

Short Bus Radio Services Affiliation Agreement

THIS AGREEMENT, dated December 13th, 2011, (the "Agreement") is made and entered in to by and between TRITON RADIO NETWORKS, d/b/a DIAL GLOBAL ("Dial Global"), having offices at 220 West 42nd Street, 3rd Floor, New York, NY 10036, and Magic Broadcasting II LLC (collectively "Broadcaster"), having offices at: 7106 Laird St Ste 102 Panama City Beach FL 32408 owner and operator of radio broadcast station WYYX-FM ("Station"). Station is licensed by the Federal Communications Commission ("FCC") to Panama City FL City of License.

I. USE OF DIAL GLOBAL SERVICES

A. Subject to the terms and provisions hereof, Dial Global hereby grants to Broadcaster the right to use and publicly perform Dial Global's Short Bus (ALT ROCK) service for radio stations (the "Service") by means of including some or all elements of the Service in broadcasts over the air from the Station's present transmitting facilities, in analog or digital format, including on an "HD Radio" multicast channel.

Short Bus Service Details: Station is guaranteed the following pieces each week:

Sweepers: 7
Promo/Sweepers: 7
Dry: 10
SPX: 10
Beds: 10
TV/Movie Drops: 50 (lumped into packs of 3-5 per week)
Individual Movie/TV Clips: 25

B. Exclusive Area: Station hereby agrees to become format exclusive licensee in the City of License for Service provided by DIAL GLOBAL.

C. Except as otherwise specified in this Agreement, Broadcaster shall be solely responsible for the installation, operation and maintenance of all technical and other facilities necessary or appropriate to receive and broadcast the Service and commercial announcements covered by this Agreement. Dial Global will make the Service available to Broadcaster via the Internet.

D. Broadcaster shall not transmit Dial Global's programming by a translator, booster or synchronous transmitter station without Dial Global's prior written approval, which may be withheld at Dial Global's discretion. None of the Dial Global services described herein, including the Service, may be used by Broadcaster on any other station, including other stations owned or programmed by Broadcaster.

II. TERM

The initial term of this Agreement shall be for a period of 12 Months, effective Monday, January 16th, 2012.

Subject to the other provisions hereof, this Agreement shall be automatically renewed for successive terms of 12 months (each a "Renewal Term"), unless and until either party shall give written notice to the other party not less than ninety (90) days prior to the expiration of the then current term that it elects not to renew this Agreement. During each Renewal Term, the terms and conditions of this Agreement shall apply.

Notwithstanding anything to the contrary set forth herein, Dial Global shall have the right to terminate this Agreement upon thirty (30) days prior written notice should Dial Global cease to produce and/or distribute the Service.

CONSIDERATION

In consideration of the rights granted herein and the services to be provided to Broadcaster by Dial Global, Broadcaster shall broadcast on Station WYYX-FM one (1) minutes of commercial inventory per day, Monday-Sunday, between the hours of 6am-7pm local time in the Station's market, on days specified by Dial Global, in fair and equitable rotation. However, if Station's broadcasts are licensed for daytime only and Station does not achieve nighttime broadcasts by means of a translator station or a digital multicast signal on another station serving Station's market, then Station will broadcast the commercials during times which Station broadcasts. Dial Global will provide said commercials to Station by a generally accepted means no less than three (3) days before each broadcast week.

IV. INTERNET STREAMING

A. Dial Global grants to Broadcaster the right to use the Service as part of Broadcaster's full-time Internet streaming of Station's broadcasts, subject to the terms and conditions of this Agreement and conditioned on Broadcaster's compliance with all applicable laws with regard to said Internet streaming, including royalties for sound performances fees.

B. Broadcaster agrees that on all Internet transmissions of Station's programming, Broadcaster will cover and preempt network commercials included in the Service. Any fees charged to or actions taken against Dial Global for failure by Station to cover and preempt network commercials as specified by Dial Global shall be the sole responsibility of Broadcaster to pay and/or defend.

C. Dial Global has the right to provide Broadcaster with the means that will allow Dial Global to deliver substitute commercials to Station so Broadcaster will not have to cover and preempt commercials as specified in paragraph IV.B. above. If Dial Global provides Broadcaster with such means, or if Broadcaster otherwise has such means, Broadcaster will utilize it so as to include Dial Global's substitute commercials in any Internet streaming of Station's broadcasts instead of the Dial Global-provided commercials that Station broadcasts.

V. ADDITIONAL TERMS AND CONDITIONS

- A. Dial Global shall make all decisions regarding the substance and content of the Service and may make such additions, deletions or adjustments to the Service as it deems desirable and consistent with good program practices. Broadcaster agrees that Dial Global shall not be liable for any damages, losses, costs, or expenses of any nature whatsoever which Broadcaster may incur because of the content of the Service.
- B. Within ten (10) days after each standard broadcast week, Broadcaster agrees to deliver to Dial Global, on forms provided by Dial Global via the Internet, complete, accurate and duly executed reports and affidavits ("Affidavits") with respect to Station's broadcasting or Internet streaming of Dial Global provided commercials during the preceding broadcast week pursuant to paragraphs III.A., IV.B. and IV.C. above.
- C. Except as specifically described herein, neither Broadcaster nor Dial Global shall incur any liability to the other hereunder because of Dial Global's inability to deliver, or Station's inability to broadcast, any or all of Dial Global's services or commercials due to an act of God, force majeure, failure of facilities, labor disputes, governmental or court order, or any other causes beyond the reasonable control of the party so failing to broadcast or deliver services or commercials. Broadcaster shall nonetheless be responsible for maintaining the Station as fully operational in accordance with the Station's FCC authorizations and shall notify Dial Global in writing of any omitted broadcast or significantly reduced or impaired broadcast transmissions within ten (10) days of said event. Dial Global reserves the right to extend this Agreement for the length of time of such nonperformance.
- D. Broadcaster agrees that in the event Station ceases its radio broadcast operations or suffers a significant interruption of such operations for any reason (other than isolated, non-recurrent temporary cessation of operation due to equipment failure or causes beyond Station's reasonable control which do not materially affect Station's market and ongoing business), Broadcaster will promptly notify Dial Global, and Dial Global shall have the right upon ten (10) days prior written notice to Broadcaster to terminate this Agreement.
- E. Except as specified in paragraph IV above, Broadcaster agrees not to authorize, cause, permit or enable any portion of the Service or any commercials which Dial Global supplies to Station to be used for any purpose other than broadcasting by Station in a manner solely intended for reception by the general public in places where no admission charges are made. In addition, Broadcaster agrees that any printed or hard copy materials supplied to Broadcaster or Station by Dial Global will be used only in connection with the transmission of the Service to and broadcast of the Service by Station.
- F. Broadcaster may not create derivative works based on the Service or make any other use of the Service except as otherwise expressly provided in this Agreement. Broadcaster shall not alter or remove any copyright management information from any portion of the Service.
- G. Upon request of Dial Global, Broadcaster will install and maintain the necessary equipment so that Station's signal will include the encoding necessary for Station to be monitored by Arbitron's "Personal People Meter" system.
- H. Broadcaster represents and warrants that it shall acquire and maintain for Station all FCC and intellectual property licenses necessary for Station to lawfully broadcast the Service and the commercials supplied by Dial Global and to publicly perform any copyrighted work embodied in the Service, including, but not limited to, performing rights licenses such as ASCAP, BMI, and SESAC. Broadcaster acknowledges that the Service is a collective work of which Dial Global is the author and

owner and in which the copyright shall inure solely to Dial Global without Broadcaster acquiring any rights therein. Notwithstanding Dial Global's transmission or other distribution of the Service to Broadcaster, Dial Global shall retain and own all right, title and interest in and to the Service, including, without limitation, any copyright in the Service as a compilation separate from any copyrights in any pre-existing material embodied in the Service, and including all service marks, trademarks and other proprietary rights relating to the Service, subject only to Broadcaster's license to broadcast the Service as provided in this Agreement. Broadcaster agrees to take all actions necessary or requested by Dial Global to protect and preserve Dial Global's copyright in the Service and Dial Global's service marks, trademarks and other proprietary rights with regard to the Service.

VI. GENERAL PROVISIONS

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

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

Benefit; Assignment. This Agreement will be binding on and inure to the benefit of Dial Global and Broadcaster and their respective successors and permissible assigns. Neither this Agreement nor any of the rights and privileges granted to Broadcaster pursuant to this Agreement may be assigned by Broadcaster without the prior written consent of Dial Global. Broadcaster shall immediately notify Dial Global at such time as any application is made to the FCC for consent to the transfer of control of the Station or any assignment of the Station's license, except for "pro forma" transfers or assignments for which FCC approval is required on FCC Form 316 (or any successor "short-form" procedure). Broadcaster acknowledges and agrees that if Dial Global consents to an assignment of Station's license or transfer of control of Station, a failure of Broadcaster to cause the transferee or assignee to assume and perform Broadcaster's obligations hereunder shall constitute a breach of this Agreement by Broadcaster as to which Dial Global shall be entitled to the remedies specified herein and otherwise available at law or in equity.

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

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

Severability. If any term or provision of this Agreement proves to be in violation of or

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

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

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

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

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

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

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

VII. DEFAULT AND REMEDIES

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

Broadcaster's failure to perform any of its obligations as specifically provided herein; however, if the only default is the non-payment of money due Dial Global, Broadcaster shall have ten (10) business days after receipt of written notice of such non-payment in which to cure such failure (including any interest upon the overdue amount) prior to being deemed to be in default hereunder.

Broadcaster changes Station's transmitter location, antenna height, power, frequency, and/or usage of translator or booster stations, without the prior written consent of Dial Global.

Broadcaster's failure to broadcast the commercials provided by Dial Global as provided herein or failure to submit Affidavits to Dial Global within the time period specified herein.

In case of any termination of this Agreement or service suspension, Broadcaster shall immediately cause Station to cease broadcasting all elements of the Service and any other Dial Global programming material. If Dial Global terminates this Agreement because of Broadcaster's breach of or default under any provision of this Agreement, Broadcaster shall remain liable for payment of all accrued Affiliation Fees (if any) due Dial Global, in addition to payment in full of \$1,500.00 per month for each month remaining in the current unexpired term of this Agreement, plus any damages of any nature whatsoever suffered by Dial Global, directly or indirectly, as a result of Broadcaster's breach or default. All remedies of Dial Global hereunder are cumulative and may be exercised concurrently or separately. No failure on the part of Dial Global to exercise, and no delay in exercising any right or remedy hereunder, shall operate as a waiver thereof. Termination or suspension of this Agreement by Dial Global shall not affect or waive outstanding amounts due from Broadcaster to Dial Global, or constitute an election of remedies. Any extension of time to pay amounts due by Broadcaster shall not constitute either a waiver of rights by Dial Global or the right to any future extension. In addition to any other remedies Dial Global may have, in the event of termination due to a breach or default by Broadcaster hereunder, Dial Global may terminate any other affiliation agreements between Dial Global and Broadcaster, in which event Broadcaster shall immediately cease broadcasting all Dial Global programming subject to such other affiliation agreements.

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

VIII. INDEMNITY; DISCLAIMER

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

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

TRITON RADIO NETWORKS,
d/b/a DIAL GLOBAL

By: 

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Name: Chris Corcoran

Title: EVP/Affiliate Sales (Dial Global)

Radio Station

By: 

Call Letters: WYXX

Name: MELISSA ALLEGRETTO

Title: GM

ATTACHMENT 1

Station Contact Information:

Station call sign and address:

WUXX-PM
7106 Laird St. Suite 102
Panama City Beach

Key Station Service Contact: Stroke Mastro
Title Program Director
Telephone 850 230 5855
Email stroke@wuxx.com

Station City of License: Bonifay, FL
Station Format: Rock - active

Traffic Contact, Terrestrial:

Name: Karla Melvin
Email: Karla@magicfl.com
Telephone: 850 230-5855

Traffic Contact, Streaming Media (if different):

Name: _____
Email: _____
Telephone: _____

FAX Back to Dial Global at 972.406.6890