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USA RADIO COMMERCIAL AFFILIATE AGREEMENT

This Commercial Affiliate Agreement ("Agreement") is made as of this 16th day of November, 2017 by and between Anthem Broadcasting LLC d/b/a USA Radio Networks, a Nevada Limited Liability Company ("Network") and Magic Broadcasting, Inc., a Florida company ("Affiliate"). Network and Affiliate are individually a "Party" and collectively, the "Parties").

WHEREAS, Network operates a network news service pursuant to which news and other programming of varied lengths is delivered to broadcast stations in the United States (the "Programming");

WHEREAS, Affiliate holds licenses issued by the Federal Communications Commission ("FCC") for various broadcast stations or programs a radio station pursuant to an agreement in compliance with current FCC rules and regulations;

WHEREAS, Affiliate desires to purchase and Network desires to sell, the Programming pursuant to the terms and conditions in this Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and consideration contained herein, the Parties, intending to be legally bound, agree as follows:

1. Services. Network shall deliver the Programming to the Affiliate's broadcast stations ("Stations") listed on Schedule 1 on the dates and times as described in Schedule 1. Affiliate agrees to broadcast the Programming on the Stations as transmitted by Network without any interruption, change or disruption. Network shall deliver the Programming to the Stations via Westwood One's XDS system, Microspace's Unity 4000 platform or FTP as Affiliate may request, unless Network determines in its sole discretion that it is necessary or appropriate to use another means of transmission.

2. Programming. The Programming shall consist of headline news segments of varying length as described in Schedule 1. Affiliate shall broadcast the Programming at the times listed on Schedule 1 without any alterations or substitutions, including any commercials or underwriting announcements contained in the Programming. Affiliate will not delete from its broadcast any portion of the Programming, including without limitation, all Network identification, production credit and rebroadcast restrictions announcements. Affiliate will not make any addition to the Programming, except for insertion of commercial or underwriting announcements as provided for in Section 3, without the prior written consent of Network. Affiliate will not otherwise record, retransmit, redistribute or make any use of the Programming provided by the Network except as specifically provided for in this Agreement without the express written consent of the Network. The Programming shall remain at all times the property of the Network. Network reserves the right to license Programming not used by Affiliate under this Agreement to any third party, including companies or radio broadcast stations in the same market or community of license of any of Affiliate's Stations.

3. **Commercials and Underwriting Announcements.** In exchange for broadcasting the Programming, Affiliate shall broadcast the total minutes per week of commercial or underwriting reserved to Network for commercials or underwriting announcements within the Programming as listed on Schedule 1. Affiliate may broadcast content within the Programming, which may include commercials and/or underwriting announcements, during Network provided breaks in the Programming. Network reserves the right to determine the precise time and duration of each local break and the total number of local breaks. Network will provide Affiliate in advance with the schedule of local breaks for Programming. During the broadcast of the Programming, Affiliate will not broadcast local commercials or underwriting announcements advertising a product or service that compete with the products or services of Network's sponsors. Network will provide a list of sponsors to Affiliate upon request.

4. **Term.** This Agreement shall become effective upon the date specified in the preamble above for 52 weeks (the "Term"). This Agreement shall renew for another full Term unless either Party sends written notice to the other Party to discontinue sixty (60) days prior to the end of the Term. This Agreement shall become binding upon execution by both Parties.

5. **Preemption.** Affiliate reserves the right, in good faith, to preempt Programming to broadcast special programs on occasion concerning issues or events of local, regional or national importance provided that in such instances Affiliate will use its best efforts to give Network reasonable notice of Affiliate's intention to preempt Programming. Affiliate shall be required to make good the commercial announcements contained in programs subject to any preemption of Programming as soon as possible and on a comparable basis.

6. **Interruption of Normal Operations.** If any of the Stations suffer any loss or damage of any nature to its transmission or studio facilities which results in the interruption of service or the inability of the Station to broadcast the Programming with its maximum authorized facilities, Affiliate will immediately notify Network of such loss or damage and Affiliate will undertake such repairs as are necessary to restore full-time operation of the Stations with maximum authorized facilities as expeditiously as reasonably possible following the occurrence of any such loss or damage. If Affiliate is unable to or does not commence such repairs as soon as possible, then Network may terminate this Agreement.

7. **Affidavits.** Affiliate will provide an affidavit of proof of performance of the terms of this Agreement on a weekly or monthly basis as requested by the Network in a form reasonably acceptable to Network for the purpose of confirming the airing of commercial and underwriting announcements. If this Agreement is for cash only, no affidavit of performance is required.

8. **Trade Secrets and Proprietary Information.** In the event that: (a) any trade secrets or other proprietary information of in connection with this Agreement becomes known to the Affiliate, and (b) such trade secrets and/or proprietary information are not otherwise available in the public domain or known publicly, Affiliate agrees to maintain the confidentiality of such trade secrets and/or proprietary information and not to use or disclose any such trade secrets and/or proprietary information without the prior written consent of the Network (except as

required by law, rule or regulation, or by order of any government agency or court). The provisions of this section will survive any termination of this Agreement.

9. **Force Majeure.** This Agreement is subject to force majeure and is contingent upon strikes, accidents, acts of God, war, terrorism, civil strife, inability to secure labor, fire, applicable regulations, restrictions or rulings enforced by any government or government agency, or other delays beyond the control of the parties.

10. **Representations, Warranties and Covenants**

(a) **Representations, Warranties and Covenants of Affiliate.** Affiliate hereby represents, warrants, and covenant that Affiliate is (i) duly organized, validly existing and in good standing under the laws of its states of incorporation or formation; (ii) this Agreement has been duly executed and delivered by Affiliate, and is valid, binding, and enforceable against Affiliate in accordance with its terms; and (iii) the execution, delivery, and performance of this Agreement and the consummation of the transactions provided for hereby have been duly authorized by all necessary organizational action on the part of Affiliate, and no other corporate or other proceedings on the part of Affiliate are necessary to authorize the execution or delivery of this Agreement or the transactions contemplated hereby.

(b) **Representations and Warranties of Network.** Network hereby represents and warrants (i) that Network is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada; (ii) this Agreement has been duly executed and delivered by Affiliate, and is valid, binding, and enforceable against Affiliate in accordance with its terms; and (iii) the execution, delivery and performance of this Agreement and the consummation of the transactions provided for hereby have been duly authorized by all necessary action on the part of Network, and no other proceedings on the part of Network are necessary to authorize the execution or delivery of this Agreement or the transactions contemplated hereby.

11. **Indemnification.** Affiliate will indemnify the Network as the originator of the broadcasts in all of Affiliate's advertisements or in any advertising media, as it relates to the Programming. Affiliate will indemnify and hold harmless Network, its officers, directors, agents, employees and advertisers (including advertising agencies) from any and all suits, claims, liabilities, damages, costs, reasonable attorneys' fees and expenses arising from the broadcast or other use of any material furnished by the Network with respect to or in connection with the broadcast of the Programming; or arising out of acts or omissions of the Company or its officers, directors, agents, employees, contractors or subcontractors.

12. **Termination.**

(a) **Events of Default.** The following shall, after the expiration of the "applicable cure periods," constitute events of default under the Agreement (each an "Event of Default"):

(i) Network changes the means of delivering the Programming to the Affiliate and the change will result in increased costs for Affiliate to receive the Programming.

(ii) The default by any party hereto (after the expiration of all applicable cure periods) in the observance or performance of any material covenant or agreement contained herein in any material respect; or

(iii) Four Events of Default within a twelve month period, whether cured or not.

(b) Termination Upon Order of Governmental Authority. A "Governmental Termination Event" will occur if any court or federal, state or local government authority (including the FCC) orders or takes any action which becomes effective and which requires the termination or material curtailment of this Agreement; provided that such order or action will no longer constitute a Governmental Termination Event if such action or order is subsequently stayed or ceases to be effective. If any court or federal, state or local government authority announces or takes any other action or proposed action which could result in a Governmental Termination Event, then either Party may seek administrative or judicial relief therefrom (in which event the other of them will cooperate with such effort in any reasonable manner requested) and consult with such agency and its staff concerning such matters and, in the event that this Agreement is not terminated, use their reasonable best efforts and negotiate in good faith a modification to this Agreement which would obviate any such questions as to validity while preserving, to the extent possible, the intent of the parties and the economic and other benefits of this Agreement and the portions thereof the validity of which are called into question.

(c) Cure Periods. An Event of Default shall not be deemed to have occurred until thirty (30) days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default; provided, however, Affiliate's failure to broadcast the Programming as provided for in this Agreement shall have a cure period of seven (7) days following the payment due date. The Event of Default which is subject to a cure period hereunder shall not be deemed to have occurred if actions necessary and sufficient to cure are taken during the relevant cure period and continue with reasonable diligence thereafter.

(d) Right of Termination by Network or Affiliate. In addition to other remedies available at law or equity, but subject to the requirements and limitations set forth herein, this Agreement may be terminated as set forth below by either Network or Affiliate by written notice to the other upon the occurrence of the following:

(i) this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(ii) an Event of Default by the other party has occurred and the party seeking to terminate is not then in material default or breach hereof;

(iii) the mutual consent of all parties; or

(iv) there has been a material change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and not the subject of a timely appeal or further administrative review; provided, however, that in such event the parties shall first negotiate in good faith and attempt to agree on an amendment to this Agreement that will provide the parties with a valid, binding and enforceable agreement that conforms to the new FCC rules, policies or precedent.

(e) Termination Requirements and Procedures. Unless otherwise mutually agreed by the Parties, any termination of this Agreement shall, at the election of Network, not become effective until the effective date specified by Network which shall not be more than thirty (30) days after notice of termination is provided by Network or Affiliate.

(f) Survival. Anything to the contrary contained in this Agreement notwithstanding, all obligations under this Agreement accrued or arising prior to or by reason of the termination of this Agreement shall survive such termination.

13. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement will be (a) in writing, (b) delivered to the recipient in person or sent by commercial delivery service or registered or certified mail, postage prepaid and return receipt requested, (c) deemed to have been given on the date received by the recipient (if delivered in person) on the date set forth in the records of the delivery service (if delivered by commercial delivery service) or on the date of receipt (if delivered by certified mail) and (d) addressed as follows:

If to Network, to:

If to Affiliate, to:

Affiliate will give Network prompt notification of any changes regarding the location of its office, transmitter, power, frequency, hours of operation, or telephone numbers during the Agreement.

14. Modification and Waiver. No amendment, supplement or modification of any provision of this Agreement will be effective unless the same will be in writing and signed by the party against whom enforcement of any such amendment, supplement or modification is sought, and then such amendment, supplement or modification will be effective only in the specific instance and for the purpose for which given.

15. Construction. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, without regard to its position for conflicts of laws. Venue shall be Maricopa County, Arizona.

16. Assignment. This Agreement may not be assigned by either party without the express written approval of the other party, which may be withheld or granted in such party's sole discretion.

17. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature(s) on each such counterpart were upon the same instrument. This Agreement will be effective as of the date first above written.

18. **Entire Agreement.** This Agreement and the documents referred to herein contain the entire agreement between the parties with respect to the subject matter of this Agreement, and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

19. **No Partnership or Joint Venture Created.** Nothing in this Agreement will be construed to create a partnership or joint venture between Network and Company or to afford any rights to any third party other than as expressly provided herein. Neither Network nor Company will have any authority to create or assume in the name or on behalf of the other party any obligation, express or implied, or to act or purport to act as the agent or legally empowered representative of the other party hereto for any purpose.

20. **Severability.** Whenever possible each provision of this Agreement will be interpreted so as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise affecting the remainder of such provision or the remaining provisions of this Agreement.

21. **Legal Effect.** This Agreement will be binding upon and will inure to the benefit of the parties hereto, their heirs, executors, personal representatives, successors and assigns.

22. **No Party Deemed Drafter.** No party will be deemed the drafter of this Agreement and if this Agreement is construed by a court of law such court should not construe this Agreement or any provision against any party as its drafter.

ANTHEM BROADCASTING LLC, D/B/A
USA RADIO NETWORKS

By: _____
Fred Weinberg
Chief Operating Officer

AFFILIATE

By: Misty Simms
Name:
Position Held: GM

SCHEDULE 1

Station(s): WVFT-FM 93.3 and WYOO-FM 101.1

Parent Company: Magic Broadcasting, Inc

Start Date: _____

Traffic Director: Karla Melvin

Email – karla@magicfl.com

Phone – 850-230-5855

Program Director/Primary Contact: Marc Summers

Email – msommers@magicfl.com

Phone – 850-230-5855

Program(s): USA Radio News – TOH (3 Minute Version)

Daypart / Time(s) of broadcast: Mon-Sun 24/7

XDS Serial #: _____

SCHEDULE 2

Required Minutes of National Advertising per Hour

Trending Today USA	6 minutes per Hour
Daybreak USA	7 minutes per Hour
Classic Radio Theater	6 minutes per Hour
Ron Segg	7 minutes per Hour
WAR Now: The Wayne Ailyn Root Show	8 minutes per Hour
Bible's Greatest Heroes	5 minutes per Hour
America's Greatest Heroes	5 minutes per Hour
Top of Hour News (5 minute)	1.5 minutes per Newscast
Top of Hour News (3 minute or 2 minute)	1 minute per Newscast
Bottom of Hour News	1 minute per Newscast

UNITED STATIONS RADIO NETWORKS, INC.
QUICK SNAPS
AFFILIATION AGREEMENT

AFFILIATION AND PROGRAM LICENSE AGREEMENT dated as of June 22, 2016 (this "Agreement"), by and between UNITED STATIONS RADIO NETWORKS, INC., a New York corporation ("USRN"), and Magic Broadcasting II ("Broadcaster"), the owner and operator of Radio Station WYYX-FM ("Station"), licensed by the FCC to the city of Bonifay ("City of License").

Subject to compliance by Broadcaster and the Station with the terms and provisions of this Agreement, including the Standard Terms and Provisions set forth on the reverse hereof (which are incorporated herein and made a part hereof) provisions or attachments, hereto (if any), USRN hereby grants to Broadcaster a limited license to broadcast, on the Station only, the Program (as hereinafter defined) upon the terms and provisions and subject to the conditions herein set forth.

1. **PROGRAM LICENSE.** This Agreement pertains to USRN's weekly comedy service consisting of football-themed comedy with Costaki Economopoulos delivered via phone or via pre-recording, entitled Quick Snaps (the "Feature"). USRN hereby grants to Broadcaster and Broadcaster hereby accepts the right to broadcast the Feature, from commencement to completion including, without limitation, all network commercial announcements therein contained, on the Station during the term of this license granted by this Agreement.

2. **TERM.** The term of the license granted hereby shall be for twenty-three (23) consecutive weeks, commencing on September 1, 2016, ending on February 8, 2017.

3. **BROADCAST OF PROGRAM.** Broadcaster shall broadcast the Feature as often as desired on the Station in the Station's City of License only. Except for the inclusion of any permitted local commercial announcements and required Station identifications in periods designated by USRN, Broadcaster agrees that the Feature will be broadcast only as delivered by USRN, without any interruption, deletion, modification, addition or alteration of any nature whatsoever. Broadcaster shall have all rights to record the Feature for rebroadcast or redistribution as podcasts or via other online usage. Broadcaster shall have no right to syndicate or distribute any program which contains all or any portion of the Program without USRN's prior written approval.

4. **DELIVERY.** USRN shall deliver each week's installment of the Program via phone call or digital download from the www.unitedstations.com website. Commercial announcements will be delivered via MediaShooter.

5. **COMPENSATION.** In consideration for the license granted by USRN hereby, Broadcaster agrees to broadcast on the Station, four (4) minutes of network commercial announcements to be aired as two (2) minutes per day on Saturday and two (2) minutes per day on Sunday, each between the hours of 6:00am-10:00pm local time.

6. **PROOF OF BROADCAST.** As promptly as possible but no later than ten (10) days after the Broadcast of each week's Feature, Broadcaster shall furnish to USRN true and accurate Affidavits of Performance using the online affidavit system as directed to the Station by USRN, confirming the date and time of broadcast of each installment of the Feature, that USRN's network commercial announcements were broadcast in the Feature and such other information as may be required by the Affidavit of Performance.

Each of the parties represents and warrants to the other that its officer executing this Agreement is authorized to do so and that this Agreement constitutes such parties legal, valid and binding obligation. This Agreement shall be effective when signed by each of the parties.

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

MAGIC BROADCASTING II LLC

UNITED STATIONS RADIO NETWORKS, INC.

By: Misty Sims
Name: Misty Sims
Title: GM

By: _____
Name: Charlie Colombo
Title: Executive Vice President

2507 Callaway Rd Ste 204
Tallahassee, FL 32303

485 Madison Avenue
New York, NY 10022

Tel: (850) 230-5855
Fax: (850) 230-6988

Tel: (212) 869-1111
Fax: (310) 268-8484

NAME/EMAIL ADDRESS OF AFFIDAVIT CONTACT Karla Melvin
Karla@magicfl.com

Please read the Standard Terms and Provisions set forth on the reverse hereof.

STANDARD TERMS AND PROVISIONS

1. **FORCE MAJEURE.** Neither party hereto shall be liable to the other for the failure to fulfill its obligations hereunder if such failure is caused by or arises out of an act of God, war, strike, similar reason beyond the reasonable control of the party the fulfillment of whose obligations is prevented during the period of such occurrence.
2. **COPYRIGHT, TRADEMARK, ETC.** The copyrights, trademarks and all other rights in the Program shall remain the sole and exclusive property of USRN or such copyright, trademark and other rights holders from whom USRN has licensed or otherwise acquired such rights. Broadcaster shall comply with all copyright, trademark and other laws as may be necessary to protect the copyright and all other rights on the Program in behalf of USRN. Broadcaster's compliance efforts with respect to the proprietary interests of USRN in such trademarks, copyrights or service marks shall not eliminate or otherwise affect USRN's rights or remedies for Broadcaster's unauthorized use of such trademarks, copyrights or service marks. Broadcaster acknowledges that it is not acquiring any rights of any nature whatsoever in the program, other than the limited right to broadcast the Program as provided hereby.
3. **STREAMING.** Broadcaster shall be allowed to include the Program content as a portion of the "audio stream" of the Station's webcast on the internet. Broadcaster may stream the Program; provided that only commercials that are properly cleared for the internet and scheduled and provided by USRN may air as the national commercials during the online webcast streaming of the Program or any other permitted streaming of the Program permitted hereby. Additionally, should Broadcaster choose to "blackout" the national commercials on the internet stream, the Broadcaster is responsible for whatever technical requirements enable such a blackout, provided that, as is the case with the broadcast license for the show, the Broadcaster may not edit or alter the program in any way without the written consent of United Stations. Except as provided in this paragraph, no other "audio streaming" of the Program is permitted. Additionally, USRN reserves the right, in our discretion, to alter our policy at any time with regard to audio streaming of programming produced and distributed by United Stations. Such policy changes may affect the rights granted by this agreement, however USRN would endeavor to provide the Broadcaster with at least thirty (30) days notification in the case of a reversal of our position regarding these rights.
4. **LICENSES, TAXES.** Broadcaster will be solely responsible for, and will pay all license fees subject to ASCAP, BMI, SESAC and other performing licenses as are necessary for the broadcast of the Program and the network commercials contained therein. Broadcaster shall indemnify USRN and hold USRN harmless against any claims, costs and expenses which may be incurred as a result of Broadcaster's failure to make any such payments or any claim that USRN is responsible for such payments. All music will be cleared by the Station. Broadcaster shall pay all taxes levied on its possession, broadcast, use or right to use the material to be supplied to it hereunder.
5. **EXCLUSIVITY; TRANSFER OF STATION.** (a) USRN agrees that it will not grant the right to broadcast the Program on any radio station licensed to any community located within the radio metro market within Station's community of license is located (the "Protected Area"). Broadcaster acknowledges and recognizes that the Program is not exclusive as to radio stations outside the Protected Area.

(b) Broadcaster shall notify USRN immediately upon the filing of an application with the FCC for an assignment of license to operate the Station or transfer of control, including but not limited to, a sale of assets. In any agreement for assignment or transfer of control, Broadcaster shall use its best efforts to obtain the agreement of purchaser or transferee of the Station to perform, beginning on the date when said purchaser or transferee assumes the operation of Station, all of the obligations of Broadcaster then remaining to be performed under this Agreement. Broadcaster shall obtain the prior written consent of USRN to the assignment of this agreement to any such purchaser or transferee. Notwithstanding such assumption, USRN may, at its sole discretion, terminate this Agreement by giving not less than thirty (30) days notice to purchaser after receiving notice of such proposed assignment or transfer.
6. **EARLY TERMINATION; TRANSFER OF STATION.** USRN shall have the right to terminate the license granted by this Agreement effective at any time for any reason whatsoever by giving Broadcaster not less than thirty (30) days prior written notice for any reason whatsoever. In addition, USRN may terminate the license granted by this Agreement by giving Broadcaster notice of termination if Broadcaster violates any provision of this Agreement and fails to cure such violation within ten (10) days after USRN given Broadcaster notice thereof. Termination of the license granted by this Agreement USRN by reason of any violation hereof by Broadcaster is without prejudice to any other rights or remedies USRN may have against Broadcaster.
7. **DAMAGES.** Broadcaster acknowledges that broadcast of the Program and the network commercial minutes as specified herein is of the essence of this Agreement. All remedies of USRN are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of USRN to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise of any other right or remedy. Notwithstanding anything expressly to the contrary set forth herein, Broadcaster's failure to broadcast the Program and the network commercial minutes contained therein as specified herein may cause USRN irreparable injury and in addition to any other remedy provided for herein. Accordingly, USRN shall be entitled to injunctive or other equitable relief for a breach of this Agreement of Broadcaster. The parties agree that actual damages resulting from a failure by Broadcaster to broadcast the commercial minutes provided for herein are difficult to ascertain, therefore both Broadcaster and USRN agree that Broadcaster shall pay liquidated damages as a result of any such failure to broadcast and that said liquidated damages are not deemed a penalty hereunder. As liquidated damages Broadcaster shall pay USRN an amount equal to five (5) times Broadcaster's highest one minute commercial rate for each minute of Broadcaster's commercial matter not aired or aired incorrectly. Broadcaster agrees to pay all costs and expenses (including, without limitation, legal fees and expenses) which USRN may incur in connection with the enforcement of any of its rights or remedies under this Agreement.
8. **OTHER RIGHTS.** In case of any termination of this Agreement the Station's right to broadcast the Program, Broadcaster shall immediately cause Station to cease to broadcast of the Program. Broadcaster acknowledges and agrees that if Station continues to broadcast the Program after such termination of Station's rights to broadcast the Program, such unauthorized broadcasting will interfere with USRN's redistribution of the Program and will otherwise materially injure USRN's marketing abilities and reputation. Broadcaster hereby consents to the issuance of an immediate injunction by any court of competent jurisdiction requiring Broadcaster and/or Station to cease unauthorized broadcast of the Program, agrees that USRN shall not be required to give notice or post any bond in connection with applying for and obtaining such relief, and expressly waives any such bond or notice requirement for such injunction.
9. **MISCELLANEOUS.** (a) This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to contracts made and to be wholly performed in that State and without regard to its principles of conflicts of law. In connection with any action, suit or proceeding relating to this Agreement, the parties hereby consent to the exclusive jurisdiction of the Federal and State courts located in New York County, New York.

(b) Notices and other communications hereunder shall be in writing and shall be delivered in person, by prepaid certified mail, return receipt requested or by facsimile transmission to the address of the parties appearing below their signatures on this Agreement. Any such notice or other communication shall be deemed effective when delivered in person, upon receipt, if mailed, as aforesaid, and if sent by facsimile on the day confirmation of receipt is obtained.

(c) This Agreement may not be modified or amended, except by written instrument executed by each of parties hereto. This Agreement constitutes the entire agreement between the parties concerning the subject hereof and no other representations nor agreements, written or oral, exist between the parties concerning such subject matter.

(d) Broadcaster shall not be entitled to assign its rights or obligations under this Agreement without the prior written consent of USRN.

(e) The section headings herein are for the convenience of the parties only and shall be of no legal effect or used in any way in the construction or interpretation hereof.

(f) If any portion of the Agreement shall be held to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Additionally, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar to such former provision as shall be legal, valid and enforceable.

IDENTIFICATION OF PARTIES

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

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

STATEMENT OF PURPOSE

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

CONTACT INFORMATION/SIGNATURES

Licensor: Marc Summers

x 

Postal Address:
Email: msummers@magicfl.com

7106 Laird St, Ste 201 Panama City, FL 32406
Office: 850-203-5855
Cell: 850-502-3823
Fax:

Signature date: 8.18.17

Licensor: Joel Dearing, EVP/Business Development



Postal Address:
Email: jdearing@virtusnewscenter.com

PO Box 39033, Indianapolis, IN 46239
Office: (877) 470-6397
Cell: (316) 295-0217
Fax: (720) 306-3488

Signature date: 8.18.17

TERM AND FINANCIAL ARRANGEMENTS

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

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

You agree to pay ~~\$925.00~~ ^{\$925.00} per month, billed on the 15th of the month prior to service and due (received) by the last day of the month prior to service. Payments received after the due date are subject to a \$50 late fee, which is separately invoiced and due on receipt. If the effective date above is not the first day of the month, your first invoice will be prorated appropriately. Renewal term price is adjusted to our then-current pricing.

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

THE CONTENT

We agree to provide produced audio Content for on-air broadcast according to the specifications below.

- One 1:00 local newscast for AM drive delivered by 4:45 AM CT, Monday - Friday
- Two 1:00 local newscast for mid days delivered by 8:45 AM CT, Monday - Friday
- One 1:00 local newscast for PM drive delivered by 3:45 PM CT, Monday - Friday
- One :30 sportscast for AM drive delivered by 4:45 AM CT, Monday - Friday
- One :30 sportscast for PM drive delivered by 1:45 AM CT, Monday - Friday

We will provide the Content in a timely manner, with the most current information available when we produce it. This may be several hours before it airs. In the case of breaking news or other volatile information, we will produce the Content as close to air time as feasible at the moment. We allow up to one (1) newscast rerun to accommodate breaking news per rolling 30-day period; additional breaking news coverage is at a rate of \$15 per minute of Content. Our obligation is to have the Content available for download from our server by the times we agree to.

COPYRIGHT, INDEPENDENT CONTRACTOR RELATIONSHIP

We retain ownership of the Content - you are licensed only for the use agreed to.

You will notify us in writing with any changes in how you use the Content within 10 days.

You have the right to refuse any individual report or other Content for the usual reasons, including technical quality, local emergency or live sports programming. It is your obligation to complete the download of the Content after we put it on the server.

We create the Content as an independent contractor, not as an employee. Both parties agree the Content is not being provided as a work-for-hire under US Copyright law. We retain copyright and ownership of the Content in all instances.

You may make editorial suggestions, but we are not under obligation to heed them as we retain full editorial control. You may, of course, reject any individual program that does not meet your editorial standards. Because of our independent contractor status, you have no right of control of any of our employees or contractors other than the requirement that your Content be made available as described in this agreement.

You agree to be solely responsible for the payment of any public performance music license or royalty payments to ASCAP, BMI, SESAC, or similar organization in the event that any music may happen to be used in our service to you.

REMAINDER OF THIS PAGE PURPOSELY LEFT BLANK.

Handwritten initials in black ink, appearing to be 'VNC' and 'JDS'.

EXCLUSIVITY

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

PERSONNEL

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

SUSPENSION/TERMINATION

Suspension by us:

- For non-payment of fees: on the 4th of any month in which a balance is outstanding.
- For failure to comply with the rotation, placement and reporting provisions of Attachment 1: Monday of the first business week after we notify you of the failure.
- For change in station parameters, broadcast day, or format without appropriate notice: the first broadcast day of the month following the change.

Termination by us:

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

Termination by you:

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

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

OBLIGATIONS SURVIVING TERMINATION

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

The Confidentiality provisions survive termination, as do any outstanding balances. Balances may be submitted immediately for 3rd party collection; you agree in this case to pay all additional costs of such collections.

Prepared August 10, 2017

Virtual News Center, LLC
Company Confidential - Disclosure to Principals Only

Initials:

AUDIO, TEXT OR OTHER INTERNET CONTENT

CONTENT PROVIDED

We post the stories we create on a private website as part of our writing process. You may link to the stories on our server, auto-post them to your website through an RSS scraper or other method, or we will set up our system to also post directly to your website if it supports the needed protocols.

We will coordinate automated posting of your stories to one Facebook page and Twitter account, or we will create and manage those pages/accounts on your behalf if you choose. The service does not include any interactive or manual posting, or replying to story comments on social media.

AUDIO COVER

Complete audio of newscasts may be used as "spot cover" in online streams without restriction. You may also link to the newscasts on our download server (i.e. in a podcast item), but we are under no obligation to keep access to that server free from requiring a username/password in the future.

COPYRIGHT

Both parties agree the Content is not being provided as a work-for-hire under US Copyright law. We retain copyright and ownership of the Content in all instances. Each party understands it is impossible to completely regulate or monitor use of Virtual News Center's copyrighted material by third parties once it is made publicly available, and we agree to hold you harmless from such use beyond your control. You and we will each make reasonable efforts to notify the other of infringement.

You may include the Content in derivative materials in accordance with reasonable standards at no cost. As an example, we aren't entitled to any revenue from your pre-roll or post-roll advertising on audio Content. This provision also applies to the look and feel of any Internet presentation. You may format the Content in any appropriate manner to integrate it with other Content owned or licensed.

PRIVACY

For the purpose of your compliance with any privacy policy or regulations, this agreement creates an affiliate relationship between you and us. You and/or we may collect and maintain aggregate or individual statistics on the use of any Content described above. If either party's privacy policy allows data sharing with affiliates, the data will be made available to the other party upon reasonable request. Either party may charge a nominal fee to cover their expenses of collecting and providing the information.

Neither party will directly market to customers of the other party without advance written approval.



OTHER PROVISIONS

INDEMNITY

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

CONFIDENTIALITY

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

INTERNET OUTAGE

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

CHANGE OF STATION PARAMETERS

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

VENUE

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

REMEDIES

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

ATTACHMENT 1 – BARTER ADVERTISING

PLACEMENT

You agree to broadcast five (5) minutes of advertising per broadcast week. This shall be broadcast as one (1) minutes per day Monday through Friday between 6am local time and 7pm local time, in even rotation according to the daypart distribution below.

DAYPART DISTRIBUTION WYOO

6am to 7pm: one minute per day

HOW YOU RECEIVE THE ADS

Barter advertising commercials will be delivered via a digital distribution platform chosen by us or our agent. You shall not alter, modify, delete, move, or otherwise change the ads, except as provided in the paragraph immediately following.

COMMUNICATIONS ACT OF 1934 PROVISIONS

Notwithstanding any contrary provisions of the foregoing, consistent with your obligation to the applicable provisions of the Communications Act of 1934, you shall have the right to delete any commercial content which you regard as being unsuitable for broadcast or the broadcast of which you believe would be contrary to the public interest. You shall notify us in advance that the commercial content will be unaired. We will provide you with alternate commercial content.

AFFIDAVITS OF PERFORMANCE

As promptly as possible, but in no case later than ten days after the end of each broadcast week, you shall furnish to us or our agent true and accurate Affidavits of Performance using the system we provide.

Each affidavit shall confirm the date and time of broadcast of each instance of commercial inventory and such other information as may be required by the Affidavit of Performance and as defined in this agreement.

MAKE GOODS

You shall make good any missed ads within four business days. Ads originally scheduled on weekdays may not be made up on weekends. All make goods shall be made up in the daypart where they were originally scheduled. For the purpose of this section, "missed ads" includes any ads aired outside the 6am to 7pm local time window.



COLLECTION & LIQUIDATED DAMAGES

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

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

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Handwritten initials, possibly "VNC" and "MD", written in black ink.

IDENTIFICATION OF PARTIES

Licensor ("We"/"Us"): Radio2dot0, LLC, a Kansas Limited Liability Company
Licensee ("You"): Magic Broadcasting II a Florida partnership


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

STATEMENT OF PURPOSE

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

CONTACT INFORMATION/SIGNATURES

Licensee: Chris Green

x 

Postal Address:
Email: chrisgreen@magicfl.com

7106 Laird Street Ste 102 Panama City Beach, FL 32403
Office: 850-230-6355
Cell: 334-369-8077
Fax:

Signature date: 10/02/2015

Licensor: Joel Dearing, EVP/Business Development

x 

Postal Address:
Email: jdearing@virtualnewscenter.com

2929 Angelina Dr., Indianapolis, IN 46203
Office: (877) 470-8397
Cell: (316) 298-0217
Fax: (720) 308-3488

Signature date: 10/2/15

TERM AND FINANCIAL ARRANGEMENTS

This agreement is effective
It expires 52 broadcast weeks later, on

October 12, 2015, a Monday.
October 18, 2016 a Saturday.

This agreement automatically renews for successive periods of 32 broadcast weeks unless terminated in writing according to the provisions below.

You agree to air twenty eight (28) total minutes of barter advertising per broadcast week on the station(s) in adherence to the rotation instructions contained in Attachment 1. You agree that we or our designated agent may monitor ad placement and that the license may be suspended or terminated if the prescribed rotation and placement is not followed. Renewal term minutes are adjusted to your then-current AQH.

Prepared September 29, 2015

Radio2dot0, LLC
Company Confidential - Disclosure to Principals Only

Initials: CSJ JKS

THE CONTENT

We agree to provide produced audio Content for on-air broadcast according to the specifications below.

- Two 1:00 local newscasts per day, delivered by 4:45 AM CT, Monday – Friday
- Two 1:00 local newscasts per day, delivered by 4:45 AM CT, Monday – Friday with a snarky delivery for the rock station 97 X. This will be a re-write and re-cut of the content created by Radio2dot0.

We will provide the Content in a timely manner, with the most current information available when we produce it. This may be several hours before it airs. In the case of breaking news or other volatile information, we will produce the Content as close to air time as feasible at the moment. We allow up to one (1) newscast recut to accommodate breaking news per rolling 30-day period; additional breaking news coverage is at a rate of \$15 per minute of Content. Our obligation is to have the Content available for download from our server by the times we agree to.

COPYRIGHT, INDEPENDENT CONTRACTOR RELATIONSHIP

We retain ownership of the Content – you are licensed only for the use agreed to.

You will notify us in writing any changes in how you use the Content within 10 days.

You have the right to refuse any individual report or other Content for the usual reasons, including technical quality, local emergency or live sports programming. It is your obligation to complete the download of the Content after we put it on the server.

We create the Content as an independent contractor, not as an employee. Both parties agree the Content is not being provided as a work-for-hire under US Copyright law. We retain copyright and ownership of the Content in all instances.

You may make editorial suggestions, but we are not under obligation to heed them as we retain full editorial control. You may, of course, reject any individual program that does not meet your editorial standards. Because of our independent contractor status, you have no right of control of any of our employees or contractors other than the requirement that your Content be made available as described in this agreement.

You agree to be solely responsible for the payment of any public performance music license or royalty payments to ASCAP, BMI, SESAC, or similar organization in the event that any music may happen to be used in our service to you.

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Prepared October 2, 2015

Radio2dot0, LLC
Company Confidential – Disclosure to Principals Only

Initials:

CG [Signature]

EXCLUSIVITY

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

PERSONNEL

You will have certain Radio2dot0, LLC personnel assigned to your station(s). We can substitute other personnel temporarily without notice (i.e. for illness, vacation, etc.) or permanently with your approval and reasonable notice. Voice exclusivity applies only to the people regularly assigned to your market.

SUSPENSION/TERMINATION

Suspension by us:

- For non-payment of fees: on the 11th of any month in which a balance is outstanding.
- For failure to comply with the rotation, placement and reporting provisions of Attachment 1: Monday of the first business week after we notify you of the failure.
- For change in station parameters, broadcast day, or format without appropriate notice: the first broadcast day of the month following the change.

Termination by us:

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

Termination by you:

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

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

OBLIGATIONS SURVIVING TERMINATION

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

The Confidentiality provisions survive termination, as do any outstanding balances. Balances may be submitted immediately for 3rd party collection; you agree in this case to pay all additional costs of such collections.

Prepared September 29, 2015

Radio2dot0, LLC

Initials:

C G
ST

Company Confidential - Disclosure to Principals Only

AUDIO, TEXT OR OTHER INTERNET CONTENT

CONTENT PROVIDED

We post the stories we create on a private website as part of our writing process. You may link to the stories on our server, auto-post them to your website through an RSS scraper or other method, or we will set up our system to also post directly to your website if it supports the needed protocols.

We will coordinate automated posting of your stories to one Facebook page and Twitter account, or we will create and manage those pages/accounts on your behalf if you choose. The service does not include any interactive or manual posting, or replying to story comments on social media.

AUDIO COVER

Complete audio of newscasts may be used as "spot cover" in online streams without restriction. You may also link to the newscasts on our download server (i.e. in a podcast item), but we are under no obligation to keep access to that server free from requiring a username/password in the future.

COPYRIGHT

Both parties agree the Content is not being provided as a work-for-hire under US Copyright law. We retain copyright and ownership of the Content in all instances. Each party understands it is impossible to completely regulate or monitor use of radio2dot0's copyrighted material by third parties once it is made publicly available, and we agree to hold you harmless from such use beyond your control. You and we will each make reasonable efforts to notify the other of infringement.

You may include the Content in derivative materials in accordance with reasonable standards at no cost. As an example, we aren't entitled to any revenue from your pre-roll or post-roll advertising on audio Content. This provision also applies to the look and feel of any Internet presentation. You may format the Content in any appropriate manner to integrate it with other Content owned or licensed.

PRIVACY

For the purpose of your compliance with any privacy policy or regulations, this agreement creates an affiliate relationship between you and us. You and/or we may collect and maintain aggregate or individual statistics on the use of any Content described above. If either party's privacy policy allows data sharing with affiliates, the data will be made available to the other party upon reasonable request. Either party may charge a nominal fee to cover their expenses of collecting and providing the information.

Neither party will directly market to customers of the other party without advance written approval.

OTHER PROVISIONS

INDEMNITY

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

CONFIDENTIALITY

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

INTERNET OUTAGE

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

CHANGE OF STATION PARAMETERS

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

VENUE

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

REMEDIES

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

Prepared September 29, 2015

Radio2dot0, LLC
Company Confidential - Disclosure to Principals Only

Initials:

CG
KO

ATTACHMENT 1 - BARTER ADVERTISING

PLACEMENT

You agree to broadcast twenty eight (28) minutes of advertising per broadcast week. This shall be broadcast as two minutes per day per station Monday through Sunday between 6am local time and 7pm local time, in even rotation according to the daypart distribution below.

DAYPART DISTRIBUTION WYYX

6am to 12n: one minute per day
12n to 7pm: one minute per day

DAYPART DISTRIBUTION WVVE

6am to 12n: one minute per day
12n to 7pm: one minute per day

HOW YOU RECEIVE THE ADS

Barter advertising commercials will be delivered via a digital distribution platform chosen by us or our agent. You shall not alter, modify, delete, move, or otherwise change the ads, except as provided in the paragraph immediately following.

COMMUNICATIONS ACT OF 1934 PROVISIONS

Notwithstanding any contrary provisions of the foregoing, consistent with your obligation to the applicable provisions of the Communications Act of 1934, you shall have the right to delete any commercial content which you regard as being unsuitable for broadcast or the broadcast of which you believe would be contrary to the public interest. You shall notify us in advance that the commercial content will be unaired. We will provide you with alternate commercial content.

AFFIDAVITS OF PERFORMANCE

As promptly as possible, but in no case later than ten days after the end of each broadcast week, you shall furnish to us or our agent true and accurate Affidavits of Performance using the system we provide.

Each affidavit shall confirm the date and time of broadcast of each instance of commercial inventory and such other information as may be required by the Affidavit of Performance and as defined in this agreement.

MAKE GOODS

You shall make good any missed ads within four business days. Ads originally scheduled on weekdays may not be made up on weekends. All make goods shall be made up in the daypart where they were originally scheduled. For the purpose of this section, "missed ads" includes any ads aired outside the 6am to 7pm local time window.

Prepared September 29, 2013

Radio2dot0, LLC

Company Confidential - Disclosure to Principals Only

Initials:

CG
JD

COLLECTION & LIQUIDATED DAMAGES

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

As liquidated damages You shall pay Us an amount equal to five (5) times your highest one minute commercial rate for each minute of our commercial matter not aired or aired incorrectly. You agree to pay all costs and expenses (including, without limitation, legal fees and expenses) which we may incur in connection with the enforcement of any of our rights or remedies under this Agreement. You agree we may place any amounts owed for service rendered and/or liquidated damages with a 3rd party collection agency at our discretion.

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BJ
JO



The Mark Levin Show Agreement

Operator Magic Broadcasting II LLC

Radio Station WYOO-FM 101.1 (the "Station")

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 day of 7 March 2014, between Westwood One, Inc. ("Network") and Magic Broadcasting II LLC ("Operator"), 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 The Mark Levin Show, this Agreement shall, as of its Effective Date, 04/07/2014 (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 be broadcast over Station's facilities; and

WHEREAS, Operator desires to license from Network the right to broadcast the Program(s) over the facilities of Station, and Operator has the ability to cause Station to broadcast the Program(s) and otherwise to perform all acts necessary to enable Operator to fulfill its obligations under the 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. CONTROL OF STATION; NO VIOLATION

Operator expressly represents and warrants that it has the ability to, and agrees to, cause Station to undertake and perform all acts necessary for Operator to fulfill Operator's obligations under this Agreement. Operator further agrees not to allow Station to act in any manner inconsistent with Operator's obligations hereunder. Operator further represents that the execution and delivery of this Agreement by Operator and the performance of the transactions contemplated by this Agreement by Operator and the Station will not violate, conflict with, or result in the breach of any terms, conditions or

Contract ID 253226

Page 1 of 13

provisions of any agreement or instrument to which Operator or the Station is a party or by which Operator or the Station or any of their respective properties may be bound.

2. GRANT

Network hereby grants to Operator and Operator 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 Section 5). Operator 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 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(s) commencing on 04/07/2014 ("Effective Date"), and expiring on 04/12/2015 (the "Initial Term"), and shall continue thereafter until terminated as provided herein. The Initial Term and renewal term, if any, shall be referred to collectively as the "Term".

Either party may terminate this Agreement effective at any time after the Initial Term upon not less than thirty (30) days prior written notice to the other party. Network shall have the right to terminate this Agreement at any time during the Initial Term or any Renewal Term upon not less than thirty (30) days prior written notice. In the event of termination under this Section, the rights, duties and responsibilities of each party shall continue through the applicable notice period.

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

4. NETWORK COMMERCIALS

In exchange for Network's furnishing the Program(s) to Station, Operator agrees to cause Station to broadcast all Network commercials, which are fed to Station by Network (the "Network Commercial(s)"), unless Station reasonably believes that a commercial is unsuitable for broadcast in its Primary Market Area. Such commercials shall be broadcast in accordance with Attachment B ("Commercial Inventory by Daypart") where applicable.

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, Operator 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 Operator 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. For the purposes of this paragraph, Station's "Primary Market Area" will be deemed to be the lesser of (i) the Nielsen Audio Metro Survey Area, as currently defined, in which Station is currently located; or (ii) Station's city of license if Station is not located within an Nielsen Audio Metro Survey Area.

Station acknowledges that Network will have the right to provide the Programs to any stations who 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 Programs 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 Programs herein.

6. RESERVATION OF RIGHTS

All licenses, rights and interest in, to and with respect to the Program not specifically granted to Operator herein shall be and are reserved to Network including, without limitation, the right to distribute the Program audio by any means of exhibition, display, transmission, distribution, duplication, playback and performance by means of all forms of radio, television, computer and other media, devices, methods and improvements now known or hereafter developed including, but not limited to, cable transmission, satellite-to-home transmission, DBS (including DARS), closed circuit distribution, distribution over networked telecommunications systems, including the internet, exhibition by means of phonographic records, audio cassettes, compact discs and computer storage and playback devices and transmission and distribution by means of audio-on-demand, on-line and 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. OPERATOR'S RIGHTS AND OBLIGATIONS

(a) The Program(s) shall be delivered to Station via Satellite. The cost of delivering the signal to Station's satellite earth station shall be borne by Network. Operator 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. One or more basic satellite receivers, not including any spare or backup receivers, may be provided to Operator by Network.

(b) Notwithstanding anything to the contrary in this Agreement, and consistent with Operator's obligations pursuant to the applicable provisions of the Communications Act of 1934, Operator 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 outstanding local or national importance, excluding local sports. Operator agrees to give Network prompt written notice of any such preemption and to broadcast the Network Commercials contained within the pre-empted Program within twenty-one (21) days or the flight of the Network Commercial whichever is shorter. Time is of the essence for this paragraph 7(b).

(c) Network will provide Operator Declaration of Clearance and Affidavit of Performance forms to verify the dates and times that the Program(s) and Network Commercials hereunder were broadcast. Operator agrees to return the completed forms to Network no later than the deadline date on such forms or ten days after receipt of such forms, whichever is earlier. Operator is responsible for the strict accuracy of these forms.

(d) Operator shall submit such other reports as may be reasonably requested by Network concerning the broadcast of the Program(s) by Station. Upon request, Operator 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), Operator agrees to maintain records noting the exact date and time when

Network Commercials were broadcast by Operator. Such records must be maintained by Operator for at least one (1) year following the broadcast.

(e) Operator 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 royalty 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 Operator 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, Operator agrees to notify Network, in writing within forty-eight (48) hours of any such application or change, and Network shall have the right at any time from the date of such notice until six (6) months thereafter, to terminate this Agreement effective upon ten (10) days prior written notice.

(g) Operator 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. Operator further agrees not to authorize, cause, permit, or enable anything to be done whereby the Program(s) is rebroadcast over a translator outside the community to which Station is licensed.

(h) Operator 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.

(j) Subject to the terms and conditions of this Agreement, Operator agrees to use its best efforts to promote the Program(s) in Station's Primary Market Area, and further agrees not to disclose any Confidential Information obtained by Operator 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 has been made generally available to the public by Network.

(k) Operator shall not be responsible for failure to perform due to causes beyond its control, including but not limited to a failure of facilities, Act of God, government or court action, or labor dispute.

(l) If there is an attachment to this Agreement requiring the payment of Affiliation Fees, then Operator shall be responsible for the 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. Network, in its sole discretion, may 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 Operator at least ninety (90) days prior written notice or as much notice as is practicable under the circumstances. This Agreement will 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, Act of God, government or court action, or labor dispute.

(c) Network shall not be responsible for any signal loss or degradation of any kind in the transmission of the Program(s) to Operator, 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 Operator's rights to broadcast the Program(s), on ten (10) days written notice, upon the occurrence of any of the following:

(i) Operator's failure to perform any of its obligations as set forth herein;

(ii) Operator's failure to make any payment, including payment of any applicable Affiliation Fees, when due; Operator's failure to broadcast any Network Commercial (other than Commercials which are unsuitable for broadcast in Station's Primary Market Area); Operator's failure to return accurate Declarations of Clearance and Affidavit of Performance forms in accordance with paragraph 7(c) herein;

(iii) A change in Station's transmitter location, power, frequency or hours of operation in accordance with paragraph 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 "LMA" arrangement at Station;

(v) Cessation of operations by Operator 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 Operator's control, including but not limited to a failure of facilities, Act of God, government or court action, or labor dispute, and further provided that Operator has resumed its normal broadcast operations within thirty (30) days of the cessation of such operations;

If Network exercises its right to terminate under this paragraph, Operator shall also become liable for payment of (i) an amount equal to the total amount of Affiliation Fees (if any) which Operator was obligated to pay Network under this Agreement during the Term and which Operator 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 Operator 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.

9. **USE AND OWNERSHIP OF THE PROGRAM**

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

(b) As a condition to the grant of rights hereunder, all approved printed materials used by Operator in connection with the Program(s), including but not limited to, advertising and promotional materials, shall bear a properly located copyright notice in the name of Westwood One, Inc. (i.e., "©Westwood One, Inc.") or such other notice as Network specifies to Operator 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 Operator hereunder shall inure to Network's benefit. Operator acknowledges that, as between Operator 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 Operator must receive prior written approval from Network for each use of the Network name and any other format element or logo or other Mark. Whenever possible, Operator agrees to use advertising and promotional materials supplied to it by Network. It is expressly understood and agreed that Operator shall not have the right to use the Marks or any program element for merchandising purposes.

(e) Upon expiration or other termination of this Agreement, Operator 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 designation confusingly similar to the Marks.

(f) Operator shall perform all acts required by Network to control and monitor the use of the Marks. Operator shall notify Network immediately of any other broadcast Owners or other entities or persons who are using the Marks in Operator's Primary Market Area and will assist Network in terminating any such unauthorized uses. Operator shall cooperate in any legal action that Network deems necessary to resolve any potential infringing uses by third parties.

10. **TAXES**

Station agrees to pay all sales, use or other taxes arising from payment of the Affiliation Fees or from any other payments made by Station under this Agreement.

11. **INDEMNIFICATION**

Operator 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 Operator of this Agreement or the broadcast or use of any programs, commercials or other materials provided by and/or broadcast by Operator which were not supplied by Network. Network agrees to indemnify and hold Operator and Operator'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 Operator's breach of its obligations hereunder, including, without limitation, its obligations under paragraph 7(e). 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, Operator 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. Operator may not assign or transfer any of the rights or privileges granted to Operator under this Agreement unless Network shall have first consented in writing. In the event Network refuses to consent to such assignment or transfer, Network shall have the right to terminate this Agreement immediately. Operator 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 interest therein, Operator will notify Network, in writing, immediately. Operator also agrees that if Network consents to such transfer following such notice from Operator, and Operator assigns or transfers control of Station's license, Operator 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. Operator 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 Operator'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.

14. EQUITABLE RELIEF

Operator acknowledges that Network has no adequate remedy at law in the event of Operator's breach of this Agreement. Operator therefore agrees that Network, at its option, shall be entitled to 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:
Westwood One, Inc.
220 W. 42nd Street
New York, NY 10036
Fax: (646) 285-0178

If to Operator:
Magic Broadcasting II LLC
WYOO-FM 101.1
7106 Laird St Ste 102
Panama City Beach, FL 32408-7622

Attn: Account Manager

With a copy to:
Westwood One, Inc.
3280 Peachtree Road NW, Suite 2300
Atlanta, GA 30305
Attn: General Counsel

(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 has no authority to make any representations or warranties of any kind, nor is the 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, B AND INTERNET ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

In the event of a conflict between the terms of this Agreement and the terms of the Attachments, the terms of the Attachments shall control.

Contract ID 253226

Page 8 of 13

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

ACCEPTED AND AGREED:

Operator: Magic Broadcasting II LLC

By: *[Handwritten Signature]*

By: MELISSA ALLEGRETTO

Title: GM/VP (Print Name)

Date: 3/10/14

ACCEPTED AND AGREED:

Westwood One, Inc.

By: _____

By: Dennis Green

Title: SVP, Affiliate Sales & Broadcast Operations

Date: _____



ATTACHMENT A
The Mark Levin Show
The Program

This is an Attachment to the Agreement between Magic Broadcasting II LLC ("Operator"), operator of radio station WYOO-FM 101.1 ("Station"), and Westwood One, Inc. ("Network") dated 7 March 2014 ("Agreement").

Station has the right to use The Mark Levin Show (the "Program").

Length: Three (3) hours daily

Broadcast:

Day Monday through Friday Time 5pm-8pm



ATTACHMENT B
The Mark Levin Show
Commercial Inventory by Daypart

This is an Attachment to the Agreement between Magic Broadcasting II LLC ("Operator"), operator of radio station WYOO-FM 101.1 ("Station"), and Westwood One, Inc. ("Network") dated 7 March 2014 ("Agreement").

Station must air five (5) minutes of Network Commercials within each hour of the program for a total of fifteen (15) minutes per day.



INTERNET ADDENDUM

Reference is made to the program license agreement for the Mark Levin Show (hereinafter, the "Program(s)") between Westwood One, Inc. ("Network") and Magic Broadcasting II LLC ("Operator"), operator of radio station WYOO-FM 101.1 ("Station"), dated 7 March 2014 (hereinafter, the "Agreement").

WHEREAS, Operator has requested that Station be allowed to simultaneously transmit the Program(s) provided by Network pursuant to the Agreement 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 following terms and conditions:

NOW, THEREFORE, the parties hereby agree as follows:

1. Subject to the terms and conditions of this Internet Addendum, Network hereby grants to Operator and Operator 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 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 Operator 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 Operator 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. Operator and Station shall not archive any of the Program(s) or create a database of audio content available at the Designated Website that contains all or any portion of the Program(s).
4. Operator and Station shall be responsible for removing all commercials contained in the Program(s). Additionally, Operator and Station shall be responsible for removing any music designated by Network to be removed from the Programs. Operator and Station further agree to remove any other materials from the Program(s) upon written notice from Network.
5. Operator 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. Operator and Station shall maintain ASCAP, BMI, and SESAC licenses covering the Station's radio broadcasts and the Station's website.

6. Network disclaims, and Operator 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 Operator 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. Operator 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 Operator'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, and the rights granted herein, at any time, for any reason, upon written notice to Operator, and in such event, Station shall immediately cease any transmission of the Program(s) over the Designated Website.
9. In the event of a conflict between the terms of this Internet Addendum and the Agreement, the terms of this Internet Addendum shall prevail.



The Mark Levin Show Agreement

Owner Magic Broadcasting LLC -- MAGIC BROADCASTING II LLC
 Radio Station WYOO-FM 101.1 (the "Station") *NEW OWNERSHIP FROM ORIGINAL CONTRACT*
 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 day of 3 February 2012, between Radio Networks, LLC dba Cumulus Media Networks ("Network") and Magic Broadcasting LLC ("Owner"), owner 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 The Mark Levin Show, this Agreement shall, as of its Effective Date, 03/05/2012 (as defined in paragraph 3 below), supersede and replace such prior agreement in its entirety.

WITNESSETH

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

WHEREAS, Owner holds a controlling interest in Station; and

WHEREAS, Owner desires to broadcast the Program(s) over the facilities of Station, and Owner has the ability to cause Station to broadcast the Program(s) and otherwise to perform all acts necessary to enable Owner to fulfill its obligations under the 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

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

2. GRANT

Network hereby grants to Owner and Owner 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 Section 5). Owner 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 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 two (2) year(s) commencing on 03/05/2012 ("Effective Date"), and expiring on 03/08/2014 (the "Initial Term"), and shall continue thereafter until terminated as provided herein. The Initial Term and renewal term, if any, shall be referred to collectively as the "Term".

Either party may terminate this Agreement effective at any time after the Initial Term upon not less than ninety (90) days prior written notice to the other party. In the event of termination under this Section, the rights, duties and responsibilities of each party shall continue through the ninety (90) day notice period.

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

4. NETWORK COMMERCIALS

In exchange for Network's furnishing the Program(s) to Station, Owner agrees to cause Station to broadcast all Network commercials, which are fed to Station by Network (the "Network Commercial(s)"), unless Station reasonably believes that a commercial is unsuitable for broadcast in its Primary Market Area. Such commercials shall be broadcast in accordance with Attachment B ("Commercial Inventory by Daypart") where applicable.

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, Owner 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 Owner 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. For the purposes of this paragraph, Station's "Primary Market Area" will be deemed to be the lesser of (i) the Arbitron Metro Survey Area, as currently defined, in which Station is currently located; or (ii) Station's city of license if Station is not located within an Arbitron Metro Survey Area. Station acknowledges that Network will have the right to provide the Programs to any stations who 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

Programs 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 Programs herein.

6. RESERVATION OF RIGHTS

All licenses, rights and interest in, to and with respect to the Program not specifically granted to Owner herein shall be and are reserved to Network including, without limitation, the right to distribute the Program audio by any means of exhibition, display, transmission, distribution, duplication, playback and performance by means of all forms of radio, television, computer and other media, devices, methods and improvements now known or hereafter developed including, but not limited to, cable transmission, satellite-to-home transmission, DBS (including DARS), closed circuit distribution, distribution over networked telecommunications systems, including the internet, exhibition by means of phonographic records, audio cassettes, compact discs and computer storage and playback devices and transmission and distribution by means of audio-on-demand, on-line and 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. OWNER'S RIGHTS AND OBLIGATIONS

(a) The Program(s) shall be delivered to Station via Satellite. The cost of delivering the signal to Station's satellite earth station shall be borne by Network. Owner 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. One or more basic satellite receivers, not including any spare or backup receivers, may be provided to Owner by Network.

(b) Notwithstanding anything to the contrary in this Agreement, and consistent with Owner's obligations pursuant to the applicable provisions of the Communications Act of 1934, Owner 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 outstanding local or national importance, excluding local sports. Owner agrees to give Network prompt written notice of any such preemption and to broadcast the Network Commercials contained within the pre-empted Program within twenty-one (21) days or the flight of the Network Commercial whichever is shorter. Time is of the essence for this paragraph 7(b).

(c) Network will provide Owner Declaration of Clearance and Affidavit of Performance forms to verify the dates and times that the Program(s) and Network Commercials hereunder were broadcast. Owner agrees to return the completed forms to Network no later than the deadline date on such forms or ten days after receipt of such forms, whichever is earlier. Owner is responsible for the strict accuracy of these forms.

(d) Owner shall submit such other reports as may be reasonably requested by Network concerning the broadcast of the Program(s) by Station. Upon request, Owner 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), Owner agrees to maintain records noting the exact date and time when Network Commercials were broadcast by Owner. Such records must be maintained by Owner for at least one (1) year following the broadcast.

(e) Owner 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 royalty 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 Owner 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, Owner agrees to notify Network, in writing within forty-eight (48) hours of any such application or change, and Network shall have the right at any time from the date of such notice until six (6) months thereafter, to terminate this Agreement effective upon ten (10) days prior written notice.

(g) Owner 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. Owner further agrees not to authorize, cause, permit, or enable anything to be done whereby the Program(s) is rebroadcast over a translator outside the community to which Station is licensed.

(h) Owner 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.

(j) Subject to the terms and conditions of this Agreement, Owner agrees to use its best efforts to promote the Program(s) in Station's Primary Market Area, and further agrees not to disclose any Confidential Information obtained by Owner 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 has been made generally available to the public by Network.

(k) Owner shall not be responsible for failure to perform due to causes beyond its control, including but not limited to a failure of facilities, Act of God, government or court action, or labor dispute.

(l) If there is an attachment to this Agreement requiring the payment of Affiliation Fees, then Owner shall be responsible for the 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. Network, in its sole discretion, may 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 Owner at least ninety (90) days prior written notice or as much notice as is practicable under the circumstances. This Agreement will 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, Act of God, government or court action, or labor dispute.

(c) Network shall not be responsible for any signal loss or degradation of any kind in the transmission of the Program(s) to Owner, 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 Owner's rights to broadcast the Program(s), on ten (10) days written notice, upon the occurrence of any of the following:

(i) Owner's failure to perform any of its obligations as set forth herein;

(ii) Owner's failure to make any payment, including payment of any applicable Affiliation Fees, when due; Owner's failure to broadcast any Network Commercial (other than Commercials which are unsuitable for broadcast in Station's Primary Market Area); Owner's failure to return accurate Declarations of Clearance and Affidavit of Performance forms in accordance with paragraph 7(c) herein;

(iii) A change in Station's transmitter location, power, frequency or hours of operation in accordance with paragraph 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 "LMA" arrangement at Station;

(v) Cessation of operations by Owner 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 Owner's control, including but not limited to a failure of facilities, Act of God, government or court action, or labor dispute, and further provided that Owner has resumed its normal broadcast operations within thirty (30) days of the cessation of such operations;

If Network exercises its right to terminate under this paragraph, Owner shall also become liable for payment of (i) an amount equal to the total amount of Affiliation Fees (if any) which Owner was obligated to pay Network under this Agreement during the Term and which Owner 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 Owner 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.

9. **USE AND OWNERSHIP OF THE PROGRAM**

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

(b) As a condition to the grant of rights hereunder, all approved printed materials used by Owner in connection with the Program(s), including but not limited to, advertising and promotional materials, shall bear a properly located copyright notice in the name of Radio Networks, LLC dba Cumulus Media Networks (i.e., "©Radio Networks, LLC dba Cumulus Media Networks") or such other notice as Network specifies to Owner 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 Owner hereunder shall inure to Network's benefit. Owner acknowledges that, as between Owner 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 Owner must receive prior written approval from Network for each use of the Network name and any other format element or logo or other Mark. Whenever possible, Owner agrees to use advertising and promotional materials supplied to it by Network. It is expressly understood and agreed that Owner shall not have the right to use the Marks or any program element for merchandising purposes.

(e) Upon expiration or other termination of this Agreement, Owner 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 designation confusingly similar to the Marks.

(f) Owner shall perform all acts required by Network to control and monitor the use of the Marks. Owner shall notify Network immediately of any other broadcast Owners or other entities or persons who are using the Marks in Owner's Primary Market Area and will assist Network in terminating any such unauthorized uses. Owner shall cooperate in any legal action that Network deems necessary to resolve any potential infringing uses by third parties.

10. **TAXES**

Station agrees to pay all sales, use or other taxes arising from payment of the Affiliation Fees or from any other payments made by Station under this Agreement.

11. **INDEMNIFICATION**

Owner 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 Owner of this Agreement or the broadcast or use of any programs, commercials or other materials provided by and/or broadcast by Owner which were not supplied by Network. Network agrees to indemnify and hold Owner and Owner'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 Owner's breach of its obligations hereunder, including, without limitation, its obligations under paragraph 7(e). 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, Owner 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. Owner may not assign or transfer any of the rights or privileges granted to Owner under this Agreement unless Network shall have first consented in writing. In the event Network refuses to consent to such assignment or transfer, Network shall have the right to terminate this Agreement immediately. Owner 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 interest therein, Owner will notify Network, in writing, immediately. Owner also agrees that if Network consents to such transfer following such notice from Owner, and Owner assigns or transfers control of Station's license, Owner 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.

14. **EQUITABLE RELIEF**

Owner acknowledges that Network has no adequate remedy at law in the event of Owner's breach of this Agreement. Owner therefore agrees that Network, at its option, shall be entitled to 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:
Radio Networks, LLC dba Cumulus Media
Networks
261 Madison Avenue, 3rd Floor
New York, NY 10016
Fax: (212) 735-1118

If to Owner:
Magic Broadcasting LLC
WYOO-FM 101.1
7106 Laird St Ste 102
Panama City Beach, FL 32408-7622

PLEASE NOTE NEW NAME
- MAGICBROADCASTING II

Attn: Account Manager

With a copy to:
Radio Networks, LLC dba Cumulus Media
Networks
c/o Cumulus Media Networks
261 Madison Avenue, 3rd Floor
New York, NY 10016
Attn: General Counsel

(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 has no authority to make any representations or warranties of any kind, nor is the 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 INCLUDES THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON ATTACHMENTS A, B AND INTERNET ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

In the event of a conflict between the terms of this Agreement and the terms of the Attachments, the terms of the Attachments shall control.

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

ACCEPTED AND AGREED:

Owner: Magic Broadcasting LLC

MAGIC BROADCASTING II, LLC

By: *Missy Allegretto*

By: MELISSA ALLEGRETTO

Title: GM (Print Name)

Date: 2/6/12

ACCEPTED AND AGREED:

Radio Networks, LLC dba Cumulus Media Networks

By: _____

By: Dennis Green

Title: SVP, Affiliate Sales & Broadcast Operations

Date: _____



ATTACHMENT A
The Mark Levin Show
The Program

This is an Attachment to the Agreement between Magic Broadcasting LLC ("Owner"), owner of radio station WYOO-FM 101.1 ("Station"), and Radio Networks, LLC dba Cumulus Media Networks ("Network") dated 3 February 2012 ("Agreement").

Station has the right to use The Mark Levin Show (the "Program").

Length: Three (3) hours daily

Broadcast:

Day Monday through Friday Time 5pm-8pm



ATTACHMENT B
The Mark Levin Show
Commercial Inventory by Daypart

This is an Attachment to the Agreement between Magic Broadcasting LLC ("Owner"), owner of radio station WYOO-FM 101.1 ("Station"), and Radio Networks, LLC dba Cumulus Media Networks ("Network") dated 3 February 2012 ("Agreement").

Station must air five (5) minutes of Network Commercials within each hour of the program for a total of fifteen (15) minutes per day.



INTERNET ADDENDUM

Reference is made to the program license agreement for the Mark Levin Show (hereinafter, the "Program(s)") between Radio Networks, LLC dba Cumulus Media Networks ("Network") and Magic Broadcasting LLC ("Owner"), owner of radio station WYOO-FM 101.1 ("Station"), dated 3 February 2012 (hereinafter, the "Agreement").

WHEREAS, Owner has requested that Station be allowed to simultaneously transmit the Program(s) provided by Network pursuant to the Agreement 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 following terms and conditions:

NOW, THEREFORE, the parties hereby agree as follows:

1. Subject to the terms and conditions of this Internet Addendum, Network hereby grants to Owner and Owner 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 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 Owner 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 Owner 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. Owner and Station shall not archive any of the Program(s) or create a database of audio content available at the Designated Website that contains all or any portion of the Program(s).
4. Owner and Station shall be responsible for removing all commercials contained in the Program(s). Additionally, Owner and Station shall be responsible for removing any music designated by Network to be removed from the Programs. Owner and Station further agree to remove any other materials from the Program(s) upon written notice from Network.
5. Owner 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. Owner and Station shall maintain ASCAP, BMI, and SESAC licenses covering the Station's radio broadcasts and the Station's website.

6. Network disclaims, and Owner 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 Owner 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. Owner 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 Owner'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, and the rights granted herein, at any time, for any reason, upon written notice to Owner, and in such event, Station shall immediately cease any transmission of the Program(s) over the Designated Website.
9. In the event of a conflict between the terms of this Internet Addendum and the Agreement, the terms of this Internet Addendum shall prevail.

ACCEPTED AND AGREED:

Owner: Magic Broadcasting LLC

MAGIC BROADCASTING II LLC

By: *Melissa Allegretto*

By: MELISSA ALLEGRETTO

(Print Name)

Title: GM

Date: 2/6/12

ACCEPTED AND AGREED:

Radio Networks, LLC dba Cumulus Media Networks

By: _____

By: Dennis Green

Title: SVP, Affiliate Sales & Broadcast Operations

Date: _____



WestwoodOne

**License Agreement
For Benztown Branding
Production Libraries and Radio Services**

THIS LICENSE AGREEMENT (the "Agreement") is entered into on May 1st, 2015, between Westwood One, Inc. ("WVO") and Magic Broadcasting II LLC ("Broadcaster"), owner and operator of radio station WYOO-FM (hereinafter, "Station").

RECITALS

WHEREAS, WVO has the right to license radio station certain of its production libraries and voiceover and imaging services owned and produced by Benztown Branding; and

WHEREAS, Broadcaster desires to license from WVO such services set forth on Attachment A (the "Service") for use by Station.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. LICENSE GRANT

(a) Subject to the terms and conditions of this Agreement, WVO grants Station a limited non-exclusive license to use the Service during the Term of this Agreement. WVO will grant Station access to the Service via a password protected website. Broadcaster and Station accept such license and agree that that the Service may be used solely by Station for promotion of the Station during Station's live over-the-air terrestrial broadcasting of its programming over the Station's licensed broadcast facilities and for no other purpose. Broadcaster and Station agree not to sell, license, sublicense, distribute, incorporate, market, reproduce, rent, lease or offer for timesharing, transmit or otherwise use or provide access to the Service or any component or element of the Service by any means or for any purpose other than as expressly permitted herein. This Agreement and the license granted pursuant hereto may not be assigned, sublicensed or otherwise transferred by Broadcaster or Station without the prior written consent of WVO. Except for the limited right and license granted to Station herein, WVO retains all rights in and to the Service, all components of the Service and derivatives of the Service. Upon the expiration or termination of this Agreement for any reason, Station's rights to use the Service, any components of the Service or any derivative of the Service shall terminate.

(b) Broadcaster and Station agree that, as between the parties and Benztown Brandings owns all right, title and interest, including but not limited to copyright, patent, trade secret and all other intellectual property rights, in and Services, and any changes, modifications or corrections thereof.

(c) Broadcaster and Station acknowledge that WWO, Benztown Branding and their licensors shall retain the public performance rights in all music contained within the Service and shall have the rights to collect any performance royalties generated from Station's identified broadcast of any music within the Service. Station 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 music within the Service and for the payment of any public performance music licenses or royalty 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 Service.

(d) WWO shall not be responsible or incur any liability whatsoever for interruptions or discontinuance of the Service due to causes beyond its control, including, but not limited to, a failure of facilities, Act of God, government or court action, or labor dispute.

2. TERM

(a) The Initial Term of this Agreement shall be for a period of 12 months commencing on 5/11/2015 and expiring on 5/11/2016 (the "Initial Term"). The Initial Term and renewal term, 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 12 months unless either party shall notify the other party in writing not less than ninety (90) days prior to the expiration of the then current term that it elects not to have the Agreement renewed. WWO 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 of termination under this Section, the rights, duties and responsibilities of each party shall continue through the applicable notice period.

(b) This Agreement is binding on both parties when fully executed. This Agreement shall be deemed "fully executed" when it has either been signed by Station and an officer of WWO or has been signed by an officer of WWO and Station has commenced using the Service.

3. CONSIDERATION

(a) In exchange for WWO's furnishing the Service to Station, Broadcaster and Station agree to schedule and broadcast on the Station the total minutes of WWO commercials set forth on Attachment A within the days and day parts set forth on Attachment A (the "Network Commercials").

(b) Broadcaster agrees to cause Station to broadcast all WWO Commercials which are fed to Station by WWO and to cause Station to broadcast the WWO Commercials in their entirety without any deletions or alterations unless authorized in advance in writing by WWO. Notwithstanding the foregoing, Broadcaster shall have the right to refuse to broadcast a WWO Commercial which it reasonably believes it unsuitable for broadcast in Station's service area (in

which event Station shall broadcast a substitute commercial provided by WWO) or to preempt broadcast of a WWO Commercial to broadcast a program of immediate and outstanding local or national importance.

(c) Within ten (10) business days after each standard broadcast week, Broadcaster shall deliver to WWO, on forms provided by WWO, complete, accurate and duly executed reports and affidavits ("Affidavits") with respect to Station's broadcasting of the Network Commercials during the immediately preceding broadcast week. Broadcaster shall submit such other reports as may be reasonably requested by WWO concerning the broadcast of the Network Commercials by Station. Station is responsible for the strict accuracy of these forms. If an audit determines that a Network Commercial was not broadcast at the time indicated in the Station's affidavits, WWO shall have all of the rights as set forth in Section 6 herein. Station's failure to broadcast any Network Commercial and Station's failure timely to return accurate affidavits and reports shall be a material breach of its obligations under this Agreement.

4. OWNERSHIP AND CONTROL OF STATION: NO VIOLATION

Broadcaster expressly represents and warrants that it has the ability to, and agrees to, cause Station to undertake and perform all acts necessary for Broadcaster to fulfill Broadcaster's obligations under this Agreement. Broadcaster further agrees not to allow Station to act in any manner inconsistent with Broadcaster's obligations hereunder. Broadcaster further represents that the execution and delivery of this Agreement by Broadcaster and the performance of the transactions contemplated by this Agreement by Broadcaster 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 Broadcaster or the Station is a party or by which Broadcaster or the Station or any of their respective properties may be bound.

5. DISCLAIMERS: LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER NETWORK NOR ITS SUPPLIERS OR LICENSORS MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT FOR THE EXPRESS INDEMNIFICATION OBLIGATIONS OF THE PARTIES SET FORTH IN THIS AGREEMENT OR UPON A SHOWING OF BAD FAITH OR MALFEASANCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, LOST PROFITS, LOSS OF GOODWILL, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THIS AGREEMENT AND LICENSE. THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. TERMINATION

Without limiting any applicable rights and remedies, WWO will have the right to terminate this Agreement or suspend Station's material rights to the Service, (i) on ten (10) days written notice, upon Station's failure to perform any of its obligations as set forth herein (including, without

limitation, Station's failure to satisfy its obligations under Section 3 above) within such 10 day period or (ii) immediately upon written notice, in the event that WWO's relationship with its licensors with respect to the Service should terminate or expire for any reason or no reason. If WWO exercises its right to terminate under Clause (i) in the preceding sentence, Station shall also become liable for payment of an amount equal to the value of consideration owed by Station which it both has not provided prior to termination and would have been required to provide during the remainder of the Term (including, without limitation, the value of any commercial time on Station which Station was obligated under this Agreement to provide for WWO's Commercials during the Term).

7. NETWORK MARKS

Station shall use only such names, trademarks, service marks and/or logos of WWO ("WWO Marks") or Benztown Branding (the "Benztown Branding Marks") as expressly authorized in writing in each and every instance by WWO, as applicable. All uses of the WWO Marks and the Benztown Branding Marks by Station hereunder shall inure to WWO's benefit. Upon expiration or other termination of this Agreement, Station shall immediately cease all uses of the WWO Marks the Service, and all other materials associated therewith and shall not thereafter adopt any other mark or other designation confusingly similar to the WWO Marks or the Benztown Branding Marks.

8. INDEMNIFICATION

(a) WWO shall defend, indemnify, and hold Broadcaster, Station harmless against any liability, damage, loss, cost or expense (including reasonable attorney's fees) arising under any claim or action that results from (i) WWO's breach of its warranties or performance of its obligations set forth in this Agreement; (ii) Station's broadcast of the WWO Commercials in the manner authorized by this Agreement; or (iii) Station's use of the Service in the manner authorized by this Agreement, including claims asserting that Station's use of the Service infringes the copyright or intellectual property rights of any third parties (excluding claims arising from Station's failure to maintain ASCAP, BMI or SESAC music performance licenses) provided that Station gives WWO prompt written notice of any such claim, full control over the defense of such claim and provides reasonable assistance to WWO in the defense of such claim except that if there are legal defenses available to Station that are different from or additional to those available to WWO that are not satisfactorily raised by WWO. Station may, after notifying WWO, undertake and conduct the defense or settlement, or both, of such claim, demand or cause of action, select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action at its own expense.

(b) Station shall defend, indemnify, and hold harmless WWO and Benztown Branding against any liability, damage, loss, cost or expense (including reasonable attorney's fees) arising under any claim or action that results from Station's breach of its warranties, unauthorized use of the Service or performance of its obligations set forth in this Agreement; provided that WWO gives Station prompt written notice of any such claim, full control over the defense of such claim and provides reasonable assistance to Station in the defense of such claim except that if there are legal defenses available to WWO that are different from or additional to those available to Station that are not satisfactorily raised by Station, WWO may, after notifying Station, undertake and conduct the defense or settlement, or both, of such claim, demand or cause of action, select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action at its own expense. Station acknowledges that all wording, phrases,

slogans, logos, signatures or other melodies that differ from the versions provided by WWO and Benztown Branding ("Station Materials") through the Service shall be at Station's sole risk and liability and Station agrees to indemnify, defend and hold harmless WWO and Benztown Branding from all claims, liabilities, costs and expenses arising from or relating to Station's use of the Station Materials.

9. 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 WWO, Station and Station agree to submit to the personal jurisdiction of such courts.

10. ASSIGNMENT

WWO reserves the right to assign this Agreement to any party. Station may not assign or transfer any of the rights or privileges granted to Station under this Agreement without the express written consent of WWO and any such assignment or attempted assignment without such consent shall be void; provided however, that Station may assign this Agreement or any of its rights and obligations hereunder to (i) one or more affiliates of Broadcaster.

11. 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 WWO:

Westwood One, Inc.
13725 Montfort Drive
Dallas, TX 75240

Fax: (972) 991-1512
Attn: Contract Administrator

If to Broadcaster:

Magic Broadcasting II LLC
WYOO-FM
7106 Laird St., Ste. 102
Panama City Beach, FL. 32408-7622

Fax:
Attn:

With a copy to:

Westwood One, Inc.
220 W. 42nd Street
New York, NY 10036
Attn: General Counsel and
SVP, Affiliate Sales
Fax: (212) 641-2198

(d) Neither party shall be responsible or incur any liability to the other party whatsoever for interruptions or discontinuance of the Service or performance of other services hereunder due to causes beyond its control, including, but not limited to, a failure of facilities, Act of God, government or court action, or labor dispute.

(e) This Agreement (incorporating all Attachments, Riders and Addenda hereto) 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 WWO has no authority to make any representations or warranties of any kind, nor is the representative empowered to execute this Agreement.

(f) 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, RIDERS AND INTERNET ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

[signature page follows]

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

ACCEPTED AND AGREED:

MAGIC BROADCASTING II LLC

By: *Chrompho D*

Name: CHRISTOPHER HUNTER
(Print Name)

Title: OPERATIONS MGR.

Date: 5/1/15

ACCEPTED AND AGREED:

WESTWOOD ONE, INC.

By: *Chris Green*

Name: Dennis Green

Title: SVP, Affiliate Sales

Date: 5/6/15

ATTACHMENT A
BENZTOWN BRANDING PRODUCTION LIBRARIES
AND RADIO AND IMAGING SERVICES: SERVICES

Services

Station agrees that it will utilize the Services that are checked below.

PRODUCTION LIBRARIES: (Select as applicable)

Hot AC	AC	Urban	CHR	Rock	NTS	Jack FM
_____	_____	_____	_____	_____	_____	_____
Country	Classic Hits	Rhythmic	Urban AC	Speaker Toyz (Urban)	Speaker Toyz (Urban AC)	
_____	_____	_____	_____	_____	_____	

Imaging Services _____

Voiceover Services* X

Jingles _____

Benztown Voiceover talent is Jim Merkel; Station gets 1 page per month dry VO

*Talent to provide voiceover turnaround within forty-eight (48) hours from the time copy is received from Station. Station shall format copy for talent using the following Page Definition: 13-size CAPS font, double-spaced, 1-inch margins (Times, Arial or similar standard font).

BROADCASTER INITIAL: CH

WVO INITIAL: O

**BENZTOWN BRANDING PRODUCTION LIBRARIES
AND RADIO AND IMAGING SERVICES: INVENTORY**

As consideration for the license to use the Service checked above, Station agrees to broadcast on the Station the total number of Network Commercials specified below during the days and dayparts specified below:

Station must air four (4) minute(s) of Network Commercials each day, Monday through Sunday, in fair and equal rotation between the hours of 5 a.m. and 8 p.m., for a total of 28 minutes of Network Commercials per week.

The Network Commercials specified above initially will be assigned by WWO for carriage on the air network designated below. WWO will have the right to designate any other network for the carriage of the Network Commercial.

<u>Formats</u>	<u>Service</u>	<u>Air WWO</u>
Country	Voice	Voice 17FAS
Urban AC	Imaging	Imaging 17FAS
Oldies/Classic Hits	Libraries	Libraries 17FAS
Religious		
Rock	Voice	Voice 17FSS
Classic Rock	Imaging	Imaging 17FSS
Sports	Libraries	Libraries 17FSS
Talk	Voice	Voice 17FMS
News	Imaging	Imaging 17FMS
	Libraries	Libraries 17FMS
CHR	Voice	Voice 17FDS
Urban	Imaging	Imaging 17FDS
AC	Libraries	Libraries 17FDS
HAC		

(The above chart gives the Air WWO for each Format by Service (Voice, Imaging and/or Libraries). This will allow the contract coordinator to verify the correct Air WWO is used.)

BROADCASTER INITIAL: CH

WWO INITIAL: R

**BENZTOWN BRANDING PRODUCTION LIBRARIES
AND RADIO AND IMAGING SERVICES**

Internet Streaming Addendum

Effective 5/11/2015, this Internet Streaming Addendum (the "Internet Addendum") shall supplement the License Agreement for Benztown Branding Production Libraries and Radio Services (the "Agreement") between Westwood One, Inc. ("WVO") and Magic Broadcasting II LLC ("Broadcaster") owner and operator of radio station WYOO-FM ("Station"). Capitalized terms used herein and not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

1. Subject to the terms and conditions of this Internet Addendum, WVO hereby grants to Broadcaster and Broadcaster accepts a limited, non-exclusive, non-transferable license to for Station to transmit Station programming containing the Service via streaming of the Station's programming via the Internet only through Station's official website www.talkradio101.com (the "Designated Website"). The streaming of the Service by Station shall include only audio delivery of the Station programming containing the Service contemporaneously with Station's live over-the-air terrestrial broadcasting of its programming in "real-time" listening simultaneously with the Station's terrestrial radio broadcast of its programming over its licensed broadcast facilities. Station may only transmit Station's programming containing the Services if Station is also transmitting all of the programming then being broadcast on the Station via the Designated Website.

2. Neither Station nor Broadcaster shall transmit or distribute or permit any third party to transmit or distribute any part of the Service via or from any other website other than the Designated Website or by any other means other than live streaming of the Station's programming. The Service may be simulcast on mobile applications and/or third-party applications hosting a real-time stream of the Station's programming only with written approval for each proposed application from an authorized executive of Network. Network hereby agrees to allow the Service to be simulcast on TuneIn.

3. Broadcaster and Station shall not archive any of the elements of the Service or create a database of audio content available at the Designated Website that contains all or any portion of the Service. The rights granted to Station do not include the right to stream any element of the Service separate and apart from Station's other programming or making any element of the Service available for podcasting or in any downloadable form whatsoever, or in any way that permits the Service to be saved or retained on the recipient's computer or other device.

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

5. WVO disclaims, and Broadcaster and Station hereby waive, any and all warranties with respect to the transmission of the Service via the Designated Website. WVO shall have no liability, whether in contract, tort or otherwise, and Broadcaster and Station hereby

waive all claims for any loss, injury, damage or expenses of any kind, arising either directly or indirectly from the transmission of any of the Service or any portion thereof via the Designated Website.

6. Broadcaster and Station hereby agree to indemnify and hold WWO, 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 reasonable attorneys' fees) arising out of Station's distribution or transmission of the Service over the Designated Website and/or the breach of any of the Broadcaster's and/or the Station's obligations, representations or warranties contained in this Internet Addendum.

7. WWO shall have the right to terminate this Internet Addendum, and the rights granted herein, at any time, for any reason, upon written notice to Broadcaster, and in such event, Station shall immediately cease any transmission of the Service over the Designated Website.

8. In the event of a conflict between the terms of this Internet Addendum and the Agreement, the terms of this Internet Addendum shall prevail.

9. The parties acknowledge herein that Broadcaster and Station has requested the option of either preemption or running WWO Commercials included in the internet transmissions of the Service. In addition to being solely responsible for the payment of any public performance music licenses or royalty payments which may be required to be paid on account of the inclusion of WWO Commercials within the internet transmission of the Service, and in addition to all other indemnifications obligations contained in this Agreement, Broadcaster and Station shall indemnify, hold harmless and defend WWO, parent companies, subsidiaries (the "Indemnified Parties") with respect to any claims arising from or related to the failure by Broadcaster and Station to preempt such WWO Commercials, including, without limitation, any and all reasonable attorneys' fees, and any fees charged to, or actions taken against, the Indemnified Parties based upon the failures to obtain any required licenses or to pay any required fees, including, without limitation, royalty fees.

BROADCASTER INITIAL: CH

WWO INTTIAL: Q



PROGRAMMING AFFILIATION AGREEMENT

THIS AGREEMENT, dated February 26, 2015 (this "Agreement") is made and entered into by and between Westwood One, Inc. ("WVO"), having offices at 220 West 42nd Street, New York, NY 10036 and Magic Broadcasting II LLC ("Broadcaster"), the owner and/or operator of radio broadcast station WYOO-FM ("Station"), whose business address is 7106 Laird St Ste 102 Panama City Beach, FL 32408-7622 and telephone number is 850-230-5855. Station is licensed by the Federal Communications Commission ("FCC") to broadcast in Springfd/Panama Cty ("City of License"). For purposes hereof, the "parties" shall mean Broadcaster and WVO.

I. BROADCAST OF WVO PROGRAMS

A. Subject to the terms and provisions hereof, WVO hereby grants to Broadcaster the right to publicly perform WVO's radio programs described in this paragraph I.A. (the "Program") by means of broadcasting over the air from the Station's present transmitting facilities, in analog or digital format, including on an "HD Radio" multicast channel.

"Program": Best Of Herman Cain

Days/times Program shall be broadcast on Station: Sun 12n-2p

B. **Exclusive Area:** Station shall be the exclusive licensee for the Program in Station's "Primary Market Area". For purposes hereof, 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 will have the right to provide the Programs to any stations whose transmitters are located outside Station's Primary Market Area.

C. Except as otherwise specified in this Agreement, Broadcaster shall be solely responsible for the construction, operation and maintenance of all technical and other facilities necessary or appropriate to receive and broadcast the Program and commercial announcements covered by this Agreement. WVO will arrange to have the Program available to Broadcaster by satellite, file transfer protocol ("FTP") or other means. WVO may, at its discretion, provide Broadcaster with equipment by which Broadcaster can receive the Program by satellite from WVO.

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

II. TERM

A. The initial term ("Term") of this Agreement shall be for a period of 12 months, beginning on 03/01/2015.

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

C. Notwithstanding anything to the contrary set forth herein, WWO shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Broadcaster for any reason whatsoever, including in the event WWO shall cease to produce and/or distribute the Program.

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

III. CONSIDERATION

During the Term, Broadcaster shall broadcast the Program on Station in its entirety, as specified in paragraph I.A. above, and all commercials embedded in the Program ("Network Commercials") as follows: minutes per hour, 12 minutes per week, and each Network Commercial must be aired. Broadcaster shall broadcast the Network Commercials on Station only in accordance with a log or schedule provided by WWO, which WWO will make available to Station via the Internet.

IV. INTERNET STREAMING

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

B. Broadcaster agrees that on all Internet transmissions of Program, Broadcaster will cover and preempt Network Commercials included in the Program. Any fee charged to or action taken against WWO in connection with Station's failure to cover and preempt Network Commercials as specified by WWO shall be the sole responsibility of Broadcaster to pay and/or defend.

C. WWO has the right to provide Broadcaster with means that will allow WWO to deliver substitute commercials to Station such that if Broadcaster streams the Program on the Internet Broadcaster will not have to cover and preempt Network Commercials as specified in

paragraph IV.B. above. If WWO provides Broadcaster with such means (or if Broadcaster otherwise has or obtains such means), Broadcaster will utilize it and include WWO's substitute commercials in any Internet streaming of Station's broadcasts as directed by WWO, and will not substitute its own content in place of Network Commercials.

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

V. ADDITIONAL TERMS AND CONDITIONS

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

B. Within ten (10) days after each standard broadcast week, Broadcaster shall deliver to WWO, on forms provided by WWO via the Internet, complete, accurate and duly executed reports and affidavits ("Affidavits") with respect to Station's broadcasting and/or Internet streaming of the Program and/or Network Commercials during the immediately preceding broadcast week. Broadcaster shall submit such other reports as may be reasonably requested by WWO concerning the broadcast of the Program by Station. Upon request, Broadcaster shall submit an additional affidavit provided by WWO, which will be used to generate ratings information for RADAR Surveys or other ratings services. In order to supply the requested information (which generally covers a one-week period), Broadcaster agrees to maintain records noting the exact date and time when Network Commercials were broadcast by Broadcaster. Such records must be maintained by Broadcaster for at least one (1) year following the broadcast. Upon request of WWO, Broadcaster shall install and maintain an AM/FM antenna to each port of its satellite receiver and connect the receiver to the Internet (and maintain such connection) to allow the automatic transmission of such Affidavits to WWO. Failure to so maintain this antenna shall constitute a material breach of this Agreement.

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

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

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

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

G. Notwithstanding anything contained in this Agreement to the contrary, Broadcaster agrees and acknowledges that, in addition to the Network Commercials furnished to Station by WWO pursuant to this Agreement, WWO shall have the right to include in the Program in-content sponsorship billboards and live sponsor mentions, free of any cost or expense to WWO, or offset by Broadcaster, and such material shall be broadcast by Broadcaster as set forth herein without any alterations, edits or deletions.

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

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

VI. GENERAL PROVISIONS

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

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

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

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

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

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

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

H. Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent. In the event of an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

VII. DEFAULT AND REMEDIES

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

1. Broadcaster's failure to perform any of its obligations as specifically provided herein, however, if the default is the non-payment of money due WWO, Broadcaster shall have ten (10) days to cure such failure prior to being deemed to be in default hereunder.

2. Broadcaster changes Station's transmitter location, antenna height, power, frequency, and/or usage of translator or booster stations (except as contemplated in Paragraph 1D hereof), without the prior written consent of WWO.

3. Broadcaster's failure to broadcast the Network Commercials as provided by WWO or its failure to submit Affidavits to WWO within the time period specified herein.

In case of any termination of this Agreement or service suspension, Broadcaster shall immediately cause Station to cease broadcasting the Program and any other WWO material related to the Program. If WWO terminates this Agreement because of Broadcaster's breach of or default under any provision of this Agreement, Broadcaster shall remain liable for payment of all accrued fees (if any) due WWO, in addition to payment of \$1,500.00 per month for each month remaining in the current unexpired Term of this Agreement, plus any damages of any nature whatsoever suffered by WWO, directly or indirectly, as a result of Broadcaster's breach or default. All remedies of WWO hereunder are cumulative and may be exercised concurrently or separately. No failure on the part

of WWO to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof. Termination or suspension of this Agreement by WWO shall not affect or waive outstanding amounts due from Broadcaster to WWO, or constitute an election of remedies. Any extension of time granted to pay amounts due by Broadcaster shall not constitute either a waiver of rights by WWO or the right to any future extension.

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

VIII. INDEMNITY; DISCLAIMER

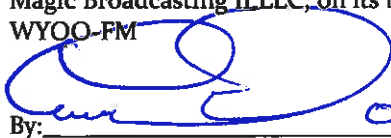
Each party hereby agrees to indemnify, defend and hold harmless the other party hereto, its predecessors, successors, assigns, and such entities' current, future and former directors, officers, employees and agents from any and all claims, demands, suits, judgments, awards, settlements or other costs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

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

WESTWOOD ONE, INC.

By: _____
Name: Dennis Green
Title: Senior Vice President, Affiliate Sales

Magic Broadcasting II LLC, on its behalf and on behalf of
WYOO-FM

By:  02/24/2015
Name: LARRY Slover
Title: General Manager Magic Broadcasting II LLC

(a) TO BE COMPLETED BY STATION (CAN BE PRODUCED IN WORD FORM)

STATION CONTACT INFORMATION

Station call sign and address:

WYOO
7106 Laird St. #102
Panama City, FL 32408

Station City of License: Springfield, FL
Station Format: News/talk

Key Station Service Contact:

Name: Jolene Kraft
Title: Program Director
Telephone: 414 531 0021
Email: JoleneKraft@outlook.com
Fax: _____

Traffic Contact, Terrestrial:

Name: Karla Melvin
Email: Karla@MagicFL.com
Telephone: 850-230-5855
Facsimile: _____

Traffic Contact, Streaming Media (if different):

Name: _____
Email: _____
Telephone: _____
Facsimile: _____

Address for Legal Notices (if not listed in Agreement):

Entity: _____
Address: _____

Fax: _____
Attn: _____



WestwoodOne

**Multi-Station License Agreement
For Benztown Branding
Production Libraries and Radio Services**

THIS LICENSE AGREEMENT (the "Agreement") is entered into as of March 19, 2014, effective as of 4/28/2014, between Westwood One, Inc. ("Network") and Magic Broadcasting II LLC ("Operator").

RECITALS

WHEREAS, Network has the right to license radio station certain production libraries and voiceover and imaging services owned and produced by Benztown Branding; and

WHEREAS, Operator directly or through subsidiaries, operates the radio stations set forth in Attachment A (each a "Station" and, collectively, the "Stations");

WHEREAS, Operator desires to license from Network the right for WVVE-FM 100.1 to access and use the Benztown Branding services set forth on Attachment A and in exchange for such license Operator will cause the other Operator Station(s) listed on Attachment A to broadcast Network Commercials in accordance with the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

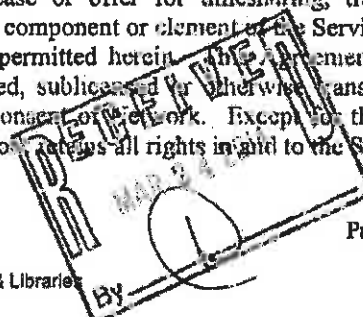
1. **LICENSE GRANT**

(a) Subject to the terms and conditions of this Agreement, Network grants WVVE-FM 100.1 (the "Licensed Station") a limited non-exclusive license to use the Benztown Branding service that is listed on Attachment A (the "Service") during the Term of this Agreement. Network will grant each Licensed Station access to the Service via a password protected website. Operator and the Stations accept such license and agree that that the Service may be used solely by the Stations for promotion of each Licensed Station during such Station's live over-the-air terrestrial broadcasting of its programming over such Station's licensed broadcast facilities and for no other purpose. Operator and the Stations agree not to sell, license, sublicense, distribute, incorporate, market, reproduce, rent, lease or offer for timesharing, transmit or otherwise use or provide access to the Service or any component or element of the Service by any means or for any purpose other than as expressly permitted herein. This Agreement and the license granted pursuant hereto may not be assigned, sublicensed or otherwise transferred by Operator or the Stations without the prior written consent of Network. Except for the limited right and license granted to the Stations herein, Network retains all rights in and to the Service, all

Contract ID 253368

Rev 2-7-2014 WVVE-FM & WYOO-FM Benztown Voice, Imaging & Libraries

Page 1 of 12



components of the Service and derivatives of the Service. Upon the expiration or termination of this Agreement for any reason, each Licensed Station's rights to use the Service, any components of the Service or any derivative of the Service shall terminate.

(b) Operator agrees that, as between the parties and Benztown Brandings, Benztown Brandings owns all right, title and interest, including but not limited to copyright, patent, trade secret and all other intellectual property rights, in and Services, and any changes, modifications or corrections thereof.

(c) Operator acknowledges that Network, Benztown Branding and their licensors shall retain the public performance rights in all music contained within the Service and shall have the rights to collect any performance royalties generated from each Station's identified broadcast of any music within the Service. Each Station 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 such Station to broadcast the music within the Service and for the payment of any public performance music licenses or royalty 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 Service.

TERM

(a) The Initial Term of this Agreement shall be for a period of one (1) year commencing on 4/28/2014 ("Effective Date"), and expiring on 4/26/2015 (the "Initial Term"). The Initial Term and renewal term, 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. Station may terminate this Agreement during the Term effective at any time after the Initial Term upon not less than ninety (90) days prior written notice to the Network. Network shall have the right to terminate this Agreement at any time during the Initial Term or any Renewal Term upon not less than thirty (30) days prior written notice. In the event of termination under this Section, the rights, duties and responsibilities of each party shall continue through the applicable notice period.

(b) This Agreement is binding on both parties when fully executed. This Agreement shall be deemed "fully executed" when it has either been signed by Station and an officer of Network or has been signed by an officer of Network and Station has commenced using the Service.

2. CONSIDERATION

(a) In exchange for the rights licensed by Network to Operator Station(s) WVVE-FM 100.1, Operator agrees to cause the other Operator Station(s) identified in Attachment A to broadcast the total minutes of Network Commercials set forth in Attachment A within the days and day parts set forth in Attachment A (the "Commercial Inventory Stations").

(b) Operator agrees to cause each Commercial Inventory Station to broadcast all Network Commercials which are fed to each Commercial Inventory Station by Network (unless such Station reasonably believes that a commercial is unsuitable for broadcast in its City of License, in which event, such Station shall promptly notify Network, and Station shall broadcast

a substitute commercial provided by Network). Operator agrees to cause each Commercial Inventory Station to broadcast the Network Commercials in their entirety without any deletions or alterations unless authorized in advance in writing by Network.

(c) Network will provide each Commercial Inventory Station Declaration of Clearance and Affidavit of Performance forms to verify the dates and times that the Network Commercials hereunder were broadcast. Operator agrees to cause each Commercial Inventory Station to return the completed forms to Network no later than the deadline date on such forms or ten days after receipt of such forms, whichever is earlier. Operator and the Commercial Inventory Stations are responsible for the strict accuracy of these forms. If a monitoring service audit determines that a Network Commercial was not broadcast at the time indicated in a Commercial Inventory Station's Affidavit of Performance, Network shall have all of the rights as set forth in Section 6 herein. A Commercial Inventory Station's failure to broadcast any Network Commercial and such Station's failure timely to return accurate Declarations of Clearance and Affidavit of Performance forms shall be a material breach of such Operator's obligations under this Agreement.

3. OWNERSHIP AND CONTROL OF STATION; NO VIOLATION

Operator expressly represents and warrants that it has the ability to, and agrees to, cause each Station to undertake and perform all acts necessary for Operator to fulfill Operator's obligations under this Agreement. Operator further agrees not to allow any Station to act in any manner inconsistent with Operator's and such Station's obligations hereunder. Operator further represents that the execution and delivery of this Agreement by Operator and the performance of the transactions contemplated by this Agreement by Operator 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 Operator or any Station is a party or by which Operator or any Station or any of their respective properties may be bound.

4. DISCLAIMERS; LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER NETWORK NOR ITS SUPPLIERS OR LICENSORS MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT FOR THE EXPRESS INDEMNIFICATION OBLIGATIONS OF THE PARTIES SET FORTH IN THIS AGREEMENT OR UPON A SHOWING OF BAD FAITH OR MALFEASANCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, LOST PROFITS, LOSS OF GOODWILL, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THIS AGREEMENT AND LICENSE. THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5. **TERMINATION**

Without limiting any applicable rights and remedies, Network will have the right to terminate this Agreement or suspend Operator's or any Station's rights to the Service, (i) on ten (10) days written notice, upon Station's failure to perform any of its obligations as set forth herein (including, without limitation, Station's failure to satisfy its obligations under Section 3 above) or (ii) immediately upon written notice, in the event that Network's relationship with its licensors with respect to the Service should terminate or expire for any reason or no reason. If Network exercises its right to terminate under Clause (i) in the preceding sentence, Operator and Station shall also become liable for payment of an amount equal to the value of consideration owed by each Station to Network which such Station has not provided prior to termination and would have been required to provide during the remainder of the Term (including, without limitation, the value of any commercial time on each Station which such Station was obligated under this Agreement to provide for Network's Commercials during the Term).

6. **NETWORK MARKS**

Each Station shall use only such names, trademarks, service marks and/or logos of Network ("Network Marks") or Benztown Branding (the "Benztown Branding Marks") as expressly authorized in writing in each and every instance by Network, as applicable. All uses of the Network Marks and the Benztown Branding Marks by each Station hereunder shall inure to Network's or Benztown Branding's benefit. Upon expiration or other termination of this Agreement, each Station shall immediately cease all uses of the Network Marks and the Service, and all other materials associated therewith and shall not thereafter adopt any other mark or other designation confusingly similar to the Network Marks or the Benztown Branding Marks.

7. **INDEMNIFICATION**

(a) Network shall defend, indemnify, and hold Operator and each Station harmless against any liability, damage, loss, cost or expense (including reasonable attorney's fees) arising under any claim or action that results from Network's breach of its warranties or performance of its obligations set forth in this Agreement; provided that Operator and the Stations give Network prompt written notice of any such claim, full control over the defense of such claim and provides reasonable assistance to Network in the defense of such claim except that if there are legal defenses available to Operator and the Stations that are different from or additional to those available to Network that are not satisfactorily raised by Network, Operator and the Stations may, after notifying Network, undertake and conduct the defense or settlement, or both, of such claim, demand or cause of action, select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action at its own expense.

(b) Operator and the Stations shall defend, indemnify, and hold harmless Network and Benztown Branding against any liability, damage, loss, cost or expense (including reasonable attorney's fees) arising under any claim or action that results from any Station's breach of its warranties, unauthorized use of the Service or performance of its obligations set forth in this Agreement; provided that Network gives Operator prompt written notice of any such claim, full control over the defense of such claim and provides reasonable assistance to Operator in the defense of such claim except that if there are legal defenses available to Network that are different from or additional to those available to Operator and the Stations that are not

satisfactorily raised by Operator and the Stations, Network may, after notifying Operator, undertake and conduct the defense or settlement, or both, of such claim, demand or cause of action, select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action at its own expense. Operator acknowledges that all wording, phrases, slogans, logos, signatures or other melodies that differ from the versions provided by Network and Benztown Branding ("Station Materials") through the Service shall be at Operator's and each Station's sole risk and liability and Operator and each Station agrees to indemnify, defend and hold harmless Network and Benztown Branding from all claims, liabilities, costs and expenses arising from or relating to any Station's use of the Station Materials.

8. **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, Operator and the Stations agree to submit to the personal jurisdiction of such courts.

9. **ASSIGNMENT**

Network reserves the right to assign this Agreement to any party. Neither Operator nor any Station may assign or transfer any of the rights or privileges granted to Operator and any Station under this Agreement unless Network shall have first consented in writing. In the event Network refuses to consent to such assignment or transfer, Network shall have the right to terminate this Agreement immediately. Operator 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 Operator'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.

10. **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:
Westwood One, Inc.
13725 Montfort Drive
Dallas, TX 75240
Fax: (972) 991-1512
Attn: SVP, Affiliate Sales

If to Operator:
Magic Broadcasting II LLC
WVVE-FM 100.1
7106 Laird St Ste 102
Panama City Beach, FL 32408-7622

With a copy to:
Westwood One, Inc.
3280 Peachtree Road NW, Suite 2300
Atlanta, GA 30305
Attn: Legal Department

(d) Neither party shall be responsible or incur any liability to the other party whatsoever for interruptions or discontinuance of the Service or performance of other services hereunder due to causes beyond its control, including, but not limited to, a failure of facilities, Act of God, government or court action, or labor dispute.

(e) 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 has no authority to make any representations or warranties of any kind, nor is the representative empowered to execute this Agreement.

(f) 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 ATTACHMENT A AND INTERNET ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

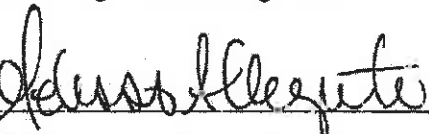
The signatory signing on behalf of Operator below hereby represents and warrants that it has the right and authority to sign on behalf of, and to bind, Operator to this Agreement.

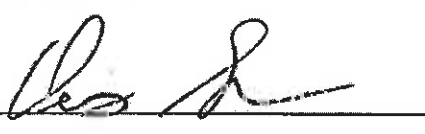
ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

Operator: Magic Broadcasting II LLC

Westwood One, Inc.

By: 

By: 

By: MEUSSA ALLEGRETTO

By: Dennis Green

Title: GM/VP
(Print Name)

Title: SVP, Affiliate Sales & Broadcast Operations

Date: 3/20/14

Date: 4/2/14

Attachment A
to
Multi-Station License Agreement for Benztown Branding
Production Libraries and Radio and Imaging Services

Service Options

This is an Attachment to the Multi-Station License Agreement for Benztown Branding Production Libraries and Radio Imaging Services dated 19 March 2014, effective 4/28/2014 (the "Agreement") between Magic Broadcasting II LLC ("Operator") and Westwood One, Inc. ("Network").

STATIONS LICENSED TO USE THE SERVICE

The following Operator Stations shall have the right and license to use the Services designated below on the terms and conditions set forth in the Agreement and shall be obligated to broadcast Network Commercials as set forth herein.

LICENSED STATION	CITY OF LICENSE	SERVICE	STREAMING URL
WVVE-FM 100.1	Panama City, FL	Voice*, Imaging**, and Speaker Toyz AC Library	http://www.v100pcb.com

*WVVE-FM gets two (2) pages per month dry voiceover from Pat Garrett and one (1) page per month dry voiceover from KJ Bland. Talent to provide voiceover turnaround within forty-eight (48) hours from the time copy is received from Station. Station shall format copy for talent using the following Page Definition: 13-size CAPS font, double-spaced, 1-inch margins (Times, Arial or similar standard font).

**WVVE-FM gets three (3) pages produced imaging from Benztown.

STATIONS OBLIGATED TO BROADCAST NETWORK COMMERCIALS

As consideration for the license granted by Network to Operator for the Operator Station(s) listed above to use the Voiceover Service described above, Operator agrees to cause i) WVVE-FM 100.1 to broadcast two (2) minutes of Network Commercials each day, Monday through Sunday, in fair and equal rotation between the hours of 6am and 7pm, for a total of fourteen (14) minutes of Network Commercials per week, and ii) WYOO-FM 101.1 to broadcast six (6) minutes of Network Commercials each day, Monday through Sunday, in fair and equal rotation between the hours of 6am – 7pm, for a total of forty-two (42) minutes of Network Commercials per week.

Day Monday through Sunday

Time 6am-7pm

And

As consideration for the license granted by Network to Operator for the Operator Station(s) listed above to use the Imaging Service described above, Operator agrees to cause i) WVVE-FM 100.1 to broadcast two (2) minutes of Network Commercials each day, Monday through Sunday, in fair and equal rotation between the hours of 6am and 7pm, for a total of fourteen (14) minutes of Network Commercials per week, and ii) WYOO-FM 101.1 to broadcast seven (7) minutes of Network Commercials each day, Monday through Sunday, in fair and equal rotation between the hours of 6am – 7pm, for a total of forty-nine (49) minutes of Network Commercials per week.

Day Monday through Sunday

Time 6am-7pm

And

As consideration for the license granted by Network to Operator for the Operator Station(s) listed above to use the Library Service described above, Operator agrees to cause i) WVVE-FM 100.1 to broadcast one (1) minute of Network Commercials each day, Monday through Sunday, in fair and equal rotation between the hours of 6am and 7pm, for a total of seven (7) minutes of Network Commercials per week, and ii) WYOO-FM 101.1 to broadcast seven (7) minutes of Network Commercials each day, Monday through Sunday, in fair and equal rotation between the hours of 6am – 7pm, for a total of forty-nine (49) minutes of Network Commercials per week.

Day Monday through Sunday

Time 6am-7pm

For the avoidance of doubt, i) Operator Station WVVE-FM 100.1 shall be obligated to air an aggregate of thirty-five (35) minutes of Network Commercials per week, and ii) Operator Station WYOO-FM 100.1 shall be obligated to air an aggregate of one hundred and forty (140) minutes of Network Commercials per week.

COMMERCIAL INVENTORY STATION	CITY OF LICENSE
WVVE-FM 100.1	Panama City, FL
WYOO-FM 101.1	Springfield, FL

The Network Commercials specified above initially will be assigned by Network for carriage on the air network designated below. Network will have the right to designate any other network for the carriage of the Network Commercial.

<u>Formats</u>	<u>Service</u>	<u>Air Network</u>
Country	Voice	Voice 17FAS
Urban AC	Imaging	Imaging 17FAS
Oidies/Classic Hits	Libraries	Libraries 17FAS
Religious		
Rock	Voice	Voice 17FSS
Classic Rock	Imaging	Imaging 17FSS
Sports	Libraries	Libraries 17FSS
Talk	Voice	Voice 17FMS
News	Imaging	Imaging 17FMS
	Libraries	Libraries 17FMS
CHR	Voice	Voice 17FDS
Urban	Imaging	Imaging 17FDS
AC	Libraries	Libraries 17FDS
HAC		

**Benztown Branding
Production Libraries and Radio and Imaging Services**

Internet Streaming Addendum

Effective 4/28/2014, this Internet Streaming Addendum (the "Internet Addendum") shall supplement the License Agreement for Benztown Branding Production Libraries and Radio Services (the "Agreement") between Westwood One, Inc. ("Network") and Magic Broadcasting II LLC ("Operator") operator of radio station WVVE-FM 100.1 ("Station"). Capitalized terms used herein and not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

1. Subject to the terms and conditions of this Internet Addendum, Network hereby grants to Operator and Operator accepts a limited, non-exclusive, non-transferable license to for each Station to transmit Station programming containing the Service via streaming of each Station's programming via the Internet only through such Station's official website as set forth on Attachment A (the "Designated Website"). The streaming of the Service by each Station shall include only audio delivery of the Station's programming containing the Service contemporaneously with the Station's live over-the-air terrestrial broadcasting of its programming in "real-time" listening simultaneously with the Station's terrestrial radio broadcast of its programming over its licensed broadcast facilities. Each Station may only transmit Station's programming containing the Services if the Station is also transmitting all of the programming then being broadcast on the Station via the Designated Website.

2. Neither the Stations nor Operator shall transmit or distribute or permit any third party to transmit or distribute any part of the Service via or from any other website other than the Designated Website or by any other means other than live streaming of the Station's programming.

3. Operator and the Stations shall not archive any of the elements of the Service or create a database of audio content available at the Designated Website that contains all or any portion of the Service. The rights granted to the Stations do not include the right to stream any element of the Service separate and apart from the Station's other programming or making any element of the Service available for podcasting or in any downloadable form whatsoever, or in any way that permits the Service to be saved or retained on the recipient's computer or other device.

4. Operator and the Stations shall be responsible for removing all Network Commercials contained in each Station's live streaming of its programming and all third party content that is not cleared for streaming over the internet.

5. Operator and the Stations 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. Operator and the Stations shall maintain ASCAP, BMI, and SESAC licenses covering each Station's radio broadcasts and the Station's website.

6. Network disclaims, and Operator and the Stations hereby waive, any and all warranties with respect to the transmission of the Service via the Designated Website. Network shall have no liability, whether in contract, tort or otherwise, and Operator and the Stations hereby waive all claims for any loss, injury, damage or expenses of any kind, arising either directly or indirectly from the transmission of any of the Service or any portion thereof via the Designated Website.

7. Operator and the Stations 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 Service over the Designated Websites and/or the breach of any of the Operator's and/or the Stations' obligations, representations or warranties contained in this Internet Addendum.

8. Network shall have the right to terminate this Internet Addendum, and the rights granted herein, at any time, for any reason, upon written notice to Operator, and in such event, the Stations shall immediately cease any transmission of the Service over the Designated Websites.

9. In the event of a conflict between the terms of this Internet Addendum and the Agreement, the terms of this Internet Addendum shall prevail.