

Licensing Agreement Change Addendum

This Addendum is a material part of the Licensing Agreement # FB075607 (the "Agreement") commencing 9/14/12 by and between WILN-FM ("Licensee") and FirstCom Music, a unit of Universal Music – Z Tunes LLC ("FirstCom"). This Addendum modifies, supplements, and/or amends the terms of the Agreement only to the extent expressly set forth herein:

Effective immediately the following Station will be removed from the License Agreement and the Barter rotation:

WPCF-AM

All remaining terms of the agreement remain unchanged and in effect.

WILN-FM (Licensee)



Authorized Signature

Larry Stover / COO
Printed Name/Title

Date: 9/16/2014

FirstCom Music, a unit of Universal Music – Z
Tunes LLC



Carol A. Riffert, Vice Pres. UGM

Date: 9/16/14

Licensee and FirstCom agree that a faxed counterpart of this Addendum evidencing the signature of a party shall be effective as an original signature.



| |
|---|
| Customer ID #: _____ Offer Exp. Date: <u>9/14/12</u> |
| Bill Number: <u>NEW</u> |
| FirstCom Representative: <u>Ida Yarbrough-Griffin</u> Customer Code: <u>2, 10, 5, 8, 11</u> |
| Con. Type: <u>Radio Barter</u> |

FirstCom Music, a unit of Universal Music - Z Tunes LLC

1325 Capital Parkway, Suite 109 * Carrollton, TX 75006 * 972-446-8742 * 800-858-8880
Customer Service: 800-858-5558 * Fax: 972-389-4333 * 972-389-4330 * info@firstcom.com

BLANKET BARTER AGREEMENT - ONLINE ONLY

Master and Synchronization Agreement

This Agreement is made this **13th day of September, 2012** by and between FirstCom Music, a unit of Universal Music - Z Tunes LLC, 1325 Capital Parkway, Suite 109, Carrollton, TX 75006 (hereafter referred to as FIRSTCOM) and **WILN-FM WYOO-FM WYYX-FM WVVE-FM WPCF-AM, 7106 Laird St Ste 102, Panama City, FL 32408-7622** (hereafter referred to as LICENSEE).

FIRSTCOM is the owner or administrator of certain rights in and to the musical compositions and sound recordings (hereafter referred to as COMPOSITIONS) in the PRODUCTION MUSIC LIBRARIES: **4Radio Producers, 4TV Producers, FirstCom Music, HollywoodMusic, Music House, Music House 2.0, Chappell, Chappell AV, Chappell European Classical Series, Chappell Nuggets Series, Chappell World Series, Chronicles of Hip Hop, Director's Choice, See Trailer Tracks, Classical, OneMusic, OneMusic 100+, Gotham, AccessMusic, Access Promo Series, Headspace, Roadside Couch Records, EVO, Velocity, Galerie, Connect, PowerPlay, NoisePump, DarkFly, MasterSource and BBC Library** (hereafter referred to as LIBRARIES). LICENSEE desires to license the music in the LIBRARIES for the purpose of synchronization with LICENSEE's productions produced at location listed above. For the avoidance of doubt, the term "CD," as used throughout this Agreement, shall mean a physical compact disc and/or a digital-file equivalent.

FIRSTCOM HEREBY GRANTS TO LICENSEE THE FOLLOWING RIGHTS:

1. The non-exclusive, right, license and authority to synchronize and embody those COMPOSITIONS in the LIBRARIES with LICENSEE's audio visual and sound recording productions only, at LICENSEE'S location listed above, and without the addition of sung words, to make copies of such embodiments and to distribute such copies (as limited in Paragraph 5) throughout the TERRITORY (as defined in paragraph two (2) below) subject to the terms and conditions of this Agreement. LICENSEE may continue to distribute such copies in perpetuity, even after termination of this Agreement, so long as the production is not altered in any way (either its audio or visual parts) provided it embodies the COMPOSITIONS in the manner set forth in paragraph 5 herein. Upon expiration of this agreement, LICENSEE's ability to download (if applicable) the musical compositions from the WEBSITE and LICENSEE's ability to possess, control, use or exploit any of the DOWNLOADED COMPOSITIONS will terminate. To that effect, LICENSEE shall, within ten (10) days of either (i) LICENSEE's receipt of FIRSTCOM's notice of termination, or, (ii) upon expiration of the licensing term as referred to below, destroy all electronic files of the DOWNLOADED COMPOSITIONS in its possession and return to FIRSTCOM an executed Affirmation of Destruction (attached hereto as Exhibit A).

2. The TERRITORY covered by this license is Licensee's DMA.

3. The Term of this license is for a period of **Three (3) Year(s)**, commencing on the **14th day of September, 2012** and ending on the **13 th day of September, 2015**.

4. **The number of CDs LICENSEE is entitled to retain and use to create productions during the Term of this Agreement, and without exchanges, is 145 initially from: Director's Choice, 4Radio Producers, 4TV Producers, FirstCom, EVO, AccessMusic, AccessMusic PromoSeries, OneMusic, OneMusic.100+, Gotham, HollywoodMusic, Chronicles of Hip Hop, HeadSpace, Velocity, SEE Trailer Tracks, Roadside Couch Records, PowerPlay, DarkFly and MasterSource plus all new releases from EVO during the Term.**

Note: New releases will not be shipped until the initial disc allotment has been selected by LICENSEE. In the event LICENSEE would like to add any additional CDs, each additional CD will be invoiced at a rate of **Sixty US Dollars (\$60.00)** US Dollars per CD for the balance of the term of the Agreement.

FIRSTCOM reserves the right to remove any FirstCom Exclusive Materials from LICENSEE and to provide LICENSEE with reasonable substitute FIRSTCOM COMPOSITIONS.

11. In the event that LICENSEE violates this Agreement or breaches any of its covenants contained herein, LICENSEE, upon written notice from FIRSTCOM, shall have a period of thirty (30) days to materially cure such claim. If claim is not resolved during such period, the license hereunder may be terminated at FIRSTCOM's sole discretion. FIRSTCOM shall thereafter be under no obligation to license to LICENSEE the use of the LIBRARIES or any COMPOSITIONS contained herein for any purpose whatsoever. In addition to any other remedy available to FIRSTCOM, should LICENSEE be unable to cure such claim during the thirty (30) days, FIRSTCOM shall thereupon be entitled to seek an injunction to enjoin LICENSEE from any new use of said LIBRARIES produced before or after notification of breach.

12. Based upon LICENSEE's full and complete performance under this Agreement and provided that LICENSEE is not in material breach of this Agreement, FIRSTCOM agrees to indemnify LICENSEE and hold it harmless from and against any and all losses and damages, incurred as a result of a breach of FIRSTCOM's representations and warranties hereunder, provided, however, that FIRSTCOM's total liability for indemnification hereunder shall not exceed the amount received by FIRSTCOM from LICENSEE under this Agreement as of the date of FIRSTCOM's receipt of notice of alleged breach.

LICENSEE warrants and represents that: (i) it has the right and power to enter into this Agreement, and to fully perform in accordance with all of the terms hereof; and (ii) it shall comply with all applicable laws, rules and regulations in the performance of its obligations hereunder. LICENSEE shall indemnify, defend and hold harmless FIRSTCOM from and against any loss or damage suffered by FIRSTCOM as a result of any use of any COMPOSITION that is inconsistent with the terms of this Agreement or any breach or alleged breach of LICENSEE's warranties or representations hereunder.

13. FIRSTCOM and LICENSEE shall keep confidential and not disclose to any third party the terms of this Agreement without the prior written consent of the other, except that: (a) the terms hereof may be disclosed, on a confidential basis, to the respective party's employees, attorneys and accountants; (b) the terms may be disclosed in any discovery proceedings related to the lawsuits filed by or against the disclosing party, provided that commercially reasonable efforts will be made by the disclosing party to require that the terms of the Agreement be maintained as confidential; and (c) the terms may be disclosed to the extent necessary to comply with any applicable law, court order or inquiry by a taxing authority, provided that commercially reasonable efforts will be made by the disclosing party to require that the terms of the Agreement be maintained as confidential.

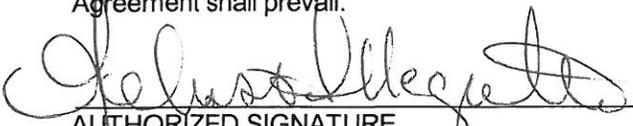
14. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas and the jurisdiction of any dispute hereunder shall be with the United States Court, located in Dallas County, Texas.

15. The license granted herein shall not become effective for any purpose until accepted and executed by an authorized representative on behalf of LICENSEE and by an authorized representative on behalf of FIRSTCOM, and payments or network commercial time are made by LICENSEE as provided herein. Notwithstanding the foregoing, this Agreement shall be binding upon full and complete execution by the parties hereto. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that FIRSTCOM may, without the consent of LICENSEE, assign this Agreement, or any of its rights or obligations hereunder, to any party controlling, controlled by or under common control with FIRSTCOM, to any party as part of a sale by FIRSTCOM of stock or a substantial portion of FIRSTCOM's assets or to any party with whom FIRSTCOM may merge or enter any other business combination.

16. The transmission of any and all material via www.firstcom.com is provided "as is," "with all faults," and FIRSTCOM disclaims all warranties, express, implied, statutory or otherwise, regarding the transmission. FIRSTCOM specifically disclaims any implied warranties of merchantability, fitness for a particular purpose (even if advised of such purpose), or arising from a course of dealing or usage of trade. The entire risk arising out of the use or performance of www.firstcom.com remains with licensee. FIRSTCOM does not warrant that www.firstcom.com will meet customer's requirements or that operation will be uninterrupted or error-free. LICENSEE agrees that FIRSTCOM shall have no liability for any damages, whether actual or consequential, arising from any system or software problem that may result from the use of www.firstcom.com. LICENSEE agrees that any disputes concerning transmissions from www.firstcom.com must be reported to FIRSTCOM within twenty-four (24) hours of the disputed transmission, via e-mail, to webmaster@firstcom.com. FIRSTCOM has thirty (30) days to remedy the dispute.

NOTE: Expiration Date for Bonus FC/FX is 9/14/12; if the Executed Agreement is Not Received by 9/14/12 the Special Offer is Null and Void.

17. This Agreement (including any applicable addenda) constitutes the entire agreement of the parties hereto and may not be amended except by an agreement in writing executed by the parties hereto. To the extent that the terms and conditions of this Agreement conflict with another unexecuted document (i.e., purchase order, etc.) then the terms of this Agreement shall prevail.



AUTHORIZED SIGNATURE
WILN-FM WYOO-FM WYYX-FM WVVE-FM WPCF-AM
Magic Broadcasting, Inc.

CAROL A. RIFFERT
Vice President/General Manager
FirstCom Music, a Unit of Universal Music - Z Tunes LLC
Fed ID#: 20-8027784

GM/VP
TITLE
NELISSA ALIBRETTI
PRINT NAME

DATE: 9/13/12
FEDERAL TAX ID: 27-2139538

DATE: _____

Ship To:
Contact: Marc Summers
Address 1: 7106 Laird St
Address 2: Suite 102
City,State Zip: Panama City, FL 32408-7622
E-Mail Address: msummers@magicfl.com

Bill To:
Contact: _____
Address 1: _____
Address 2: _____
City,State Zip: _____
E-Mail Address: _____

AUTHORIZED WEB USERS:

| <u>USER FIRST/LAST NAME</u> | <u>EMAIL ADDRESS</u> | <u>ACCESS LEVEL</u> | <u>PHONE #</u> |
|------------------------------|-----------------------------|---------------------|-----------------------|
| ADMINISTRATOR: | | | |
| <u>Marc Summers</u> | <u>msummers@magicfl.com</u> | <u>VIRTUAL</u> | <u>(850) 233-6606</u> |
| OTHER USERS (if applicable): | | | |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

FirstCom Music
1325 Capital Parkway, Suite 109
Carrollton, TX 75006
Website: www.firstcom.com
Phone: (972) 44-MUSIC Fax: (972) 389-4333
Please make checks payable to FirstCom Music
Remittance Address: 15040 Collections Center Drive, Chicago, IL 60693
Returns Address: 1325 Capital Parkway, Suite 109, Carrollton, TX 75006

**Exhibit A
Affidavit of Destruction**

NOTE: THIS AFFIDAVIT DOES NOT NEED TO BE COMPLETED NOW. THIS SHOULD BE COMPLETED AT EXPIRATION OF THE ATTACHED LICENSE.

I, Neussa Allegretto, am the GM / VP
(Authorized Agent) (Title)
for MAGIC BROADCASTING II, LLC ("LICENSEE").
(Company Name)

Reference is made to the Agreement between LICENSEE and FirstCom Music – a unit of Universal Music – Z Tunes LLC (hereafter referred to as FIRSTCOM) for the license of musical compositions and sound recordings (hereafter referred to as COMPOSITIONS) in the Production Music Libraries (hereafter referred to as LIBRARIES) via download from the www.firstcom.com website.

Reference is made to any COMPOSITIONS actually downloaded by LICENSEE. As of **(today's date)** _____, LICENSEE held electronic files of the COMPOSITIONS in its possession. I hereby affirm that LICENSEE's right to use and hold the foregoing files of the COMPOSITIONS has terminated, as of the expiration of the Agreement.

Pursuant to the Agreement, I hereby affirm on **(destruction date)** _____, I ordered that all of the foregoing electronic files of the COMPOSITIONS be purged from LICENSEE's possession and destroyed. I confirm that such destruction occurred on that day. As of the date hereof, LICENSEE no longer possesses, controls, uses or exploits any of the COMPOSITIONS.

AGREED BY:
Company Name ("LICENSEE")

Corporate Name

Neussa Allegretto
Authorized Signature

NEUSSA ALLEGRETTO / GM-VP
Printed Name / Title

Date: 9/13/12

AGREED AND ACCEPTED BY:
FirstCom Music, a unit of Universal Music – Z Tunes LLC

Carol A. Riffert, Vice President/GM

Date: _____

Licensee and FirstCom agree that a faxed counterpart of the Destruction Affidavit evidencing the signature of a party shall be effective as an original signature for all purposes.

5. LICENSEE agrees that use of the productions embodying such COMPOSITIONS from LIBRARIES will be limited to the following clearance(s):

- * **Broadcast Synchronization:** (Radio) Local programs, promos, commercials, infomercials, and PSAs only for station(s) licensed under this Agreement. Licensee may replicate productions for use in Licensee's DMA only.
- * **Internet Streaming/Webcasting:** Limited to Licensee's or Licensee's client's websites only. For purpose of this Internet Clearance, the territory is considered to be the World.
- * **Sound Effects Included:** In addition to the LIBRARIES listed above, LICENSEE shall have the option to receive the FC FX sound effects on DVD for no additional charge.

Productions requiring any clearances other than those *noted above* must be licensed separately from this Agreement at the prevailing rate card rates. **All rights not specifically granted above are reserved to the Grantor.** LICENSEE acknowledges that any further or different uses of the COMPOSITIONS in the LIBRARIES are infringements of FIRSTCOM's copyrights.

6. LICENSEE agrees to pay FIRSTCOM for the rights granted herein the equivalent of the sum of **Four Thousand Two Hundred Twelve US Dollars (\$4,212.00)** for the term of the Agreement. LICENSEE may, in lieu of the foregoing cash compensation due to FIRSTCOM, pay such cash compensation in the form of advertising in the following manner: LICENSEE shall, throughout the term of this Agreement, make available to FIRSTCOM for resale by FIRSTCOM or by any of FIRSTCOM's agents or barter agents, a total of seven (7) minutes of network commercial time **Per station** during each week of the term to be aired each Monday through Sunday on a day specific basis, with an equal rotation, between the hours of 6 a.m. and 10 p.m. local time in either one sixty or two thirty seconds segments (the "Commercials").

By signing this Agreement LICENSEE elects to pay the foregoing cash compensation in the form of Commercials to be aired only on **WILN-FM, WYOO-FM, WYYX-FM, WVVE-FM.** LICENSEE shall provide proof of performance of the Commercials in forms to be provided by FIRSTCOM (or by FIRSTCOM's agent or barter agent) or on affidavits of performance otherwise acceptable to FIRSTCOM (or FIRSTCOM's agent or barter agent) in its reasonable discretion (collectively the "Affidavits"), all promptly after broadcast of the Commercial and no event later than two (2) weeks thereafter. LICENSEE agrees to cooperate and work with any of FIRSTCOM's agents or barter agents in providing the necessary information within the time periods set forth.

If at any time LICENSEE'S account becomes past due by more than ninety (90) days, or if LICENSEE does not abide by the foregoing obligations to make the Commercials available or submit completed Affidavits, and after notice of such status by FIRSTCOM, LICENSEE shall be obligated to pay the cash compensation set forth in the first sentence of this paragraph 6 and FIRSTCOM may, at its sole discretion, and in addition to any other remedies that FIRSTCOM may be entitled to, enlist a third party to collect such cash compensation due hereunder in paragraph 6 above and LICENSEE will be responsible for any and all actual legal or collection fees incurred by FIRSTCOM, in addition to any other monies FIRSTCOM may be entitled to under the law.

7. Upon FirstCom's acceptance and execution of this Licensing Agreement, FirstCom will perform the steps necessary to enable Licensee's use of MusiQuick Online. Upon any event of default by Licensee, FirstCom may cancel or suspend Licensee's access to MusiQuick Online until such time as the default is cured.

8. The LIBRARIES are granted by the Agreement to LICENSEE solely for its usage. LICENSEE agrees that it shall not make any copies of the COMPOSITIONS other than for LICENSEE's use as permitted by this Agreement. LICENSEE shall not sell, lease, lend, give, physically convey, or otherwise transfer, the FIRSTCOM COMPOSITIONS, to any person, firm or corporation without FIRSTCOM's prior written consent. Upon FIRSTCOM's request, LICENSEE agrees to supply FIRSTCOM with an audio-video copy in a mutually agreed upon format of a specific production(s) produced by LICENSEE utilizing FIRSTCOM's Music Library solely for the purpose of promoting its music library.

9. Upon termination of this Agreement, the Destruction Affidavit (attached hereto as "EXHIBIT A") must be returned within ten (10) days to FIRSTCOM. This provision shall survive termination of this Licensing Agreement. Notwithstanding the foregoing, LICENSEE shall not have any right to use the COMPOSITIONS whether they are contained on CDs or exist as audio files on LICENSEE's hard drive or on any other source in any way after the termination or expiration of this Licensing Agreement by its terms or otherwise, except as permitted herein.

10. FIRSTCOM represents and warrants that it has the full right, power and authority to make this Agreement and grant the rights granted herein. Other than such limited rights of synchronization and uses designated in Paragraph five (5) herein, FIRSTCOM reserves to itself all rights and uses of every kind and nature whatsoever in and to the LIBRARIES including, without limitation, the mechanical and the grand and small performing rights. All other rights or uses shall be negotiated separately with FIRSTCOM. With respect to the performing rights, LICENSEE shall negotiate directly with FIRSTCOM or with the appropriate performing rights society.



1325 Capital Parkway, Suite 109 • Carrollton, TX 75006
P 800.858.8880 • F 972.389.4333

BARTER CONTACTS – ONLINE SETUP

Station Barter Start Date: To be completed by FirstCom

(* Required Fields)

Station:

* Station Call Letters: *WYYX, WVVZ, WILN*
WYOO WPLF

* Station Frequency (for each):

* Station Phone Number: *850-230-5855*

* City of License (for each): *Panama City*

* Station Mailing Address: *7106 LAIRD ST #102*

Station Physical Address: *PCB, FL 32408*
SAME

Station Contacts:

* Traffic Director Name: *KARLA Melvin*

* Traffic Director E-mail: *KARLA@MAGICFL.COM*

* Program Director Name:

* Program Director E-mail:

* Primary Spot Contact: *SAME*

* Primary Spot E-mail:

Affidavit Contact Name: *SAME*

Affidavit Contact E-mail:

Other Contact (Title, Name):

MELISSA Allegretto

Other Contact E-mail:

MELISSA@MAGICFL.COM