

Contract Commitments



34506

Contract Number: 34506
GLBU: 43119
Division: WEST REGION
Market/ City/State: K253BV-Oklahoma City, OK NA
Market Code: 140
Currency Code: USD
Station: NA
Vendor Name: The Love Station, Inc
Vendor Address: PO Box 14, Ponca City, OK 74602
Contract Type: LMA/JSA
Inception Date: 10/1/2016
Expiration Date: 9/30/2021
Total Value: 254838
Minimum Payment: 0

New (new translator)

FM TRANSLATOR USE AGREEMENT

THIS FM TRANSLATOR USE AGREEMENT (this "Agreement") is made as of August 26, 2016 between The Love Station, Inc., a non-profit organization ("Love") and iHeartMedia + Entertainment, Inc. ("iHeart").

Recitals

Love holds a License for the following FM translator station (the "Station") pursuant to authorizations issued by the Federal Communications Commission (the "FCC"):

K253AY, Norman, Oklahoma (Fac. ID 148125)

iHeart is the FCC licensee of multiple radio stations. The parties desire that iHeart will allow rebroadcast of an iHeart station on Love's Station. iHeart agrees to provide rebroadcast authority for the specific iHeart radio station in a manner compliant with FCC rules. Such rebroadcast shall be on the terms and conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties agree as follows:

1. Term. The Term of this Agreement (the "Term") shall commence on October 1, 2016 and continue until September 30, 2021, unless earlier terminated in accordance with the terms hereof. This Agreement shall automatically renew every five (5) years for a total of four (4) renewal Terms. Should iHeart not wish to renew for any additional Term a one hundred eighty (180) days written notice must be provided to Love.

2. Channel. During the Term, iHeart shall provide twenty-four (24) hours of daily programming from its station and Love shall make the Station available to iHeart for the rebroadcast of iHeart's station.

3. Payment/Consideration. During the Term, iHeart shall provide to Love the Payment/Consideration of the sum of [REDACTED] per month for the lease of Station. Monthly payments for the Station shall be due and payable on the first (1st) day of each month. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased Three Percent (3%) annually on the anniversary of the first lease. iHeart also agrees to lease to Love at no charge one specific Oklahoma City HD channel for the Term of this agreement as partial compensation for the lease of Station from Love to iHeart. This iHeart HD station will have a city grade signal covering the entire Oklahoma City metro area. iHeart also agrees to add at no charge Love's two networks "The House FM" and "My Praise FM" to the "iHeartRadio - Free Music & Radio Stations" app and the "iHeartRadio for Auto" app.

4. Programs. iHeart shall ensure that iHeart's station programming complies with FCC rules and policies and other applicable law, complies with program standards as in effect from time to time, and does not violate third party rights, including, without limitation, the rights of publicity and privacy. iHeart shall ensure that the programming includes proper station identification announcements in accordance with FCC rules and regulations. iHeart shall cooperate with Love with respect to compliance with applicable FCC rules and policies. iHeart shall not rebroadcast any Programming that disparages or otherwise harms the reputation of Love, the Station or any of Love's employees.

5. Facilities. iHeart shall deliver the programming to the Station's transmission facilities in a manner consistent with the rules and regulations of the FCC. In the event the Station requires equipment and repair, iHeart agrees to pay for all said parts and equipment necessary to maintain the Station in good operating condition. iHeart agrees to provide engineering personnel to carryout said repairs to the Station at no charge to Love.

6. Control. Notwithstanding anything herein to the contrary, at all times Love shall have control over the Station. Nothing set forth herein limits Licensee's right to refuse to broadcast any programming that violates FCC rules or policy or other applicable law or does not comply with Love's program standards or violates third party rights.

7. Termination. If iHeart fails to make a payment under this Agreement when due, then Love may terminate this Agreement by written notice to iHeart. If a party otherwise fails to perform its obligations under this Agreement in any material respect or breaches the representations made by it under this Agreement in any material respect, and such breach or default continues for a period of ten (10) business days after the non-defaulting party provides the defaulting party written notice thereof, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No expiration or termination of this Agreement shall relieve a party of liability for failure to comply with this Agreement prior thereto.

8. Indemnity. Each party warrants that it will indemnify and hold harmless the other party, and its directors, officers, employees, agents and affiliates, from and against any and all liability pertaining to this Station, including without limitation all consequential damages and attorney's fees, arising out of or incident to this Agreement.

9. Representations. iHeart and Love each represent and warrant to the other that it is in good standing in the jurisdiction of its organization and is qualified to do business in the jurisdiction in which the Station is located, it has duly authorized the execution, delivery and performance of this Agreement, this Agreement is binding upon it, and the execution, delivery, and performance by it of this Agreement does not conflict with any other agreement to which it is a party. Love certifies that the Station is in compliance with FCC rules and regulations.

10. Notices. Notices under this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier or facsimile addressed as follows (or such other address as a party may designate by written notice to the other):

If to Love: **The Love Station, Inc.**
P.O. Box 14
Ponca City, OK 74602
Attention: Doyle Brewer, President

If to iHeart: **iHeartMedia + Entertainment, Inc.**
2625 S. Memorial Drive
Tulsa, OK 74129
Attention: Jon Phillips, Market Manager

11. Miscellaneous. This Agreement is subject to the applicable rules and policies of the FCC (some of which are the subject of a pending rulemaking proceeding) and other applicable law. If such rules or policies change in a manner not consistent with this Agreement or a court or governmental authority holds any provision of this Agreement unenforceable, then unless the parties modify this Agreement to comply therewith either party may terminate this Agreement by written notice to the other. Neither party may assign this Agreement, except that Licensee may assign this Agreement to a transferee of the Station who assumes this Agreement in writing. This Agreement shall be governed by the laws of the State of Oklahoma without (should this be "with" instead of "without") regard to principles of conflicts of laws. This Agreement may be signed in separate counterparts, each of which will be deemed a duplicate original. Neither party shall be deemed to be the agent, partner, or representative of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties' respective successors and permitted assigns.

12. Modification of Station. In the event that Love and iHeart agree to relocate the Station, all costs associated with any move shall be borne by iHeart (including equipment and lease costs). All relocations shall be done in full compliance with FCC rules and regulations. If iHeart and Love relocate the Station to a tower owned by iHeart, the Station can remain located on that tower rent free for a period of two (2) years after termination of this Agreement. Love shall have the right to stay for an additional three (3) years at a standard rental rate of \$300 per month. This rental rate shall increase by 3 percent (3%) per year.


[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

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

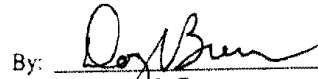
iHeart:

iHeart Media, L.L.C.

By: 
Name: Jon Phillips
Title: VP/Market Manager 9-13-16

Love:

The Love Station, Inc.

By: 
Name: Doyle Brewer
Title: President 9-13-16