



WestwoodOne

AFFILIATION AGREEMENT FOR NBC SPORTS RADIO

This Agreement, dated September 12, 2014 (this "Agreement") is made and entered into by and between Westwood One, Inc. ("WVO"), having offices at 220 West 42nd Street, New York, NY 10036 and Foxfire Comm. Inc ("Broadcaster"), the owner and/or operator of radio broadcast station KJFM-FM ("Station"), whose business address is PO Box 438 Louisiana, MO 63353-0438 and telephone number is 573-754-5102. Station is licensed by the Federal Communications Commission ("FCC") to broadcast in Louisiana ("City of License"). For purposes hereof, the "parties" shall mean Broadcaster and WVO.

I. BROADCAST OF WVO PROGRAMMING

A. Subject to the terms and provisions hereof, WVO hereby grants to Broadcaster the right to publicly perform WVO's radio programming described in this paragraph I.A. (the "Programming") by means of broadcasting over the air from the Station's present transmitting facilities, in analog or digital format, including on an "HD Radio" multicast channel.

Programming(s): NBC Sports News Update. (1) (2)
Days/times Programming will be broadcast on Station: MSu 6a-12m

- (1) If the Programming is NBC Sports Radio Network National Sports Updates, please refer to the rider attached hereto and made a part hereof.
- (2) If there are multiple Programs, please refer to Schedule A for additional detail.

B. Except as otherwise specified in this Agreement, Broadcaster shall be solely responsible for the construction, operation and maintenance of all technical and other facilities necessary or appropriate to receive and broadcast the Programming and commercial announcements covered by this Agreement. WVO will arrange to have the Programming available to Broadcaster by satellite, file transfer protocol ("FTP") or other means. WVO may, at its discretion, provide Broadcaster with equipment by which Broadcaster can receive the Programming by satellite from WVO.

C. Broadcaster shall not transmit the Programming by a translator, booster or synchronous transmitter station without WVO's prior written approval, which may be withheld at WVO's discretion. Notwithstanding the foregoing, translators used for the sole purpose of simulcasting the Programming on an HD channel of the Station shall be permitted; provided WVO is informed in advance in writing of the use thereof. None of the WVO products described herein, including the Programming, may be used by Broadcaster on any other station, including other stations owned or programmed by Broadcaster.

II. TERM

A. The initial term ("Term") of this Agreement shall be for a period of 12 months, beginning on ~~9/29/2014~~ 12/29/2014

B. Subject to the other provisions hereof, this Agreement shall be automatically renewed for successive terms of 12 months (each a "Renewal Term" which shall be included as part of the "Term" if renewed), 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.

C. Notwithstanding anything to the contrary set forth herein, WWO shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Broadcaster for any reason whatsoever, including in the event WWO shall cease to produce and/or distribute the Programming.

D. Broadcaster shall not broadcast or make any other use of the Programming after this Agreement terminates.

III. CONSIDERATION [FOR NBC UPDATES, SEE RIDER FOR NUMBER OF COMMERCIALS TO BE BROADCAST.]

During the Term, Broadcaster shall broadcast the Programming in its entirety, as specified in paragraph I.A. above, including all commercials 1 minute per daypart included in the Programming ("Network Commercials") for a total of 28 minutes per week. Station shall broadcast the Network Commercials only in accordance with a log or schedule provided by WWO, which WWO, will make available to Station via the Internet. If Broadcaster does not broadcast some portion of the Programming on the Station and therefore does not broadcast some Network Commercials on the Station, Broadcaster shall broadcast all such Network Commercials on the Station in a window of 6a-12midnight local, day of show. WWO, will deliver the commercials to Broadcaster in a generally accepted format no less than three (3) business days.

IV. INTERNET STREAMING

A. WWO grants to Broadcaster the right to use the Programming as part of Broadcaster's full-time Internet live simulcast of Station's broadcasts on Station's primary website, including any stream of such website accessible by mobile device (provided such accessibility does not provide any ability to the user to download the Programming or archive any Programming), 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, talent fees and/or union fees. Such use must be free of charge to and for the personal, non-commercial use of visitors to the website, and must not be re-distributed in any manner. WWO may terminate Station's right to transmit the materials licensed hereunder over the Internet upon thirty (30) days prior written notice to Broadcaster.

B. Broadcaster agrees that on all Internet transmissions of Programming, Broadcaster will cover and preempt Network Commercials included in the Programming. Any fee charged to or action taken against WWO in connection with Station's failure to cover and preempt Network Commercials as specified by WWO shall be the sole responsibility of Broadcaster to pay and/or defend.

C. WWO has the right to provide Broadcaster with means that will allow WWO to deliver substitute commercials to Station such that if Broadcaster streams the Programming on the Internet Broadcaster will not have to cover and preempt Network Commercials as specified in paragraph IV.B. above. If WWO provides Broadcaster with such means (or if Broadcaster otherwise has or obtains such means), Broadcaster will utilize it and include WWO's substitute commercials in any Internet streaming of Station's broadcasts as directed by WWO, and will not substitute its own content in place of Network Commercials.

D. WWO disclaims, and Broadcaster and Station hereby waive, any and all warranties with respect to the transmission of the Programming via the Station's website. WWO shall have no liability, whether in contract, tort or otherwise, and Broadcaster and Station hereby waive all claims for any loss, injury, damage or expenses of any kind, arising either directly or indirectly from the transmission of any of the Programming via the Station's website.

V. ADDITIONAL TERMS AND CONDITIONS

A. WWO shall make all content decisions regarding the Programming and may make such additions, deletions or adjustments to the Programming as it deems desirable and consistent with good program practices. Notwithstanding anything to the contrary contained herein, Broadcaster agrees that WWO shall not be liable for any damages, losses, costs, or expenses of any nature whatsoever which Broadcaster may incur in connection with its broadcast of the Programming, including the content contained therein.

B. Within ten (10) days after each standard broadcast week, Broadcaster shall deliver to WWO, on forms provided by WWO via the Internet, complete, accurate and duly executed reports and affidavits ("Affidavits") with respect to Station's broadcasting and/or Internet streaming of the Programming and/or Network Commercials during the immediately preceding broadcast week. Broadcaster shall submit such other reports as may be reasonably requested by WWO concerning the broadcast of the Programming by Station. Upon request, Broadcaster shall submit an additional affidavit provided by WWO, which will be used to generate ratings information for RADAR Surveys or other ratings services. In order to supply the requested information (which generally covers a one-week period), Broadcaster agrees to maintain records noting the exact date and time when Network Commercials were broadcast by Broadcaster. Such records must be maintained by Broadcaster for at least one (1) year following the broadcast. Upon request of WWO, Broadcaster shall install and maintain an AM/FM antenna to each port of its satellite receiver and connect the receiver to the Internet (and maintain such connection) to allow the automatic transmission of such Affidavits to WWO. Failure to so maintain this antenna shall constitute a material breach of this Agreement.

C. Except as specifically described herein, neither Broadcaster nor WWO shall incur any liability to the other hereunder because of WWO's inability to deliver, or Station's inability to broadcast, any or all of the Programming and/or Network 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 Programming. Broadcaster shall nonetheless be responsible for maintaining the Station as fully operational in accordance with the Station's FCC authorizations and shall notify WWO in writing of any omitted broadcast or significantly reduced or impaired broadcast transmissions within ten (10) days of said event. WWO 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 share or ongoing business), Broadcaster will promptly notify WWO, and WWO 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 Programming or Network Commercials supplied 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 WWO will be used only in connection with the transmission of the Programming to and broadcast of the Programming by Station.

F. Except for Programming WWO provides to Station with accompanying express written authorization that Station may record such for subsequent broadcast, Broadcaster shall not cause or permit any reproduction, duplication, recording, rebroadcasting or any other copying of any portion of the Programming, nor may Broadcaster create derivative works of the Programming or make any other use of the Programming except as otherwise expressly provided in this Agreement. Broadcaster shall not alter or remove any copyright management information from the Programming.

G. Notwithstanding anything contained in this Agreement to the contrary, Broadcaster agrees and acknowledges that, in addition to the Network Commercials furnished to Station by WWO pursuant to this Agreement, WWO shall have the right to include in the Programming in-content sponsorship billboards and live sponsor mentions, free of any cost or expense to WWO, or offset by Broadcaster, and such material shall be broadcast by Broadcaster as set forth herein without any alterations, edits or deletions.

H. Upon request of WWO, Broadcaster will install and maintain the necessary equipment so that Station's signal will include the encoding necessary for Station to be monitored by Nielsen's "Portable People Meter" system (or any other comparable technology).

I. 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 Programming and the Network Commercials supplied by WWO and to publicly perform any copyrighted work embodied in the Programming, including, but not limited to, performing rights licenses such as ASCAP, BMI, and SESAC. Broadcaster acknowledges that the Programming is a collective work of which WWO is the author and owner and in which the copyright shall inure solely to WWO without Broadcaster acquiring any rights therein. Notwithstanding WWO's transmission or other distribution of the Programming to Broadcaster, WWO shall retain and own all right, title and interest in and to the Programming, including, without limitation, any copyright in the Programming as a compilation separate from any copyrights in any pre-existing material embodied in the Programming, and including all service marks, trademarks and other proprietary rights relating to the Programming, subject only to Broadcaster's license to broadcast the Programming as provided in this Agreement. Broadcaster agrees to take all actions necessary or requested by WWO to protect and preserve WWO's copyright in the Programming and WWO's service marks, trademarks and other proprietary rights with regard to the Programming.

VI. GENERAL PROVISIONS

A. 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.

B. 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.

C. Benefit; Assignment. This Agreement will be binding on and inure to the benefit of WWO 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 WWO. Broadcaster shall immediately notify WWO at such time as any application is made to the FCC for consent to a 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). A transfer of control shall not terminate Broadcaster's obligations hereunder. Broadcaster acknowledges and agrees that if WWO 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 WWO shall be entitled to the remedies specified herein and otherwise available at law or in equity.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 of 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.

I. 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.

J. 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 WWO and Broadcaster.

K. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but such counterparts will together constitute 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.

L. Confidentiality. The financial terms of this Agreement are confidential and shall not be disclosed by Broadcaster or Station to any third party, except to its financial or legal advisors.

M. 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

A. 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, WWO 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:

1. Broadcaster's failure to perform any of its obligations as specifically provided herein, however, if the default is the non-payment of money due WWO, Broadcaster shall have ten (10) days to cure such failure prior to being deemed to be in default hereunder.

2. Broadcaster changes Station's transmitter location, antenna height, power, frequency, and/or usage of translator or booster stations (except as contemplated in Paragraph 1D hereof), without the prior written consent of WWO.

3. Broadcaster's failure to broadcast the Network Commercials as provided by WWO or its failure to submit Affidavits to WWO 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 the Programming and any other WWO material related to the

Programming. If WWO 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 fees (if any) due WWO, in addition to payment 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 WWO, directly or indirectly, as a result of Broadcaster's breach or default. All remedies of WWO hereunder are cumulative and may be exercised concurrently or separately. No failure on the part of WWO 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 WWO shall not affect or waive outstanding amounts due from Broadcaster to WWO, or constitute an election of remedies. Any extension of time granted to pay amounts due by Broadcaster shall not constitute either a waiver of rights by WWO or the right to any future extension.

B. 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, its predecessors, successors, assigns, and such entities' current, future and former directors, officers, employees and agents from any and all claims, demands, suits, judgments, awards, settlements or other costs or damages, including reasonable attorney's 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 SPECIAL, 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.

WESTWOOD ONE, INC.

By: _____
Name: Dennis Green
Title: Senior Vice President, Affiliate Sales

Foxfire Comm. Inc, on its behalf and on behalf of KJFM-
FM

By: Marianne Everhart
Name: Marianne Everhart
Title: Station Manager

ATTACHMENT 1

Station Contact Information:

Station call sign and address:

KJFM
615 Georgia St.
Louisiana, MO 63353

Key Station Service Contact: Marianne Everhart
Title Station Manager
Telephone 573-324-0303
Email marianne@kjfm eagle102.net

Station City of License: Louisiana, MO
Station Format: Country

Traffic Contact, Terrestrial:

Name: Marianne Everhart
Email: kjfmradioeagle102@yahoo.com
Telephone: 573-324-0303

Traffic Contact, Streaming Media (if different):

Name: Same as above
Email: _____
Telephone: _____

FAX All Pages to WWO at 212-896-5341

RIDER FOR NBC SPORTS RADIO NETWORK NATIONAL SPORTS UPDATES

Network Commercials shall be as follows : 1 Minute per each of four dayparts (4 minutes in the aggregate daily): 6a-10am, 10am-3pm, 3pm-7pm, 7pm-midnight, Monday-Sunday, and each Network Commercial must be aired as an adjacency at the: (i) bottom of the hour NBC Sports Radio Network National Update or (ii) local sports Update.

Station shall broadcast the Network Commercials only in accordance with a log or schedule provided by WWO, which WWO, will make available to Station via the Internet.