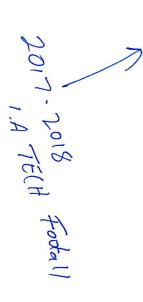
Date		Opponent
Saturday Sep. 2		Northwestern State Demons Joe Aillet Stadium, Ruston, LA
Saturday Sep. 9		Mississippi State Bulldogs Joe Aillet Stadium, Ruston, LA
Saturday Sep. 16	2	at Western Kentucky Hilltoppers Houchens-Smith Stadium, Bowling Green, KY
Saturday Sep. 23		at South Carolina Gamecocks Williams-Brice Stadium, Columbia, SC
Saturday Sep. 30		South Alabama Jaguars Joe Aillet Stadium. Ruston, LA
Saturday Oct. 7		at UAB Blazers Legion Field, Birmingham, AL
Saturday Oct. 14		OFF

C-USA Championship Game Hosted by team with highest C-USA winning %	E-USA	Saturday Dec. 2
UTSA Roadrunners Joe Aillet Stadium, Ruston, LA		Saturday Nov. 25
at UTEP Miners Sun Bowl Stadium, El Paso, TX		Saturday Nov. 18
Florida Atlantic Owls Joe Aillet Stadium. Ruston, LA	1	Saturday Nov. 11
North Texas Mean Green (HC) Joe Aillet Stadium. Ruston. LA		Saturday Nov. 4
at Rice Owls Rice Stadium, Houston, TX	ES ES	Saturday Oct. 28
Southern Miss Golden Eagles Joe Aillet Stadium. Ruston, LA		Saturday Oct. 21
		The state of the s





Date Opponent

9/8	7:00p	9/1
@ Bastron (Bastron, LA)	ligh Sch	Union Parish (Farmerville, LA)

9/15 @ Ruston (Ruston, LA)	7:00p Location: Ruston High School
(Ruston, LA)	

	7:00p	9/29	7:00p	9/22
Rivalry Game	Location: Airline High School	Parkway (Bossier City, LA) *	Location: Southwood High School	@ Southwood (Shreveport, LA) *

7:00p	10/6
Location:	Evange
Airline High School	Christian Academy
	(Shreveport, LA)

10/20	7:00p	10/13
Captain Shreve (Shreveport, LA) *	Location: North Webster High School	@ North Webster (Springhill, LA)

7:00p

Location: Airline High School

10/26	@ Byrd (Shreveport, LA) *	
7:00p	Location: Byrd High School	
11/3	@ Haughton (Haughton, LA) *	
7:00p	Location: Haughton High School	



LA TECH SPORTS NETWORK AGREEMENT

THIS AGREEMENT ("Agreement") is	s entered as of	theday of	, 20	15 by and between
LA Tech Sports Properties, LLC ("N	etwork"), and	Cumulus Medi		Broadcaster")
Licensee of Radio Station KRMD-	AM of	(Company Name or In Shreveport	COLD COLD COLD COLD COLD COLD COLD COLD	("Station").
(Call Let	ters)	(City)	(State)	
Irrespective of the date set forth ab				
effective date of this Agreement s	shall be July	1, 2015 ("Effective	Date") unle	ess another date is
designated herein as the Effective D	ate			

- 1) a) This Agreement covers all regular season 2015, 2016 and 2017 Louisiana Tech University men's varsity football games, all regular season 2015-16, 2016-17 and 2017-18 Louisiana Tech University men's varsity basketball games, and all regular season 2015-16, 2016-17 and 2017-18 Louisiana Tech University women's basketball games as set out below.
- b) Contingent upon the Network acquiring the appropriate broadcast rights, this Agreement also covers any spring game, exhibition, pre-season and/or post-season football or men's/women's basketball game, which may include, but is not limited to, a football bowl game, football conference Championship game or the NCAA, NIT or any other pre-season and/or post-season basketball tournament.
- 2) Network will produce live coverage of Louisiana Tech University football and basketball games for broadcast by Station. Network will deliver the program signal via satellite, closed circuit broadband streaming or any other distribution method as designated by Network. Station will be responsible, at its sole cost and expense, for providing any facilities necessary to receive the signal. If any interruption of a program occurs due to problems with Station's signal receiving equipment or facilities or the connections to Station, then Network will work with Station in extending the programs to Station by other suitable means, but Station shall be responsible for all costs associated therewith.
 - With respect to Louisiana Tech University football games:
- a) Station will carry live each football broadcast, which includes pre-game and post-game programming, as scheduled by Network, which may, at its sole discretion, make changes from time to time in the times and lengths of the broadcasts, Station agrees to carry all elements of each football broadcast, including, but not limited to, play-by-play, any pregame, halftime and post-game programs, Network opening/closing billboards, and any pre-game and post-game coach's interviews.
- b) Each football broadcast will include twenty-six (26) minutes of Station commercial time indicated as "local" on the traffic log.
- c) Station will promote its coverage of Louisiana Tech University football games and related programs with a minimum of thirty five (35) on-air announcements each week during the football season. If Network provides the audio for such announcements, Station shall use and carry that copy or those recorded announcements as specified by Network.
 - 4) With respect to Louisiana Tech University men's basketball games:
- a) Station will carry live each basketball broadcast, which includes pre-game and post-game programming, as scheduled by Network, which may, in its sole discretion, make changes from time to time in the times and lengths of the broadcasts. Station agrees to carry all elements of each basketball broadcast, including, but not limited to, play-by-play, any pregame, halftime and post-game programs, Network opening/closing billboards, and any pre-game and post-game coach's interviews.
- b) Each basketball broadcast will include ten (10) minutes of Station commercial time indicated as "local" on the traffic log.
- c) Station will promote its coverage of Louisiana Tech University basketball games and related programs with a minimum of thirty-five (35) on-air announcements each week during the basketball season. If Network provides the audio for such announcements, Station shall use and carry that copy or those recorded announcements as specified by Network
 - 5) With respect to Louisiana Tech University women's basketball games:
- a) Station will carry live each basketball broadcast, which includes pre-game and post-game programming as scheduled by Network, which may make changes from time to time in the times and lengths of the broadcasts. Station agrees to carry all elements of each such basketball broadcast, including, but not limited to, play-bly-play,

any pre-game, half-time and post-game programming, Network opening/closing billboards, and any pre- and post-game coach's interviews.

b) Each women's basketball game will include ten (10) minutes of Station commercial time.

- Station will carry live each Network Coaches' Call-In Show once a week during the football and basketball seasons. Each program will be approximately sixty (60) minutes in length, and will include six (6) minutes of Station commercial time indicated as "local" on the traffic log.
- 7) Station will carry daily Network's "Daily Update", Monday-Friday, between 6:00 a.m. 7:00 p.m. Each show will be three (3) minutes in length and will include Network commercial time.
- 8) From time to time, Network may produce and distribute to Station coverage of other Louisiana Tech University athletic events, i.e. Bowl Preview Show or Spring Football Game broadcast. It is anticipated that Station will broadcast such events. Network will provide Station with details about such broadcasts as they become available.
- 9) Network will produce a list of times during Louisiana Tech University football and basketball games when Station shall have its times for commercials.
- 10) Station will not run its own commercials during the time periods specified for Network's commercials under this Agreement. Station will provide Network in writing monthly such reports and/or affidavits as may be required by Network of Network programs and commercials broadcast by Station, as well as a report of any commercials not broadcast as scheduled and a report of the time at which any make good commercials were broadcast. Scheduling of make good commercials will be subject to approval of Network.
- a) At the request of Network, Station will carry, at no charge to Network, local dealer or store identity tags, and/or locally inserted Network commercials.
- 11) Station agrees not to allow any broadcast which is supplied to Station by Network to be used for any purpose other than live over-the-air terrestrial radio broadcasting pursuant to this Agreement, on-air Station promotion, or use on Stations' regularly scheduled news and sports reports in highlight form. Any other use whatsoever of Network broadcast by Station or Broadcaster or by any party acting under separate agreement with Station (including but not limited to internet distribution, telephone distribution, mobile distribution, podcasting, satellite radio or other future technologies not currently invented or publicly used) is prohibited unless it is expressly approved in writing by Network. Station will initiate all measures and safeguards so as to make certain that all Internet streaming during broadcasts are "turned off" (blacked out). The streaming over the Internet by Station of any broadcasts shall be a material breach of this Agreement by Station but Network shall not have the right to terminate this Agreement in the first instance of Station streaming over the Internet of any broadcast ("First Instance"). If, however, after the First Instance, Station again streams a broadcast over the Internet, Station shall not have any cure period for such material breach and Network shall have the right to terminate this Agreement. Notwithstanding anything to the contrary, nothing contained herein shall prohibit Station from streaming Stations' news and sports reports including non-live highlights from games broadcast by the Station. Station and Broadcaster acknowledge and agree that all content with respect to the broadcasts carried under this Agreement belongs exclusively to the Network both during and after the broadcasts and may not be assigned by Station or Broadcaster to any other party. Neither Station nor Broadcaster may make use of content other than for the purpose of carrying out its obligations under this Agreement. Any unauthorized use of content by Station or Broadcaster whether or not its use involves consideration of any kind and whether or not the right to use content is granted to a third party by Station or Broadcaster shall be considered a material breach of this Agreement by Station and Broadcaster which shall not have a cure period.
- **12)** a) Station may use its commercials to advertise any product, except that at no time during any part of the broadcast will Station advertise any beer, pizza, or soft drink other than the brands advertised in Network's commercials. It is understood that exclusivities may change on a yearly basis, in such case, Network will advise Station of the updated exclusive categories which can only be advertised in Network's commercials.
- b) Station agrees to comply with all broadcast regulations regarding commercial advertising for athletic events of Louisiana Tech University, of Conference USA ("Conference") and of the NCAA, as they may from time to time be amended. These regulations and policies prohibit the advertising of alcoholic beverages (except beer), casino's (off sight betting), tobacco, sexually explicit materials, feminine hygiene products, and professional sports organizations or personnel.
- c) Station agrees to comply with all broadcast regulations regarding commercial advertising for athletic events of the University, of the Conference to which University belongs, and of the NCAA, as they may from time to time be amended. No commercial may suggest directly or indirectly that the advertising company or the advertised product is a proud sponsor of the University or its athletic teams. Further no commercial may suggest directly or indirectly that the University or its student-athletes endorse the advertising company or the advertised product unless approved in advance by the University.



- d) In no case shall any commercial announcements on the Station indicate that the University, the game broadcast, the players, or any formal activity within a home stadium or arena in which a game is played, is being provided or conducted on behalf of the sponsor, or is in any way the product of the sponsor, or the Station, without the prior consent of University, <u>provided</u>, <u>however</u>, that advertisers and sponsors shall be entitled, without prior approval, to use the name of the University's teams or any part thereof in connection with any on-air advertising and/or broadcast promoting the games or programs, including identification of such advertisers as sponsors of the audio broadcasts of the games or programs (example: (mascot) (name of sport) on (radio station call letters) is brought to you by XX advertiser).
- 13) In furtherance of this Agreement, in an effort to promote the University, its athletic programs, and Station's production and broadcast of the games and programs, Station may use the University's name and licensed marks, including but not limited to logos, design and trademarks (the "Marks") solely for promotional purposes and in connection with the rights granted herein, subject to the following terms and conditions:
- a) Station's use of the Marks is subject to the approval of the University, which approval shall not be unreasonably withheld or delayed. Approval from the University must be given before Station uses the marks in any fashion.
- b) Station has no right, title or interest in the Marks and the Marks shall remain the sole property of the University;
- c) Station use of the Marks shall not denigrate or diminish the integrity, character and dignity of the University or the Marks;
- d) Station use of the Marks is subject to applicable rules and regulations regarding promotions of the University, the University's conference, and the NCAA;
- 14) Broadcaster will notify Network of any change in transmitter location, power, frequency, or hours of operation of the Station or any other change in event that could affect Station's ability to carry out its obligations under this Agreement to the satisfaction of Network. If such change, in the sole opinion of Network, renders Station less valuable to Network, Network will have the right to terminate this Agreement on thirty (30) days notice.
- 15) Broadcaster will immediately notify Network of any application to the Federal Communications Commission for the transfer of any interest in the Station or any assignment of the license to operate the Station. Any such assignment or transfer shall expressly state that the assignee or transferee assumes all obligations of Broadcaster and Station contained in this Agreement. Notwithstanding such transfer or assignment, Network shall have the right to terminate this Agreement, if in the sole opinion of Network, the assignment or transfer renders Station less valuable to Network.
- **16)** a) The term of this Agreement shall commence on the Effective Date and shall continue, unless sooner terminated, through **April 30, 2018.**
- b) From January 1st through January 30th of each term year, Network will has a 30 day time period in which to cancel this agreement. To cancel this agreement, Network must give broadcaster written notice of its intent not to renew for the following athletic season.
- c) If Station or Broadcaster breaches any provision of this Agreement and fails to cure such breach within ten (10) days after Network gives notice of such breach, Network will have the right to terminate this Agreement, and such termination shall occur and become effective upon Network's delivery to Broadcaster of a written notification of termination. Neither party shall be released from liabilities for its obligations or default hereunder, incurred or occurring prior to such termination.
- d) Network may terminate this Agreement at any time if it no longer has the right to broadcast home Louisiana Tech University men's varsity football or basketball games, and it may suspend this Agreement at any time if it does not obtain the right to broadcast any away Louisiana Tech University men's varsity football or basketball game.
- e) In the event Station ceases operation for any reason, Broadcaster agrees to notify Network immediately, and Network may terminate this Agreement immediately.
 - 17) a) Network agrees to pay the following broadcast rights fee for each year of the agreement:
 - \$800 per regular season LA Tech men's varsity football game broadcast
 - \$125 per regular season LA Tech men's varsity basketball game broadcast
 - \$125 per regular season LA Tech women's varsity basketball game broadcast
- b) The annual broadcast rights fee shall be paid via invoice and shall be due by the last days of September, October, November, December, January and February of each athletic year.
 - 18) Network agrees to provide the following to Station:
 - a) Four (4) season tickets to all Louisiana Tech home football games.
 - b) Network will work with Station to provide additional tickets if possible when requested.

- 19) With respect to any post-season Louisiana Tech University men's football or basketball game (s) for which Network acquires the appropriate broadcast rights, Station agrees to pay in advance to Network a per-broadcast rights fee of One Hundred and Fifty Dollars (\$150.00) for a football bowl broadcast, One Hundred and Fifty Dollars (\$150.00) for each NIT men's basketball broadcast and Two Hundred and Twenty-Five Dollars (\$225.00) for each NCAA men's basketball broadcast. In addition, if the rights fee to be paid by Network for any such game is increased above present levels during the term hereof, Station also agrees to pay its proportionate share with other Network affiliates as determined by Network, of the increase. Payment by Station to Network will be made promptly upon invoicing by Network, unless otherwise agreed to by Network and Station.
- 20) If any payment required from Broadcaster hereunder shall be unpaid for more than ten (10) days after it is due, Network shall have the right to add and collect a reasonable late charge equal to the lesser of ten percent (10%) or the maximum rate if established by applicable state or federal law. Broadcaster also agrees that if any sum remains unpaid for more than thirty (30) days after the due date thereof, it shall also pay interest thereon to Network at the rate of twelve percent (12%) per year. Broadcaster further agrees to pay all necessary and reasonable collection costs, including but not limited to, attorneys fees, of Network incurred in collecting payment after such a default. In addition to any other remedies available to Network, if Broadcaster is delinquent in its payment of the broadcast rights fee for more than ten (10) days ("Delinquency Date"), Network may terminate this Agreement but such termination shall not extinguish Broadcaster's obligation to pay all of the remaining broadcast rights fees. Network must exercise such right of termination within seven (7) days after the Delinquency Date but if Broadcaster is delinquent in its broadcast rights fee in more than one year, then this Agreement shall automatically terminate upon the occurrence of the second delinquency in payment with Broadcaster remaining obligated to Network for all unpaid broadcast rights fees under this Agreement.
- 21) Broadcaster and Station acknowledge that its facilities are of unique character and value, the loss of which cannot be adequately compensated for in damages in an action at law, and that breach by either Station or Broadcaster of this Agreement will cause Network irreparable injury. Broadcaster and Station therefore agree that in addition to such other remedies as may be available, Network will be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of this agreement by Station or Broadcaster. Should Network initiate any proceeding seeking injunctive relief, Broadcaster and Station agree that Network need not post any bond or other security in any such proceeding.
- 22) Neither party shall be liable to the other party for any special or punitive damages of any nature, including but not limited to lost profits, arising out of or related to this Agreement or the transactions or activities contemplated herein, whether such liability is asserted based on alleged breach or termination of this Agreement or on tort liability (except for will-full or grossly negligent conduct) or otherwise, even if such damage was foreseeable or the parties were aware of the possibility of any such loss or damage.
- 23) If performance under this Agreement by either party is wholly or partially prevented by an act of God, inevitable accident, fire, court action, act of public officials or any government or governmental instrumentality, lockout, strike or other labor disputes, failure of satellite, failure of technical facilities, riot or civil commotion, act of public enemy, failure or delay of transportation facilities, or for any other cause beyond the control of the non-performing party, neither party will have liability under this Agreement so long as any such cause exists which prevents performance hereunder. The non-performing party shall provide notice to the other party of the reason(s) for non-performance and shall take such steps that are reasonable under the circumstances to again initiate performance.
- 24) a) Nothing herein contained shall be construed to prevent Station from substituting on a single game basis a program which is of greater local or national importance, as long as Station first obtains the prior consent of Network, which consent shall not be unreasonably withheld. Should Station choose to so pre-empt any program, it shall also, however: (I) notify Network as soon as it can do so prior to the pre-emption; (ii) make good all missed Network commercial announcements in a like time period agreeable to Network; (iii) assist Network in obtaining another station in the same market to broadcast the program; and (iv) frequently promote the fact that the program has been moved, including the call letters and frequency of the other station, and the program time and date.
- b) Station may also interrupt a program provided by Network hereunder and substitute another program of greater local or national importance involving the public need to know without prior notice to Network, as long as it also makes good all missed Network commercial announcements in a like time period agreeable to Network and notifies Network as soon after the pre-emption as possible.

- 25) This Agreement contains the entire understanding of the parties hereto relating to the subject matter and cannot be changed or terminated orally. The laws of the State of Missouri shall govern the validity, interpretation, and legal effect of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of the contract. Except for routine information exchanges, each notice given hereunder must be sent by a nationally recognized overnight delivery service to the principal business office of the other party and shall be deemed given when sent in such a manner. Network or Station's (Broadcaster's) failure in any instance to object to or take affirmative action with respect to an act or omission of the other which violates the terms of this Agreement shall not be construed as a waiver of that or any future violation. The party waiving such right must provide all waivers in writing.
- 26) This Agreement supersedes any and all prior affiliation agreements or other understandings whatsoever. Neither this Agreement nor any provisions thereof shall be binding on Network until this Agreement is executed by one of Network's duly authorized representatives. This Agreement shall be binding on the parties hereto, their successors and assigns. Neither Broadcaster nor Station may assign its rights or obligations hereunder without the prior written consent of the Network. Network may assign its rights and/or obligations hereunder upon written notice to Broadcaster.
- **27)** This Agreement shall not be deemed to create any partnership or joint venture between Network and Broadcaster/Station, nor to create any rights in favor of any person or entity other than the Parties hereto. This Agreement is for the sole benefit of the Parties and nothing herein expressed or implied shall give or be construed to give any other person any legal or equitable rights hereunder.
- 28) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by electronic delivery of PDF copies shall constitute effective execution and delivery of this Agreement and such copies may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing contract to be signed by a duly authorized agent of each party, as of the Effective Date.

LA TECH SPORTS PROPERTIES, LLC	BROADCASTER: <u>Cumulus Broadcasting LLC</u>
By: Learfield Communications, Inc.,	LICENSEE OF RADIO STATION: KRMD-AM
Its Sole Member	(for itself and for Station)
Ву:	Ву: Д/Д
Title:	Title: VD/MM
	1/

LEARFIELD COMMUNICATIONS, INC. (Member)