

The Original Company, Inc. - Affiliate Station for Programming

- The Original Company, Inc. (hereafter "TOC") grants to Media Five Corporation (hereafter "Media Five") broadcast affiliation rights for four years (2018-2019 school year, 2019-2020 school year, 2020-2021 school year, and 2021-2022 school year), for the following:
  - **South Knox boys and girls basketball on WUZR – Minimum of 35 regular season plus post season tournament. Also a minimum of 16 30-minute Coach's Show broadcasts on WAOV during the boys basketball season.**
  - **Greene County High School Sports on WQTY – Minimum 10 regular season Football plus post season tournament. Minimum 90 Basketball plus post season tournament for the 5 Greene Co. schools.**
  - **Pike Central High School Sports on WBTO – Minimum 10 regular season Football plus post season tournament. All Boys Basketball regular season plus Boys and Girls post season tournaments.**
  - **Princeton High School Girls Basketball on WBTO – All regular season games plus post season tournament.**
  - **Castle High School Sports on WJPS - Minimum 10 regular season Football plus post season tournament. All Boys Basketball regular season plus Boys and Girls post season tournaments. \*See footnote for clarification of this school's broadcasts.**
  - **Mt. Vernon High School Sports on WRCY – Minimum of 10 regular season Football plus post season tournament. All Boys Basketball regular season plus Boys and Girls post season tournaments. \*\*See footnote for clarification of this school's broadcasts.**
  - **Evansville Area High School Sports on WVFX – Minimum of 10 regular season Football plus post season tournament. Minimum of 25 Boys regular and post season broadcasts.**
- TOC will broadcast live on radio stations listed above and live streamed on the same associated station's website, when delivered; all scheduled programs and commercials transmitted by Media Five in their entirety, without interruption, deletion or addition of any kind, except if authorized by Media Five, or unless deemed by TOC to be in the public's interest, convenience, or necessity. Programming is noted and described below:
  - *Pre-game of up to 30 minutes prior to start of the game.*
  - *Play-by-play coverage*
  - *Up to 20 minute post-game show*
- Media Five shall provide TOC a clearance fee of [REDACTED] for Season 1, [REDACTED] for season 2, [REDACTED] for season 3, and [REDACTED] for season 4. The fee shall be paid in 8 separate and equal installment payments (September – April), due the 15<sup>th</sup> of each month. A breakdown of the total fee is shown in a separate section of this agreement. Additional game broadcasts approved at the sole discretion of TOC may be purchased by Media Five for [REDACTED] per broadcast.
- Advertisements for business types banned by the IHSAA, and for non TOC owned radio and television stations are prohibited. TOC shall retain the rights 2 - 30-second avails within each broadcast for its promotion or advertising sales. TOC sponsors shall not be a Media Five broadcast sponsor from the prior season.
- Media Five shall promote each TOC radio station, including links to affiliated TOC stations at its Web Site – if any, in press releases concerning the broadcasts, and display a banner that includes

the associated TOC station at the site of each broadcast. No audio associated with this agreement except for excerpts used to promote game broadcasts can be used by either party for attachment of video of the games broadcast without written consent of each party. That written consent will not be denied unrealistically. An example of an allowable feature would be a pre-game facebook live element, a half time facebook live element, or a recap of games posted on facebook, other social media or web sites of either TOC or Media Five.

- Media Five shall pay all expenses for a complete broadcast package including but not limited to rights fees if any, talent, travel, on site production, line charges, and remote equipment expenses.
- TOC will supply a board operator for each game broadcast.
- TOC will supply a minimum of 20 60-second promos per week during the sports season on each affiliated station, with equal rotation, M-S 5a-Midnight. Promos will air at least 1 week prior to start of Football season, and 1 week prior to basketball season, and will continue each week through the end of the season for each affiliated team.
- Media Five will have first right of refusal for rights to produce High School sports on affiliated TOC stations for the 2022-2023 Seasons.
- All the produced broadcasts may be streamed live at [mediafivecorp.com](http://mediafivecorp.com) or any local site approved by Media Five and by TOC from TOC links. When streaming sites are promoted by Media Five during the broadcasts or in other media, TOC sites shall always be included in the promotion.
- Media Five shall retain the recorded rights for its broadcasts, but any sales derived from the sale of those broadcasts shall be shared by TOC and Media Five.
- Media Five will have the right to terminate this agreement with a written notice of at least 90 days prior to the first football broadcast on a station contracted for Football, and 90 days prior to the first basketball broadcast of South Knox or Princeton. If football broadcasts are done by Media Five, basketball broadcasts will be included that school year. Official notification of any such cancellations will be mailed to PO Box 242, Vincennes, IN 47591.
- Breakdown of total fee amount per broadcast venue:

2018-19  
2019-20  
2020-21  
2021-22

So. Knox Greene Co. Pike Central Princeton Castle Mt. Vernon Evansville Area

\*Because WJPS is the Flagship Radio station for the University of Evansville Men's Basketball broadcasts, those broadcasts will have precedence over Media Five games, but TOC will make efforts to supply another signal for contracted Castle High School broadcasts should there be scheduling conflicts with the Evansville broadcasts.

\*\*Should WRCY not have a translator operating by July 1, 2018, Media Five may opt out of the High School Football and basketball coverage on WRCY for the 2018-2019 season. Should Media Five want to broadcast selected Mt. Vernon High School Sports on WRCY without a translator, the total fee as listed above would be adjusted from [REDACTED] for the first season and then revert back to the listed price for subsequent years. Should Football only be broadcast during the 2018 season the fee would be [REDACTED]. Should Basketball only be broadcast during the 2018-2019 season the fee would be [REDACTED]. Total fees paid by Media Five to TOC would be adjusted to reflect any WRCY adjustments. Individual games on WRCY will be charged at [REDACTED] per broadcast as listed for additional games on TOC stations above and beyond the agreement should TOC be willing to schedule the broadcasts.

TOC and Media Five will not partner with any other party, for the addition of live action video to all or some of the contracted audio broadcasts, but will work together during the 2018-2019 and 2019-2020 seasons period to see if they can develop such additional program options together.

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.

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 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.

TOC may also interrupt a program provided by Media Five hereunder and substitute another program it deems in the public interest, convenience, or necessity without prior notice to Media Five, as long as it also notifies Media Five as soon after the pre-emption as possible.

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 Indiana 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. Media Five or TOC'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.

This Agreement supersedes any and all prior affiliation agreements or other understandings whatsoever. Neither this Agreement nor any provisions thereof shall be binding on Media Five until this Agreement is executed by one of Media Five's duly authorized representatives. This Agreement shall be binding on the parties hereto, their successors and assigns. Neither Media Five nor TOC may assign its rights or obligations hereunder without the prior written consent of the other. Should Keith Doades death precede the end of this agreement all payments received and due at the time of death will be retained by TOC and the agreement may be terminated by either party within a reasonable period of time with notice to the other party.

This Agreement shall not be deemed to create any partnership or joint venture between Media Five and TOC or its stations, 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.

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.

This Agreement will be filed in the Federal Communications Commission Public File with redacted financial data as per FCC rules and regulations on Time Broker Agreements.

For Media Five

*Keith Dosses*

Keith Dosses

4-20-18

Date

For The Original Company:

*Mark R Lange*

Mark Lange

4/19/18

Date