



**CINCINNATI REDS
2021-2022 REDS RADIO NETWORK AFFILIATE AGREEMENT**

THIS REDS RADIO NETWORK AFFILIATE AGREEMENT is made and shall be effective as of November 1, 2020 (the "Effective Date") by and between **The Cincinnati Reds LLC**, a Delaware limited liability company (the "Club"), and the licensee set forth on the signature page below ("Affiliate").

RECITALS:

A. The Club is the owner of the Major League Baseball Club known and referred to herein as the "Cincinnati Reds".

B. The Club is the owner of the Game broadcasts, Pre-Game Shows, Post-Game Shows and the "Reds Hot Stove League" which are broadcast on the Network.

C. The Club and Affiliate desire to enter into this Agreement providing for the designation of Affiliate as an affiliate member of the Network.

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

**ARTICLE 1
DEFINITIONS**

1.1. **Definitions.** Capitalized terms used herein shall have the meaning set forth in Addendum I, which is attached hereto and incorporated herein by this reference.

**ARTICLE 2
TERM**

2.1. **Term.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence as of the Effective Date and shall terminate upon the conclusion of the 2022 Season (the "Term").

**ARTICLE 3
RADIO BROADCAST RIGHTS**

3.1. **Grant of Radio Broadcast Rights.** Subject to the terms and conditions set forth herein, the Club hereby grants to Affiliate, and Affiliate hereby accepts, the right and obligation during the Term to broadcast live and in its entirety over the facilities of the Affiliate the Network Feed as provided herein, and the Club agrees that it will not during the Term, other than as provided herein, authorize or consent to the radio broadcast of play-by-play descriptions or re-enactment of the Game, prior to the conclusion of such Game, by any other station whose signal originates within the Affiliate Market. Except as expressly limited herein, the Club shall retain and hereby expressly reserves, and may fully exploit, all rights of every kind whatsoever to the Games.

3.2. **Game Broadcasts.**

3.2.1. Affiliate agrees to and shall broadcast live on the Affiliate the Network Feed for (a) each Pre-Season Game and (b) each of the Regular Season Games reflected on Exhibit A attached hereto, and (c) all Post-Season Games which the Club is able to offer for "local" radio broadcast under the then-prevailing rules of the Office of the Commissioner, MLB Entities and MLB.

3.2.2. Affiliate shall be excused for failure to carry Broadcasts live (a) if Affiliate has obtained the prior written counsel of the Reds, including those Games set forth on Exhibit A, (b) if the programming is not received or broadcast by Affiliate due to technical failure, labor disputes, Act of God, or other circumstances beyond the reasonable control of Affiliate (in which event Affiliate will notify the Club immediately by telephone of any such failure to receive Broadcasts); and (c) if preempted by Affiliate to permit Affiliate to broadcast another non-commercial program of greater local, national or international importance.

3.2.3. If Affiliate preempts any Game broadcast resulting in missed Network Sponsor commercial spots, Affiliate agrees to air such spots as soon as practicable after the date of such preempted broadcast at similar time of day.

3.3. **Reds Radio Network.** Affiliate shall identify all broadcasts as "The Cincinnati Reds Radio Network," "Reds on Radio" or such other identifying term as the Club may request.

3.4. **Additional Programming.** During the Term, the Club anticipates various Cincinnati Reds-related programming to be produced by the Club or Flagship Affiliate, including, without limitation, "The Reds Hot Stove League". If Affiliate fails to notify the Club in writing of its Agreement to carry such programming within thirty days following the offering to Affiliate of such programming, the Club may offer such programming to one or more other radio stations within Affiliate Market.

ARTICLE 4 SPONSORS

4.1. **Formats; Network Advertiser Exclusivity; Reporting.** During the Club's affiliate-wide meetings, the Club will provide to Affiliate formats for the Game broadcasts for the Year setting forth, among other things, Network commercial positions and "local" commercial positions, together with a list of exclusive Network Sponsors or advertising categories which must be protected by Affiliate in its broadcasts of the Games. The Affiliate agrees that (a) it will carry as part of its broadcast of the Network Feed for all Games all Network commercial positions included in the Network Feed; (b) should it for any reason pre-empt all or any part of its broadcast of the Network Feed of any Game, it will "make good" as promptly as possible at a similar time during the day any and all Network Sponsor's commercials not aired by it as a result of such pre-emption; (c) it shall not authorize or permit any commercial advertising during the "local" commercial positions on any Game broadcast, or the commercial adjacent thereto, which advertises or mentions any competitive products to the exclusive Network Sponsors, which categories shall, in all events, be exclusive to "Network" commercial positions and (d) upon the written request of the Club, Affiliate will make available complete affidavit reporting forms provided by the Club evidencing the broadcast by Affiliate of all Network Sponsor commercials

on the Network Feed or, in the event of a pre-emption as described in clause (b) above, the broadcast of the "make good" of Network commercials.

4.2. **"Local" Advertising Sales; Reporting.** Subject to the provisions of Section 4, Affiliate may sell commercial advertising for the "local" commercial positions in each Game, to be distributed as follows: (a) no less than seven (7) minutes of commercial advertising during the period from sign-on for the Pre-Game Show for such Game until the first pitch of such Game; (b) no less than fifteen (15) minutes and 45 seconds of commercial advertising during the period from the first pitch of such Game until the final out of such Game; and (c) no less than eight (8) minutes and 45 seconds of commercial advertising during the period from the final out of such Game until sign-off for the Post-Game Show for such Game. Subject to the provisions of Section 6.1 regarding exclusive Network Sponsor advertising categories and of this Section 4.2, such commercial advertising may be sold to any such Sponsor selected by Affiliate, and Affiliate shall be entitled to all advertising revenue from such sales.

4.3. **Advertising Restrictions.** Affiliate recognizes that the Club, in connection with the promotion of MLB, may object to a Sponsor, and, upon such objection, the parties agree to negotiate in good faith the appropriateness of a given Sponsor or Sponsors. Affiliate shall not in any event authorize or permit commercials on behalf of persons who operate gambling enterprises (e.g., off-track betting, casinos and race tracks with pari-mutual betting) or permit products or services to be advertised during Games or the commercial adjacencies thereto, if such commercials or advertisements are impermissible according to the applicable rules and policies of MLB and/or the Commissioner's Office. Affiliate will further refrain from authorizing or permitting advertising on behalf of "900 number" or similar internet and/or telephone services where such services are gambling related or of a prurient sexual nature. Affiliate may not sell any "local" advertising as "exclusive" to any category or product type without the expressed written permission of the Club. Affiliate will provide Club monthly network advertising affidavits in the form prescribed by the Club.

4.4. **In-Season Promotional Announcements.** So long as the Club provides Affiliate the promotional content, Affiliate shall run a minimum of two (2) thirty second promotional announcements between the hours of 5:00 a.m. and 11:00 p.m. daily during the Regular Season and, if applicable, the Post-Season promoting the Club and Club activities. The Network shall provide the Affiliate with a recorded promo or copy for these spots.

4.5. **Network Advertising Sales.** Subject to the provisions of Sections 4.1 and 4.2, the Club may sell commercial advertising for the Network Sponsor commercial positions in each Game, to be distributed as follows: (a) a minimum of six (6) minutes and 30 seconds of commercial advertising during the period from sign-on for the Pre-Game Show for such Game until the first pitch of such Game; (b) a minimum of seventeen (17) minutes of commercial advertising during the period from the first pitch of such Game until the final out of such Game; and (c) a minimum of three (3) minutes of commercial advertising during the period from the final

out of such Game until sign-off for the Post-Game Show for such Game. The Club shall be entitled to all advertising revenue generated from all Network Sponsor sales.

ARTICLE 5 USE OF CLUB MARKS AND REDS RADIO MARKS

5.1. **License of Club Marks.** The Club hereby grants Affiliate a limited, non-exclusive, non-transferable, non-sub-licensable, royalty-free (except for applicable MLB-required royalties, if any) license and right to use the Club Marks and Reds Radio Marks solely and exclusively during the Term and for the purpose of promoting the Affiliate's broadcast of the Club and/or the Network. The Affiliate's use of the Club Marks and Reds Radio Marks will be subject to the terms and conditions set forth in this Agreement, including, without limitation, the restrictions set forth in the Standard Terms and Conditions attached hereto and incorporated herein as Addendum II.

ARTICLE 6 PRODUCTION MATTERS

6.1. **Broadcasts.** The Affiliate shall receive the Flagship Affiliate's broadcast signal for all Games and shall re-transmit such broadcast signal "live" without deletion, alteration, editing or amendment and to include, without limitation, all copyright notices and all transmission of the Flagship Affiliate's broadcast signal from the designated pick up at Affiliate's sole expense. In this regard, Affiliate shall maintain suitable transmission facilities, and shall comply with all applicable local, state, and federal laws, rules and regulations as well as the rules of MLB. The Affiliate shall not authorize any entity (including, without limitation, any cable system, multi-channel video programming distributor, on-line service, Affiliate's own web site or any computer network) to retransmit any broadcast without express written consent of the Club, which may be withheld in the Club's sole discretion.

ARTICLE 7 PROMOTIONAL MATTERS

7.1. **Community Involvement and General Promotion.** Throughout the Term, Affiliate will support community and charity-related programs of the Club through the airing on the Affiliate of public service announcements featuring such programs and the Club's involvement therein. Further, throughout the Term, the Club and Affiliate will seek to identify and develop appropriate joint promotional and marketing campaigns promoting the Affiliate and the Club within the communities which they serve.

ARTICLE 8 COPYRIGHT

8.1 **Copyright Ownership.** Notwithstanding any other provision of this Agreement, the Club alone shall, both during and following the Term hereof, own all worldwide copyright and other rights, title and interests in (i) the Games, (ii) the broadcasts of such Games hereunder (including, without limitation, excerpts thereof), all feeds recorded in connection with the

production of such broadcasts, and all other accounts and descriptions of, and other information concerning, such Games, and (iii) any and all audio elements recorded by Affiliate in a Major League Baseball venue (e.g., ballpark, spring training facility, etc.) in conjunction with the coverage of the Games by Affiliate, the Game broadcasts, any pre-game or post-game broadcasts and any other baseball activities or events broadcast hereunder (such broadcasts, excerpts, feeds, accounts, descriptions, elements and other information that are created, produced, distributed or recorded hereunder are collectively referred to herein as the “Works”).

Without limiting the generality of the foregoing, the Club shall own (x) all rights under the U.S Copyright Act and Communications Act, the Canadian Copyright Act, state law, and copyright and other laws of other jurisdictions, now or hereafter in effect, with respect to the Games and the Works and (y) the right to receive all royalties or any other amounts paid under copyright or other laws of the United States, Canada and other jurisdictions with respect to the retransmission of the Works.

The parties acknowledge and agree that each of the Works shall constitute a “work made for hire” for the Club specially ordered or commissioned under 17 U.S.C. §101 and, therefore, that the right of termination provided by 17 U.S.C. § 203 shall not apply with respect to any of the Works. If any such Work is not deemed to be a “work made for hire” for the Club, Affiliate’s copyright rights, if any, in such Work shall be deemed exclusively and irrevocably assigned to the Club as of the date hereof by this Agreement. Affiliate agrees to take, at the expense of the Club, any and all such other actions reasonably determined appropriate by the Club in furtherance of such assignment. To the extent Affiliate produces, or arranges for the production of, the broadcast of any Work hereunder, Affiliate shall require all producers, directors and on-air talent for such Work to execute a written agreement (i) acknowledging that their contributions to such Work shall constitute a “work made for hire” and that the right of termination provided by 17 U.S.C. § 203 shall not apply with respect to such contributions to such Work and (ii) assigning their rights, title and interests, if any, in such Work to Affiliate if such contribution is not a “work made for hire.” Affiliate shall obtain perpetual, worldwide, transferable clearances with respect to all production elements included within the Works by Affiliate, including, without limitation, talent and other content and any and all rights in connection with the master recordings and compositions for any non-commercial music embodied in the Works for the purposes of allowing the Club to exercise its rights herein, including, without limitation, its rights to use and reuse or to assign, license, sell or otherwise exploit the Works as provided in this Agreement; provided, however, that Affiliate shall not be required to obtain such clearances with respect to advertising during commercial breaks and commercial music embodied in the Works, and the elements of each Game (except for Affiliate sponsors/advertisers). Notwithstanding the preceding sentence, Affiliate shall not be required to obtain any licenses or consents from any applicable performance rights organization in connection with the public performance of any music embodied in the Works; provided that Affiliate has provided the Club with music cue sheets in connection with any such Work evincing any music embodied herein and the corresponding master rights holder, publisher, and performance rights organization information.

Affiliate hereby grants the Club a worldwide, perpetual, irrevocable, non-exclusive, transferable, assignable and royalty-free license, without further compensation (which license shall survive expiration or termination of this Agreement) to use by any means (including to distribute or arrange for distribution through a third party) via any medium any names, logos, titles, depictions or other proprietary material owned by Affiliate) to the extent that Affiliate has included such elements in

any Work hereunder and such license is necessary to enable the Club to exercise the rights expressly reserved to the Club pursuant to this Agreement.

During and following the term hereof, the Club has the exclusive, unrestricted and unencumbered right, to use and reuse or to assign, license, sell or otherwise exploit, worldwide, in whatever medium and for whatever purpose it chooses, the copyright and other rights, title and interests in the Games and the Works. Without limiting the generality of the foregoing, both during and following the Term hereof and without any charge by Affiliate to the Club or any third party, the Club shall have the exclusive and irrevocable worldwide rights, except as specifically provided in this Agreement but subject to Paragraph B below, to do and to authorize, and to transfer to any person or entity the rights to do and to authorize, (a) the distribution, performance, display, reproduction, transmission, retransmission or other use of the Games and the Works, on a real-time, delayed or archived basis, and (b) the creation of derivative works of the Games and the Works (“Derivative Works”) and the distribution, performance, display, reproduction, transmission, retransmission or other use of the Derivative Works, on a real-time, delayed or archived basis, over or on any medium now known or hereafter developed, including, without limitation, (i) any satellite service (including without limitation DBS, SMATV, TVRO, C-band, Ku-band and Ka-band); (ii) any microwave, cellular or other wireless service; (iii) any cable television service; (iv) any Digital Video Recording (DVR) or on-demand service; (v) any broadcast television or radio service; (vi) any “Interactive Media” (as defined in the MLB Local Radio Broadcast Regulations, a current copy of which is attached hereto as Exhibit A) ; (vii) any pay service (including without limitation any pay-per-view, pay-per-event or hotel pay service); and (viii) any copies or phono records (including without limitation video and audio cassettes, CD, CD-ROM, DVD, Blu-Ray and computer media files such as MPEG, JPEG, WMV, MP3 and MP4). Any and all proceeds derived therefrom shall be retained by the Club alone.

During and following the Term of this Agreement, Affiliate shall have no right, title or interest in the Games, the Works or the Derivative Works, except as specifically provided in this Agreement but subject to Paragraph B below.

Affiliate shall broadcast the following announcement as part of each broadcast:

“This copyrighted broadcast is presented by authority of the Club and may not be reproduced or retransmitted in any form, and the accounts and descriptions of this game may not be disseminated, without the express written consent of the Club.”

Affiliate shall not contest the validity of the Club’s ownership of the copyrights or other proprietary rights in the Games, Works or Derivative Works nor the Club’s rights in them. Affiliate shall not commit or permit any act or omission by Affiliate that may impair the Club’s copyrights or other proprietary rights in the Games, Works or Derivative Works, unless such act or omission is in accordance with this Section 8.1 and the MLB subservience set forth in Exhibit A, Paragraph 4. Affiliate shall use commercially reasonable efforts to prevent any person from infringing the Club’s copyright and other rights in the Games, Works and Derivative Works. Affiliate agrees to notify the Club of any acts of copyright infringement or any other acts in violation of the Club’s rights in the Games, Works or Derivative Works of which it becomes aware. As requested by the Club and at the Club’s expense, Affiliate shall use commercially reasonable efforts to cooperate with the Club in the civil or criminal prosecution of any such violations of the Club’s rights. The Club shall have the sole right to determine whether legal action shall be taken against any such

violation and to commence any such action. Affiliate shall have neither the right nor the obligation to commence any such legal action; provided, however, that nothing herein is intended to prevent Affiliate from instituting legal action with respect to any violation of any of its rights or to prevent Affiliate from joining in any action instituted by the Club if requested to do so by the Club.

8.2 Use of Game Excerpts. The Club shall make audio excerpts available for news purposes only under MLB rules, as they may be amended from time to time. The Affiliate may not re-broadcast any game, or any part thereof, without the express written consent of the Club, nor will Affiliate permit such re-broadcast by any other party.

ARTICLE 9 NOTICES

9.1. **Notices.** All notices relating to this Agreement shall be in writing and shall be deemed received (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

If to the Club:

The Cincinnati Reds LLC
Great American Ball Park
100 Joe Nuxhall Way
Cincinnati, Ohio 45202
Attn: Joe Zerhusen
Radio Affiliates/Broadcast Manager

If to Affiliate:

WAMW-AM 1580/FM- 95.9 & FM 101.3
800 West National Highway
Washington, Indiana 47501
Attn: DeWayne Shake/President

ARTICLE 10 TERMINATION RIGHTS

10.1. **Mutual Termination/Suspension Rights.** The Club or Affiliate may terminate or suspend this Agreement and its performance hereunder by giving the other party notice of such termination or suspension in the event of (i) the occurrence and continuation for a period of 30 consecutive days of a Force Majeure Event (as defined below); or (ii) the other party's failure to fulfill or otherwise breach any of their respective obligations under this Agreement.

10.2. **Effect of Termination/Suspension.** Upon a party's election to terminate or suspend this Agreement, such termination or suspension will: (1) immediately suspend the parties'

respective obligations hereunder during the affected period; and (2) not affect or interfere with any warranty or indemnity made by the Club or Affiliate.

10.3. **Termination/Suspension Not Exclusive Remedy.** A party's exercise of its right to terminate or suspend this Agreement upon the failure of the other party to comply, terms, conditions, covenants and agreements set forth herein shall be in addition to any and all other remedies that the non-breaching party may have at law or equity.

**ARTICLE 11
TERMS AND CONDITIONS**

11.1. This Agreement is also subject to the General Terms set forth in Addendum II which is incorporated herein by reference.

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

THE CINCINNATI REDS LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(the "Club")

("Affiliate")

Addendum I

DEFINITIONS

As used in this Agreement:

"Affiliate Market" means the city of origin as defined by its license with the Federal Communications Commission.

"Club Marks" means all names, word marks, logos, uniform designs, mascots, images, colors and color combinations, trade dress, characters, symbols, designs, likenesses and/or visual representations owned, controlled, first used and/or applied for or registered with the United States Patent and Trademark Office by the Reds.

"Commissioner" shall mean the Commissioner of Baseball as elected under the Constitution or, in the absence of a Commissioner, any person succeeding to the powers and duties of the Commissioner pursuant to the Constitution.

"Flagship Affiliate" means radio station 700 WLW-AM. The Flagship Affiliate will provide production support of the radio broadcasts of the Games and certain other programming, and the distribution by the Flagship Affiliate of the broadcast signal of such programming to the Cincinnati Reds Radio Network Affiliates.

"Force Majeure Event" shall have the meaning given in Addendum II.

"Games" means the Pre-Season Games, Regular Season Games, and Post-Season Games, if any, which are authorized for broadcast pursuant to Section 3.2.1 of this Agreement, including the Pre-Game Show and Post-Game Show associated with each such Game.

"MLB" means Major League Baseball.

"MLB Entities" means the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., The MLB Network LLC, MLB Network Holdings, LLC, MLB Media Holdings, L.P., MLB Online Services, Inc., MLB Advanced Media, Inc., MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

"Network Feed" means the radio broadcast signal of the Games, including Pre-Game Shows and Post-Game Shows and the broadcasts during rain delays and between Games of doubleheaders, and including all Network commercial positions, originated by the Flagship Affiliate and distributed by the Flagship Affiliate to Affiliate and other Network stations.

"Network" means the Reds Radio Network.

"Network Sponsors" means any advertiser that sponsors all or a part of, or whose commercials

are included in, throughout the Reds Radio Network.

"Post-Season Games" means all tie breaking, play-in games, Wild Card games, Division Series, League Championship Series and World Series games played by the Cincinnati Reds after the close of the Regular Season, as designated by Major League Baseball.

"Pre-Game Show" and **"Post-Game Show"** means the baseball-related programs produced by the Club and or the Flagship Affiliate during the approximate thirty-minute period immediately preceding the first pitch and the approximate thirty-minute period immediately following the final out, respectively, of a Game.

"Pre-Season Games" means a minimum of eighteen (18) games selected and agreed to be broadcast by the Flagship Affiliate and the Cincinnati Reds in any Year prior to the first Regular Season Game.

"Reds Radio Marks" means all names, word marks, logos, uniform designs, mascots, images, colors and color combinations, trade dress, characters, symbols, designs, likenesses and/or visual representations owned, controlled, first used and/or applied for or registered with the United States Patent and Trademark Office by the Reds for Reds-On-Radio.

"Regular Season Games" means all Games played by the Cincinnati Reds during a regular Major League Baseball season. There are 162 scheduled Regular Season Games each year, but the parties acknowledge that the League or the Commissioner of Baseball may change such number.

"Sponsor" means any advertiser that sponsors all or a part of, or whose commercials are included in, a Game broadcast.

"Season" means the Club's Pre-Season, Regular Season and Post-Season games played in a calendar year.

Addendum II

STANDARD TERMS AND CONDITIONS

1. Any failure, interruption, or delay in the execution of this Agreement or the Club's performance under this Agreement, in whole or in part, from fire or other casualty, the interruption, disruption, cancellation or rescheduling of any games or restrictions on the telecast and/or broadcast of any games due to a strike, lockout, labor dispute, boycott, epidemic or pandemic (including influenza and similar viruses), national emergency, governmental restriction, restrictions by Major League Baseball, acts of God, or any other cause beyond the reasonable control of the Club (each, a "Force Majeure Event"), shall not constitute a breach of this Agreement.
2. This Agreement is the final, complete and exclusive statement and expression of the agreement between the parties hereto with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind. This Agreement may not be modified except in a written document executed by both parties.
3. No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
4. Notwithstanding any other provision of this Agreement:
 - a. This Agreement and the rights, exclusivities and protections granted by the Club to Affiliate hereunder shall be subject to the Office of the Commissioner of Baseball's review and prior written approval, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time (collectively, the "MLB Documents") (i) the Major League Constitution, (ii) any present or future agreements or arrangements entered into by the Club with the other Major League Baseball Clubs and/or one or more of the MLB Entities (as defined below) (including, without limitation, each agency agreement and operating guidelines among the Major League Baseball Clubs and an MLB Entity) (together with the Constitution, the "MLB Agreements"), and (iii) any of the following items, to the extent that they are issued, entered into, or amended in accordance with the MLB Agreements and are of general applicability to Major League Baseball Clubs:
 1. any present or future agreements or arrangements regarding the telecast (including, without limitation, cable and broadcast), recording (audio and/or visual), or other transmission or retransmission (including, but not limited to, transmission via Interactive Media) of Major League Baseball games (including, without limitation, the Games), and/or the accounts and descriptions

- thereof, entered into with third parties or another MLB Entity by any of the MLB Entities, either on its own behalf or on behalf of the Major League Baseball Clubs and/or any other MLB Entities;
2. any other present or future agreements or arrangements entered into with third parties or another MLB Entity by, or on behalf of, any of the MLB Entities, including, without limitation, those relating to ticketing, e-commerce, and/or the exploitation of intellectual property rights in any medium, including, without limitation, Interactive Media; and
 3. the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner (as defined below), the Office of the Commissioner of Baseball or any other MLB Entity.
- b. The issuance, entering into, amendment, or implementation of any of the MLB Documents shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. "MLB Entities" shall mean the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., The MLB Network LLC, MLB Network Holdings, LLC, MLB Media Holdings, L.P., MLB Online Services, Inc., MLB Advanced Media, Inc., MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors. "Commissioner" shall mean the Commissioner of Baseball as elected under the Constitution or, in the absence of a Commissioner, any person succeeding to the powers and duties of the Commissioner pursuant to the Constitution.
 - c. Affiliate shall cause all agreements between Affiliate and any person authorized by Affiliate to broadcast the Club content (including, without limitation, any sublicensee and/or Affiliate's affiliate) relating to this Agreement, to contain a provision stating that such person's or sublicensee's rights, as applicable, derive solely from the rights granted to Affiliate under this Agreement and requiring such person or sublicensee to be bound by and comply with the terms and conditions of this Agreement that are applicable to or affect such person or sublicensee.
 - d. Affiliate shall not authorize the radio broadcast of any home game of the Club by any radio station located outside the United States or any station whose transmitter is both (i) not located within 50 miles of the Club's regular season home ballpark and (ii) located within 50 miles of the visiting Club's regular season ballpark. Affiliate shall not authorize the broadcast of any away game of the Club by any station other than a station (i) that is located in the United States and (ii) except as may otherwise be agreed between the Club and the home Club (subject to clause (i) above), whose transmitter is located within 50 miles of the Club's regular season ballpark. Affiliate shall not authorize the retransmission of any of its broadcasts of games hereunder or any portion thereof (including live or taped highlights) or of its signal of any such broadcast, by any entity in any geographic area other than those areas in which the applicable broadcast is permitted pursuant to the preceding sentence, unless such retransmission is consented to, or directed, by the Office of

the Commissioner of Baseball or other MLB Entity or is otherwise expressly permitted pursuant to the MLB Documents.

- e. In addition to any other rights or remedies to which the Club may be entitled at law or in equity, the Club shall have the right, at no cost or liability to it or any other Major League Baseball Club or any MLB Entity, to terminate this Agreement at any time if Affiliate) or any of its affiliates breaches any of the provisions of Paragraph A above or this Paragraph B and fails to cure such breach within the thirty (30) day period following delivery of written notice thereof to Affiliate. Such right to terminate shall be exercisable by delivering written notice to Affiliate within thirty (30) days after the Club obtains actual knowledge that such breach has occurred. The effective date of any termination pursuant to this paragraph shall be either (x) ten (10) days after the date such notice is given or (y) the end of the season in which such notice is given, as specified by the Club in such notice.
 - f. Affiliate and the Club acknowledge that all rights to exploit any programming, content or other assets of the Club, any other Club, or the MLB Entities via satellite digital audio radio service (“DARS”) are reserved exclusively to the MLB Entities. Nothing herein shall be construed as conferring on Affiliate any rights to transmit the Works, the Derivative Works, or any audio from any game broadcast via DARS.
 - g. In addition to any other rights or remedies to which the Club may be entitled at law or in equity, the Club shall have the right, at no cost or liability to it or any other Major League Baseball Club or MLB Entity, to terminate this Agreement if the Club makes a decision to relocate outside of its current Home Television Territory. The right to terminate under this paragraph shall be exercisable by delivering written notice to Affiliate within thirty (30) days after such relocation is approved by Major League Baseball. The effective date of any termination pursuant to this paragraph shall be the date set forth by the Club in such written notice.
5. Affiliate hereby acknowledges the proprietary nature of the Club Marks. Further, Affiliate acknowledges the proprietary nature of the Reds Radio Marks. Affiliate further acknowledges that all rights, title, and interest to the Club Marks and Reds Radio Marks belong to the Club. Affiliate agrees that during the Term and after the expiration or termination of this Agreement it shall refrain from any use of any of the Club Marks or Reds Radio Marks, any mark that is confusingly similar to any of the Club Marks or Reds Radio Marks, any mark that is dilutive of any of the Club Marks or Reds Radio Marks, and/or any mark that is likely to mislead the public into falsely believing that there is an affiliation or relationship between Affiliate and the Club without first obtaining the Club prior written consent. Affiliate further acknowledges that for purposes of this paragraph “use” includes, but is not limited to, trademark, fair, incidental, descriptive or functional uses.

Affiliate hereby covenants that it will not conduct in the future any promotions, ticket giveaways, contests or sweepstakes relating to or associated with the Club without first obtaining the prior written consent of the Club.

6. Neither party may assign its rights or delegate its duties under this Agreement without prior written consent of the other party.
7. Except as otherwise provided in this Agreement, neither party will use the other party's name, marks or logos without the prior written consent of the other party.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without respect to its conflicts of laws principles.
9. This Agreement may be signed in any number of counterparts. It is not necessary that the parties sign any particular counterpart, only that the parties sign at least one counterpart for this Agreement to be enforceable by or against either party.
10. If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, such finding shall not affect the validity or enforceability of this Agreement as a whole or of any other provision of this Agreement.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns.
12. The Affiliate shall indemnify and hold the Club and its officers, directors, and employees and any of its sponsors and advertisers harmless from and against any and all liability, loss or expense (including, but not limited to, attorney's fees) caused by, arising from, or as a result of the broadcast of any commercial or other material furnished by Affiliate and in connection with the broadcast of the programs, or in any way arising by reason of Affiliate's breach or non-performance of any of the provisions of the Agreement.

Exhibit A

Broadcast Clearance Schedule: Pre-Season and Regular Season Games

[Note: The form of Broadcast Clearance Schedule to be attached as Exhibit A is included in the Annual Network Affiliate Packet/Manual which is provided to Affiliate by the Club]