



AMERICAN BROADCASTING COMPANIES, INC.,  
dba ABC RADIO



**Affiliation License Agreement**

Licensee: Magic Broadcasting II LLC

Radio Station: WYOO-FM 101.1

Street Address: 7106 Laird St., Ste. 102

City: Panama City Beach State: FL

Zip Code: 32408-7622

City of License: Springfield FL

AGREEMENT made this 17<sup>th</sup> day of August 2014, between American Broadcasting Companies, Inc., dba ABC RADIO ("Network" or "ABC Radio"), and Magic Broadcasting II LLC ("Licensee"), owner and operator of radio station WYOO-FM 101.1 ("Station") which is licensed in Springfield FL. In the event that the parties hereto have entered into a prior agreement for the affiliation of ABC Information Network programming (or its successor), this Agreement shall, as of its Effective Date, January 1, 2015 (as defined in Paragraph 3 below), supersede and replace such prior agreement in its entirety.

**WITNESSETH**

WHEREAS, Network produces the program service set forth in Attachment A (the "Program(s)") and desires that the Program(s) be broadcast over Station's facilities; and

WHEREAS, Licensee desires to license from Network the right to broadcast the Program(s) over the facilities of the Station, and Licensee has the ability to cause the Station to broadcast the Program(s), and otherwise to perform all acts necessary to enable Licensee to fulfill its obligations under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, each intending to be legally bound, hereby agree as follows:

1. **OWNERSHIP AND CONTROL OF STATION; NO VIOLATION**

This Agreement is expressly conditioned on the existence of an ownership relationship between Licensee and Station. Licensee expressly represents and warrants that it has the ability to, and agrees to, cause Station to undertake and perform all acts necessary for Licensee to fulfill Licensee's obligations under this Agreement. Licensee additionally agrees not to allow Station to act in any manner inconsistent with Licensee's obligations hereunder. Licensee further represents that the execution and delivery of this Agreement by Licensee and the performance of the transactions contemplated by this Agreement by Licensee and the Station will not violate, conflict with, or result in the breach of any terms, conditions, or provisions of any agreement or instrument to which Licensee or the Station is a party, or by which Licensee or the Station, or any of their respective properties may be bound.

2. **GRANT**

Network hereby grants to Licensee and Licensee accepts the limited right and license to broadcast the Program(s) on radio, solely over the broadcast radio facilities of Station, in Station's Primary Market Area (as defined in Paragraph 5 below). Licensee agrees to cause Station to broadcast the Program(s) in their entirety, without any deletions or alterations (except for the inclusion of local announcements in the periods designated by Network for that purpose), unless authorized in advance in writing by Network, including, without limitation, all Network commercials, identifications, and Program promotional or credit announcements. It is a material term of this Agreement that Station broadcast the Program(s) and all Network commercials in accordance with the terms of this Agreement and the Attachments.

3. **TERM**

The Initial Term of this Agreement shall be for a period of one (1) year commencing on January 1, 2015 ("Effective Date"), and expiring on December 31, 2015 (the "Initial Term"). The Initial Term and renewal term(s), if any, shall be referred to collectively as the "Term."

This Agreement shall be automatically renewed on the same terms and conditions for successive periods of one (1) year. Upon the conclusion of the Initial Term, either party may terminate this Agreement during the Term thereafter, effective at any time, upon not less than ninety (90) days' prior written notice to the other party. Network shall have the right to terminate this Agreement at any time during the Term, upon not less than thirty (30) days' prior written notice, in the event it ceases to produce or provide the Program(s). In the event of termination under this Paragraph, the rights, duties and responsibilities of

each party shall continue through the applicable notice period, provided, however, that those obligations that expressly survive or by their nature are meant to survive the termination of this Agreement (including, without limitation, Paragraphs 10, 11, 12, 14 and 15), shall remain in full force and effect.

This Agreement is binding on both parties when fully executed. This Agreement shall be deemed "fully executed" when it has either been signed by Licensee and an officer of Network, or has been signed by an officer of Network and Licensee has commenced broadcasting the Program(s).

#### 4. NETWORK COMMERCIALS

In exchange for Network's furnishing the Program(s) to Station, Licensee agrees to cause Station to broadcast all Network commercials, which are fed to Station by Network and/or Network's distribution representative (the "Network Commercial(s)"), unless Station reasonably believes that a commercial is unsuitable for broadcast in its Primary Market Area, and so advises Network in writing no later than forty-eight (48) hours prior to scheduled broadcast. Such commercials shall be broadcast in accordance with Attachment B ("Commercial Inventory by Daypart"), where applicable. Network agrees that Licensee may refuse to broadcast any commercial(s) submitted by Network hereunder, subject to the notice provision above, if such commercial(s) violate Licensee's normal broadcast standards applied to all commercial advertisers, as communicated in writing to Network and/or Network's distribution representative. In this event, Licensee will promptly notify Network and/or Network's distribution representative of its refusal to broadcast and Network will supply or authorize a replacement commercial.

In addition to the foregoing, if there is an Attachment to this Agreement requiring the payment of affiliation fees ("Affiliation Fees"), then in further consideration for Network's furnishing the Program(s) to Station, Licensee agrees to pay Network said Affiliation Fees in accordance with the terms of such Attachment.

#### 5. EXCLUSIVITY

The broadcast right and license granted by Network to Licensee shall be exclusive to Station in its "Primary Market Area" for over the air English-language broadcast on radio by Station and for no other purpose, only with respect to the newscasts contained in the Information Network programming provided hereunder (or any successor programming). For the purposes of this Paragraph, Station's "Primary Market Area" shall be deemed to be the lesser of (i) Station's 1 mv contour, if Station is an FM station; (ii) Station's 2 mv contour, if Station is an AM station; or (iii) a 35 mile radius from the Station's transmitter. Station acknowledges that Network shall have the right to provide the Program(s) to any stations whose transmitters are located outside Station's Primary Market Area and to any non-English language radio station regardless of location. Network will also have the right

to provide programming and format services other than the Program(s) to other stations both within and outside of Station's Primary Market Area, even if these other programming formats include music and features similar to those provided as part of the Program(s) herein. Station represents and warrants that, as requested by Network, it shall provide Network with an accurate copy of, and/or accurate instructions on how to access, the coverage map(s) defining Station's 1 mv, 2 mv contour and/or nighttime interference-free contour, as applicable.

6. **RESERVATION OF RIGHTS**

All licenses, rights and interest in, to and with respect to the Program(s) not specifically granted to Licensee herein shall be and are reserved to Network including, without limitation, the right to distribute the Program(s) audio by any and all means of exhibition, display, transmission, distribution, duplication, playback and performance via all forms of radio, television, computer and all other media devices, methods and improvements now known or hereafter devised, including, but not limited to, cable transmission, satellite-to-home transmission, DBS (including DARS), closed circuit distribution, distribution over networked telecommunications systems, including, but not limited to, the Internet, exhibition by means of audio cassettes, compact discs and computer storage and playback devices, and transmission and distribution by means of audio-on-demand, on-line and all other forms of interactive and digital media; provided that Network agrees that it will not authorize any other traditional over the air AM or FM broadcast radio station operating within Station's Primary Market Area to broadcast the Program(s) during the Term of this Agreement.

7. **LICENSEE'S RIGHTS AND OBLIGATIONS**

(a) The Program(s) shall be delivered to Station via satellite or an Internet-based mode of delivery as provided herein. The cost of delivering the signal to Station's satellite earth station receiver shall be borne by Network. Licensee shall have sole responsibility for the construction, installation, operation and maintenance of all facilities necessary to receive and broadcast the Program(s), including satellite receiving dishes, and the cost of delivering the signal from Station's satellite earth station receiver to its transmitter and/or studio facilities. Network will arrange for either a minimum of one (1) basic satellite receiver, not including any spare or backup receivers, to be provided to Licensee by a Network vendor ("Vendor") or for such other satellite or Internet-based mode of delivery as Network deems appropriate. If delivery is to be made by satellite receiver, Network will pay the purchase price for such receiver including any sales and/or use tax, if applicable, to the Vendor on behalf of Licensee, and the receiver will be delivered by Vendor directly to Licensee. Licensee acknowledges and agrees that title, and risk of loss with respect to the receiver will pass directly from Vendor to Licensee. As the legal owner of the receiver, Licensee further acknowledges and agrees that it will be responsible for (i) any personal property taxes on the receiver that may apply in

Licensee's jurisdiction and (ii) the costs of maintaining and insuring the receiver.

(b) Notwithstanding anything to the contrary in this Agreement, and consistent with Licensee's obligations pursuant to the applicable provisions of the Communications Act of 1934, as amended. Licensee shall have the right, with respect to any particular Program, to delete any material that it reasonably believes unsuitable for broadcast or to preempt for a program of immediate and greater local, regional or national importance, excluding local sports. Licensee agrees to give Network prompt written notice of any such preemption and to broadcast the Network Commercials contained within the pre-empted Program within fourteen (14) days or the flight of the Network Commercial whichever is shorter. Time is of the essence for the fulfillment of Licensee's obligations contained in this Paragraph 7(b).

(c) Network or Network's distribution representative will provide Licensee with, Declaration of Clearance and Affidavit of Performance forms for completion by Licensee to verify the dates and times that each of the Program(s) and Network Commercials hereunder were broadcast. Licensee agrees to submit the completed forms to Network no later than ten (10) days after Licensee's broadcast thereof. Licensee is responsible for the strict accuracy of these forms.

(d) Licensee shall submit such other reports as may be reasonably requested by Network concerning the broadcast of the Program(s) by Station, including, but not limited to electronic forms if Network implements electronic verification. Upon request, Licensee shall submit an additional affidavit provided by Network, 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), Licensee agrees to maintain records noting the exact date and time when Network Commercials were broadcast by Licensee. Such records must be maintained by Licensee for at least one (1) year following the broadcast.

(e) Licensee shall be solely responsible for maintaining all necessary radio station licenses, including music performance rights licenses, as now are or hereafter may be in general use by radio broadcasting stations and necessary for Station to broadcast the Program(s) and for the payment of any public performance music licenses or other payments which may be required to be paid to any party or organization, such as BMI, ASCAP, SESAC, or any other like organization on account of the broadcast of the music contained in the Program(s).

(f) In the event that Licensee at any time files an application to change Station's City of License or its transmitter location, or power or direction/configuration of its antenna thereby affecting its signal contour, or changes its frequency or hours of operation, Licensee agrees to notify Network, in writing within five (5) business days of any such application for such change, and if such change causes a degradation in quality of

transmission or changes the reach of the transmission, in Network's good faith estimation, Network shall have the right at any time from the date of such notice until sixty (60) days thereafter, to terminate this Agreement, effective upon thirty (30) days' prior written notice.

(g) Licensee agrees not to authorize, cause, permit or enable anything to be done (including, but not limited to, cablecasting, and distribution or transmission over the Internet) whereby the Program(s) may be used for any purpose other than over-the-air radio broadcasting by Station in its Primary Market Area, which broadcast is intended for reception by the general public in places to which no admission is charged, provided, however, that solely in accordance with the terms and conditions of the attached Internet Addendum, Licensee may stream a live simulcast stream of the Programs, but there shall be no exclusivity with respect to such Internet distribution. Under no circumstances may the Program(s) be excerpted for distribution, retransmission, caching, downloading or otherwise archived or offered as a product separate from Licensee's broadcast of the Program(s). In addition, Licensee may not specifically market, promote, or otherwise advertise the Program(s) separate from Licensee's broadcast content. Moreover, Licensee may not permit indexing of its content for digital access by third parties so that the Program(s) can be played or replayed on demand. Licensee further agrees not to authorize, cause, permit, or enable anything to be done whereby the Program(s) is/are rebroadcast over a translator outside the community to which Station is licensed, even if such translator was carrying Station's signal prior to the commencement of this Agreement.

(h) Licensee shall have the right to advertise and publicize and authorize others to advertise and publicize by means customary in the broadcast industry Station's broadcast of the Program(s), provided that Station shall first obtain Network's written permission. No advertisement shall be in the form of an endorsement, direct or indirect, of any product, service or advertiser.

(i) No portion of any Program(s), whether live or recorded, may be edited, altered, deleted or juxtaposed in any manner at any time, without Network's prior written approval in each instance.

(j) Subject to the terms and conditions of this Agreement, Licensee agrees to use commercially reasonable efforts to promote the Program(s) in Station's Primary Market Area, and further agrees not to disclose any Confidential Information obtained by Licensee as a result of its affiliation with Network. For purposes of this Agreement, "Confidential Information" shall mean:

(i) the terms of this Agreement; and

(ii) any information pertaining to the Program(s), including, without limitation, research, development and business plan information other than information that is generally available to the public, as provided by Network .

(k) Licensee shall not be responsible for failure to perform due to causes beyond

its control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes.

(l) If there is an Attachment to this Agreement requiring the payment of Affiliation Fees, then Licensee shall be responsible for the prompt payment of all such Affiliation Fees in accordance with the terms of said Attachment.

## 8. NETWORK'S RIGHTS AND OBLIGATIONS

(a) All decisions regarding content, format and length of the Program(s) shall be made by Network; provided, however, that Station shall not be required to air the Program for any greater length of time than provided for in this Agreement. Network may, in its sole discretion, change the name or any element associated with the Program(s) including, but not limited to, the number of Network Commercials and format clocks, or may discontinue the Program(s) in their entirety. In the event Network discontinues the Program(s), it shall give Licensee at least ninety (90) days prior written notice or as much notice as is practicable under the circumstances. This Agreement shall terminate on the last transmission date.

(b) Network shall not be responsible or incur any liability whatsoever for interruptions or discontinuance of the Program(s) due to causes beyond its control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes.

(c) Network shall not be responsible for any signal loss or degradation of any kind in the transmission of the Program(s) to Licensee, which is due to atmospheric conditions, failure of satellite or common carrier facilities, third party interference, or other circumstances beyond Network's control.

(d) Network will have the right to terminate this Agreement or suspend Licensee's rights to broadcast the Program(s), upon not less than on ten (10) days' prior written notice and Licensee's failure to cure within such notice period, upon the occurrence of any of the following:

(i) Licensee's failure to perform any of its obligations in any material respect as set forth herein;

(ii) Licensee's failure to make any payment, including payment of any applicable Affiliation Fees, when due; Licensee's failure to broadcast any Network Commercials (other than as expressly permitted herein or Commercials which are unsuitable for broadcast in Station's Primary Market Area); Licensee's failure to return accurate Declarations of Clearance and Affidavit of Performance forms in accordance with Subparagraph 7(c) herein; provided that, Licensee's failure to perform pursuant to this Subparagraph 8(d)(ii) is not due to causes beyond its control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes;

(iii) A change in Station's transmitter location, power, frequency or hours of operation in accordance with Subparagraph 7(f) herein;

(iv) Except as set forth in Paragraph 13, loss, abandonment, assignment or transfer of Station's license or commencement or termination of an approved "LMA" arrangement at Station;

(v) Cessation of operations by Licensee over Station facilities for more than twenty-four (24) hours for any reason, or failure to maintain the equipment necessary to receive the Program(s), provided that, such cessation is not due to causes beyond Licensee's control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes, and further provided that Licensee has resumed its normal broadcast operations within seven (7) days of the cessation of such operations;

If Network exercises its right to terminate under this Paragraph 8(d) other than under clause (d)(iii) above, Licensee shall also become liable for payment of (i) an amount equal to the total amount of Affiliation Fees (if any) which Licensee was obligated to pay Network under this Agreement during the Term and which Licensee both has not paid prior to termination and would have been required to pay during the remainder of the Term, and (ii) an amount equal to the value of the commercial time on Station which Licensee was obligated under this Agreement to provide for Network's Commercials during the Term and which it both has not provided prior to termination and would have been required to provide during the remainder of the Term. Such value will be determined by Network based on that month's prevailing cost per point (CPP) rate as determined by the Network multiplied by the Licensee's most recently reported monthly AQH multiplied by the inventory units licensee failed to run.

(e) If Station has the capability to broadcast radio programming in high-definition ("HD"), Network reserves the right to require Station to broadcast any HD Programs licensed hereunder in HD radio.

#### **9. USE AND OWNERSHIP OF THE PROGRAM(S)**

(a) As between Network and Licensee, Licensee acknowledges that the copyrights and all other proprietary rights in and to the Program(s), format and/or logos are exclusively owned by and reserved to Network. Licensee shall neither acquire nor assert copyright ownership or any other proprietary rights in the Program(s), format, and/or logos, or in any derivation, adaptation, variation or names thereof. Without limiting the foregoing, Licensee hereby assigns to Network all of Licensee's worldwide right, title and interest in the Program(s), format, and/or logos, and in any material objects consisting of or incorporating any artwork or other copyrightable materials relating to the Program(s),

format, and/or logos, created by or for Licensee.

(b) As a condition to the grant of rights hereunder, all approved printed materials used by Licensee in connection with the Program(s), including but not limited to, advertising and promotional materials, shall bear a properly located copyright notice and/or such other notices as Network specifies to Licensee in writing.

(c) All uses of the names of the programming and format and the trademarks and service marks associated therewith (collectively, the "Marks") by Licensee hereunder shall inure to Network's benefit. Licensee acknowledges that, as between Licensee/Station and Network, Network is the exclusive owner of all the Marks and the trademark rights created by such uses.

(d) It is expressly understood that Licensee must receive prior written approval from Network for each use of the Network name and any other format element or logos or other Marks. Whenever possible, Licensee agrees to use advertising and promotional materials supplied to it by Network. It is expressly understood and agreed that Licensee shall not have the right to use the Marks or any program elements for merchandising purposes.

(e) Upon expiration or other termination of this Agreement, Licensee shall immediately cease all uses of the Marks, the Program(s), the format and all other materials associated therewith and shall not thereafter adopt any other mark or other designations confusingly similar to the Marks.

(f) Licensee shall perform, at Network's expense, all acts reasonably required by Network to control and monitor the use of the Marks. Licensee shall notify Network promptly of any other broadcast owners or other entities or persons who are using the Marks in Licensee's Primary Market Area and will assist Network, at Network's expense, in terminating any such unauthorized uses. Licensee shall cooperate, at Network's expense, in any legal action that Network deems necessary to resolve any potential infringing uses by third parties. If Licensee is sued in an action claiming that Licensee's use of the Marks (provided such use is in strict accordance with the terms of this Agreement) constitute an infringement of a third party's rights, Licensee shall not challenge Network's right to intervene in the action, provided that Network deems such intervention is necessary, and Network shall indemnify and hold harmless Licensee from any resulting damages, costs, and expenses, including, without limitation, reasonable attorneys' fees.

10. **TAXES**

(a) In the event and to the extent that any sales, use, consumption, value-added, gross receipts, excise or similar taxes, fees or surcharges (“Transaction Tax(es)”) are properly applicable to any of the transactions contemplated by this Agreement, the party responsible for collecting the Transaction Taxes shall bill and collect the Transaction Taxes from the other party from whom the Transaction Taxes are due. Transaction Taxes shall include those taxes, fees or surcharges that the other party has an obligation to pay to the billing party and/or otherwise remit directly to an imposing governmental authority if not billed by the billing party. If appropriate, the party collecting the Transaction Taxes may separately invoice the other party for the Transaction Taxes. The party to whom the Transaction Taxes are billed shall timely pay to the other party the full amount of such Transaction Taxes. Such other party shall timely remit the collected Transaction Taxes to the appropriate taxing authority or authorities. If the party from whom the Transaction Taxes are to be collected provides the other party with a properly-completed and executed exemption certificate, the other party shall neither bill nor collect such Transaction Taxes as may be covered by the certificate.

(b) A party (the “Tax Indemnifying Party”) that (i) is primarily responsible as a matter of law for a Transaction Tax or (ii) has entered into a transaction with its own customers to which a Transaction Tax is applicable, shall indemnify, defend, and hold harmless the other party and any of its affiliates and subsidiaries (the “Tax Indemnified Party”) from and against any and all claims, losses, damages, expenses and taxes, including interest and penalty, imposed, assessed or levied against the Tax Indemnified Party that are attributable to the failure of the Tax Indemnifying Party to pay any such Transaction Tax either under subparagraph 10 (a) above, or directly to the appropriate tax authority if not billed by the Tax Indemnified Party, that arises out of or in connection with any (A) transactions between the parties that are contemplated by this Agreement or (B) transactions between the Tax Indemnifying Party and its own customers or third parties.

(c) The provisions of this Paragraph 10 shall survive any expiration or sooner termination of this Agreement.

11. **INDEMNIFICATION**

Licensee agrees to indemnify and hold Network and Network's, parent and affiliated companies, and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any breach or non-performance by Licensee/Station of this Agreement or the broadcast or use of any programs, commercials or other materials provided by and/or broadcast by Licensee/Station which were not supplied by Network. Network agrees to indemnify and hold Licensee/Station and Licensee's parent and affiliated companies and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages,

liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any breach or non-performance by Network of this Agreement or the broadcast or use of any Program(s), commercials or other materials provided by Network hereunder, except for any claims arising out of Licensee's/Station's breach of its obligations hereunder, including, without limitation, its obligations under Subparagraph 7(e) above. The indemnitee in each instance will promptly notify the indemnitor in writing of any claim, demand, or action of which it becomes aware which may be covered by this indemnity. The indemnitor will promptly assume the defense of such claim, demand or action at its expense; however, the indemnitee will not be precluded from continuing the defense of its own interests at its own expense. The indemnification provisions contained in this Paragraph shall survive any expiration or sooner termination of this Agreement.

12. **GOVERNING LAW AND VENUE**

THIS AGREEMENT AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE, AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, PROVISIONS CONCERNING LIMITATIONS OF ACTION), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, NOTWITHSTANDING CONFLICT-OF-LAWS DOCTRINES OF ANY STATE OR OTHER JURISDICTIONS TO THE CONTRARY. The sole and exclusive venue of any suit or proceeding involving this Agreement shall be any federal, state or local court of competent jurisdiction located in New York, New York, and Network, Licensee and Station agree to submit to the personal jurisdiction of such courts.

13. **ASSIGNMENT**

Network reserves the right to assign this Agreement to any party. Licensee may not assign or transfer any of the rights or privileges granted to Licensee under this Agreement unless Network shall have first consented in writing, which consent shall not be unreasonably withheld, conditioned, or delayed. In the *event* Network refuses to consent to such assignment or transfer, Network shall have the right to terminate this Agreement immediately. Licensee further agrees that if any application is made to the Federal Communications Commission pertaining to any assignment or transfer of control of Station's license, or any majority interest therein, Licensee will notify Network, in writing, promptly. Licensee also agrees that if Network consents to such transfer following such notice from Licensee, and Licensee assigns or transfers control of Station's license, Licensee will procure and deliver to Network, in form satisfactory to Network, the agreement of the proposed assignee or transferee to assume and perform this Agreement in its entirety without limitation of any kind. Licensee further agrees that it will require as a condition of such assignment or transfer agreement that any of its permitted assignees or transferees must fulfill Licensee's obligations under this Agreement in full for a period of at least ninety (90) days from the date of transfer or assignment, unless otherwise agreed upon in writing by Network. In the *event* Network refuses to consent to an assignment or

transfer or if there is a change in the controlling interest of Licensee and/or Station, either party shall have the right to terminate this Agreement, with prior written notice, upon the effective date of such assignment, transfer or change in controlling interest. Notwithstanding any provision in this Paragraph, this Paragraph shall not apply to any assignment or transfer of control of Licensee or Station considered to be pro forma by the Federal Communications Commission.

14. **EQUITABLE RELIEF**

Licensee acknowledges that Network may have no adequate remedy at law in the *event* of Licensee's breach of this Agreement. Licensee therefore agrees that Network, at its option, shall be entitled to seek equitable relief, including, without limitation, an injunction and/or specific performance of this Agreement in the *event* of any breach or threatened breach of this Agreement.

15. **MISCELLANEOUS**

(a) No waiver by either party hereto of any breach of this Agreement by the other shall be deemed to be construed as a waiver of any preceding or subsequent breach thereof or any rights or remedies hereunder.

(b) A judicial determination of the invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

(c) Any notice given in connection with this Agreement must be in writing to be effective and shall be deemed to have been given on the earliest to occur of (i) hand delivery to the receiving party; (ii) the next day after deposit with a recognized nationwide overnight delivery service; (iii) the same day after transmittal via facsimile (provided a copy is deposited and sent via first class mail); or (iv) the third business day after it is enclosed in an envelope, addressed to the party to be notified at the address stated below (or such other address as may have been designated by written notice) properly stamped, sealed and deposited in the United States Mail, certified mail, return receipt requested:

If to Network:

ABC Radio  
125 West End Avenue  
New York, NY 10023  
Attn: Steve Jones, Vice President ABC News Radio  
Phone: (212) 456-5101  
Fax: (212) 456-5387

With a copy to:

ABC, Inc.  
77 West 66<sup>th</sup> Street  
New York, NY 10023  
Attn: Deputy Chief Counsel,  
Legal Affairs  
Phone: (212) 456-7760  
Fax: (212) 456-7753

If to Licensee:

Magic Broadcasting II LLC  
WYOO-FM 101.1  
7106 Laird St., Ste. 102  
Panama City Beach FL 32408

With a courtesy copy to:

(d) This Agreement constitutes the entire agreement between the parties concerning the matters set forth herein and supersedes all prior communications and understandings between the parties. This Agreement may not be modified, waived, renewed, or discharged, in whole or in part, except as provided herein, or by written agreement between the parties. The sales representative of Network, if any, has no authority to make any representations or warranties of any kind, nor is said sales representative empowered to execute this Agreement.

(e) The section headings included in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

THIS AGREEMENT INCORPORATES THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON ATTACHMENTS A AND B AND THE INTERNET ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF (THE "ATTACHMENTS").

In the event of a conflict between the terms of this Agreement and the terms of any of the Attachments, the terms of the Attachment shall control, with respect to the subject matter thereof.

[Signature page immediately follows]

The signatory signing on behalf of each party below hereby represents and warrants that it has the right and authority to sign on behalf of, and to bind, such party to this Agreement.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

AMERICAN BROADCASTING  
COMPANIES, INC., dba ABC Radio

Magic Broadcasting II LLC

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

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

Name: Larry Slover

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

Title: COO

Title: \_\_\_\_\_

Date: 8/4/2014

Date: \_\_\_\_\_

## **ATTACHMENT A**

**This is an Attachment to the Agreement between American Broadcasting Companies, Inc., dba ABC RADIO ("Network" or "ABC Radio"), and Magic Broadcasting II LLC ("Licensee"), owner and operator of radio station WYOO-FM 101.1 ("Station"), dated 17 August 2014 (the "Agreement").**

**Network has granted Licensee the right to broadcast the following ABC Radio program service (defined under the Agreement as "Program(s)") over Station's broadcast radio facilities in accordance with the terms and conditions of the Agreement:**

**ABC Information Network**

**ATTACHMENT B**

**INFORMATION NEWS NETWORK**

<b>COMMERCIAL INVENTORY BY DAYPART</b>					
<b>DAYS</b>	<b>TIMES</b>	<b>Eastern Time Zone</b>	<b>Central Time Zone</b>	<b>Mountain Time Zone</b>	<b>Pacific Time Zone</b>
<b>Monday - Friday</b>	6:00 AM - 10:00 AM	5.0	5.0	6.5	5.0
	10:00 AM - 3:00 PM	8.5	8.5	9.5	9.5
	3:00 PM - 7:00 PM	7.0	7.0	6.0	6.0
	7:00 PM - Midnight	6.5	6.5	5.0	6.5
	<b>TOTAL MINUTES:</b>	<b>27.0</b>	<b>27.0</b>	<b>27.0</b>	<b>27.0</b>
<b>Saturday</b>	6:00 AM - 12:00 PM	10.5	11.5	12.5	13.5
	12 PM - 6:00 PM	15.0	15.0	15.0	15.0
	6:00 PM - Midnight	10.5	9.5	8.5	7.5
	<b>TOTAL MINUTES:</b>	<b>36.0</b>	<b>36.0</b>	<b>36.0</b>	<b>36.0</b>
<b>Sunday</b>	6:00 AM - 12:00 PM	6.5	7.5	8.5	10.5
	12 PM - 6:00 PM	15.0	15.0	15.0	15.0
	6:00 PM - Midnight	11.0	10.0	9.0	7.0
	<b>TOTAL MINUTES:</b>	<b>32.5</b>	<b>32.5</b>	<b>32.5</b>	<b>32.5</b>
	<b>WEEKLY TOTAL MINUTES:</b>	<b>203.5</b>	<b>203.5</b>	<b>203.5</b>	<b>203.5</b>

## INTERNET ADDENDUM

This is an Internet Addendum ("Internet Addendum") to the Agreement between American Broadcasting Companies, Inc., dba ABC RADIO ("Network" or "ABC Radio"), and Magic Broadcasting II LLC ("Licensee"), owner and operator of radio station WYOO-FM 101.1 ("Station"), dated 17 August 2014 (the "Agreement").

WHEREAS, Network has granted Licensee the right to broadcast the ABC Radio program service set forth in Attachment A to the Agreement ("Program(s)") over Station's broadcast radio facilities in accordance with the terms and conditions of the Agreement; and

WHEREAS, Licensee has requested that Station be allowed to simultaneously transmit the Program(s) over Station's website; and

WHEREAS, Network has agreed to allow the Program(s) to be simultaneously transmitted over Station's website in accordance with the terms and conditions below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Subject to the terms and conditions of this Internet Addendum, Network hereby grants to Licensee and Licensee accepts a limited, non-exclusive, non-transferable license to simulcast the Program(s) airing on the Station via the Internet only through Station's website <http://www.talkradio101.com> (the "Designated Website"). The Program(s) must be available for "real-time" listening simultaneously with the radio broadcast of the Program(s) on the Station. Station may only transmit the Program(s) via the Designated Website if Station is also transmitting all of the programming then being broadcast on the Station via the Designated Website.
2. Neither Station nor Licensee shall transmit or distribute or permit any third party to transmit or distribute any part of the Program(s) via or from any other website other than the Designated Website. For example, and without limiting the foregoing, neither Station nor Licensee shall permit any part of any of the Program(s) to be accessible by a third party website nor shall they permit any part of any Program(s) to be accessible from the Designated Website if Station has permitted a third party to "frame" or create a co-branded version of the Designated Website.
3. Licensee and Station shall not archive any of the Program(s) or create a data base of audio content available at the Designated Website that contains all or any portion of the Program(s).
4. Licensee and Station shall be responsible for removing all commercials contained in the Program(s). Additionally, Licensee and Station shall be responsible for removing any music designated by Network to be removed from the Programs. Licensee and Station further agree to remove any other materials from the Program(s) upon written notice from Network.

5. Licensee and Station shall be solely responsible (i) for obtaining any and all clearances and waivers required; and (ii) for the payment of all fees required for Station to transmit the Program(s) via the Designated Website, including, without limitation, any music licensing fees, talent fees and union fees, if applicable. Licensee and Station shall maintain ASCAP, BMI, and SESAC licenses covering the Station's radio broadcasts and the Station's website.

6. Network disclaims and Licensee and Station hereby waive, any and all warranties with respect to the transmission of the Program(s) via the Designated Website. Network shall have no liability, whether in contract, tort or otherwise, and Licensee 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 Program(s) or any portion thereof via the Designated Website.

7. Licensee and Station hereby agree to indemnify and hold Network, its parent companies and their respective affiliated and subsidiary companies and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonably attorneys' fees) arising out of Station's distribution or transmission of the Program(s) over the Designated Website and/or the breach of any of the Licensee's and/or the Station's obligations, representations or warranties contained in this Internet Addendum.

8. Network shall have the right to terminate this Internet Addendum, with the rights granted herein, at any time, for any reason, upon written notice to Licensee, and in such event, Station shall immediately cease any transmission of the Program(s) over the Designated Website.

9. For the avoidance of doubt, in the event of a conflict between the terms of this Internet Addendum and the Agreement, the terms of this Internet Addendum shall prevail with respect to the subject matter hereof.



AMERICAN BROADCASTING COMPANIES, INC.,  
dba ABC RADIO



**Affiliation License Agreement**

Licensee: Magic Broadcasting II LLC

Radio Station: WVFT-FM 93.3

Street Address: 7106 Laird St., Ste. 102

City: Panama City Beach State: FL

Zip Code: 32408-7622

City of License: Gretna FL

AGREEMENT made this 17th day of August 2014, between American Broadcasting Companies, Inc., dba ABC RADIO ("Network" or "ABC Radio"), and Magic Broadcasting II LLC ("Licensee"), owner and operator of radio station WVFT-FM 93.3 ("Station") which is licensed in Gretna FL. In the event that the parties hereto have entered into a prior agreement for the affiliation of ABC Information Network programming (or its successor), this Agreement shall, as of its Effective Date, January 1, 2015 (as defined in Paragraph 3 below), supersede and replace such prior agreement in its entirety.

**WITNESSETH**

WHEREAS, Network produces the program service set forth in Attachment A (the "Program(s)") and desires that the Program(s) be broadcast over Station's facilities; and

WHEREAS, Licensee desires to license from Network the right to broadcast the Program(s) over the facilities of the Station, and Licensee has the ability to cause the Station to broadcast the Program(s), and otherwise to perform all acts necessary to enable Licensee to fulfill its obligations under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, each intending to be legally bound, hereby agree as follows:

1. **OWNERSHIP AND CONTROL OF STATION; NO VIOLATION**

This Agreement is expressly conditioned on the existence of an ownership relationship between Licensee and Station. Licensee expressly represents and warrants that it has the ability to, and agrees to, cause Station to undertake and perform all acts necessary for Licensee to fulfill Licensee's obligations under this Agreement. Licensee additionally agrees not to allow Station to act in any manner inconsistent with Licensee's obligations hereunder. Licensee further represents that the execution and delivery of this Agreement by Licensee and the performance of the transactions contemplated by this Agreement by Licensee and the Station will not violate, conflict with, or result in the breach of any terms, conditions, or provisions of any agreement or instrument to which Licensee or the Station is a party, or by which Licensee or the Station, or any of their respective properties may be bound.

2. **GRANT**

Network hereby grants to Licensee and Licensee accepts the limited right and license to broadcast the Program(s) on radio, solely over the broadcast radio facilities of Station, in Station's Primary Market Area (as defined in Paragraph 5 below). Licensee agrees to cause Station to broadcast the Program(s) in their entirety, without any deletions or alterations (except for the inclusion of local announcements in the periods designated by Network for that purpose), unless authorized in advance in writing by Network, including, without limitation, all Network commercials, identifications, and Program promotional or credit announcements. It is a material term of this Agreement that Station broadcast the Program(s) and all Network commercials in accordance with the terms of this Agreement and the Attachments.

3. **TERM**

The Initial Term of this Agreement shall be for a period of one (1) year commencing on January 1, 2015 ("Effective Date"), and expiring on December 31, 2015 (the "Initial Term"). The Initial Term and renewal term(s), if any, shall be referred to collectively as the "Term."

This Agreement shall be automatically renewed on the same terms and conditions for successive periods of one (1) year. Upon the conclusion of the Initial Term, either party may terminate this Agreement during the Term thereafter, effective at any time, upon not less than ninety (90) days' prior written notice to the other party. Network shall have the right to terminate this Agreement at any time during the Term, upon not less than thirty (30) days' prior written notice, in the event it ceases to produce or provide the Program(s). In the event of termination under this Paragraph, the rights, duties and responsibilities of

each party shall continue through the applicable notice period, provided, however, that those obligations that expressly survive or by their nature are meant to survive the termination of this Agreement (including, without limitation, Paragraphs 10, 11, 12, 14 and 15), shall remain in full force and effect.

This Agreement is binding on both parties when fully executed. This Agreement shall be deemed "fully executed" when it has either been signed by Licensee and an officer of Network, or has been signed by an officer of Network and Licensee has commenced broadcasting the Program(s).

#### 4. NETWORK COMMERCIALS

In exchange for Network's furnishing the Program(s) to Station, Licensee agrees to cause Station to broadcast all Network commercials, which are fed to Station by Network and/or Network's distribution representative (the "Network Commercial(s)"), unless Station reasonably believes that a commercial is unsuitable for broadcast in its Primary Market Area, and so advises Network in writing no later than forty-eight (48) hours prior to scheduled broadcast. Such commercials shall be broadcast in accordance with Attachment B ("Commercial Inventory by Daypart"), where applicable. Network agrees that Licensee may refuse to broadcast any commercial(s) submitted by Network hereunder, subject to the notice provision above, if such commercial(s) violate Licensee's normal broadcast standards applied to all commercial advertisers, as communicated in writing to Network and/or Network's distribution representative. In this event, Licensee will promptly notify Network and/or Network's distribution representative of its refusal to broadcast and Network will supply or authorize a replacement commercial.

In addition to the foregoing, if there is an Attachment to this Agreement requiring the payment of affiliation fees ("Affiliation Fees"), then in further consideration for Network's furnishing the Program(s) to Station, Licensee agrees to pay Network said Affiliation Fees in accordance with the terms of such Attachment.

#### 5. EXCLUSIVITY

The broadcast right and license granted by Network to Licensee shall be exclusive to Station in its "Primary Market Area" for over the air English-language broadcast on radio by Station and for no other purpose, only with respect to the newscasts contained in the Information Network programming provided hereunder (or any successor programming). For the purposes of this Paragraph, Station's "Primary Market Area" shall be deemed to be the lesser of (i) Station's 1 mv contour, if Station is an FM station; (ii) Station's 2 mv contour, if Station is an AM station; or (iii) a 35 mile radius from the Station's transmitter. Station acknowledges that Network shall have the right to provide the Program(s) to any stations whose transmitters are located outside Station's Primary Market Area and to any non-English language radio station regardless of location. Network will also have the right

to provide programming and format services other than the Program(s) to other stations both within and outside of Station's Primary Market Area, even if these other programming formats include music and features similar to those provided as part of the Program(s) herein. Station represents and warrants that, as requested by Network, it shall provide Network with an accurate copy of, and/or accurate instructions on how to access, the coverage map(s) defining Station's 1 mv, 2 mv contour and/or nighttime interference-free contour, as applicable.

6. **RESERVATION OF RIGHTS**

All licenses, rights and interest in, to and with respect to the Program(s) not specifically granted to Licensee herein shall be and are reserved to Network including, without limitation, the right to distribute the Program(s) audio by any and all means of exhibition, display, transmission, distribution, duplication, playback and performance via all forms of radio, television, computer and all other media devices, methods and improvements now known or hereafter devised, including, but not limited to, cable transmission, satellite-to-home transmission, DBS (including DARS), closed circuit distribution, distribution over networked telecommunications systems, including, but not limited to, the Internet, exhibition by means of audio cassettes, compact discs and computer storage and playback devices, and transmission and distribution by means of audio-on-demand, on-line and all other forms of interactive and digital media; provided that Network agrees that it will not authorize any other traditional over the air AM or FM broadcast radio station operating within Station's Primary Market Area to broadcast the Program(s) during the Term of this Agreement.

7. **LICENSEE'S RIGHTS AND OBLIGATIONS**

(a) The Program(s) shall be delivered to Station via satellite or an Internet-based mode of delivery as provided herein. The cost of delivering the signal to Station's satellite earth station receiver shall be borne by Network. Licensee shall have sole responsibility for the construction, installation, operation and maintenance of all facilities necessary to receive and broadcast the Program(s), including satellite receiving dishes, and the cost of delivering the signal from Station's satellite earth station receiver to its transmitter and/or studio facilities. Network will arrange for either a minimum of one (1) basic satellite receiver, not including any spare or backup receivers, to be provided to Licensee by a Network vendor ("Vendor") or for such other satellite or Internet-based mode of delivery as Network deems appropriate. If delivery is to be made by satellite receiver, Network will pay the purchase price for such receiver including any sales and/or use tax, if applicable, to the Vendor on behalf of Licensee, and the receiver will be delivered by Vendor directly to Licensee. Licensee acknowledges and agrees that title, and risk of loss with respect to the receiver will pass directly from Vendor to Licensee. As the legal owner of the receiver, Licensee further acknowledges and agrees that it will be responsible for (i) any personal property taxes on the receiver that may apply in

Licensee's jurisdiction and (ii) the costs of maintaining and insuring the receiver.

(b) Notwithstanding anything to the contrary in this Agreement, and consistent with Licensee's obligations pursuant to the applicable provisions of the Communications Act of 1934, as amended. Licensee shall have the right, with respect to any particular Program, to delete any material that it reasonably believes unsuitable for broadcast or to preempt for a program of immediate and greater local, regional or national importance, excluding local sports. Licensee agrees to give Network prompt written notice of any such preemption and to broadcast the Network Commercials contained within the pre-empted Program within fourteen (14) days or the flight of the Network Commercial whichever is shorter. Time is of the essence for the fulfillment of Licensee's obligations contained in this Paragraph 7(b).

(c) Network or Network's distribution representative will provide Licensee with, Declaration of Clearance and Affidavit of Performance forms for completion by Licensee to verify the dates and times that each of the Program(s) and Network Commercials hereunder were broadcast. Licensee agrees to submit the completed forms to Network no later than ten (10) days after Licensee's broadcast thereof. Licensee is responsible for the strict accuracy of these forms.

(d) Licensee shall submit such other reports as may be reasonably requested by Network concerning the broadcast of the Program(s) by Station, including, but not limited to electronic forms if Network implements electronic verification. Upon request, Licensee shall submit an additional affidavit provided by Network, 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), Licensee agrees to maintain records noting the exact date and time when Network Commercials were broadcast by Licensee. Such records must be maintained by Licensee for at least one (1) year following the broadcast.

(e) Licensee shall be solely responsible for maintaining all necessary radio station licenses, including music performance rights licenses, as now are or hereafter may be in general use by radio broadcasting stations and necessary for Station to broadcast the Program(s) and for the payment of any public performance music licenses or other payments which may be required to be paid to any party or organization, such as BMI, ASCAP, SESAC, or any other like organization on account of the broadcast of the music contained in the Program(s).

(f) In the event that Licensee at any time files an application to change Station's City of License or its transmitter location, or power or direction/configuration of its antenna thereby affecting its signal contour, or changes its frequency or hours of operation, Licensee agrees to notify Network, in writing within five (5) business days of any such application for such change, and if such change causes a degradation in quality of

transmission or changes the reach of the transmission, in Network's good faith estimation, Network shall have the right at any time from the date of such notice until sixty (60) days thereafter, to terminate this Agreement, effective upon thirty (30) days' prior written notice.

(g) Licensee agrees not to authorize, cause, permit or enable anything to be done (including, but not limited to, cablecasting, and distribution or transmission over the Internet) whereby the Program(s) may be used for any purpose other than over-the-air radio broadcasting by Station in its Primary Market Area, which broadcast is intended for reception by the general public in places to which no admission is charged, provided, however, that solely in accordance with the terms and conditions of the attached Internet Addendum, Licensee may stream a live simulcast stream of the Programs, but there shall be no exclusivity with respect to such Internet distribution. Under no circumstances may the Program(s) be excerpted for distribution, retransmission, caching, downloading or otherwise archived or offered as a product separate from Licensee's broadcast of the Program(s). In addition, Licensee may not specifically market, promote, or otherwise advertise the Program(s) separate from Licensee's broadcast content. Moreover, Licensee may not permit indexing of its content for digital access by third parties so that the Program(s) can be played or replayed on demand. Licensee further agrees not to authorize, cause, permit, or enable anything to be done whereby the Program(s) is/are rebroadcast over a translator outside the community to which Station is licensed, even if such translator was carrying Station's signal prior to the commencement of this Agreement.

(h) Licensee shall have the right to advertise and publicize and authorize others to advertise and publicize by means customary in the broadcast industry Station's broadcast of the Program(s), provided that Station shall first obtain Network's written permission. No advertisement shall be in the form of an endorsement, direct or indirect, of any product, service or advertiser.

(i) No portion of any Program(s), whether live or recorded, may be edited, altered, deleted or juxtaposed in any manner at any time, without Network's prior written approval in each instance.

(j) Subject to the terms and conditions of this Agreement, Licensee agrees to use commercially reasonable efforts to promote the Program(s) in Station's Primary Market Area, and further agrees not to disclose any Confidential Information obtained by Licensee as a result of its affiliation with Network. For purposes of this Agreement, "Confidential Information" shall mean:

(i) the terms of this Agreement; and

(ii) any information pertaining to the Program(s), including, without limitation, research, development and business plan information other than information that is generally available to the public, as provided by Network .

(k) Licensee shall not be responsible for failure to perform due to causes beyond

its control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes.

(l) If there is an Attachment to this Agreement requiring the payment of Affiliation Fees, then Licensee shall be responsible for the prompt payment of all such Affiliation Fees in accordance with the terms of said Attachment.

## 8. NETWORK'S RIGHTS AND OBLIGATIONS

(a) All decisions regarding content, format and length of the Program(s) shall be made by Network; provided, however, that Station shall not be required to air the Program for any greater length of time than provided for in this Agreement. Network may, in its sole discretion, change the name or any element associated with the Program(s) including, but not limited to, the number of Network Commercials and format clocks, or may discontinue the Program(s) in their entirety. In the event Network discontinues the Program(s), it shall give Licensee at least ninety (90) days prior written notice or as much notice as is practicable under the circumstances. This Agreement shall terminate on the last transmission date.

(b) Network shall not be responsible or incur any liability whatsoever for interruptions or discontinuance of the Program(s) due to causes beyond its control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes.

(c) Network shall not be responsible for any signal loss or degradation of any kind in the transmission of the Program(s) to Licensee, which is due to atmospheric conditions, failure of satellite or common carrier facilities, third party interference, or other circumstances beyond Network's control.

(d) Network will have the right to terminate this Agreement or suspend Licensee's rights to broadcast the Program(s), upon not less than on ten (10) days' prior written notice and Licensee's failure to cure within such notice period, upon the occurrence of any of the following:

(i) Licensee's failure to perform any of its obligations in any material respect as set forth herein;

(ii) Licensee's failure to make any payment, including payment of any applicable Affiliation Fees, when due; Licensee's failure to broadcast any Network Commercials (other than as expressly permitted herein or Commercials which are unsuitable for broadcast in Station's Primary Market Area); Licensee's failure to return accurate Declarations of Clearance and Affidavit of Performance forms in accordance with Subparagraph 7(c) herein; provided that, Licensee's failure to perform pursuant to this Subparagraph 8(d)(ii) is not due to causes beyond its control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes;

(iii) A change in Station's transmitter location, power, frequency or hours of operation in accordance with Subparagraph 7(f) herein;

(iv) Except as set forth in Paragraph 13, loss, abandonment, assignment or transfer of Station's license or commencement or termination of an approved "LMA" arrangement at Station;

(v) Cessation of operations by Licensee over Station facilities for more than twenty-four (24) hours for any reason, or failure to maintain the equipment necessary to receive the Program(s), provided that, such cessation is not due to causes beyond Licensee's control, including, but not limited to, a failure of facilities, Acts of God, government or court action, or labor disputes, and further provided that Licensee has resumed its normal broadcast operations within seven (7) days of the cessation of such operations;

If Network exercises its right to terminate under this Paragraph 8(d) other than under clause (d)(iii) above, Licensee shall also become liable for payment of (i) an amount equal to the total amount of Affiliation Fees (if any) which Licensee was obligated to pay Network under this Agreement during the Term and which Licensee both has not paid prior to termination and would have been required to pay during the remainder of the Term, and (ii) an amount equal to the value of the commercial time on Station which Licensee was obligated under this Agreement to provide for Network's Commercials during the Term and which it both has not provided prior to termination and would have been required to provide during the remainder of the Term. Such value will be determined by Network based on that month's prevailing cost per point (CPP) rate as determined by the Network multiplied by the Licensee's most recently reported monthly AQH multiplied by the inventory units licensee failed to run.

(e) If Station has the capability to broadcast radio programming in high-definition ("HD"), Network reserves the right to require Station to broadcast any HD Programs licensed hereunder in HD radio.

## 9. **USE AND OWNERSHIP OF THE PROGRAM(S)**

(a) As between Network and Licensee, Licensee acknowledges that the copyrights and all other proprietary rights in and to the Program(s), format and/or logos are exclusively owned by and reserved to Network. Licensee shall neither acquire nor assert copyright ownership or any other proprietary rights in the Program(s), format, and/or logos, or in any derivation, adaptation, variation or names thereof. Without limiting the foregoing, Licensee hereby assigns to Network all of Licensee's worldwide right, title and interest in the Program(s), format, and/or logos, and in any material objects consisting of or incorporating any artwork or other copyrightable materials relating to the Program(s),

format, and/or logos, created by or for Licensee.

(b) As a condition to the grant of rights hereunder, all approved printed materials used by Licensee in connection with the Program(s), including but not limited to, advertising and promotional materials, shall bear a properly located copyright notice and/or such other notices as Network specifies to Licensee in writing.

(c) All uses of the names of the programming and format and the trademarks and service marks associated therewith (collectively, the "Marks") by Licensee hereunder shall inure to Network's benefit. Licensee acknowledges that, as between Licensee/Station and Network, Network is the exclusive owner of all the Marks and the trademark rights created by such uses.

(d) It is expressly understood that Licensee must receive prior written approval from Network for each use of the Network name and any other format element or logos or other Marks. Whenever possible, Licensee agrees to use advertising and promotional materials supplied to it by Network. It is expressly understood and agreed that Licensee shall not have the right to use the Marks or any program elements for merchandising purposes.

(e) Upon expiration or other termination of this Agreement, Licensee shall immediately cease all uses of the Marks, the Program(s), the format and all other materials associated therewith and shall not thereafter adopt any other mark or other designations confusingly similar to the Marks.

(f) Licensee shall perform, at Network's expense, all acts reasonably required by Network to control and monitor the use of the Marks. Licensee shall notify Network promptly of any other broadcast owners or other entities or persons who are using the Marks in Licensee's Primary Market Area and will assist Network, at Network's expense, in terminating any such unauthorized uses. Licensee shall cooperate, at Network's expense, in any legal action that Network deems necessary to resolve any potential infringing uses by third parties. If Licensee is sued in an action claiming that Licensee's use of the Marks (provided such use is in strict accordance with the terms of this Agreement) constitute an infringement of a third party's rights, Licensee shall not challenge Network's right to intervene in the action, provided that Network deems such intervention is necessary, and Network shall indemnify and hold harmless Licensee from any resulting damages, costs, and expenses, including, without limitation, reasonable attorneys' fees.

10. **TAXES**

(a) In the event and to the extent that any sales, use, consumption, value-added, gross receipts, excise or similar taxes, fees or surcharges (“Transaction Tax(es)”) are properly applicable to any of the transactions contemplated by this Agreement, the party responsible for collecting the Transaction Taxes shall bill and collect the Transaction Taxes from the other party from whom the Transaction Taxes are due. Transaction Taxes shall include those taxes, fees or surcharges that the other party has an obligation to pay to the billing party and/or otherwise remit directly to an imposing governmental authority if not billed by the billing party. If appropriate, the party collecting the Transaction Taxes may separately invoice the other party for the Transaction Taxes. The party to whom the Transaction Taxes are billed shall timely pay to the other party the full amount of such Transaction Taxes. Such other party shall timely remit the collected Transaction Taxes to the appropriate taxing authority or authorities. If the party from whom the Transaction Taxes are to be collected provides the other party with a properly-completed and executed exemption certificate, the other party shall neither bill nor collect such Transaction Taxes as may be covered by the certificate.

(b) A party (the “Tax Indemnifying Party”) that (i) is primarily responsible as a matter of law for a Transaction Tax or (ii) has entered into a transaction with its own customers to which a Transaction Tax is applicable, shall indemnify, defend, and hold harmless the other party and any of its affiliates and subsidiaries (the “Tax Indemnified Party”) from and against any and all claims, losses, damages, expenses and taxes, including interest and penalty, imposed, assessed or levied against the Tax Indemnified Party that are attributable to the failure of the Tax Indemnifying Party to pay any such Transaction Tax either under subparagraph 10 (a) above, or directly to the appropriate tax authority if not billed by the Tax Indemnified Party, that arises out of or in connection with any (A) transactions between the parties that are contemplated by this Agreement or (B) transactions between the Tax Indemnifying Party and its own customers or third parties.

(c) The provisions of this Paragraph 10 shall survive any expiration or sooner termination of this Agreement.

11. **INDEMNIFICATION**

Licensee agrees to indemnify and hold Network and Network's, parent and affiliated companies, and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any breach or non-performance by Licensee/Station of this Agreement or the broadcast or use of any programs, commercials or other materials provided by and/or broadcast by Licensee/Station which were not supplied by Network. Network agrees to indemnify and hold Licensee/Station and Licensee's parent and affiliated companies and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages,

liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any breach or non-performance by Network of this Agreement or the broadcast or use of any Program(s), commercials or other materials provided by Network hereunder, except for any claims arising out of Licensee's/Station's breach of its obligations hereunder, including, without limitation, its obligations under Subparagraph 7(e) above. The indemnitee in each instance will promptly notify the indemnitor in writing of any claim, demand, or action of which it becomes aware which may be covered by this indemnity. The indemnitor will promptly assume the defense of such claim, demand or action at its expense; however, the indemnitee will not be precluded from continuing the defense of its own interests at its own expense. The indemnification provisions contained in this Paragraph shall survive any expiration or sooner termination of this Agreement.

12. **GOVERNING LAW AND VENUE**

THIS AGREEMENT AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE, AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, PROVISIONS CONCERNING LIMITATIONS OF ACTION), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, NOTWITHSTANDING CONFLICT-OF-LAWS DOCTRINES OF ANY STATE OR OTHER JURISDICTIONS TO THE CONTRARY. The sole and exclusive venue of any suit or proceeding involving this Agreement shall be any federal, state or local court of competent jurisdiction located in New York, New York, and Network, Licensee and Station agree to submit to the personal jurisdiction of such courts.

13. **ASSIGNMENT**

Network reserves the right to assign this Agreement to any party. Licensee may not assign or transfer any of the rights or privileges granted to Licensee under this Agreement unless Network shall have first consented in writing, which consent shall not be unreasonably withheld, conditioned, or delayed. In the *event* Network refuses to consent to such assignment or transfer, Network shall have the right to terminate this Agreement immediately. Licensee further agrees that if any application is made to the Federal Communications Commission pertaining to any assignment or transfer of control of Station's license, or any majority interest therein, Licensee will notify Network, in writing, promptly. Licensee also agrees that if Network consents to such transfer following such notice from Licensee, and Licensee assigns or transfers control of Station's license, Licensee will procure and deliver to Network, in form satisfactory to Network, the agreement of the proposed assignee or transferee to assume and perform this Agreement in its entirety without limitation of any kind. Licensee further agrees that it will require as a condition of such assignment or transfer agreement that any of its permitted assignees or transferees must fulfill Licensee's obligations under this Agreement in full for a period of at least ninety (90) days from the date of transfer or assignment, unless otherwise agreed upon in writing by Network. In the *event* Network refuses to consent to an assignment or

transfer or if there is a change in the controlling interest of Licensee and/or Station, either party shall have the right to terminate this Agreement, with prior written notice, upon the effective date of such assignment, transfer or change in controlling interest. Notwithstanding any provision in this Paragraph, this Paragraph shall not apply to any assignment or transfer of control of Licensee or Station considered to be pro forma by the Federal Communications Commission.

14. **EQUITABLE RELIEF**

Licensee acknowledges that Network may have no adequate remedy at law in the *event* of Licensee's breach of this Agreement. Licensee therefore agrees that Network, at its option, shall be entitled to seek equitable relief, including, without limitation, an injunction and/or specific performance of this Agreement in the *event* of any breach or threatened breach of this Agreement.

15. **MISCELLANEOUS**

(a) No waiver by either party hereto of any breach of this Agreement by the other shall be deemed to be construed as a waiver of any preceding or subsequent breach thereof or any rights or remedies hereunder.

(b) A judicial determination of the invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

(c) Any notice given in connection with this Agreement must be in writing to be effective and shall be deemed to have been given on the earliest to occur of (i) hand delivery to the receiving party; (ii) the next day after deposit with a recognized nationwide overnight delivery service; (iii) the same day after transmittal via facsimile (provided a copy is deposited and sent via first class mail); or (iv) the third business day after it is enclosed in an envelope, addressed to the party to be notified at the address stated below (or such other address as may have been designated by written notice) properly stamped, sealed and deposited in the United States Mail, certified mail, return receipt requested:

If to Network:

ABC Radio  
125 West End Avenue  
New York, NY 10023  
Attn: Steve Jones, Vice President ABC News Radio  
Phone: (212) 456-5101  
Fax: (212) 456-5387

With a copy to:

ABC, Inc.  
77 West 66<sup>th</sup> Street  
New York, NY 10023  
Attn: Deputy Chief Counsel,  
Legal Affairs  
Phone: (212) 456-7760  
Fax: (212) 456-7753

If to Licensee:

Magic Broadcasting II LLC  
WVFT-FM 93.3  
7106 Laird St., Ste. 102  
Panama City Beach FL 32408

With a courtesy copy to:

(d) This Agreement constitutes the entire agreement between the parties concerning the matters set forth herein and supersedes all prior communications and understandings between the parties. This Agreement may not be modified, waived, renewed, or discharged, in whole or in part, except as provided herein, or by written agreement between the parties. The sales representative of Network, if any, has no authority to make any representations or warranties of any kind, nor is said sales representative empowered to execute this Agreement.

(e) The section headings included in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

THIS AGREEMENT INCORPORATES THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON ATTACHMENTS A AND B AND THE INTERNET ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF (THE "ATTACHMENTS").

In the event of a conflict between the terms of this Agreement and the terms of any of the Attachments, the terms of the Attachment shall control, with respect to the subject matter thereof.

[Signature page immediately follows]

The signatory signing on behalf of each party below hereby represents and warrants that it has the right and authority to sign on behalf of, and to bind, such party to this Agreement.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

AMERICAN BROADCASTING  
COMPANIES, INC., dba ABC Radio

Magic Broadcasting II LLC

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

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

Name: Larry Skov

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

Title: CEO

Title: \_\_\_\_\_

Date: 8/4/2014

Date: \_\_\_\_\_

## **ATTACHMENT A**

**This is an Attachment to the Agreement between American Broadcasting Companies, Inc., dba ABC RADIO ("Network" or "ABC Radio"), and Magic Broadcasting II LLC ("Licensee"), owner and operator of radio station WVFT-FM 93.3 ("Station"), dated 17 August 2014 (the "Agreement").**

**Network has granted Licensee the right to broadcast the following ABC Radio program service (defined under the Agreement as "Program(s)") over Station's broadcast radio facilities in accordance with the terms and conditions of the Agreement:**

**ABC Information Network**

**ATTACHMENT B**

**INFORMATION NEWS NETWORK**

<b>COMMERCIAL INVENTORY BY DAYPART</b>					
<b>DAYS</b>	<b>TIMES</b>	<b>Eastern Time Zone</b>	<b>Central Time Zone</b>	<b>Mountain Time Zone</b>	<b>Pacific Time Zone</b>
<b>Monday - Friday</b>	6:00 AM - 10:00 AM	5.0	5.0	6.5	5.0
	10:00 AM - 3:00 PM	8.5	8.5	9.5	9.5
	3:00 PM - 7:00 PM	7.0	7.0	6.0	6.0
	7:00 PM - Midnight	6.5	6.5	5.0	6.5
	<b>TOTAL MINUTES:</b>	<b>27.0</b>	<b>27.0</b>	<b>27.0</b>	<b>27.0</b>
<b>Saturday</b>	6:00 AM - 12:00 PM	10.5	11.5	12.5	13.5
	12 PM - 6:00 PM	15.0	15.0	15.0	15.0
	6:00 PM - Midnight	10.5	9.5	8.5	7.5
	<b>TOTAL MINUTES:</b>	<b>36.0</b>	<b>36.0</b>	<b>36.0</b>	<b>36.0</b>
<b>Sunday</b>	6:00 AM - 12:00 PM	6.5	7.5	8.5	10.5
	12 PM - 6:00 PM	15.0	15.0	15.0	15.0
	6:00 PM - Midnight	11.0	10.0	9.0	7.0
	<b>TOTAL MINUTES:</b>	<b>32.5</b>	<b>32.5</b>	<b>32.5</b>	<b>32.5</b>
	<b>WEEKLY TOTAL MINUTES:</b>	<b>203.5</b>	<b>203.5</b>	<b>203.5</b>	<b>203.5</b>

## INTERNET ADDENDUM

This is an Internet Addendum ("Internet Addendum") to the Agreement between American Broadcasting Companies, Inc., dba ABC RADIO ("Network" or "ABC Radio"), and Magic Broadcasting II LLC ("Licensee"), owner and operator of radio station WVFT-FM 93.3 ("Station"), dated 17 August 2014 (the "Agreement").

WHEREAS, Network has granted Licensee the right to broadcast the ABC Radio program service set forth in Attachment A to the Agreement ("Program(s)") over Station's broadcast radio facilities in accordance with the terms and conditions of the Agreement; and

WHEREAS, Licensee has requested that Station be allowed to simultaneously transmit the Program(s) over Station's website; and

WHEREAS, Network has agreed to allow the Program(s) to be simultaneously transmitted over Station's website, in accordance with the terms and conditions below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Subject to the terms and conditions of this Internet Addendum, Network hereby grants to Licensee and Licensee accepts a limited, non-exclusive, non-transferable license to simulcast the Program(s) airing on the Station via the Internet only through Station's website <http://www.freedom93fm.com> (the "Designated Website"). The Program(s) must be available for "real-time" listening simultaneously with the radio broadcast of the Program(s) on the Station. Station may only transmit the Program(s) via the Designated Website if Station is also transmitting all of the programming then being broadcast on the Station via the Designated Website.

2. Neither Station nor Licensee shall transmit or distribute or permit any third party to transmit or distribute any part of the Program(s) via or from any other website other than the Designated Website. For example, and without limiting the foregoing, neither Station nor Licensee shall permit any part of any of the Program(s) to be accessible by a third party website nor shall they permit any part of any Program(s) to be accessible from the Designated Website if Station has permitted a third party to "frame" or create a co-branded version of the Designated Website.

3. Licensee and Station shall not archive any of the Program(s) or create a data base of audio content available at the Designated Website that contains all or any portion of the Program(s).

4. Licensee and Station shall be responsible for removing all commercials contained in the Program(s). Additionally, Licensee and Station shall be responsible for removing any music designated by Network to be removed from the Programs. Licensee and Station further agree to remove any other materials from the Program(s) upon written notice from Network.

5. Licensee and Station shall be solely responsible (i) for obtaining any and all clearances and waivers required; and (ii) for the payment of all fees required for Station to transmit the Program(s) via the Designated Website, including, without limitation, any music licensing fees, talent fees and union fees, if applicable. Licensee and Station shall maintain ASCAP, BMI, and SESAC licenses covering the Station's radio broadcasts and the Station's website.

6. Network disclaims and Licensee and Station hereby waive, any and all warranties with respect to the transmission of the Program(s) via the Designated Website. Network shall have no liability, whether in contract, tort or otherwise, and Licensee 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 Program(s) or any portion thereof via the Designated Website.

7. Licensee and Station hereby agree to indemnify and hold Network, its parent companies and their respective affiliated and subsidiary companies and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonably attorneys' fees) arising out of Station's distribution or transmission of the Program(s) over the Designated Website and/or the breach of any of the Licensee's and/or the Station's obligations, representations or warranties contained in this Internet Addendum.

8. Network shall have the right to terminate this Internet Addendum, with the rights granted herein, at any time, for any reason, upon written notice to Licensee, and in such event, Station shall immediately cease any transmission of the Program(s) over the Designated Website.

9. For the avoidance of doubt, in the event of a conflict between the terms of this Internet Addendum and the Agreement, the terms of this Internet Addendum shall prevail with respect to the subject matter hereof.