



WALTON STATIONS
Of New Mexico, Inc.

1096 Mechem, Suite 230, Ruidoso, New Mexico 88345
Phone: 575-258-2222
Fax: 575-258-2224
e-mail: kwesradio@kwes.net

DATE: 9/18/14

TO: Lillian Schalk

FAX NO. 212-301-5455

PAGES: 14

SUBJECT: Fox 1 Minute Agreement

MEMO: _____

FROM: Jessica Cadena



FOX NEWS RADIO 1- MINUTE AFFILIATION AGREEMENT

In full consideration for the rights granted hereunder and other good and valuable consideration, receipt of which is hereby acknowledged, this Fox News Radio 1-Minute Affiliation Agreement (the "Agreement") is entered into as of 29th Sept by and between FOX NEWS NETWORK, L.L.C. ("Fox News" or "Network") and Walton Stations licensed by the Federal Communications Commission ("Commission"), Washington, D.C. 20554, to operate Radio Station WVES-FM ("Station"), on a frequency of 93.5 FM located at Prudhoe, N.Y. "Party" or "Parties" as used herein refers to Network and Broadcaster.

1. TERM: The initial term of this Agreement shall begin on Sept 29th and shall continue for two (2) consecutive years through 2016 (the "Initial Term"), unless terminated earlier by either Party as provided in this Agreement. Provided this Agreement has not been terminated pursuant to the previous sentence, this Agreement shall then continue in successive two-year periods (each, a "Renewal Term") unless terminated earlier by either Party as provided in this Agreement. The Initial Term and each Renewal Term (if any) shall be collectively referred to herein as the "Term".
2. TERMINATION: The first 12-month period of the Initial Term shall be considered firm, i.e. neither Party may terminate this Agreement during its first 12-month period except for a material breach which is not cured within ten (10) days after receipt of written notice from the non-breaching Party. Upon the commencement of the 10th month of the Initial Term, either Party may terminate this Agreement for any or no reason on not less than ninety (90) days prior written notice to the other Party, or either Party may terminate this Agreement upon the other's failure to cure any breach of this Agreement within ten (10) days following receipt of written notice of such breach. For the avoidance of doubt, notice of termination for any or no reason, as permitted in this provision, may be given upon the commencement of the 10th month of the Initial Term so as to have termination be effective immediately at the end of the 12th month of the Initial Term. During the last twelve (12) months of the Initial Term and during any Renewal Term, notice of termination for any or no reason may be given at any time on not less than ninety (90) days prior written notice to the other Party.
3. Notwithstanding anything else contained in this Agreement, Network shall have the right to terminate this Agreement effective immediately upon written notice to Broadcaster in the event that Network ceases its production of the Fox News Channel cable television network and/or Fox News Radio and/or the Service (as defined in Section 5 of this Agreement).
4. Notwithstanding anything else contained in this Agreement, Network will have the right to terminate this Agreement effective immediately by giving Broadcaster notice of termination if any one of the following occurs:
 - (i) Broadcaster violates any material provision of this Agreement and said violation by its nature cannot be cured; Termination of this Agreement by Network by reason of any such incurable violation by Broadcaster is without prejudice to any and all other rights and remedies to which Network may be entitled;
 - (ii) Broadcaster fails to carry all of the commercials scheduled during any consecutive two (2)-week period;

- (iii) Station's city of license is changed; or
- (iv) Broadcaster has filed false, inaccurate or incomplete information concerning the broadcast of the Service or commercial material.

5. RIGHTS AND OBLIGATIONS:

A. Fox News shall provide the following to Station on a non-exclusive basis:

- (i) Hourly one-minute newscasts (the "Newscasts") to be fed on a 24/7 basis 15 minutes prior to (:45) and at the top (1:00) of each hour;
- (ii) News actualities and/or reports from Fox News correspondents with sound from the Fox News Channel (collectively the "Actualities"); and
- (iii) Crisis Coverage from the Fox News Channel and Fox News Radio (collectively "Crisis Coverage").
- (iv) The Newscasts, Actualities, and Crisis Coverage may be defined hereinafter collectively as the "Service".

B. Network shall deliver the Service and Broadcaster agrees to accept the Service. Broadcaster shall not broadcast any non-Network announcements during any part or parts of the Service furnished to Broadcaster hereunder. Broadcaster will not delay any of the Newscasts by more than one-half hour.

C. During the Term of this Agreement, Station agrees to air commercials in accordance with the Commercial Schedule, as set forth on Addendum A of this Agreement, which is attached hereto and made part of this Agreement by this reference.

D. In the event Broadcaster fails to broadcast any commercials for any week during the Term, Broadcaster recognizes that such failure will cause Network financial damage the precise amount of which may be impossible to determine. Accordingly, Network shall be entitled as a matter of right, without further notice, to an injunction and other equitable relief. Neither this provision nor the exercise by Network of any of its rights hereunder shall constitute a waiver by Network of any other rights which Network may have to damages or otherwise.

E. The Service is furnished hereunder solely for broadcast on Station as herein provided and for no other purpose whatsoever.

6. THE COMMUNICATIONS ACT:

Broadcaster warrants that neither Broadcaster nor Station, nor to the best of their individual knowledge, information and belief, has any person acting on their respective behalves, accepted or agreed to accept, or paid or agreed to pay, any money, service or any valuable consideration, as defined in Section 508 of the Communications Act of 1934, as amended, for the broadcast of any matter contained in the Service, and Broadcaster and Station further each warrant that neither shall, during the Term hereof as may be extended, accept or agree to accept or pay or agree to pay any money, service or any valuable consideration as defined in Section 508 of the Communications Act of 1934, as amended, for the broadcast of any matter contained in the

Service. It is agreed that a violation by Broadcaster or Station of the provisions of this Section 6 gives Network the right to terminate this Agreement forthwith for cause.

7. STATEMENT OF CONFIDENTIALITY:

- (i) Broadcaster agrees that it will not, without Network's express prior written consent, use any information contained within this Agreement for any purpose, whether for its benefit or the benefit of others.
- (ii) Broadcaster acknowledges that the terms of this Agreement are deemed strictly confidential and Broadcaster agrees that Network may be irreparably injured as a result of any disclosure of the information contained in this Agreement and that Network shall be entitled to equitable relief, including injunctive relief and specific performance together with damages, costs, expenses and reasonable attorney fees in the event of any breach of the provisions of this confidentiality provision by the Broadcaster or any individual obtaining the information contained herein. Such remedies shall not be deemed to be the exclusive remedies for a breach of this undertaking by the Broadcaster, but shall be in addition to all other remedies available to Network at law or in equity.

8. **PRESS STATEMENTS:** Neither Broadcaster nor Station nor any of their agents, representatives, or designees shall issue any statements or grant any interviews concerning the Service and/or Broadcaster or Station's services hereunder without Network's prior written approval in each instance.
9. **PROOF OF PERFORMANCE:** Broadcaster agrees to complete "Affidavits of Performance" reports as required by Network or its designee and to return same to Network or its designee in a timely fashion. Broadcaster acknowledges that the failure to return the fully completed Affidavits of Performance on a timely basis shall be considered a material breach of this Agreement. Broadcaster further acknowledges that Network in its sole discretion may immediately terminate this Agreement upon determination that any Affidavit of Performance report was falsified or incorrect. Further, from time to time during the Term, Network or its designee may request reports from Broadcaster on what part or parts of the Service Broadcaster used on the air and how such part or parts were scheduled by Broadcaster.
10. **STATION LICENSEES AND FACILITIES:** Broadcaster shall maintain for Station such licenses as are necessary for the broadcast of the Service. Broadcaster shall give Network prompt written notice of any change in status concerning Broadcaster's decision to change transmitter location, power, frequency, hours of program, and/or format of Station. If Station or Broadcaster changes ownership at any time, Broadcaster shall require the purchaser to continue performing all of Broadcaster's obligations as set forth in this Agreement during the Term, and to give Network written confirmation to this effect within fifteen (15) days after the change of ownership becomes effective. Notwithstanding the foregoing, upon such notification by Broadcaster of purchase of Station, Network shall have the right to terminate this Agreement by giving Broadcaster written notice of said termination within 30 days of Broadcaster's notice to Network of said purchase of Station.

11. **ASSIGNMENT:** Broadcaster may assign this Agreement during the Term, provided Broadcaster ensures that the assignee assumes in writing all of the Broadcaster's duties and obligations hereunder. This Agreement shall inure to the benefit of Network's successors, assignees, and Affiliates, and Network and any subsequent assignee may freely assign this Agreement, in whole or in part, to any party, provided that such party assumes and agrees in writing to keep and perform all of the executory obligations of Network hereunder. As used in this Agreement, the term "Affiliate" shall mean any company controlling, controlled by or under common control with Network.
12. **LICENSES AND RIGHTS:** Broadcaster is solely responsible for payment of any required public performance license fees or royalties, including but not limited to payments to ASCAP, BMI, and SESAC. Broadcaster agrees to and does hereby indemnify Network against all claims, costs, and expenses incurred by Network as a result of Broadcaster's failure to keep such music license(s) in effect, or to make the requisite payments therefore. Broadcaster will not authorize, cause, permit or enable anything to be done whereby the Service or any portion thereof may be recorded, duplicated, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by Station as specifically provided in this Agreement.
13. **SERVICE OWNERSHIP AND RE-BROADCAST RIGHTS:** Broadcaster acknowledges that all rights, title and interest in and to the Service are and shall at all times remain the sole and exclusive property of Network. Broadcaster shall not, without Network's prior written authorization, copy, duplicate, rebroadcast or reproduce the Service for any purpose whatsoever.
14. **PROMOTION:** During the Term of this Agreement, Network shall have the right to use the name of Broadcaster, Station's call letters, and the names and/or pictures of Station personnel or any of Broadcaster's officers in connection with promotion of the Service by Network. Broadcaster shall be allowed to use the Fox News Radio logo in promotion of the Service provided Broadcaster has obtained Network's prior written approval in each instance.
15. **INDEMNITY:** Broadcaster and Network each agree to indemnify and hold the other harmless, including each of their respective officers, directors, agents, and employees from and against any and all suits, claims, liabilities, damages, costs, attorneys' fees, and/or expenses arising from any material breach of the representations, warranties and agreements contained in this Agreement by either Party, or by either Party's officers, directors, agents, employees, contractors or subcontractors in connection with the transactions contemplated by this Agreement.
16. **SURVIVABILITY:** Notwithstanding anything to the contrary contained herein, the provisions contained in the paragraphs titled "SERVICE OWNERSHIP AND RE-BROADCAST RIGHTS", "STATEMENT OF CONFIDENTIALITY", "INDEMNITY", and this "SURVIVABILITY" paragraph shall survive any expiration or termination of this Agreement.
17. **FORCE MAJEURE:** Neither Network nor Broadcaster shall incur any liability hereunder if the performance of either Party is prevented, interfered with or omitted because of an act of God, failure of facilities, fire, lockout, strike (provided such lockout or strike is not caused by the employees of the Party attempting to invoke the protection of this provision), enactment of government authority, terrorism, riot or any similar or different cause beyond the control of the Party so failing to perform.

18. **GOVERNING LAW AND JURISDICTION:** This Agreement and all collateral matters relating thereto shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements fully made and to be performed therein, irrespective of the place of actual execution and/or performance of the Parties hereto, and without regard to conflict of laws principles. Each Party consents to and agrees that each Party is subject to the exclusive jurisdiction of the state and federal courts of the City of New York, State of New York with respect to any actions for enforcement of or breach of this Agreement.

19. **COPYRIGHT, TRADEMARK AND SERVICE MARK LIMITATIONS:**

- (i) The copyright, trademarks, and all other rights in all material supplied by Network, including, without limitation, the Service, shall remain at all times the sole property of Network. Broadcaster and Station shall each be obligated to comply with all copyright, trademark and other laws in its own jurisdiction necessary to protect Network's copyright and all of its other rights in the material, including the Service. The foregoing shall not limit Network's rights and/or remedies with regard to Broadcaster's unauthorized use of any of Network's proprietary interests, including without limitation, the Service, or of its trademarks, copyrights or service marks.
- (ii) Use of the Service by Broadcaster and Station is for radio broadcast only (and for streaming such radio broadcast live via the Internet solely over Broadcaster and/or Station's website). Broadcaster acknowledges that it has no right to broadcast or otherwise transmit the Service or any part or parts thereof by any means other than radio and Internet broadcast as referenced above, and Broadcaster agrees that any unauthorized use or transmission of the Service or any part or parts thereof, including but not limited to transmission through the Internet (other than as referenced above), will be deemed a material breach of this Agreement and an infringement on Network's proprietary rights in the Service. In the event of such an unauthorized transmission or broadcast of the Service or any part or parts thereof, Network shall be entitled to all remedies, legal and/or equitable, against Broadcaster and/or Station.

20. **NOTICES:** With the exception of routine communication between the Parties, each notice, consent, approval or request required to be given hereunder must be sent by certified mail (return receipt requested), overnight courier service, or facsimile transmission addressed to the Party to whom notice is given, at the addresses set forth below. Notice shall be deemed given upon receipt:

NOTICES to Network:

Doug Murphy
Vice President/General Manager
Fox News Radio
1211 Avenue of the Americas, 18th Floor
New York, New York 10036
Facsimile: 212-301-5455
With copy to Legal Department
At same address and at facsimile number:
212-301-5785

NOTICES to Broadcaster:

21. **ENTIRE AGREEMENT:** This Agreement and the attached Addendum A supersedes any and all other undertakings or agreements between the Parties with respect to the subject matter hereof, whether written or oral, and contains the entire understanding of the Parties. There are

no representations, promises, warranties, covenants, undertakings or understandings with respect to the subject matter contained herein except as expressly set forth herein. This Agreement does not conflict or interfere with any other agreements to which Broadcaster or Station is or may be a party, whether written or oral. This Agreement cannot be changed except by a written instrument signed by both Parties. This Agreement may be signed in counterparts. A signed facsimile copy of this Agreement shall be considered legally binding for all purposes.

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

BROADCASTER:

NETWORK:

FOX NEWS NETWORK, L.L.C.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM A

Commercial Schedule*

8 minutes per day (7 days/week) as follows:

2 minutes per day 6 a.m. through 10 a.m.

2 minutes per day 10 a.m. through 3 p.m.

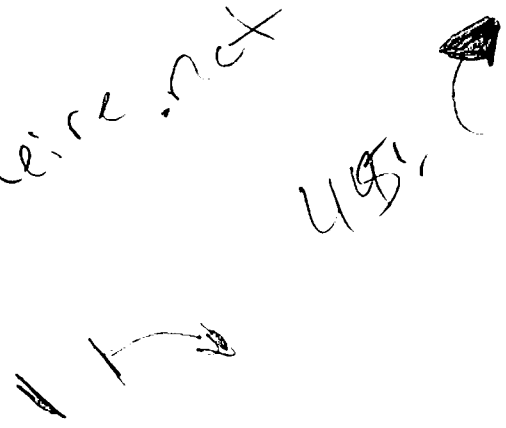
2 minutes per day 3 p.m. through 7 p.m.

2 minutes per day 7 p.m. through 12 midnight

- a. Monday through Friday spots air Monday through Friday.
- b. Saturday spots air on Saturday.
- c. Sunday spots air on Sunday.

*All times on this Addendum A reflect the local times of Broadcaster.

*Remainder not
495.1*

Handwritten scribbles and arrows, including a large 'X' and a curved arrow pointing right.



FOX NEWS RADIO 1- MINUTE AFFILIATION AGREEMENT

In full consideration for the rights granted hereunder and other good and valuable consideration, receipt of which is hereby acknowledged, this Fox News Radio 1-Minute Affiliation Agreement (the "Agreement") is entered into as of 29th Sept by and between FOX NEWS NETWORK, L.L.C. ("Fox News" or "Network") and Walter Stations, licensed by the Federal Communications Commission ("Commission"), Washington, D.C. 20554, to operate Radio Station KRUV ("Station"), on a frequency of 105.9/1360 located at Ruidoso NM "Party" or "Parties" as used herein refers to Network and Broadcaster.

1. TERM: The initial term of this Agreement shall begin on Sep 29th and shall continue for two (2) consecutive years through 2016 (the "Initial Term"), unless terminated earlier by either Party as provided in this Agreement. Provided this Agreement has not been terminated pursuant to the previous sentence, this Agreement shall then continue in successive two-year periods (each, a "Renewal Term") unless terminated earlier by either Party as provided in this Agreement. The Initial Term and each Renewal Term (if any) shall be collectively referred to herein as the "Term".
2. TERMINATION: The first 12-month period of the Initial Term shall be considered firm, i.e. neither Party may terminate this Agreement during its first 12-month period except for a material breach which is not cured within ten (10) days after receipt of written notice from the non-breaching Party. Upon the commencement of the 10th month of the Initial Term, either Party may terminate this Agreement for any or no reason on not less than ninety (90) days prior written notice to the other Party, or either Party may terminate this Agreement upon the other's failure to cure any breach of this Agreement within ten (10) days following receipt of written notice of such breach. For the avoidance of doubt, notice of termination for any or no reason, as permitted in this provision, may be given upon the commencement of the 10th month of the Initial Term so as to have termination be effective immediately at the end of the 12th month of the Initial Term. During the last twelve (12) months of the Initial Term and during any Renewal Term, notice of termination for any or no reason may be given at any time on not less than ninety (90) days prior written notice to the other Party.
3. Notwithstanding anything else contained in this Agreement, Network shall have the right to terminate this Agreement effective immediately upon written notice to Broadcaster in the event that Network ceases its production of the Fox News Channel cable television network and/or Fox News Radio and/or the Service (as defined in Section 5 of this Agreement).
4. Notwithstanding anything else contained in this Agreement, Network will have the right to terminate this Agreement effective immediately by giving Broadcaster notice of termination if any one of the following occurs:
 - (i) Broadcaster violates any material provision of this Agreement and said violation by its nature cannot be cured; Termination of this Agreement by Network by reason of any such incurable violation by Broadcaster is without prejudice to any and all other rights and remedies to which Network may be entitled;
 - (ii) Broadcaster fails to carry all of the commercials scheduled during any consecutive two (2)-week period;

- (iii) Station's city of license is changed; or
- (iv) Broadcaster has filed false, inaccurate or incomplete information concerning the broadcast of the Service or commercial material.

5. RIGHTS AND OBLIGATIONS:

A. Fox News shall provide the following to Station on a non-exclusive basis:

- (i) Hourly one-minute newscasts (the "Newscasts") to be fed on a 24/7 basis 15 minutes prior to (:45) and at the top (1:00) of each hour;
- (ii) News actualities and/or reports from Fox News correspondents with sound from the Fox News Channel (collectively the "Actualities"); and
- (iii) Crisis Coverage from the Fox News Channel and Fox News Radio (collectively "Crisis Coverage").
- (iv) The Newscasts, Actualities, and Crisis Coverage may be defined hereinafter collectively as the "Service".

B. Network shall deliver the Service and Broadcaster agrees to accept the Service. Broadcaster shall not broadcast any non-Network announcements during any part or parts of the Service furnished to Broadcaster hereunder. Broadcaster will not delay any of the Newscasts by more than one-half hour.

C. During the Term of this Agreement, Station agrees to air commercials in accordance with the Commercial Schedule, as set forth on Addendum A of this Agreement, which is attached hereto and made part of this Agreement by this reference.

D. In the event Broadcaster fails to broadcast any commercials for any week during the Term, Broadcaster recognizes that such failure will cause Network financial damage the precise amount of which may be impossible to determine. Accordingly, Network shall be entitled as a matter of right, without further notice, to an injunction and other equitable relief. Neither this provision nor the exercise by Network of any of its rights hereunder shall constitute a waiver by Network of any other rights which Network may have to damages or otherwise.

E. The Service is furnished hereunder solely for broadcast on Station as herein provided and for no other purpose whatsoever.

6. THE COMMUNICATIONS ACT:

Broadcaster warrants that neither Broadcaster nor Station, nor to the best of their individual knowledge, information and belief, has any person acting on their respective behalves, accepted or agreed to accept, or paid or agreed to pay, any money, service or any valuable consideration, as defined in Section 508 of the Communications Act of 1934, as amended, for the broadcast of any matter contained in the Service, and Broadcaster and Station further each warrant that neither shall, during the Term hereof as may be extended, accept or agree to accept or pay or agree to pay any money, service or any valuable consideration as defined in Section 508 of the Communications Act of 1934, as amended, for the broadcast of any matter contained in the

Service. It is agreed that a violation by Broadcaster or Station of the provisions of this Section 6 gives Network the right to terminate this Agreement forthwith for cause.

7. STATEMENT OF CONFIDENTIALITY:

- (i) Broadcaster agrees that it will not, without Network's express prior written consent, use any information contained within this Agreement for any purpose, whether for its benefit or the benefit of others.
- (ii) Broadcaster acknowledges that the terms of this Agreement are deemed strictly confidential and Broadcaster agrees that Network may be irreparably injured as a result of any disclosure of the information contained in this Agreement and that Network shall be entitled to equitable relief, including injunctive relief and specific performance together with damages, costs, expenses and reasonable attorney fees in the event of any breach of the provisions of this confidentiality provision by the Broadcaster or any individual obtaining the information contained herein. Such remedies shall not be deemed to be the exclusive remedies for a breach of this undertaking by the Broadcaster, but shall be in addition to all other remedies available to Network at law or in equity.

8. PRESS STATEMENTS: Neither Broadcaster nor Station nor any of their agents, representatives, or designees shall issue any statements or grant any interviews concerning the Service and/or Broadcaster or Station's services hereunder without Network's prior written approval in each instance.

9. PROOF OF PERFORMANCE: Broadcaster agrees to complete "Affidavits of Performance" reports as required by Network or its designee and to return same to Network or its designee in a timely fashion. Broadcaster acknowledges that the failure to return the fully completed Affidavits of Performance on a timely basis shall be considered a material breach of this Agreement. Broadcaster further acknowledges that Network in its sole discretion may immediately terminate this Agreement upon determination that any Affidavit of Performance report was falsified or incorrect. Further, from time to time during the Term, Network or its designee may request reports from Broadcaster on what part or parts of the Service Broadcaster used on the air and how such part or parts were scheduled by Broadcaster.

10. STATION LICENSEES AND FACILITIES: Broadcaster shall maintain for Station such licenses as are necessary for the broadcast of the Service. Broadcaster shall give Network prompt written notice of any change in status concerning Broadcaster's decision to change transmitter location, power, frequency, hours of program, and/or format of Station. If Station or Broadcaster changes ownership at any time, Broadcaster shall require the purchaser to continue performing all of Broadcaster's obligations as set forth in this Agreement during the Term, and to give Network written confirmation to this effect within fifteen (15) days after the change of ownership becomes effective. Notwithstanding the foregoing, upon such notification by Broadcaster of purchase of Station, Network shall have the right to terminate this Agreement by giving Broadcaster written notice of said termination within 30 days of Broadcaster's notice to Network of said purchase of Station.

11. **ASSIGNMENT:** Broadcaster may assign this Agreement during the Term, provided Broadcaster ensures that the assignee assumes in writing all of the Broadcaster's duties and obligations hereunder. This Agreement shall inure to the benefit of Network's successors, assignees, and Affiliates, and Network and any subsequent assignee may freely assign this Agreement, in whole or in part, to any party, provided that such party assumes and agrees in writing to keep and perform all of the executory obligations of Network hereunder. As used in this Agreement, the term "Affiliate" shall mean any company controlling, controlled by or under common control with Network.
12. **LICENSES AND RIGHTS:** Broadcaster is solely responsible for payment of any required public performance license fees or royalties, including but not limited to payments to ASCAP, BMI, and SESAC. Broadcaster agrees to and does hereby indemnify Network against all claims, costs, and expenses incurred by Network as a result of Broadcaster's failure to keep such music license(s) in effect, or to make the requisite payments therefore. Broadcaster will not authorize, cause, permit or enable anything to be done whereby the Service or any portion thereof may be recorded, duplicated, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by Station as specifically provided in this Agreement.
13. **SERVICE OWNERSHIP AND RE-BROADCAST RIGHTS:** Broadcaster acknowledges that all rights, title and interest in and to the Service are and shall at all times remain the sole and exclusive property of Network. Broadcaster shall not, without Network's prior written authorization, copy, duplicate, rebroadcast or reproduce the Service for any purpose whatsoever.
14. **PROMOTION:** During the Term of this Agreement, Network shall have the right to use the name of Broadcaster, Station's call letters, and the names and/or pictures of Station personnel or any of Broadcaster's officers in connection with promotion of the Service by Network. Broadcaster shall be allowed to use the Fox News Radio logo in promotion of the Service provided Broadcaster has obtained Network's prior written approval in each instance.
15. **INDEMNITY:** Broadcaster and Network each agree to indemnify and hold the other harmless, including each of their respective officers, directors, agents, and employees from and against any and all suits, claims, liabilities, damages, costs, attorneys' fees, and/or expenses arising from any material breach of the representations, warranties and agreements contained in this Agreement by either Party, or by either Party's officers, directors, agents, employees, contractors or subcontractors in connection with the transactions contemplated by this Agreement.
16. **SURVIVABILITY:** Notwithstanding anything to the contrary contained herein, the provisions contained in the paragraphs titled "SERVICE OWNERSHIP AND RE-BROADCAST RIGHTS", "STATEMENT OF CONFIDENTIALITY", "INDEMNITY", and this "SURVIVABILITY" paragraph shall survive any expiration or termination of this Agreement.
17. **FORCE MAJEURE:** Neither Network nor Broadcaster shall incur any liability hereunder if the performance of either Party is prevented, interfered with or omitted because of an act of God, failure of facilities, fire, lockout, strike (provided such lockout or strike is not caused by the employees of the Party attempting to invoke the protection of this provision), enactment of government authority, terrorism, riot or any similar or different cause beyond the control of the Party so failing to perform.

18. **GOVERNING LAW AND JURISDICTION:** This Agreement and all collateral matters relating thereto shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements fully made and to be performed therein, irrespective of the place of actual execution and/or performance of the Parties hereto, and without regard to conflict of laws principles. Each Party consents to and agrees that each Party is subject to the exclusive jurisdiction of the state and federal courts of the City of New York, State of New York with respect to any actions for enforcement of or breach of this Agreement.

19. **COPYRIGHT, TRADEMARK AND SERVICE MARK LIMITATIONS:**

- (i) The copyright, trademarks, and all other rights in all material supplied by Network, including, without limitation, the Service, shall remain at all times the sole property of Network. Broadcaster and Station shall each be obligated to comply with all copyright, trademark and other laws in its own jurisdiction necessary to protect Network's copyright and all of its other rights in the material, including the Service. The foregoing shall not limit Network's rights and/or remedies with regard to Broadcaster's unauthorized use of any of Network's proprietary interests, including without limitation, the Service, or of its trademarks, copyrights or service marks.
- (ii) Use of the Service by Broadcaster and Station is for radio broadcast only (and for streaming such radio broadcast live via the Internet solely over Broadcaster and/or Station's website). Broadcaster acknowledges that it has no right to broadcast or otherwise transmit the Service or any part or parts thereof by any means other than radio and Internet broadcast as referenced above, and Broadcaster agrees that any unauthorized use or transmission of the Service or any part or parts thereof, including but not limited to transmission through the Internet (other than as referenced above), will be deemed a material breach of this Agreement and an infringement on Network's proprietary rights in the Service. In the event of such an unauthorized transmission or broadcast of the Service or any part or parts thereof, Network shall be entitled to all remedies, legal and/or equitable, against Broadcaster and/or Station.

20. **NOTICES:** With the exception of routine communication between the Parties, each notice, consent, approval or request required to be given hereunder must be sent by certified mail (return receipt requested), overnight courier service, or facsimile transmission addressed to the Party to whom notice is given, at the addresses set forth below. Notice shall be deemed given upon receipt:

NOTICES to Network:

Doug Murphy
Vice President/General Manager
Fox News Radio
1211 Avenue of the Americas, 18th Floor
New York, New York 10036
Facsimile: 212-301-5455
With copy to Legal Department
At same address and at facsimile number:
212-301-5785

NOTICES to Broadcaster:

21. **ENTIRE AGREEMENT:** This Agreement and the attached Addendum A supersedes any and all other undertakings or agreements between the Parties with respect to the subject matter hereof, whether written or oral, and contains the entire understanding of the Parties. There are

no representations, promises, warranties, covenants, undertakings or understandings with respect to the subject matter contained herein except as expressly set forth herein. This Agreement does not conflict or interfere with any other agreements to which Broadcaster or Station is or may be a party, whether written or oral. This Agreement cannot be changed except by a written instrument signed by both Parties. This Agreement may be signed in counterparts. A signed facsimile copy of this Agreement shall be considered legally binding for all purposes.

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

BROADCASTER:

Walton Stations

By: Stephen B Hall

Title: Gen. Manager

Date: 9/18/14

NETWORK:

FOX NEWS NETWORK, L.L.C.

By: _____

Title: _____

Date: _____

ADDENDUM A

Commercial Schedule*

8 minutes per day (7 days/week) as follows:

2 minutes per day 6 a.m. through 10 a.m.

2 minutes per day 10 a.m. through 3 p.m.

2 minutes per day 3 p.m. through 7 p.m.

2 minutes per day 7 p.m. through 12 midnight

- a. Monday through Friday spots air Monday through Friday.
- b. Saturday spots air on Saturday.
- c. Sunday spots air on Sunday.

*All times on this Addendum A reflect the local times of Broadcaster.

Sign: Stephen B Hall