadcaster may not grant sublicenses of any kind under the License without the prior written consent of WWO. Broadcaster has no other rights with respect to the Programs or any information or content incorporated therein. Without limiting the foregoing, without written authorization from WWO, Broadcaster will not authorize, cause, permit or enable anything to be done whereby any Program or segment thereof, or Network Commercial, may be recorded, duplicated, sold, transferred, rebroadcast, reproduced or otherwise transmitted or used for any purpose other than broadcasting by Station and steaming as specifically set forth in this Agreement. Unauthorized use or transmission, including but not limited to transmission of this Section 1, will be deemed a material breach of this Agreement and an infringement on WWO's rights in and to the Programs.

- C. Neither Broadcaster nor Station shall transmit or distribute or permit any third party to transmit or distribute any part of the Program via or from any other website other than the Station Website. For example, and without limiting the foregoing, neither Station nor Broadcaster shall permit any part of any of the Program to be accessible by a third party website nor shall they permit any part of any Program to be accessible from the Station Website if Station has permitted a third party to “frame” or create a co-branded version of the Station Website. Neither Broadcaster nor Station shall archive any Program or create a database of audio content available at the Station Website that contains all or any portion of a Program. Any advertisements that are displayed on the Station Website that feature or display the Program stream shall not be sold against or in connection with any brands of WWO or the National Collegiate Athletic Association (“NCAA”) and shall not be associated with, appear as part of or be displayed in connection with any WWO or NCAA brands (other than the hyperlink to [www.westwoodonesports.com](http://www.westwoodonesports.com), if applicable).
- D. Broadcaster shall not use any trademark, logo or service mark of the NCAA without the express written consent of WWO (who in turn may need to obtain the NCAA’s consent). No right to use any trademark, logo or service mark of the NCAA is licensed hereunder.

## II. BROADCASTING

- A. Broadcaster shall broadcast (and if elected by Station, in accordance with the express terms of Section 1A hereof, stream) the Programs on Station live, in their committed entirety, without deletions or alterations, including Network Commercials, and precisely as furnished and instructed by WWO. In the event Broadcaster fails to broadcast any scheduled Programs or Network Commercials during the Term, Broadcaster acknowledges that such failure will cause WWO financial damage, the precise amount of which may be impossible to determine and such failure would constitute a material violation for which this Agreement could be terminated effective immediately.
- B. In circumstances where Station has a contractual obligation to broadcast a play-by-play sports program (including pre-game and post-game programming) that creates a conflict (defined below) with a Program that Station has agreed to carry pursuant to the Intention Form (the “Original Program”), Station shall be permitted to preempt the Original Program; provided that: (1) Station provides prior notice to WWO on a prompt basis (i.e., within 72 hours during a weekend and 24 hours during a weekday of such conflict being known to Station) and (2) Station undertakes the remedy set forth in this paragraph. For purposes hereof, a “conflict” means that Station cannot carry the full broadcast of the Original Program and the play by play sports program because there is an overlap in the time of broadcast between the two programs. In such circumstance, Broadcaster shall make the arrangements necessary for another radio station in the same MSA (a “Substitute Station”) to broadcast the Original Program. Broadcaster shall be responsible for the performance of the Substitute Station and shall be liable for any such station’s failure to broadcast the Original Program. Any conflicts known to Station as of the date hereof shall be listed by Station on Exhibit B attached hereto.
- C. Neither Party will be liable in contract or otherwise for any losses or damages or from any failure to perform hereunder resulting from causes outside of such Party’s reasonable control, including without limitation acts of God, fires, strikes, telecommunications or power outages, acts of war or terrorism, and intervention by any governmental authority.

- D. During the Term, within seven (7) days after the end of each standard broadcast week, Broadcaster shall furnish to WWO, via the Internet and/or in accordance with any substitute system provided by WWO, complete, accurate, and fully-executed affidavits, on forms provided by WWO, affirming that all Programs and Network Commercials included therein were broadcast in full in accordance with the terms hereof ("Affidavits"). Failure to report all deletions or other changes involving or affecting the Programs or Network Commercials accurately in writing, and making any material misrepresentations on the Affidavit, could subject Broadcaster to a loss of rights hereunder and to liability for damages incurred by WWO.
- E. Broadcaster is solely responsible for payment of any public performance music license fees or royalties and will maintain for Station such licenses, including, but not limited to, ASCAP, BMI, SESAC, GMR and/or SoundExchange licenses, as are necessary for the broadcast of Programs and Network Commercials, including streaming if applicable pursuant to the express terms of Section 1A hereof, on the Station Website.
- F. Broadcaster shall adhere to the blackout restrictions set forth on Exhibit A attached hereto as well as the radio advertising guidelines established by the NCAA, of which more information can be located at the following link: <http://www.ncaa.com/content/ncaa-promotion-and-advertising-guidelines>.
- G. Broadcaster will not accept any advertisements in connection with Programs that: (i) the NCAA determines, in its sole discretion, could bring discredit to the purposes or principles of the NCAA or could adversely affect the integrity, character and dignity of the NCAA or its purpose of fostering higher education; (ii) advertise NCAA-banned substances and nutritional supplements; (iii) promote gambling in any way; (iv) advocate viewpoints on controversial issues of public importance; (v) include explicit promotional references to professional teams, leagues, or events (except that tune-ins or promos for Station's upcoming programming involving a professional team/event are permissible); (vi) advertise weapons, ammunition, alcoholic beverages or tobacco products; (vii) contain material that is defamatory, obscene, profane, vulgar or otherwise offensive to the general public; (viii) promote motion pictures, television programming or interactive games that are rated NC-17; (ix) include false, deceptive, unsubstantiated or unwarranted statements or claims for any product or service or any unauthenticated testimonials; (x) include NCAA marks and logos (unless proper authorization from the NCAA has been obtained); (xi) expressly or impliedly indicate a "sponsorship", "official sponsorship", or endorsement of the NCAA, any of its member institutions, or personnel; or (xii) relate to any contest or sweepstakes involving the NCAA games. Title sponsorship on any Program shall not be permitted, including without limitation any title sponsorship that relates to an NCAA championship game or that implies a marketing relationship with the NCAA.
- H. In connection with the Programs, Broadcaster agrees to adhere to existing NCAA bylaws, standards, procedures, practices and advertising guidelines, and any amendments thereto, as may be made from time-to-time during the Term, as well as to the terms of any agreements by and between the NCAA and WWO, pursuant to which WWO provides the License granted hereunder, as may be communicated by WWO to Broadcaster from time-to-time during the Term.

### **III. TERM AND TERMINATION**

- A. The Term(s) of this Agreement will commence on 11/14/18 and will continue until 10/31/19 (the "Term"), or as may otherwise be agreed to by the Parties in writing.
- B. Termination:
1. WWO will have the right to terminate this Agreement effective at any time by giving Broadcaster not less than thirty (30) days prior written notice of termination.
  2. WWO may immediately terminate this Agreement by giving Broadcaster notice of termination if Broadcaster and /or its agents violate any provision of this Agreement and fail to cure such violation within ten (10) days after WWO gives Broadcaster notice thereof.
- C. Notwithstanding the foregoing, WWO will have the right to terminate this Agreement effective immediately by giving Broadcaster notice of termination if any one of the following occurs:
1. Broadcaster violates any material provision of this Agreement and said violation, by its nature, cannot be cured;
  2. Broadcaster broadcasts the Programs and/or Network Commercials in any manner other than as expressly permitted hereunder;
  3. Station's City of License changes;
  4. Broadcaster files false, inaccurate or incomplete Affidavits in any material respect or other than an occasional basis concerning the broadcast of a Program, Network Commercial, or any part thereof; or
  5. WWO ceases distribution of the Program.
- D. Termination of this Agreement by WWO by reason of any violation by Broadcaster of the terms hereof is without prejudice to any and all other rights and remedies, legal and equitable, to which WWO may be entitled.

### **IV. PROGRAM OWNERSHIP**

Subject to the terms of this Agreement, Broadcaster acknowledges that all rights and interest in and to the Programs, including without limitation intellectual property rights, as between Broadcaster and WWO, are and shall remain the exclusive property of WWO.

### **V. MISCELLANEOUS**

- A. All notices, consents and approvals hereunder will be in writing and will be deemed to have been given and received: (i) when delivered personally (against receipt) or by courier; (ii) three (3) days after being mailed by certified or registered mail, return receipt requested, postage prepaid; or (iii) when sent by confirmed facsimile transmission; in each case at the respective addresses for the Parties indicated on the Intention Form.
- B. This Agreement shall be governed and construed in accordance with the substantive laws of the State of New York, without regard to conflict of laws rules thereof. The Parties agree that any dispute, controversy or claim arising out of this Agreement shall be finally settled by confidential




and binding arbitration in New York, New York in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services (JAMS) and judgment upon the award may be entered in any court having jurisdiction thereof.

- C. During the Term of this Agreement, WWO shall have the right to use the name of Broadcaster, Station's call letters, and the names and/or pictures of Station personnel or any of Broadcaster's officers in connection with promotion of the WWO and Station's and Broadcaster's association with it.
- D. The individual executing this Agreement hereby warrants and represents that he/she is legally authorized to execute agreements on behalf of Broadcaster and Station and does so intending to be legally bound.
- E. Notwithstanding anything contained herein to the contrary, this Agreement does not create a partnership, joint venture or relationship of trust or agency among the Parties. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior written agreements, negotiations and term sheets made prior to the date hereof and all prior and contemporaneous oral understandings, if any, with respect to the subject matter hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof. If any of the covenants or agreements in this Agreement are determined to be unenforceable by reason of extent, scope, duration or otherwise, then the Parties contemplate and it is their intention that the court making such determination shall reduce such extent, scope, duration or other provision and enforce them in their reduced form to the maximum extent enforceable under applicable law. This Agreement may not be amended, supplemented or discharged except by an instrument in writing signed by each of the Parties. No delay or failure on the part of any Party in the exercise of any right granted under this Agreement or available at law or equity shall be construed as a waiver of such right. All waivers must be in writing. Broadcaster may not assign any or all of its rights or delegate any or all of its duties or obligations under this Agreement without the express written consent of WWO, which shall not be unreasonably withheld. All remedies in this Agreement are cumulative, in addition to and not in lieu of any other remedies available to a Party at law or in equity, subject only to the express limitations on liabilities and remedies set forth herein. No other person or entity is intended, or will be deemed, to be a beneficiary of any provision of this Agreement. This Agreement may be executed in counterparts, including via facsimile and electronic copy, each of which shall be deemed an original and all of which together shall constitute one instrument.
- F. The attached Schedules and Exhibits are incorporated herein by reference and made part of the terms and conditions of this Agreement. The Programs and the material contained within the Programs, including without limitation the anticipated hosts of the Programs, are subject to changes, additions and deletions at the discretion of WWO and any such modification instituted by WWO shall not affect the binding nature of this Agreement. In addition, Broadcaster's rights hereunder and use and broadcast of the Programs shall be subject to any additional or changed rules, regulations or requirements instituted by the NCAA and applicable to the Programs, the broadcast thereof, any advertising incorporated therein, or any related subject matter.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first set forth above.

**BROADCASTER:**

WESTWOOD ONE RADIO NETWORKS, LLC

  
Name: Greg Steele  
Title: President

\_\_\_\_\_  
Name: Richard Burg  
Title: Vice President, Affiliate Sales, Sports

Station call letters: KGYN

City of license: Guyton, OR



## **EXHIBIT A**

### **NCAA Blackout Restrictions**

These restrictions are applicable only such to such Stations who are cleared by WWO to broadcast the games listed below.

- A. Regular Season Games (November 14, 2018-March 9, 2019): Blackout restrictions apply to all cities that are a part of the participating teams' local radio networks. There shall be no blackout restrictions for the CBS Sports Classic games to be held on December 22, 2018.
- B. Conference Championship Week Games (March 9 – March 17, 2019): Blackout restrictions apply to the home cities of the two participating teams. In some instances, blackout restrictions may vary and if so, Station will be notified thereof.
- C. NCAA Tournament Games (March 19 – April 8, 2019): There are no blackout restrictions. Note that the regional radio networks of the two participating teams are permitted to originate their own broadcast.
- D. NIT Semifinals and Finals (April 2 – April 4, 2019): There are no blackout restrictions. Note that the regional radio networks of the two participating teams are permitted to originate their own broadcast.

## **EXHIBIT B**

### **Known Conflicts**

If Station has an existing (or anticipates having such) contractual obligation to broadcast any play-by-play sports programming (be it national, state or local), that creates a conflict with the NCAA schedule, please list it below.

MLB affiliation: \_\_\_\_\_

NFL affiliation: \_\_\_\_\_

NBA affiliation: \_\_\_\_\_

NHL affiliation: \_\_\_\_\_

NCAA affiliation: \_\_\_\_\_

Other affiliation: \_\_\_\_\_