



GOW MEDIA RADIO NETWORK AGREEMENT

THIS AGREEMENT, entered into this (Insert date of agreement) is between:

THE PARTIES:

(a) GOW MEDIA, d/b/a THE BETR NETWORK (BETR)

Michael J. Sinnott – Vice President, Gow Media
President, TSF Radio Network, LLC
5353 West Alabama, Suite 415
Houston, Texas 77056
(P) 517-927-4570
E-Mail: mike@TheSportsFlash.com

(b) ESPN RADIO – WEPN-AM (AFFILIATE)

Tim McCarthy, Senior Vice President
2 Penn Plaza, 17th Floor
New York, NY 10121
Office: 212-615-3206
Fax: 212-615-3246
E-Mail: Timothy.Mccarthy@espn.com

This agreement is for the radio programming and services of THE BETR NETWORK (BETR).

1. **BETR PROGRAMMING:** BETR will make its programming available to the AFFILIATE to air as needed or desired. By making the programming available to the AFFILIATE, the AFFILIATE can use the programming whenever needed without restrictions
2. **AFFILIATE agrees to will consistently air BETR programming, including but not limited to:**
 - (a) "My Guys in the Desert" with Brent Musburger, Monday-Friday, 6 PM-8 PM;
 - (b) Customized, VSiN Action Updates to air during BetR Network programming on AFFILIATE station, with the option to air the updates throughout the day at any time;
 - (c) Weekly Brent Musburger appearance on AFFILIATE's sister station, WEPN-FM, during Michael Kay's afternoon show at time that is feasible for both parties. In the event Mr. Musburger is unable to make his appearance due to other commitments, i.e. travel for his duties as play-by-play voice of the Oakland Raiders, then VSiN will provide a substitute guest for the show wither that is VSiN host and former NFL executive Michael Lombardi or another VSiN host. This appearance is for the mutual benefit of both parties with no monetary or barter compensation expected for these

appearances by either the NETWORK or AFFILIATE.

*AFFILIATE's discretion defined as whenever affiliate feels appropriate to air during the three-hour time period.

3. AFFILIATE retains the right to preempt BETR programming for local shows, special programming, and/or play-by-play broadcasts.
4. If AFFILIATE wants to add additional BETR programming on a consistent basis – e.g., if the AFFILIATE changes its lineup by removing a local show and substituting a BETR show, then AFFILIATE will notify BETR of this decision.
5. If AFFILIATE plans to consistently pre-empt BETR programming, then AFFILIATE has an obligation to notify BETR of the decision.
6. During BETR programming the AFFILIATE will conform to BETR's broadcast clock. Specifically, AFFILIATE will air 5-minutes, 30-seconds of network inventory during each hour of NETWORK programming.
7. AFFILIATE is responsible for airing the NETWORK commercial inventory only when NETWORK programming airs on AFFILIATE station. When NETWORK programming is pre-empted for any reason, AFFILIATE is not responsible for airing make-good commercials for the preempted programming.

8. AGREEMENT TERM

- a. This Agreement will extend for twelve (12) months from inception, provided, however, that either party will have the right to terminate this Agreement at any time with 30 days written notice.
- b. This Agreement shall be auto-renewed by successive further terms of one year (renewal term) unless a 30-day written notice is provided, pursuant to the terms and conditions stated herein.
- c. Notice of election to terminate this AGREEMENT or not to renew this AGREEMENT from either AFFILIATE or BETR must be in writing, and sent to SBNR or to the AFFILIATE at their respective addresses set forth on the signature page hereto, or at such other address as the parties shall indicate in writing.
- d. AFFILIATE agrees to begin airing BETR programming and the commensurate clearance of network commercial advertising on (Insert day and time AFFILIATE will start BETR programming).

4) GENERAL PROVISIONS

- a) BETR shall make all Network programming decisions, and may make such additions, deletions or adjustments to its programming offerings as it deems desirable and consistent with good program practices, and will make reasonably commercial efforts to advise AFFILIATE sufficiently in advance of said changes to allow for easy accommodation by AFFILIATE.

- b) AFFILIATE will, within 30 days of broadcast week, submit proof of performance affidavits, to BETR electronically, on link, provided by BETR. AFFILIATE and BETR mutually acknowledge that it is BETR 's obligation to provide its advertisers with this information, and that failure by AFFILIATE to submit such reports in a timely fashion or submission of false, inaccurate, or deliberately misleading reports, shall constitute a material default under this Agreement.
- c) Except as provided in this Agreement, neither the AFFILIATE and/or BETR shall incur any liability to the other hereunder because of BETR 's inability to deliver, or AFFILIATE'S inability to broadcast any or all of BETR programs and/or commercials due to failure of facilities, labor disputes, acts of God, or further causes beyond the control of either party failing to broadcast, or deliver.
- d) BETR warrants and represents that it is sufficiently self-insured for errors and omissions including any claims by advertisers having advertising in or in conjunction with the broadcast hereunder of the program(s), and any other person claiming under or through the AFFILIATE, against any and all liability resulting from the broadcast hereunder of the program(s).
- e) AFFILIATE shall indemnify and hold harmless BETR against any and all claims, damages, liabilities, costs and expenses including legal expenses and reasonable counsel fees, arising out of the broadcasting of any material, other than material furnished by BETR hereunder, which AFFILIATE may broadcast in connection with the programs. BETR shall indemnify and hold harmless AFFILIATE against any and all claims, damages, liabilities, costs and expenses including legal expenses and reasonable counsel fees, arising out of the broadcasting of any material furnished by BETR hereunder including but not limited to commercial announcements on behalf of BETR. The foregoing indemnities shall survive this Agreement.
- f) Neither this Agreement, nor the rights and privileges granted to AFFILIATE pursuant to this Agreement, may be assigned to another party by AFFILIATE without the prior written consent of SBNR.
- g) No inducements, representations, or warranties, except as specifically set forth herein, have been made by any of the parties to this Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes and replaces any and all prior Agreements or understandings of any nature whatsoever between the parties. No provision of this Agreement shall be changed, modified or discharged except by an instrument in writing signed by the party against whom such change, modification or discharge is claimed or sought to be enforced.
- h) This Agreement shall be governed by and construed in accordance with the laws of the State of **Texas**, U.S.A., excluding the conflict of laws provisions thereof. In the event that any dispute arises between the parties concerning the terms, interpretation, construction or application of this Agreement, the parties hereby agree and consent to litigate their disputes exclusively in the federal or state courts located in the State of **Texas** and both parties hereby consent to the jurisdiction of such federal or state courts located in the State of **Texas** for such purpose.

Therefore, this Agreement constitutes the entire understanding between the parties and is hereby executed by signature below, on the date as first written herein.

ESPN RADIO - WEPN-AM

GOW MEDIA

A handwritten signature in dark ink, appearing to read "Michael Sinnott". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Tim McCarthy
Senior Vice President
ESPN Radio Group

Michael J. Sinnott
President-TSF Radio Network, LLC
Vice President-Gow Media

DATED:

DATED: 9/5/19