



## SERVICES AFFILIATION AGREEMENT

THIS AGREEMENT, dated November 16, 2017 (this "Agreement") is made and entered into by and between Short Bus Radio, Inc. ("SBR"), having offices at 29216 Starfall Way, Saugus, CA 91390 and Magic Broadcasting, Inc. ("Broadcaster"), the owner and/or operator of radio broadcast station WYYX-FM/ WYOO-FM ("Station"), whose business address is 7106 Laird St Ste 102 Panama City, FL 32408-7622 and telephone number is 850-230-5855. Station is licensed by the Federal Communications Commission ("FCC") to broadcast in BONIFAY ("City of License"). For purposes hereof, the "parties" shall mean Broadcaster and SBR.

### I. USE OF SBR SERVICES

A. Subject to the terms and provisions hereof, SBR hereby grants to Broadcaster the right to use and publicly perform SBR's Short Bus Radio - Rock Alt/ News Talk service for radio stations (the "Service") by means of including some or all elements of the Service in broadcasts over the air from the Station's present transmitting facilities, in analog or digital format, including on an "HD Radio" multicast channel.

B. Exclusivity: This Service is exclusive to Station's MSA.

C. Except as otherwise specified in this Agreement, Broadcaster shall be solely responsible for the installation, operation and maintenance of all technical and other facilities necessary or appropriate to receive and broadcast the Service and commercial announcements covered by this Agreement. SBR will arrange to have the Service available to Broadcaster via the Internet or such other means as appropriate.

D. Broadcaster shall not transmit the Service by a translator, booster or synchronous transmitter station without SBR's prior written approval, which may be withheld at SBR's discretion. Notwithstanding the foregoing, translators used for the sole purpose of simulcasting the Service on an HD channel of the Station shall be permitted; provided SBR is informed in advance in writing of the use thereof. None of the SBR products described herein, including the Service, may be used by Broadcaster on any other station, including other stations owned or programmed by Broadcaster.

### II. TERM

A. The initial term ("Term") of this Agreement shall be for a period of 18 months, beginning on 12/1/2017.

B. Subject to the other provisions hereof, this Agreement shall be automatically renewed for successive terms of 12 months (each a "Renewal Term" which shall be included as part of the "Term" if renewed), unless and until either party shall give written notice to the other party not less than ninety (90) days prior to the expiration of the then Term that it elects not to renew this Agreement. During each Renewal Term, the terms and conditions of this Agreement shall apply.

C. Notwithstanding anything to the contrary set forth herein, SBR shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Broadcaster in the event SBR shall cease to produce and/or distribute the Service.

D. Broadcaster shall not broadcast or make any other use of the Service after this Agreement terminates.

III. CONSIDERATION

In consideration of the rights granted herein and the services to be provided to Broadcaster by SBR, ~~WYXX FM shall broadcast commercials ("Network Commercials") as follows: 6 minute(s) of commercial inventory per day, Mon-Sun 6a-7p, local time in the Station's market, on days specified by SBR, in fair and equitable rotation.~~ Broadcaster shall broadcast the Network Commercials on Station only in accordance with a log or schedule provided by SBR's Network Representative, which SBR's Network Representative will make available to Station via the Internet.

TR  
MS

4 min / day 6a-7p WILW Mon-Sun  
4 min / day 6a-7p WYXX

IV. INTERNET STREAMING

A. SBR grants to Broadcaster the right to use the Service as part of Broadcaster's full-time Internet live simulcast of Station's broadcasts on Station's primary website, including any stream of such website accessible by mobile device (provided such accessibility does not provide any ability to the user to download the Service or archive any Service), subject to the terms and conditions of this Agreement and conditioned on Broadcaster's compliance with all applicable laws with regard to said Internet streaming, including royalties for sound performances fees, talent fees and/or union fees. Such use must be free of charge to and for the personal, non-commercial use of visitors to the website, and must not be re-distributed in any manner. If an additional Internet Addendum is provided herewith, Station must also comply with the terms thereof, the terms of which are expressly incorporated herein. SBR may terminate Station's right to transmit the materials licensed hereunder over the Internet upon thirty (30) days prior written notice to Broadcaster.

B. SBR disclaims, and Broadcaster and Station hereby waive, any and all warranties with respect to the transmission of the Service via the Station's website. SBR shall have no liability, whether in contract, tort or otherwise, and Broadcaster and Station hereby waive all claims for any loss, injury, damage or expenses of any kind, arising either directly or indirectly from the transmission of any of the Service via the Station's website.

V. ADDITIONAL TERMS AND CONDITIONS

A. SBR shall make all content decisions regarding the Service and may make such additions, deletions or adjustments to the Service as it deems desirable and consistent with good program practices. Notwithstanding anything to the contrary contained herein, Broadcaster agrees that SBR shall not be liable for any damages, losses, costs, or expenses of any nature whatsoever which Broadcaster may incur in connection with its broadcast of the Service, including the content contained therein.

B. Within ten (10) days after each standard broadcast week, Broadcaster shall deliver to SBR's Network Representative, on forms provided by SBR's Network Representative via the Internet, complete, accurate and duly executed reports and affidavits ("Affidavits") with respect to Station's broadcasting and/or Internet streaming of the Service and/or Network Commercials during the immediately preceding broadcast week. Broadcaster shall submit such other reports as may be reasonably requested by SBR Network Representative concerning the broadcast of the Network Commercials by Station. Upon request, Broadcaster shall submit an additional affidavit provided by SBR's Network Representative, which will be used to generate ratings information for RADAR Surveys or other ratings services. In order to supply the requested information (which generally covers a one-week period), Broadcaster agrees to maintain records noting the exact date and time when Network Commercials were broadcast by Broadcaster. Such records must be maintained by Broadcaster for at least one (1) year following the broadcast.

C. Except as specifically described herein, neither Broadcaster nor SBR nor SBR's Network Representative shall incur any liability to the other hereunder because of SBR's Network Representative inability to deliver, or Station's inability to broadcast, any or all of the Service and/or Network Commercials due to an act of God, force majeure, failure of facilities, labor disputes, governmental or court order, or any other causes beyond the reasonable control of the party so failing to broadcast or deliver the Service. Broadcaster shall nonetheless be responsible for maintaining the Station as fully operational in accordance with the Station's FCC authorizations and shall notify SBR and its Network Representative in writing of any omitted broadcast or significantly reduced or impaired broadcast transmissions within ten (10) days of said event. SBR reserves the right to extend this Agreement for the length of time of such nonperformance.

D. Broadcaster agrees that in the event Station ceases its radio broadcast operations or suffers a significant interruption of such operations for any reason (other than isolated, non-recurrent temporary cessation of operation due to equipment failure or causes beyond Station's reasonable control which do not materially affect Station's market share or ongoing business), Broadcaster will promptly notify SBR and its network representative, and SBR shall have the right upon ten (10) days prior written notice to Broadcaster to terminate this Agreement.

E. Except as specified in paragraph IV above, Broadcaster agrees not to authorize, cause, permit or enable any Service or Network Commercials supplied to Station to be used for any purpose other than broadcasting by Station in a manner solely intended for reception by the general public in places where no admission charges are made. In addition, Broadcaster agrees that any printed or hard copy materials supplied to Broadcaster or Station by SBR's Network Representative will be used only in connection with the transmission of the Service to and broadcast of the Service by Station.

F. Except for Services SBR provides to Station with accompanying express written authorization that Station may record such for subsequent broadcast, Broadcaster shall not cause or permit any reproduction, duplication, recording, rebroadcasting or any other copying of any portion of the Service, nor may Broadcaster create derivative works of the Service or make any other use of the Service except as otherwise expressly provided in this Agreement. Broadcaster shall not alter or remove any copyright management information from the Service.

G. Upon request of SBR and its Network Representative, Broadcaster will install and maintain the necessary equipment so that Station's signal will include the encoding necessary for Station to be monitored by Nielsen's "Portable People Meter" system (or any other comparable technology).

H. Broadcaster represents and warrants that it shall acquire and maintain for Station all FCC and intellectual property licenses necessary for Station to lawfully broadcast the Service and the Network Commercials supplied by SBR and to publicly perform any copyrighted work embodied in the Service, including, but not limited to, performing rights licenses such as ASCAP, BMI, and SESAC. Broadcaster acknowledges that the Service is a collective work of which SBR is the author and owner and in which the copyright shall inure solely to SBR without Broadcaster acquiring any rights therein. Notwithstanding SBR's transmission or other distribution of the Service to Broadcaster, SBR shall retain and own all right, title and interest in and to the Service, including, without limitation, any copyright in the Service as a compilation separate from any copyrights in any pre-existing material embodied in the Service, and including all service marks, trademarks and other proprietary rights relating to the Service, subject only to Broadcaster's license to broadcast the Service as provided in this Agreement. Broadcaster agrees to take all actions necessary or requested by SBR to protect and preserve SBR's copyright in the Service and SBR's service marks, trademarks and other proprietary rights with regard to the Service.

## VI. GENERAL PROVISIONS

A. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or by receipted

overnight courier providing for next business day delivery, or mailed, postage prepaid, by registered or certified mail, return receipt requested, to the addresses set forth in the first paragraph of this Agreement or to such other address as either party shall designate to the other in writing pursuant to this paragraph VI.A. Notices delivered personally shall be effective upon delivery. Notices sent by courier shall be effective on the next business day after delivery to the courier service. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, or three days after mailing, whichever is earlier.

B. FCC Rules. This Agreement is subject to all applicable rules and published policies of the FCC now or hereafter in force and neither party shall be required to furnish any performance hereunder which would be a violation of any such rule or policy.

C. Benefit; Assignment. This Agreement will be binding on and inure to the benefit of SBR and Broadcaster and their respective successors and permissible assigns. Neither this Agreement nor any of the rights and privileges granted to Broadcaster pursuant to this Agreement may be assigned by Broadcaster without the prior written consent of SBR. Broadcaster shall immediately notify SBR at such time as any application is made to the FCC for consent to a transfer of control of the Station or any assignment of the Station's license, except for "pro forma" transfers or assignments for which FCC approval is required on FCC Form 316 (or any successor "short-form" procedure). A transfer of control shall not terminate Broadcaster's obligations hereunder. Broadcaster acknowledges and agrees that if SBR consents to an assignment of Station's license or transfer of control of Station, a failure of Broadcaster to cause the transferee or assignee to assume and perform Broadcaster's obligations hereunder shall constitute a breach of this Agreement by Broadcaster as to which SBR shall be entitled to the remedies specified herein and otherwise available at law or in equity.

D. Entire Agreement. No inducements, representations or warranties of any nature whatsoever, except as specifically set forth herein, have been made by any of the parties to this Agreement. This Agreement and any executed addenda attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all prior agreements or understandings of any nature whatsoever between the parties with respect to such subject matter.

E. Amendment. No term or provision of this Agreement shall be amended, changed, modified, waived or discharged except by an instrument in writing signed by an authorized representative of each of the parties hereto.

F. Severability. If any term or provision of this Agreement proves to be in violation of or unenforceable under applicable law, such term or provision shall be inoperative, but the remainder of this Agreement and the other terms and provisions hereof shall not become invalid and shall continue to be binding and in full force and effect.

G. Governing Law, Jurisdiction and Venue. This Agreement shall, irrespective of the place of execution, be deemed to be a contract entered into and to be performed in the State of California. Accordingly, this Agreement shall be a contract made under the laws of the State of California and shall be governed by and construed in accordance with the laws of the State of California without regard to any choice of law or conflicts of law principles, and in accordance with the laws of the United States, including without limitation federal copyright and trademark laws. With respect to any dispute arising hereunder or any action, suit, or proceeding relating, directly or indirectly, to this Agreement, Broadcaster hereby (a) consents to the exclusive jurisdiction of the Federal District Court for the Central District of California and the Courts of the State of California in Los Angeles County, (b) waives any objection of venue in any of the aforesaid courts or any right to claim that any such court constitutes an inconvenient forum, and (c) agrees that service of process may be effected by mailing, prepaid postage, certified mail, return receipt requested, or any other means permitted by the rules of any of the aforesaid courts.

H. Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent. In the event of an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no

presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

I. Authority. The individual executing this Agreement on behalf of each party hereby warrants and represents that he/she is legally authorized to execute agreements on behalf of such party and does so intending to be bound legally.

J. No Partnership, Joint Venture, Etc. Nothing contained in this Agreement shall create or be deemed to create any partnership, employer/employee relationship, association or joint venture, fiduciary or agency between SBR and Broadcaster.

K. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but such counterparts will together constitute one and the same instrument. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via e-mail or facsimile transmission, and any such counterpart executed and delivered via e-mail or facsimile transmission will be deemed an original for all intents and purposes.

L. Confidentiality. The financial terms of this Agreement are confidential and shall not be disclosed by Broadcaster or Station to any third party, except to its financial or legal advisors.

M. Headings. The headings and sub-headings of this Agreement are for convenience only and shall not be used to interpret this Agreement or any of the provisions hereof or be given any legal or other effect whatsoever.

## VII. DEFAULT AND REMEDIES

A. In the case of default, the non-defaulting party shall have all rights and remedies specified in this Agreement and those available under applicable law or in equity to enforce this Agreement and its rights hereunder including, without limitation, all rights and remedies relating to damages, injunction, and specific performance. In addition to such rights and remedies, SBR shall have the right, at its option, to terminate this Agreement or to suspend all services provided to Broadcaster hereunder, five (5) business days after written notice to Broadcaster upon the occurrence of any of the following:

1. Broadcaster's failure to perform any of its obligations as specifically provided herein, however, if the default is the non-payment of money due SBR, Broadcaster shall have ten (10) days to cure such failure prior to being deemed to be in default hereunder.
2. Broadcaster changes Station's transmitter location, antenna height, power, frequency, and/or usage of translator or booster stations (except as contemplated in Paragraph 1D hereof), without the prior written consent of SBR.
3. Broadcaster's failure to broadcast the Network Commercials as provided by SBR or its failure to submit Affidavits to SBR within the time period specified herein.

In case of any termination of this Agreement or service suspension, Broadcaster shall immediately cause Station to cease broadcasting the Service and any other SBR material related to the Service. If SBR terminates this Agreement because of Broadcaster's breach of or default under any provision of this Agreement, Broadcaster shall remain liable for payment of all accrued fees (if any) due SBR, in addition to payment of \$1,500.00 per month for each month remaining in the current unexpired Term of this Agreement, plus any damages of any nature whatsoever suffered by SBR, directly or indirectly, as a result of Broadcaster's breach or default. All remedies of SBR hereunder are cumulative and may be exercised concurrently or separately. No failure on the part of SBR to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof. Termination or suspension of this Agreement by SBR shall not affect or waive outstanding amounts due from Broadcaster to SBR,

or constitute an election of remedies. Any extension of time granted to pay amounts due by Broadcaster shall not constitute either a waiver of rights by SBR or the right to any future extension.

B. In any action, suit or proceeding relating to this Agreement, the prevailing party shall be entitled to collect from the other party all of its costs and expenses in such action, suit or proceeding, including, without limitation, reasonable attorneys' fees and disbursements.

VIII. INDEMNITY; DISCLAIMER

Each party hereby agrees to indemnify, defend and hold harmless the other party hereto, its predecessors, successors, assigns, and such entities' current, future and former directors, officers, employees and agents from any and all claims, demands, suits, judgments, awards, settlements or other costs or damages, including reasonable attorney's fees, arising from such party's breach of any of its representations, warranties, covenants or obligations contained in this Agreement, subject to the following limitations: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, SPECULATIVE, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING THOSE ARISING FROM NEGLIGENCE, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER. This paragraph VIII shall survive termination or earlier expiration of this Agreement.

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

SHORT BUS RADIO, INC.

By: \_\_\_\_\_



Name: Paul M. Bahr

Title: CEO/President

Magic Broadcasting, Inc., on its behalf and on behalf of  
WYYX-FM/ WYOO-FM

By: \_\_\_\_\_



Name: Misty Sims

Title: General Manager

**IDENTIFICATION OF PARTIES**

Licensor ("We"/"Us"): Virtual News Center, LLC, a Wyoming Limited Liability Company  
Licensee ("You"): Magic Broadcasting II a Florida partnership

Station(s): WYOO  
Nielsen Market Name: Panama City, Florida.

**STATEMENT OF PURPOSE**

We desire to provide and you desire to receive certain information content described in this agreement ("the Content"). This agreement is intended to reflect the key points of our arrangement. It will be governed by the laws of the state of Wyoming should any dispute arise. The terms below and any attachments describe our entire agreement, which consists of the number of pages shown above.

**CONTACT INFORMATION/SIGNATURES**

Licensee: Marc Summers

x 

Postal Address:

7106 Laird St, Ste 201 Panama City, FL 32406

Email: [msummers@magicfl.com](mailto:msummers@magicfl.com)

Office: 850-203-5855

Cell: 850-502-3823

Signature date: 8/18/17

Fax:

Licensor: Joel Dearing, EVP/Business Development x \_\_\_\_\_

Postal Address:

PO Box 39033, Indianapolis, IN 46239

Email: [jdearing@virtualnewscenter.com](mailto:jdearing@virtualnewscenter.com)

Office: (877) 470-6397

Cell: (316) 295-0217

Signature date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Fax: (720) 306-3488

**TERM AND FINANCIAL ARRANGEMENTS**

This agreement is effective August 21, 2017, a Monday.  
It expires 52 broadcast weeks later, on August 25, 2018 a Saturday.

This agreement automatically renews for successive periods of 52 broadcast weeks unless terminated in writing according to the provisions below.

You agree to pay \$905.00 per month, billed on the ~~10<sup>th</sup>~~ <sup>15<sup>th</sup></sup> the month prior to service and due (received) by the last day of the month prior to service. Payments received after the due date are subject to a \$50 late fee, which is separately invoiced and due on receipt.. If the effective date above is not the first day of the month, your first invoice will be prorated appropriately. Renewal term price is adjusted to our then-current pricing.

You agree to air five (5) total minutes of barter advertising per broadcast week on the station(s) in adherence to the rotation instructions contained in Attachment 1. You agree that we or our designated agent may monitor ad placement and that the license may be suspended or terminated if the prescribed rotation and placement is not followed. Renewal term minutes are adjusted to your then-current AQH.

## EXCLUSIVITY

We provide voice exclusivity for your market, Panama City, FL . Content exclusivity is not guaranteed, except in the case where you provide us with news tips or actualities. Those will not appear on your competitors in any form. Exclusivity applies against stations home to the Panama City, FL Nielsen -defined Metro Survey Area.

## PERSONNEL

You will have certain Virtual News Center, LLC personnel assigned to your station(s). We can substitute other personnel temporarily without notice (i.e. for illness, vacation, etc.) or permanently with your approval and reasonable notice. Voice exclusivity applies only to the people regularly assigned to your market.

## SUSPENSION/TERMINATION

Suspension by us:

- For non-payment of fees: on the ~~10<sup>th</sup>~~ any month in which a balance is outstanding.
- For failure to comply with the rotation, placement and reporting provisions of Attachment 1: Monday of the first business week after we notify you of the failure.
- For change in station parameters, broadcast day, or format without appropriate notice: the first broadcast day of the month following the change.

Termination by us:

- For any reason that we have previously suspended your license and the condition remains unresolved the first day of the broadcast month following the suspension.
- With 30 days' written notice: if we cease providing the Content to all customers.
- In the event your station's designated market area AQH drops to zero.
- With 4 broadcast weeks' written notice: at the end of the term identified on Page 1 or any renewal.

Termination by you:

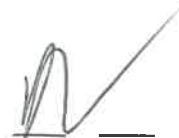
- With 30 days' written notice: due to change in station parameters, broadcast day or format, or in the case of your dissatisfaction with the service. In the latter case, we shall have a 15-day right to correct the issue raised before the 30-day notice begins.
- With 4 broadcast weeks' written notice: at the end of the term identified on Page 1 or any renewal.

Termination notices must be made in writing, delivered Return Receipt Requested to the other party's postal address above, and received before the notice dates above in order to be effective.

## OBLIGATIONS SURVIVING TERMINATION

The obligation to air the contracted barter advertising survives any service suspension or termination, regardless of reason. The ads must be broadcast and reported according to the provisions of Attachment 1 through the expiration date identified above, or the ending date of any renewal.

The Confidentiality provisions survive termination, as do any outstanding balances. Balances may be submitted immediately for ~~B~~ party collection; you agree in this case to pay all additional costs of such collections.





## OTHER PROVISIONS

### INDEMNITY

We agree to hold you harmless in any cause of libel or slander where the error is ours. You agree to hold us harmless in the same manner where the error is yours. If we are accused of violating someone else's Intellectual Property or copyright, we agree to hold you harmless from such claim.

### CONFIDENTIALITY

Both parties realize certain confidential information may be exchanged from time to time and each agrees to maintain confidentiality, provided the party is told in advance that the information is confidential. It is the responsibility of the party that believes the information is confidential to make specific notice; neither party accepts the responsibility of determining which information provided by the other is confidential.

### INTERNET OUTAGE

Because we provide the Content on the Internet, an outage may affect either you or us (or both). Each party agrees to make best efforts to restore service it controls in the case of outage; neither shall hold the other liable for outages beyond the other's control or for disasters or acts of God.

### CHANGE OF STATION PARAMETERS

You agree to notify us as soon as possible of any change in ownership, format, power or city of license of your station(s). This agreement survives any change of ownership or control, either for you or us.

### VENUE

The Parties agree that the only venue for any claims arising out of this Agreement shall be the First Judicial District (Laramie County) for the state of Wyoming. Each Party consents to personal jurisdiction in that venue and waives any defenses to the maintenance of any action arising out of this Agreement in that forum. This Content License Agreement shall be governed and construed pursuant to the laws of the state of Wyoming, without regard to its conflict of laws rules.

### REMEDIES

You acknowledge that broadcast of the Content and the advertising as specified is the essence of this Agreement. All remedies we may exercise are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on our part to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise of any other right or remedy.



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**COLLECTION & LIQUIDATED DAMAGES**

Notwithstanding anything expressly to the contrary set forth herein, your failure to broadcast the Content and the network commercial minutes as specified herein may cause Us irreparable injury. In addition to any other remedy provided for herein, We shall be entitled to injunctive or other equitable relief for a breach of this Content License Agreement by you. The parties agree that actual damages resulting from your failure to broadcast the commercial minutes provided for herein are difficult to ascertain, therefore each party agrees you shall pay liquidated damages as a result of any such failure to broadcast and that said liquidated damage are not deemed a penalty hereunder.

As liquidated damages You shall pay Us an amount equal to five (5) times your highest one minute commercial rate for each minute of our commercial matter not aired or aired incorrectly. You agree to pay all costs and expenses (including, without limitation, legal fees and expenses) which we may incur in connection with the enforcement of any of our rights or remedies under this Agreement. You agree we may place any amounts owed for service rendered and/or liquidated damages with a third party collection agency at our discretion.

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