



COMPASS MEDIA NETWORKS is pleased to offer to your radio station the rights in your market to broadcast the radio program **LA LLOYD Rock 30** (the "Program"). It is understood that your broadcasts will be subject to all the terms and conditions set forth in this license agreement.

AGREEMENT made as of this November 16, 2018 is between COMPASS MEDIA NETWORKS (hereinafter referred to as "CMN") whose address is 150 Purchase St. Suite 11, Rye, New York 10580 and (call letters) KMZK FM 106.9 hereinafter referred to as "Station") located at: 29 S Vernal Ave Suite 2 Vernal UT 84078.

Subject to the Station's compliance with the terms of this Agreement as set forth below, CMN hereby grants to Station a limited license to broadcast the Program on the Station.

- 1) CMN will provide to Station one (1) episode of the Program weekly.

- 2) In exchange for the produced Program, Station agrees to broadcast the Program, in its entirety, with its related national network commercials ("Network Commercials" Six (6) Minutes per hour) from 7A to 10A Saturday/Sunday (circle).

- 3) Each month Station will file affidavits online at http://209.151.229.186/AffWeb_CompassMedia/LoginPage.asp which will act as Station's proof of performance. Station agrees to complete the affidavit within 5 days after the end of each broadcast month. Failure by Station to provide CMN with commercial times via proof of performance affidavits shall entitle CMN to terminate Service.

- 4) Station agrees that the Program is solely for use on the station specified above. If the program is to be simulcast on another frequency, it agrees to file proof of performance for the simulcast in accordance with this Agreement. CMN may prohibit the broadcast of the program in another market if such broadcast would violate CMN's prior grant of rights to the program in that market.

- 5) The term hereof shall be for fifty-two (52) weeks from the commencement date January 4, 2019. This agreement shall automatically renew itself for successive terms of fifty-two weeks each, unless either party terminates the agreement effective at the end of any term, by giving the other party written notice at least 60 days prior to the end of the term. Compass Media Networks may terminate this Agreement with 14 days prior notification, if event the program is removed from national syndication for any reason.

- 6) CMN agrees that it will not authorize any other radio station operating within a thirty (30) mile radius from the Station's tower location.



7) CMN warrants that it has the right to grant this license to Station for broadcasting the Program. CMN retains all rights, interests, tangible and intangible, in the Program. Station may not sell, copy, duplicate or reproduce any program provided hereunder unless express written approval is granted by CMN.

8) Station is responsible for payment of any public performance music license fees or royalties. Station hereby indemnifies Syndicator against all claims, costs, expenses, losses and other liabilities which it may incur as a result of Station's failure to keep such music licenses in effect or to make payments required for said licenses. Station further warrants that it has in force Media Errors and Omission insurance for at least \$1,000,000, but no less than the Station carries for other programs, which covers the broadcast of Service supplied.

9) CMN grants to Station the right to use Program as part of full-time internet streaming of Station's broadcast. CMN may terminate Station's right to transmit the materials licensed hereunder over the internet upon thirty (30) days written notice. Station agrees to, on all internet transmissions, cover and preempt all Network Commercials broadcast in the Program upon written request by CMN. Any fees charged to, or actions taken against CMN for failure by Station to cover and preempt the Network Commercials shall be the sole responsibility of Station to pay and/or defend.

9A) CMN has the right to provide Station with the means that will allow CMN to deliver substitute commercials to Station so Station will not have to cover and preempt commercials as specified above. If CMN provides Station with such means, or if Station otherwise has such means, Station will utilize it so as to include CMN substitute commercials in any Internet streaming of Station's broadcasts instead of the CMN-provided commercials that Station broadcasts.

10) CMN reserves the right to assign this Agreement to any party, including any entity which may succeed all or part of the rights, title, and interests of CMN. Station shall not assign this Agreement without the prior written consent of CMN.

This Agreement may not be modified, renewed, extended, or discharged except by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

For STATION

Compass Media Networks, LLC

X: [Signature]

X: [Signature]

Print Name: [Signature]

By: [Signature]



PLEASE COMPLETE

OWNER: Chris Hill FREQUENCY: 100.9

PD: _____ TRAFFIC DIRECTOR: Stacy

PD EMAIL: chill@100.9.com TRAFFIC DIRECTOR EMAIL: _____

PD PHONE: 914-840-1100 TRAFFIC DIRECTOR PHONE: _____

IT/ENGINEER _____ IT/ENG EMAIL _____

IT / ENG PHONE _____

AUTOMATION SYSTEM ProD

MAILING ADDRESS:
1000 West 100th

City of License: Clinton NJ

Call Letters of any "repeater" or simulcast frequency: _____

Fax to 914-840-4137

UNITED STATIONS RADIO NETWORKS, INC.
Sammy Hagar's Top Rock Countdown
AFFILIATION AGREEMENT

AFFILIATION AND PROGRAM LICENSE AGREEMENT dated as of **June 1, 2016** (this "Agreement"), by and between UNITED STATIONS RADIO NETWORKS, INC., a New York corporation ("USRN"), and **Charles Hall** ("Broadcaster"), the owner and operator of Radio Station **KMZK-FM** ("Station"), licensed by the FCC to the city of **Clifton** ("City of License").

Subject to compliance by Broadcaster and the Station with the terms and provisions of this Agreement, including the Standard Terms and Provisions set forth on the reverse hereof (which are incorporated herein and made a part hereof) provisions or attachments, hereto (if any), USRN hereby grants to Broadcaster a limited license to broadcast, on the Station only, the Program (as hereinafter defined) upon the terms and provisions and subject to the conditions herein set forth.

1. PROGRAM LICENSE. This Agreement pertains to USRN's weekly program of (2) hours in length, entitled, **Sammy Hagar's Top Rock Countdown** (the "Program"). USRN hereby grants to Broadcaster and Broadcaster hereby accepts the right to broadcast the Program, from commencement to completion including, without limitation, all network commercial announcements therein contained, on the Station during the term of this license granted by this Agreement.

2. TERM. The term of the license granted hereby shall be for fifty-two (52) consecutive weeks, commencing on **June 12, 2016**, and shall continue automatically without any notice or action by any party, unless a notice of non-extension is given by either party upon ninety (90) days written notice after the initial term or if the license is terminated as otherwise provided herein.

3. BROADCAST OF PROGRAM. Broadcaster shall broadcast the Program on the Station on **Sunday** (day) between the hours of **8:00AM** and **10:00AM** (times being local Station time) in the Station's City of License only. Except for the inclusion of any permitted local commercial announcements and required Station identifications in periods designated by USRN, Broadcaster agrees that the Program will be broadcast only as delivered by USRN, without any interruption, deletion, modification, addition or alteration of any nature whatsoever. Broadcaster shall have no right to record or tape any of the Programs for rebroadcast or redistribution (except for the creation of promotional announcements or a logger tape). Broadcaster shall have no right to syndicate or distribute any program, which contains all or any portion of the Program without USRN's prior written approval.

4. DELIVERY. USRN shall deliver each week's installment of the Program via MediaShooter.

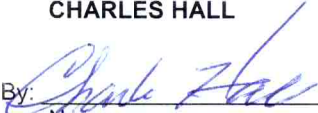
5. COMPENSATION. In consideration for the license granted by USRN hereby, Broadcaster agrees to broadcast within the Program on the Station and on the Station's online webcast stream of the Program, six (6) minutes per hour of network commercial announcements, as inserted in the Program by USRN.

6. PROOF OF BROADCAST. As promptly as possible but no later than ten (10) days after the Broadcast of each week's Program, Broadcaster shall furnish to USRN true and accurate Affidavits of Performance using the online affidavit system as directed to the Station by USRN, confirming the date and time of broadcast of each installment of the Program, that USRN's network commercial announcements were broadcast in the Program and such other information as may be required by the Affidavit of Performance.

Each of the parties represents and warrants to the other that its officer executing this Agreement is authorized to do so and that this Agreement constitutes such parties legal, valid and binding obligation. This Agreement shall be effective when signed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CHARLES HALL

By: 
Name: _____
Title: _____
295 Vernal Ave 2
1420 E 2850 S #200
Vernal, UT 84078

Tel: (970) 541-1069
Fax: _____

UNITED STATIONS RADIO NETWORKS, INC.

By: _____
Name: Charlie Colombo
Title: Executive Vice President
485 Madison Avenue, 3rd Fl.
New York, NY 10022

Tel: (212) 869-1111
Fax: (310) 268-8484

NAME/EMAIL ADDRESS OF AFFIDAVIT CONTACT _____.

Please read the Standard Terms and Provisions set forth on the reverse hereof.



8700 Waukegan Road
 Suite 250
 Morton Grove, IL 60053-2115
 tel 847.583.9000
 fax 847.583.9025
 web www.syndication.net
 email info@syndication.net



Weekly Public Affairs Program

YES! We want INFOTRAK! Start our FREE Service.

CALL LETTERS (s) KMZK AM FM Dial Position(s) 106.9
CLIFTON 401 UNIT #4 KOKOPELLI AVE.
 City of License Street Address
FRUITA, CO 81521
 City, State, and Zip
970-858-8950 970-858-8939
 Telephone Number Fax Number

Syndication Networks Corp. (SNC) shall furnish to Station for broadcasting the weekly Program INFOTRAK. Station agrees to broadcast the Program each SUNDAY (day of week) at 5:30 (scheduled air time).

In exchange for the Program, Station agrees to broadcast five (5) minutes of self-contained barter commercial inventory within the Program, as furnished to station by CBC. Station shall return completed Certificates of Performance, as provided, on a timely basis.

Term of this Agreement shall begin on 11-14-11 (start date). This Agreement has no specific end date, however either party may terminate it with thirty (30) days written notice.

In the event of Program pre-emption, Station shall be permitted to delay broadcast the affected Program to the best available time closest to the actual scheduled time. Station shall complete certificates of performance, as provided, showing Station's carriage of Programs and commercials.

Station agrees that SNC and Success Journal Corporation (SJC) bear no responsibility for any failure or delays in presenting the Programs hereunder, whether resulting from technical difficulties, force majeure, or any other cause. Station shall hold SNC and SJC blameless for any claims, costs or damages resulting therefrom, or for any other cause.

For Station:
[Signature] CHARLES HALL
 Signed Print name
OWNER / WPM 11-9-11
 Your title and company name Date

Office Use Only
For Creative Broadcast

FAX BACK NOW TO 847-583-9025

Or Call 1-800-743-1988 ext. 207
 email: info@syndication.net

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CONTACT: DOUB STAPLES
 DOUB@ROCKKMZK.COM