



COMPASS MEDIA NETWORKS is pleased to offer to your radio station the rights in your metro-market to broadcast selected **NFL Sunday afternoon games** ("Program"). It is understood that your broadcasts will be subject to all the terms and conditions set forth in this license Agreement. This Agreement is made as of _____, 2009 and is between COMPASS MEDIA NETWORKS (hereinafter referred to as "CMN") whose address is 32 Elm Place Suite 3N Rye, NY 10580 and (call letters) _____ (hereinafter referred to as "Station") located at:

- A. CMN will deliver to Station the Program throughout the 2009-2010 NFL Season. See the attached "2009 Compass Media Networks Intention Forms" (herein referred to as "Intention Form") for current week-by-week schedule of broadcasts.
- B. Station is required to run 100% of the games listed on Intention Form unless Station received written approval from CMN otherwise. If Station does not run 100% of Program and CMN approves such modification, then CMN is free to distribute other games within Stations' metro market.
- C. STATION will not alter Program and will air the entire Program (i.e. - inclusive of pre-game, live-game broadcast, and post-game broadcast as well as all embedded network commercials).
- D. Station will file affidavits online at www.dial-global.com which will act as Station's proof of performance. Station agrees to complete the affidavit within 5 days after the end of each broadcast week. Failure by Station to provide CMN with commercial times via proof of performance affidavits shall entitle CMN to terminate Service and recoup the cost of services rendered.
- E. Station is solely responsible for payment of any public performance music license fees or royalties and will maintain for STATION such licenses, including, but not limited to ASCAP, BMI or SESAC licenses, as are necessary for the broadcast of NETWORK Programs and Commercials. Station further warrants that it has in force Media Errors and Omission insurance for at least \$1,000,000, but no less than the Station carries for other programs, which covers the broadcast of Program supplied.
- F. Station will not accept any advertising for a product or service relating in any way to gambling or sports betting or lotteries in connection with the Programs and will not broadcast or distribute in any medium whatsoever any promotional announcement or informational material for or related to the NFL that includes any reference to or mention of gambling or sports betting or lotteries. The subject matter included within the terms "gambling" and "sports betting or lotteries" as used herein shall include, without limitation, sports books, tout services, line services or other types of "sports information service" whose activities are significantly geared to sports betting; casinos; hotels that include gambling establishments; riverboat gambling establishment; Indian gaming establishments authorized under federal law; and other facilities that house or operate any commercial gambling establishments.
- G. Station is authorized to broadcast Program solely over Station's AM/FM signal and may not distribute Program in any other manner, including Internet streaming. Station agrees that any unauthorized use or transmission, including but not limited to transmission through the Internet, either simultaneous or delayed, will be deemed a material breach of this Agreement and an infringement on CMN's proprietary rights to the Program. In the event of such an unauthorized transmission or broadcast, CMN shall be entitled to all remedies, legal and/or equitable, against Station.



- H. CMN reserves the right to prevent Station from broadcasting selected games due to regional broadcast restrictions imposed by the NFL.
- I. The Term(s) of the Agreement will commence on **9/13/09** and will continue until **1/3/10**. CMN may terminate this Agreement immediately, in the event that (i) the Program is removed from national syndication for any reason, (ii) Station violates any provision of this AGREEMENT and fails to cure such violation within five (5) days after NETWORK gives BROADCASTER notice, (iii) Station violates any material provision of this AGREEMENT and said violation, by its nature, cannot be cured, (iv) Station's City of License is changed, (v) Station has filed false, inaccurate or incomplete information concerning Agreement.
- J. The games set forth on Intention Form are subject to changes, additions and deletions, and local black-out restrictions. Any such changes shall not affect the binding nature of this Agreement.

FOR STATION:

FOR COMPASS MEDIA NETWORKS, LLC:

-----PLEASE COMPLETE-----

OWNER: _____

FREQUENCY: _____

PD: _____

TRAFFIC DIRECTOR: _____

PD EMAIL: _____

TRAFFIC DIRECTOR EMAIL: _____

PD PHONE: _____

TRAFFIC DIRECTOR PHONE: _____

MAILING ADDRESS: _____

City of License: _____

Call Letters of any "repeater" or simulcast frequency: _____