



**GOW MEDIA
RADIO BETR AGREEMENT**

THIS AGREEMENT, entered into this December 10, 2019 is between:

THE PARTIES:

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

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

(b) iHeartMedia – Cleveland (WARF-AM) (AFFILIATE)

Keith Hotchkiss-Region President
6200 Oak Tree Blvd., Suite 400
Independence, OH 44131
Office: 216-520-2600
E-Mail: keithhotchkiss@iheartmedia.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 as needed during vacations, sickness, and other needs. AFFILIATE shall be allowed to include the programming content as a portion of the "audio stream" of the station's webcast on the internet and as part of the simulcast of all of Station's programming on station's dedicated channel on iheart.com which may also be accessed via the iHeartRadio mobile application.
2. **AFFILIATE agrees to will consistently air BETR programming, including but not limited to:**
 - a. Monday thru Friday
My Guys in the Desert w/Brent Musberger 7pm-9pm
The Green Zone 9pm-mid
*No make goods when pre-empted by play by play sports
 - b. Saturday
Lombardi Line 9a-12p
The Green Zone 7pm-9pm
Sunday Preview 9pm-11pm
VSiN Sunday Preview 11pm-mid
*No make goods when pre-empted by play by play sports

c. Sunday

Lombardi Line 9a-12p

The Green Zone 7pm-10pm

Opening Lines w/Matt Youmans 10pm-mid

*No make goods when pre-empted by play by play sports

d. Brent Musberger liners

Station allotment of one page per week (12 point/double spaced)

3. AFFILIATE retains the right to preempt BETR programming for local shows, special programming, and/or play-by-play broadcasts. AFFILIATE is not required to air MAKE GOOD commercials for any preemption of BETR programming.
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 BETR inventory during each hour of BETR programming.

7. AGREEMENT TERM

- a. Either party will have the right to terminate this Agreement at any time with ninety days' written notice.
- b. 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.
- c. AFFILIATE agrees to begin airing BETR programming and the commensurate clearance of BETR commercial advertising on January 27, 2020.

4) GENERAL PROVISIONS

- a) BETR shall make all BETR 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) BETR represents that it has the right to enter into this Agreement with respect to the licensing of the Program and BETR agrees to indemnify and hold AFFILIATE, its officers, agents, employees, successors and assigns free and harmless from any and all claims, costs, and expenses, including reasonable attorney's fees, incurred by AFFILIATE by reason of the breach of the foregoing warranty, provided, however, that BETR shall not be liable for loss of profits or consequential damages of AFFILIATE. BETR agrees to defend at its own expense any action or proceeding arising out of an alleged breach of the foregoing warranty, provided, however, that AFFILIATE shall (a) notify BETR promptly of any such claim or the commencement of any such action or proceeding, (b) delegate complete and sole authority to BETR to defend or settle the same, and (c) cooperate fully with BETR in defense thereof.
 - f) Each party hereto represents, warrants and covenants to the other as follows: (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; and (ii) the execution, delivery and performance of this Agreement by it does not and will not knowingly violate or cause a breach of any other agreement or obligation to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith. BETR further represents and warrants that, with the exception of such consents, licenses and permits required to be obtained by Station pursuant to the terms hereof, the content of the Program and all BETR Commercials supplied by BETR pursuant to this Agreement, and Station's broadcast thereof as permitted hereby: (x) will not violate or infringe the rights of any third parties, including, without limitation, the rights of publicity and privacy, and (y) will comply with all applicable laws, court orders, government regulations or other ruling or regulation of any government agency, including without limitation, all FCC rules and regulations governing obscene or indecent programming content and the Digital Millennium Copyright Act (the "DMCA"), including, without limitation, the DMCA's restrictions on the frequency that an artist and/or song can be streamed within a given time period.
 - g) 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.
 - h) 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.
 - i) 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.

- j) 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.
- k) In accordance with paragraphs 49 and 50 of the United States Federal Communications Commission Report and Order No. FCC 07-217, AFFILIATE will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated, and completed without regard to race or ethnicity.

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

IHEART MEDIA

GOW MEDIA

NAME/TITLE: Keith Hotchkiss-Region President	Michael J. Sinnott, Gow Media-Vice President
DATE: 12/10/19	DATE: 12/10/19

(e) The section headings herein are for the convenience of the parties only and shall be of no legal effect or used in any way in the construction or interpretation hereof.

(f) If any portion of the Agreement shall be held to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Additionally, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar to such former provision as shall be legal, valid and enforceable.

(g) In accordance with paragraphs 49 and 50 of the United States Federal Communications Commission Report and Order No. FCC 07-217, AFFILIATE will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated, and completed without regard to race or ethnicity..



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(517) 927-4570
mike@TheSportsFlash.com



TSF Radio Network, LLC BARTER AGREEMENT VSiN Action Update

THE PARTIES:

(a) TSF Radio Network, LLC (NETWORK)

Michael J. Sinnott

5353 West Alabama, Suite 415

Houston, Texas 77056

(P) 517-927-4570

E-Mail: TheSportsFlash@aol.com or mike@TheSportsFlash.com

(b) iHeartMedia – Cleveland (WARF-AM) (AFFILIATE)

Keith Hotchkiss-Region President

6200 Oak Tree Blvd., Suite 400

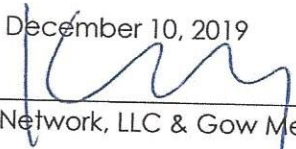
Independence, OH 44131

Office: 216-520-2600

E-Mail: keithhotchkiss@iheartmedia.com

DATE:

December 10, 2019

Signature:  agrees to the provisions of this barter contract with TSF Radio Network, LLC & Gow Media for the delivery of the VSiN Action Updates.

NETWORK agrees to the following:

1. NETWORK agrees to deliver three(3) updates each weekday to AFFILIATE radio stations (WARF-AM);
2. NETWORK retains the opening/closing billboards for the updates as consideration for the delivery of the updates;
3. NETWORK will deliver the updates as a self-contained feature with the commercial included in the reports;



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TERMS AND CONDITIONS

1. **FORCE MAJEURE AND PREEMPTION.** Notwithstanding anything herein to the contrary, AFFILIATE may preempt all or any part of the Program or Network Commercials: (i) in the event of a conflict with any programming which AFFILIATE and/or Station deems, in its sole discretion, to be programming of special national, state or local significance and/or importance to the public interest, (ii) to air play-by-play broadcasting or (iii) if any such Program or Network Commercial violates: (a) applicable law, rule or regulation, including any applicable FCC rule or policy or (b) any of AFFILIATE's and/or Station's standard rules, policies or commercial standards as universally applied by AFFILIATE and/or Station to all cash advertisers, in each case as determined by AFFILIATE and/or Station in its sole discretion. Further, neither party shall be liable hereunder if performance by such party shall be prevented, interfered with or omitted because of an act of God, war, failure of facilities, strike, government or court action, or similar reason beyond the reasonable control of the party the fulfillment of whose obligations is prevented during the period of such occurrence.

2. **STREAMING.** AFFILIATE shall be allowed to include the Program content as a portion of the "audio stream" of the station's webcast on the internet and as part of the simulcast of all of Station's programming on Station's dedicated channel on iheart.com which may also be accessed via the iHeartRadio mobile application (collectively, "iHeartRadio"). AFFILIATE may stream the Program in the same format, including all national commercials, as the Program is furnished to AFFILIATE by Network for radio broadcast provided that any additional rights clearances and/or fees required for such streaming are the responsibility of the AFFILIATE.

3. **LICENSES, TAXES.** Network represents that it has the right to enter into this Agreement with respect to the licensing of the Program and Network agrees to indemnify and hold AFFILIATE, its officers, agents, employees, successors and assigns free and harmless from any and all claims, costs, and expenses, including reasonable attorney's fees, incurred by AFFILIATE by reason of the breach of the foregoing warranty, provided, however, that Network shall not be liable for loss of profits or consequential damages of AFFILIATE. Network agrees to defend at its own expense any action or proceeding arising out of an alleged breach of the foregoing warranty, provided, however, that AFFILIATE shall (a) notify Network promptly of any such claim or the commencement of any such action or proceeding, (b) delegate complete and sole authority to Network to defend or settle the same, and (c) cooperate fully with Network in defense thereof.

4. **REPRESENTATIONS.** Each party hereto represents, warrants and covenants to the other as follows: (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; and (ii) the execution, delivery and performance of this Agreement by it does not and will not knowingly violate or cause a breach of any other agreement or obligation to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith. Network further represents and warrants that, with the exception of such consents, licenses and permits required to be obtained by Station pursuant to the terms hereof, the content of the Program and all Network Commercials supplied by Network pursuant to this Agreement, and Station's broadcast thereof as permitted hereby: (x) will not violate or infringe the rights of any third parties, including, without limitation, the rights of publicity and privacy, and (y) will comply with all applicable laws, court orders, government regulations or other ruling or regulation of any government agency, including without limitation, all FCC rules and regulations governing obscene or indecent programming content and the Digital Millennium Copyright Act (the "DMCA"), including, without limitation, the DMCA's restrictions on the frequency that an artist and/or song can be streamed within a given time period.

5. **INDEMNIFICATION.** Network agrees to indemnify and hold harmless AFFILIATE, its parent and affiliated entities, and their respective officers, agents, employees, stockholders, successors, administrators, and assignees harmless from and against any and all claims, damages, liabilities, costs and expenses (of any nature whatsoever and including attorney's fees) arising out of (i) AFFILIATE's use of the Marks, (ii) Network's breach of any representation, warranty, covenant or other undertaking hereunder, or (iii) the broadcast of the Program distributed by Network or any commercial copy or promotional materials supplied by Network; provided, however, Network shall not be liable for any alterations to the Program or such materials made by AFFILIATE.

6. **MISCELLANEOUS.** (a) This Agreement shall be governed and construed in accordance with the laws of the State of _____ applicable to contracts made and to be wholly performed in that State and without regard to its principles of conflicts of law. In connection with any action, suit or proceeding relating to this Agreement, the parties hereby consent to the exclusive jurisdiction of the Federal and State courts located in Houston, Texas

(b) Notices and other communications hereunder shall be in writing and shall be delivered in person, by prepaid certified mail, return receipt requested or by facsimile transmission to the address of the parties appearing below their signatures on this Agreement. Any such notice or other communication shall be deemed effective when delivered in person, upon receipt, if mailed, as aforesaid, and if sent by facsimile on the day confirmation of receipt is obtained.

(c) This Agreement may not be modified or amended, except by written instrument executed by each of parties hereto. This Agreement constitutes the entire agreement between the parties concerning the subject hereof and no other representations nor agreements, written or oral, exist between the parties concerning such subject matter.

(d) AFFILIATE shall not be entitled to assign its rights or obligations under this Agreement other than to an affiliate or to a party acquiring substantially all of the assets of Station without the prior written consent of Network, which consent shall not be unreasonably withheld.



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4. AFFILIATE has the right to sell local sponsors to the NETWORK reports, and NETWORK anchors will include the AFFILIATE sponsors in the opening and closing billboards of our NETWORK reports. AFFILIATE is responsible for providing accurate copy to the NETWORK.
5. If AFFILIATE sells local sponsors that NETWORK includes in the AFFILAITE updates, then NETWORK will receive commercial inventory on the AFFILAITE, ROS, Monday-Friday, 6A-7P, not to exceed THREE (3) 30-second commercials per day or 1:30 total on each AFFILIATE station that airs the NETWORK updates.

AFFILIATE agrees to the following:

1. Air NETWORK sports report on AFFILIATE radio station;
2. NETWORK will include AFFILIATE sponsors in NETWORK updates, but AFFILIATE is responsible for providing NETWORK with accurate copy and releases NETWORK from any fiduciary responsibility for AFFILIATE commercial.
3. AFFILIATE will provide NETWORK with an affidavit of performance for the airing of NETWORK updates.

Either party will have the right to terminate this Agreement at any time with 90 days written notice.

The terms and conditions attached hereto are a part of this Agreement. NETWORK agrees to abide by AFFILIATE'S commercial policies, provided that the AFFILIATE provides those policies to the NETWORK.

NETWORK agrees to the guidelines contained in this BARTER AGREEMENT. With the above signature of the designated AFFILIATE representative, the AFFILIATE agrees to the terms of this BARTER AGREEMENT.

IHEART MEDIA

TSF Radio Network, LLC

NAME/TITLE: Keith Hotchkiss-Region President	Michael J. Sinnott, Gow Media-Vice President
DATE: December 10, 2019	DATE: December 10, 2019



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