

# premiere NETWORKS

## FOX SPORTS RADIO NETWORK LICENSE AGREEMENT

1. Effective on 4/3/2017 ("Effective Date"), Station KGGG-AM (1340) that is owned and operated by Steckline Communications Inc (hereinafter referred to as "Licensee"), whose address is 609 E Kansas Plaze, Garden City, KS, 67846-5767 hereby agrees to become Licensee for the FOX SPORTS RADIO NETWORK ("Network"), provided by Premiere Networks, Inc. ("Licensor"), whose address is 15260 Ventura Boulevard, Suite 300, Sherman Oaks, CA 91403-5339.

2. **COMPENSATION:** Licensee agrees to air the four (4) national barter minutes per hour within each hour of Network programming Licensee is contracted to broadcast per the attached License Agreement Addendum. Licensee agrees to provide its assignment of time in the same manner afforded to cash purchasers of broadcast time and in accordance with broadcast orders submitted. Commercial units due to Licensor are not pre-emptible.

Licensee is responsible for airing all national barter minutes contained within each hour of Network programming Licensee is contracted to broadcast per the attached License Agreement Addendum including all national barter minutes preempted for national or local play by play sporting events. Any national barter minutes preempted for play by play must be made good within the same or better daypart as the original preemption and within one week of the preemption or within the advertiser's commercial schedule, whichever is sooner.

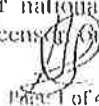
3. **COMMERCIAL CLEARANCE REQUIREMENT:** Licensee understands and agrees to schedule and broadcast ONLY the national commercial inventory that is provided by Licensor regardless of whether identical commercial copy is on hand and/or is provided by another source be it another radio network and/or local advertiser and/or national advertiser. This is mandatory due to a watermark embedded within each national commercial that allows commercial monitoring by outside sources that provides proof of broadcast by local radio stations to national commercial advertisers.

4. **REBROADCAST:** Subject to the terms of this Agreement, Licensee acknowledges that all rights and interest in and to the Network are and shall remain the exclusive property of Licensor. Licensee shall not without written authorization from Licensor, copy, duplicate, rebroadcast, or reproduce any Network materials furnished hereunder. No portion of any Network hour may be edited, deleted, altered, or juxtaposed in any way at any time. Furthermore, and for the avoidance of any doubt, Licensee shall not remove any silent or what may appear to be unused portion of the as-delivered Network Programming, or alter the speed of any portion of the Network Programming for any reason whatsoever, including in an attempt to create additional time in which to sell advertising (often referred to as "Cashboxing"). No clips, sound bites, liners, or any Network material may be used in any other Network. 20-second or less clips may be used in on-air show promotional announcements.

5. **TERM:** This Agreement shall commence on 4/3/2017, and shall continue unless terminated by either party with ninety (90) days written notice at any time. Should Licensee decide to cancel the Network, all network programs Licensee is contracted to broadcast, per the attached License Agreement Addendum, and all national barter minutes contained therein, shall continue to air in the appropriate dayparts for the duration of the ninety (90) day period, or until Licensor replaces Licensee within the market, whichever is of shorter duration. This agreement is transferable and enforceable in the event Licensee is sold.

6. **PROOF OF PERFORMANCE:** Immediately after the end of each broadcast week, Licensee shall submit to Licensor, complete and accurate affidavits setting forth proof of broadcasting for national sponsor commercials. Affidavits are to be submitted by Licensee electronically via the Internet to Licensor.

FOX Sports Radio Network License Agreement

Licensee's Initials: 

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forms provided by Licensor via the Internet. If Licensor fails to make timely delivery of the Network, or any portion thereof, for any reason beyond its control, such failure shall not be deemed a breach or violation of the terms of this Agreement.

Should Licensee breach any term or condition of this Agreement (e.g., failure to (a) broadcast the Network during the time specified, (b) broadcast a national barter commercial during the scheduled broadcast of the Network, (c) submit complete and accurate affidavits of performance for any two (2) broadcast weeks, consecutive or non-consecutive, within a twelve (12) month period), Licensor may, in addition to other rights it may have, immediately without further notice, terminate this Agreement and have no further obligations to Licensee.

7. MARKET EXCLUSIVITY: So long as Licensee is not in material default hereunder, this License to broadcast the Network shall be Market-Exclusive to Licensee during the term hereof for the Station's City of License in which the Licensee is located (the "Exclusive Territory"). In the event of a conflict with Licensee's Exclusive Territory, Licensor shall utilize commercially available reasonable efforts to restrict or otherwise limit the impact caused by the other station from operating within the Exclusive Territory. At the time of execution of this License Agreement, Licensee's City of License is Garden City, KS.

8. PERFORMANCE ROYALTIES: Licensee shall be solely responsible for the payment of any public performance music licenses or royalty payments which may be required to be paid to any party such as BMI, ASCAP, SESAC, or any like organization on account of the broadcast of any music contained in the Network.

9. CHANGES IN LICENSEE'S COVERAGE AREA: If Licensee makes a technical modification which changes the coverage area in any respect, Station shall notify Licensor no less than thirty (30) days prior to the effective date of any such modification and Licensor may, upon 2 weeks' notice, terminate this Agreement if Licensee's coverage area modification infringes upon Network market exclusivity which Licensor has granted to any other radio station. Licensor may assign this Agreement to any party and Licensee shall have the right to assign this Agreement to any party acquiring all of the Licensee's assets or stock but in such event, Licensee shall not be relieved of its obligations hereunder.

10. MERCHANDISING RIGHTS: No merchandising rights are granted under this Agreement. Station may make no use of the Network, or the names and likeness of any of the Network's hosts, which are not specifically authorized herein, without written approval of Licensor.

11. INDEMNIFICATION: Licensee hereby indemnifies and holds Licensor harmless, from and against any and all claims, damages, liabilities, costs and expenses arising out of the broadcast of the Network distributed by Licensor. Licensee knowingly and willfully assumes any and all claims, damages, liability, costs and expenses arising from the broadcast by Licensee of any Network Program, or material excerpted from the Network.

12. CONFIDENTIALITY: Licensee agrees not to, either during or after the Term of this Agreement, directly or indirectly disclose, divulge, render or offer any information concerning the content or negotiations of this Agreement, except as required by process of law.

13. RIGHT OF FIRST REFUSAL: Licensee shall have the right to match any offer made to Licensor by any station within Licensee's market area, as defined herein, to carry a minimum of ten percent (10%) additional hours of FOX SPORTS RADIO programming each week. Should Licensee decline to increase the number of hours Licensee broadcasts weekly, Licensor may cancel this Agreement with notice to Licensee of not less than thirty (30) days.

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14. Licensor and Licensee agree to accept and rely on facsimile transmitted or PDF file, signed documents as if they bore original signatures.

15. This Agreement shall be governed by the laws of the State of California.

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

Licensor: Premiere Networks, Inc.

Licensee: KGYS AM

By: 

Peter Tripi  
SVP Affiliate Relations

By: 

Printed Name: Greg Stockline

Title: President

Date: 3/16/17

Date: 3/13/17

*(Please provide us with the following information)*

\*\*Traffic/Continuity Director Name: Lisa Bryce

\*\*Traffic/Continuity Director's Email: Lbryce@meandradio.com

\*\*Traffic/Continuity Dept. Phone #: 316-721-8484

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## FOX SPORTS RADIO NETWORK LICENSE AGREEMENT ADDENDUM

Effective 4/3/2017, Station KGG5-AM, hereby agrees to broadcast the FOX SPORTS RADIO NETWORK during hours marked with an "X" in the chart below:

**Monday**

12a	1a	2a	3a	4a	5a	6a	7a	8a	9a	10a	11a	12p	1p	2p	3p	4p	5p	6p	7p	8p	9p	10p	11p
x	x	x	x	x	x	x	x										x	x	x	x	x	x	x

**Tuesday**

12a	1a	2a	3a	4a	5a	6a	7a	8a	9a	10a	11a	12p	1p	2p	3p	4p	5p	6p	7p	8p	9p	10p	11p
x	x	x	x	x	x	x	x										x	x	x	x	x	x	x

**Wednesday**

12a	1a	2a	3a	4a	5a	6a	7a	8a	9a	10a	11a	12p	1p	2p	3p	4p	5p	6p	7p	8p	9p	10p	11p
x	x	x	x	x	x	x	x										x	x	x	x	x	x	x

**Thursday**

12a	1a	2a	3a	4a	5a	6a	7a	8a	9a	10a	11a	12p	1p	2p	3p	4p	5p	6p	7p	8p	9p	10p	11p
x	x	x	x	x	x	x	x										x	x	x	x	x	x	x

**Friday**

12a	1a	2a	3a	4a	5a	6a	7a	8a	9a	10a	11a	12p	1p	2p	3p	4p	5p	6p	7p	8p	9p	10p	11p
x	x	x	x	x	x	x	x										x	x	x	x	x	x	x

**Saturday**

12a	1a	2a	3a	4a	5a	6a	7a	8a	9a	10a	11a	12p	1p	2p	3p	4p	5p	6p	7p	8p	9p	10p	11p
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x

**Sunday**

12a	1a	2a	3a	4a	5a	6a	7a	8a	9a	10a	11a	12p	1p	2p	3p	4p	5p	6p	7p	8p	9p	10p	11p
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x

Total number of Network hours broadcast by Licensee each week: 123

Licensee agrees to abide by all of terms of the Agreement as stated. Licensee may not revise or change its schedule of Network programming without prior written authorization from Licensor. Failure to notify Licensor of any changes to its schedule of Network programming may result in a breach of the Agreement by Licensee and could result in termination or other action by Licensor.

Accepted by:

By:   
KGG5-AM

Date: 3-13-17

By:   
FOX SPORTS RADIO/PREMIERE NETWORKS

Date: 3/14/17



## PROGRAM LICENSE AGREEMENT

### THE DAN PATRICK SHOW

1. Effective February 27, 2017, KGGS whose address is , 1632 Maiz Rd Wichita KS, hereby agrees to become a Licensee for THE DAN PATRICK SHOW ("Program"), produced by LABC Productions, LLC ("Licensor"), whose address is 2260 E. Imperial Hwy, El Segundo, CA 90245.

#### 2. CLEARANCE OF PROGRAM

Licensee agrees to air the Program in its entirety with five (5) national barter minutes per hour, for a total of fifteen (15) national barter minutes per Program, per day of broadcast. The Program shall air 8a-11am (CT), Monday through Friday. National barter minutes are for Licensor's exclusive use and are not pre-emptible unless otherwise noted herein.

In addition, Licensee agrees to air the: 60 ("Feature") *Above the Noise*, with one (1) 60 second national barter commercial per Feature, Monday-Friday between 8:00am and 7:00pm. The Feature shall air at \_\_.

#### 3. BROADCAST OF PROGRAM

Use of the Program by Licensee is only for terrestrial radio broadcast within Licensee's market coverage area set forth below (the "Market") and Internet streaming on Licensee's website. Any unauthorized use or transmission will be deemed, among other things, a material breach of this Agreement and an infringement on Licensor's proprietary rights in the Program. In the event of such an unauthorized transmission or broadcast, Licensor shall be entitled to all remedies, legal and/or equitable, against Licensee including the right to obtain an injunction against Licensee without the necessity of posting a bond. Licensee will not authorize, cause, permit or enable anything to be done whereby any Program or segment thereof may be recorded, duplicated, sold, transferred, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by Licensee as specifically provided in this Agreement.

#### 4. REBROADCAST

In addition, after the Program is initially broadcast, Licensee is granted the limited right to air the Program(s), with commercials inserted by Licensee prior to 12:00 midnight on the same day the Program is originally aired. Commercials used in connection with the re-broadcast may not be of a content or subject matter which is likely to cause damage to the goodwill of Licensor or the Program.

In consideration for entering into this Agreement, Licensee shall broadcast the Program(s) as produced and provided by Licensor in its/their entirety, inclusive of the commercials provided by Licensor. Licensor reserves the right to substitute hosts because of, among other things, host's unavailability due to illness or vacation.

Licensor shall have the right to designate exclusive national sponsors for which Licensee may not air advertisements of competitors within the Program or within the same commercial stopset during or immediately prior to or after the Program. Local commercials may not be of a content or subject matter which is likely to cause damage to the goodwill of Licensor or the Program, as determined in Licensor's sole discretion.

Licensee agrees to provide its assignment of time in the same manner afforded to cash purchasers of broadcast time and in accordance with broadcast orders submitted. Commercial units due to Licensor may not be preempted.

5. USE OF PROGRAM/TALENT NAME

Licensor hereby grants Licensee the limited right to use THE DAN PATRICK SHOW (the "Mark") and Dan Patrick (the "Name") or Dan Patrick's image or likeness in the form permitted by Licensor solely in connection with Licensee's promotion of the Program during the Term. Licensee shall provide Licensor with examples of each use of the Mark, Name and/or Dan Patrick's image or likeness for Licensor's review and written approval prior to any use.

6. PROGRAM OWNERSHIP

Subject to the terms of this Agreement, Licensee acknowledges that all rights and interest in and to the Program (including, but not limited to the Mark, Name, image or likeness) are and shall remain the exclusive property of Licensor. Licensee shall not, except as provided herein, without written authorization from Licensor, copy, duplicate, rebroadcast or reproduce any Program or network commercials furnished hereunder.

7. COMMERCIAL SCHEDULING REQUIREMENTS

Licensee understands and agrees to schedule and broadcast **ONLY** the national commercial inventory that is provided by Licensor regardless of whether identical commercial copy is on hand and/or is provided by another source be it another radio network and/or local advertiser and/or national advertiser. Should Licensee broadcast any commercial(s) not provided by Licensor, even if the commercial content and copy is identical, such commercial shall be considered as "Not Aired" and Licensee will be subject to schedule "make good" broadcasts of commercials provided by Licensor.

8. TERM

The Term of this Agreement shall commence on the effective date stated above and shall continue for a period of ninety (90) days, at which time Agreement shall continue until either party provides cancellation with written notice of not less than ninety (90) days. Should Licensee decide to cancel the Program, all commercial units shall continue to air in the appropriate dayparts for the conclusion of the ninety (90) days or until Licensor replaces Licensee within the market, whichever occurs first. This Agreement is transferable and enforceable in the event Licensee is sold.

9. PROOF OF PERFORMANCE

Immediately after the end of each week, Licensee shall furnish to Licensor complete and accurate affidavits by Licensee setting forth proof of broadcasting for the Program and national sponsor commercials. Affidavits are to be submitted by Licensee electronically via the Internet to Licensor, to a location designated by Licensor on forms provided by Licensor or otherwise subject to Licensor's approval. Should Licensee breach any material term or condition of this Agreement, Licensor may, in addition to other rights it may have and in Licensor's sole discretion, immediately without further notice, terminate this Agreement and have no further obligations to Licensee and Licensee shall cease all broadcasts and advertising for the Program. If Licensor fails to make timely delivery of any Program for any reason beyond its control, such failure shall not be deemed a breach or violation of the terms of this Agreement.

10. MARKET EXCLUSIVITY

So long as Licensee is not in default or breach hereunder, this License to broadcast the Program shall be exclusive to the Licensee's Metro Survey Area as determined by Arbitron. Exclusivity applies to terrestrial broadcasting only, and shall not apply to Internet, cable or other forms of transmission.

11. PERFORMANCE ROYALTIES/TAXES

Licensee shall be solely responsible for the payment of any public performance music licenses or royalty payments which may be required to be paid to any party such as BMI, ASCAP, SESAC, or any like organization on account of the broadcast of any music contained in the Program. Licensee shall pay all taxes levied on its possession, broadcast use or right to use the material to be supplied hereunder.

12. CHANGES IN LICENSEE'S BROADCAST AREA

If Licensee makes any technical modification which changes Licensee's coverage area, Licensee shall notify Licensor no less than thirty (30) days prior to the effective date of any such modification, and Licensor may, upon two (2) weeks notice, terminate this Agreement if Licensee's coverage area modification infringes upon Program market exclusivity which Licensor has granted to any other radio station.

13. INDEMNIFICATION

Licensee hereby indemnifies and holds Licensor (and its related entities, their respective officers, directors, employees, shareholders and agents) harmless, from and against any and all claims, damages, liabilities, costs and expenses arising out of the broadcast of the Program distributed by Licensor. Licensee knowingly and willfully assumes any and all claims, damages, liability, costs and expenses arising from the broadcast by Licensee of any Program or material excerpted from the Program.

14. FORCE MAJEURE

Neither party will incur any liability to the other hereunder if performance by such party shall be prevented, interfered with or omitted due to reasons beyond its reasonable control, including, but not limited to: (i) failure of facilities, (ii) labor disputes, (iii) illness, (iv) Act of God, (v) governmental action, or another similar cause beyond the control of the party so failing to perform. Neither party shall be liable to the other for claims by third parties for failure to operate facilities or supply programs for broadcasting. Licensor may, in its sole discretion, substitute a program which it deems of public importance for the regularly scheduled Program.

15. CONFIDENTIALITY

Licensee agrees not to, either during or after the Term of this Agreement, directly or indirectly disclose, divulge, render or offer any information concerning the content or negotiations of this Agreement, except as required by process of law.

16. MISCELLANEOUS

This Agreement is assignable by Licensor, and may be assigned by Licensee in the event Licensee is sold, provided that Licensor may terminate this Agreement without cause within thirty (30) days of its receipt of notice of any assignment. Any assignment shall not relieve Licensee of its obligations hereunder.

This Agreement shall be governed by the laws of the State of California, and the parties consent to the exclusive jurisdiction of the federal and state courts located in Los Angeles County, California for the litigation of any disputes arising from this Agreement. Licensee agrees to pay all expenses Licensor may incur in connection with the enforcement of any of its remedies under this Agreement, including reasonable attorney's fees. All notices which are permitted or required to be given hereunder shall be given in writing and sent by overnight delivery with receipt signature required, to the parties at the respective addresses set forth in this Agreement.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings of the parties in connection therewith. No change, modifications, or amendments to this Agreement shall be binding unless in writing and signed by both parties. Failure of the party to enforce a provision of this Agreement shall not constitute a waiver

thereof. If any term or provision of this Agreement is held to be unenforceable or invalid for any reason, such term or provision shall not affect the validity of the remainder of the Agreement. This Agreement is executed by individuals authorized to bind the parties they represent.

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

LABC Productions, LLC

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Ken Kohl*

*KEN KOHL*

*Operations Director*

*3/20/17*

LICENSEE: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

*Greg Heckline*  
(Signature on behalf of Licensee)

*Greg Heckline*

*President*

*3-17-17*

*1000 S. ...  
... ..*

**STATION AFFIDAVIT/TRAFFIC CONTACT:**

Affidavit/Traffic Director Name: \_\_\_\_\_

Affidavit/Traffic Director E-Mail: \_\_\_\_\_

*... ..  
... ..*



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## Colin Cowherd - The Herd License Agreement

1. Effective on 4/3/2017, Station KGGS-AM, (1340) ("Licensee"), whose City of License is Garden City, KS and is owned and operated by Steckline Communications Inc, whose address is 609 E Kansas Plaze, Garden City, KS, 67846-5767 hereby agrees to become Licensee for Colin Cowherd - The Herd (the "Program"). The Programs are provided by Premiere Networks, Inc. ("Licensor"), whose address is 125 W 55th St., 21st Floor, New York, NY 10019.

2. **COMPENSATION:** Licensee agrees to air the Program with six (6) national barter minutes, per hour, within the Program for a total of eighteen (18) national barter minutes per Program, per day of broadcast. National barter minutes are for Licensor's exclusive use. The Program, shall air live from 12:00 p.m. to 3:00 p.m. Eastern Time, Monday through Friday. Licensee agrees to provide its assignment of time in the same manner afforded to cash purchasers of broadcast time and in accordance with broadcast orders submitted. Commercial units due to Licensor are not pre-emptible.

3. **COMMERCIAL CLEARANCE REQUIREMENT:** Licensee understands and agrees to schedule and broadcast ONLY the national commercial inventory that is provided by Licensor regardless of whether identical commercial copy is on hand and/or is provided by another source be it another radio network and/or local advertiser and/or national advertiser. This is mandatory due to a watermark embedded within each national commercial that allows commercial monitoring by outside sources that provides proof of broadcast by local radio stations to national commercial advertisers.

4. **BROADCAST:** Unless authorized by Licensor, Licensee shall broadcast the Program in its entirety without deletions or alterations including the national commercials furnished by Licensor, Licensor's network and Program identifications, the Program's promotional material and credits. Furthermore, and for the avoidance of any doubt, Licensee shall not remove any silent or what may appear to be unused portion of the as-delivered Programs, or alter the speed of any portion of the Programs for any reason whatsoever, including in an attempt to create additional time in which to sell advertising (often referred to as "Cashboxing"). Licensee shall, prior to the commencement of the Agreement, be required, at its expense, to obtain necessary equipment in order to receive satellite transmission of the Program.

5. **REBROADCAST:** Subject to the terms of this Agreement, Licensee acknowledges that all rights and interest in and to the Program is and shall remain the exclusive property of Licensor. Licensee shall not, without written authorization from Licensor, copy, duplicate, rebroadcast, webcast or reproduce any materials from the Program, furnished hereunder. No portion of the Program may be edited, deleted, altered or juxtaposed in any way at any time. No clips, sound bites, liners or any material from the Program may be used in any other program. 20-second or less clips may be used in on-air Program promotional announcements. In no case may Licensee extract from the Program any music, music beds or sounders.

6. **TERM:** This Agreement shall commence on 4/3/2017, and shall continue unless terminated by either party with ninety (90) days written notice at any time. Should Licensee decide to cancel the Program, the Program and all commercial units for the Program, shall continue to air during the times specified in Paragraph 2 of this Agreement for the duration of the ninety (90) day period, or until Licensor replaces Licensee within the market, whichever is of shorter duration.

7. **PROOF OF PERFORMANCE:** Immediately after the end of each broadcast week, Licensee shall submit to Licensor, complete and accurate affidavits setting forth proof of broadcasting for national sponsor commercials.

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Affidavits are to be submitted by Licensee electronically via the Internet to Licensor, on forms provided by Licensor via the Internet.

If Licensor fails to make timely delivery of any Programs for any reason beyond its control, such failure shall not be deemed a breach or violation of the terms of this Agreement. Should Licensee breach any term or condition of this Agreement (e.g., failure to (a) broadcast the Programs during the time specified, (b) broadcast a national barter commercial during the scheduled broadcast of the Programs, (c) submit complete and accurate affidavits of performance for any two (2) broadcast weeks, consecutive or non-consecutive, within a twelve (12) month period), Licensor may, in addition to other rights it may have, immediately without further notice, terminate this Agreement and have no further obligations to Licensee.

8. MARKET EXCLUSIVITY: So long as Licensee is not in default hereunder, this License to broadcast the Programs shall be exclusive to Licensee during the Term hereof for the Licensee's City of License. All rights to the Programs other than those expressly granted hereunder to Licensee are hereby expressly reserved to Licensor.

9. PERFORMANCE ROYALTIES: Licensee shall be solely responsible for the payment of any public performance music licenses or royalty payments which may be required to be paid to any party such as BMI, ASCAP, SESAC, or any like organization on account of the broadcast of any music contained in the Program.

10. CHANGES IN LICENSEE'S COVERAGE AREA: If Licensee makes a technical modification which changes the coverage area in any respect, Licensee shall notify Licensor no less than thirty (30) days prior to the effective date of any such modification and Licensor may, upon two (2) weeks' notice, terminate this Agreement if Licensee's coverage area modification infringes upon the Program's market exclusivity which Licensor has granted to any other radio station.

11. ADVERTISING MATERIALS: Licensor shall provide Licensee with generic print and pre-approved likeness materials for the promotion and advertising of the Program. In the event that Licensee wishes to use their own creative materials, they shall first submit material(s) to Licensor for written authorization.

12. INDEMNIFICATION: Licensee hereby indemnifies and holds Licensor harmless, from and against any and all claims, damages, liabilities, costs and expenses arising out of the broadcast of the Program distributed by Licensor. Licensee knowingly and willfully assumes any and all claims, damages, liability, costs and expenses arising from the broadcast by Licensee of any Program or material excerpted from the Program.

13. CONFIDENTIALITY: Licensee agrees not to, either during or after the Term of this Agreement, directly or indirectly disclose, divulge, render or offer any information concerning the content or negotiations of this Agreement, except as required by process of law.

14. ASSIGNMENT: In the event Licensee is sold, this Agreement may not be assigned without the written consent of Licensor and in no event, shall any such assignment relieve Licensor of its obligations under this Agreement.

15. Licensor and Licensee agree to accept and rely on facsimile transmitted or PDF file, signed documents as if they bore original signatures.

16. This Agreement shall be governed by the laws of the State of California.

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

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Licensor: Premiere Networks, Inc.

Licensee: KGG5-AM

By: 

By: 

Printed Name: Peter Tripi

Print Name: Greg Steckline

Title: SVP/Affiliate Relations

Title: President

Date: 3/16/17

Date: 3/13/17

*(Please provide us with the following information)*

\*\*Traffic/Continuity Director Name: Lisa Bryce

\*\*Traffic/Continuity Director's Email: Lbryce@maanradio.com

\*\*Traffic/Continuity Dept. Phone #: 316-721-8484

