

Affiliation Agreement

Texas State Networks
4131 N. Central Expressway, Suite 1000
Dallas, TX 75240

1. **AGREEMENT** made this **27th day of June** between the **Texas State Network** known, hereafter as ("TSN"), and **Trinity River Valley Broadcasting Co.** owner and operator of **KSHN-FM** (Radio Station) in **Liberty, TX** (city/state) known, hereafter as ("Affiliate").
2. TSN will deliver to affiliate TSN program Material defined herein to include, but not limited to: news sports, weather, public affairs programming; coverage of amateur and professional sports events, commercial material including commercial announcement, local tag and identification and credit announcement; public service announcements; and such other radio programming made available from time to time by TSN for broadcast on its affiliated stations. TSN will deliver to Affiliate, via internet of all TSN commercial and promotional announcements and specific broadcast instructions for individual affiliates and the entire network. TSN may, from time to time deliver to via internet of news actualities, which Affiliates may use in its news broadcasts.
3. TSN will deliver to Affiliate and Affiliate shall have access to any and all programs offered on the TSN News Network for the term of this contract.
4. TSN will deliver to Affiliate and affiliate hereby agrees to broadcast TSN Program Material in its entirety which will include commercial announcement positions sold exclusively by TSN, period specified by TSN for the term of this contract.
5. TSN will use reasonable efforts to follow the foregoing transmission schedule, but reserves the right make additions to or deletions from the schedule at any time upon prior to Affiliate, either in writing or by email describe herein.
6. Affiliate will offer affiliate first call in the community of license of Affiliate's station for live broadcast of TSN Program Material. Affiliate agrees to broadcast in its entirety additional TSN Program Material which is offered by TSN and accepted by Affiliate which includes commercial announcement positions sold by TSN. In the event Affiliate does not carry such offered programming, network may offer to another station in Affiliate community of license the additional TSN Program Material.
7. Affiliate will air 107 minutes of commercial inventory per week. Affiliates may air fourteen (14) TSN newscasts (:55 minutes past the hour from 5:55 a.m. – 6:55p.m.) each day Monday through Saturday, four (4) TSN sportscast (7:05:30 a.m.; 8:05:30a.m. and 4:15p.m.; 5:15 p.m.)(Saturday 5:15pm is not required to clear)

Monday through Saturday and to meet the 107 minute requirement. If Affiliate elects to not carry item #7 programming, Affiliate will clear 107 minutes of TSN commercials between 6 a.m. and 7 p.m. Monday –Saturday. No more than 20 minutes of commercials may run on Saturday. Affiliate will be responsible for taking commercial closed circuit feed via internet each week for the following weeks commercial.

8. In the event the sign-on time for Affiliate is later than first transmission of TSN Program Material or its sign off time is earlier than the last transmission of TSN Program Material, Affiliate will carry all missed TSN Commercial material between sign-on and between 3:00 pm and sign-off on the same day, depending on which hours of programming are not broadcast simultaneously with TSN's transmission.
9. Affiliate will add local tag announcement to TSN Commercial Material for local sponsor identification upon request by TSN via internet described herein, at no additional compensation from TSN.
10. All TSN Commercial Material will be provided via the Internet, available at www.tsnaudio.com, including instructions as to local tags and other instructions pertaining to Affiliate as well as general instructions for all TSN affiliates. Affiliate will carry out all instructions therein pertaining to Affiliate. Any and all objections to commercial material will be deemed waived if not made within three (3) days prior to the date of the broadcast. In the event Affiliate timely notifies TSN of a bona fide objection to specific commercial material, TSN will have the right to substitute other commercial material.
11. Affiliate will broadcast all TSN newscast and sports cast at the times set forth in this agreement. Affiliate may broadcast TSN Program Material at other times with the prior written consent of TSN. Any broadcast at times other than those specified herein or failure to broadcast TSN Program Material must be reported IMMEDIATELY, and on weekly Affidavits of Performance, as describe herein.
12. Affiliate will be excused for failure to carry TSN program material only if (i) is not received or broadcast by affiliate due to technical failure, labor disputes, Act of God or other circumstance beyond the control of Affiliate (in which event Affiliate will notify TSN IMMEDIATELY by telephone of any failure to receive program material from TSN); or (ii) if preempted by Affiliate to permit it to broadcast another program of greater local, national or international importance. In the event of any such failure to broadcast pursuant to (i) or (ii) of this paragraph, Affiliate will provide TSN with "make-goods" of all commercial material at times and dates approved by TSN and will notify TSN of times and dates of make-goods in the Affidavits of Performance.
13. TSN will provide affiliate with Weekly Affidavit of Performance for the following weeks programming via internet Affiliate must complete and return all pages of Affidavit of performance to TSN at the end of each broadcasting week. Affiliate will,

in its Affidavit of Performance, accurately and truthfully list all delayed broadcast or all failures to broadcast pursuant to this agreement or as otherwise instructed or delayed or failures to broadcasts local tag announcement or to following instruction provided on TSN website, tsnaudio.com. Affiliate will certify that, except as set forth therein, all TSN Program Material was broadcast and that all local tags were properly made as provided therein on www.tsnaudio.com

14. TSN will use reasonable efforts to deliver TSN Program Material and downloadable material on www.tsnaudio.com hereunder. In the event of any failure to deliver TSN Program Material including but not failure of facilities, labor disputes, government rules regulations, Act of God, or any other cause beyond the control of TSN, TSN shall have no liability to Affiliate.
15. The term of the agreement shall commence **6/27/16** and continue for a period of one (1) years. After the first year, agreement will automatically renew unless written notice of intent to cancel is received by TSN via certified mail 90 days to anniversary date. Agreement may be terminated by TSN via certified mail to Affiliate 90 days prior to anniversary date. In the event Affiliate fails to meet any of the terms above, TSN is entitled to collect from Affiliate for the balance of commercials not run. Should Network fail to meet any of the above terms, Affiliates may run the balance of Network program without network inventory.
16. Affiliates agrees to maintain and pay for all music performance rights and licenses, those with ASAP, BMI and SESAC. TSN will have no liability whatsoever in connection with music performance rights.
17. Affiliates agrees to broadcast TSN Program Material only as permitted by this agreement, and may not cut, alter or re-use, or permit others or re-use any TSN Program Material provided hereunder, without the prior written consent of TSN.
18. In the event Affiliate decides to change the transmitter location, studio location, power, frequency, hours of operation, call letters, or program format of its station, Affiliate will notify TSN within five (5) days of filing of any application or other notification with the FCC. If TSN determines, at its sole discretion, that such changes will or have caused the station to be less value as an affiliate, TSN may terminated this agreement with 30 days prior written notice.
19. In the event Affiliate fails to perform any of the terms of this agreement, including but not limited to failure to return all Affidavits of Performance in the time specified herein, or add local tags following instructions on www.tsnaudio.com, TSN may, in addition to such other legal rights as it may have, cancel this Agreement effective immediately or on such other date selected by TSN. In the event TSN elects to seek judicial relief for any reason under this agreement, Affiliate and TSN agree that venue shall be in court in Dallas County, Texas.

20. TSN will indemnify and hold harmless Affiliate from and against any all claims, damages, liabilities, costs and expenses including reasonable attorney's fees arising out of broadcast of any TSN Program Material (other than news on www.tsnaudio.com provided to Affiliate for use at Affiliate's discretion) in accordance with the terms of this agreement. Affiliate will indemnify and hold TSN harmless from and against any and all fees or claims arising out of the broadcast of any commercial or other local material inserted by Affiliates or any use of the TSN Program Material hereunder contrary to the terms of this agreement.
21. TSN agrees to provide Affiliate any information which it has acquires knowledge of, or which is disclosed to it, as to money, service or valuable consideration which any person has paid or accepted, or agreed to pay or accept, for the inclusion of any program matter in any program. This inclusion of an appropriate announcement in a program shall constitute the disclosure to Affiliate required in Title 47 U.S.C 507.
22. This agreement, or any part hereof, may be amended or supplemented form time to time, but only in writing signed by both parties
23. This agreement shall be assignable by TSN and by Affiliate with the prior written consent of TSN and Affiliate.
24. Should Affiliate sell station, this agreement shall be assumed by new owner.
25. All rights not specifically granted herein are reserved and retained by TSN.
26. Affiliate agrees to purchase and maintain at its sole cost a 12'-14' foot satellite dish to receive TSN transmission from Galaxy 16 satellite or any other designated satellite which transmits TSN programming material.
27. This agreement cancels and supersedes any and all prior agreements.

ACCEPTED:


For the Network
Texas State Networks

Date

27 June 16


For the Station

Trinity River Valley Broadcasting Co.

Date

27 June 2016