



GOW MEDIA RADIO NETWORK AGREEMENT

THIS AGREEMENT, entered into this (Insert date of agreement) is between Gow Media, d/b/a THE BETR NETWORK (“BETR”) having its principal offices at 5353 West Alabama, Suite 415, Houston, TX. 77056, and CUMULUS MEDIA (“BROADCASTER”), the owner and operator of (WSCO-AM) (“STATION”), whose business address (455 N. Cityfront Plaza Drive, 6th Floor, Chicago, IL 60611) for the streaming radio programming and services of THE BETR NETWORK.

1) BETR PROGRAMMING

- a) BETR will make its programming available to the STATION to air as needed or desired. By making the programming available to the STATION, the STATION can use the programming as needed during vacations, sickness, and other needs.

2) STATION COMMITMENT

- a) STATION will consistently air BETR programming from (SATURDAYS 6:30 PM-8:30 PM or SATURDAYS 7PM-9PM); STATION will air the BETR “Sunday Preview” show (at the “BASE LEVEL”). STATION will have the right to preempt SBNR programming with its local shows.
- b) If STATION wants to add additional BETR programming on a consistent basis – e.g., if the STATION changes its lineup by removing a local show and substituting an SBNR show, then STATION will notify BETR of this decision.
- c) During BETR Programming the STATION will conform to BETR’s broadcast clock. Specifically, STATION will air 5 minutes and 30 seconds of network minutes of inventory each hour of programming.

3) 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 BROADCASTER or BETR must be in writing, and sent to SBNR or to the BROADCASTER at their respective addresses set forth on the signature page hereto, or at such other address as the parties shall indicate in writing.
- d) BROADCASTER agrees to begin airing BETR programming and the commensurate clearance of network commercial advertising on (Insert day and time station 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 BROADCASTER sufficiently in advance of said changes to allow for easy accommodation by STATION.
- b) BROADCASTER will, within 30 days of broadcast week, submit proof of performance affidavits, to BETR electronically, on link, provided by BETR. BROADCASTER and BETR mutually acknowledge that it is BETR 's obligation to provide its advertisers with this information, and that failure by BROADCASTER 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 BROADCASTER and/or BETR shall incur any liability to the other hereunder because of BETR 's inability to deliver, or STATION'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 BROADCASTER, against any and all liability resulting from the broadcast hereunder of the program(s).
- e) BROADCASTER 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 BROADCASTER may broadcast in connection with the programs. BETR shall indemnify and hold harmless BROADCASTER 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 BROADCASTER pursuant to this Agreement, may be assigned to another party by BROADCASTER 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.

CUMULUS MEDIA

GOW MEDIA

A handwritten signature in black ink, appearing to read "Michael Sinnott", is written over a horizontal line.

STEPHANIE TICHENOR
PROGRAM DIRECTOR

Michael J. Sinnott, Gow Media-Vice President

DATED:

DATED:
