

f

AGREEMENT BETWEEN HERO BROADCASTING, LLC AND PRIME TIME PARTNERS MIAMI, LLC
--

THIS AGREEMENT (“Agreement”), made as of the ___ day of _____ 2015 by and between Hero Broadcasting, LLC, a Delaware limited liability company, having its principal office at 14450 Commerce Way, Miami Lakes, Florida 33016, hereinafter referred to as "HERO", and Prime Time Partners Miami, LLC, a Florida limited liability company with an address at 1020 Nautica Drive, Weston, Florida 33327 (along with its direct and/or indirect subsidiaries, hereinafter referred to as "PTP").

WHEREAS, PTP produces certain audio and video programming (the "Program") and desires to contract for program origination, transmission and traffic services; and

WHEREAS, PTP is the licensee of Class A television station WPMF-CD, Miami, Florida (the “Station”); and

WHEREAS, HERO owns and operates a full service production center and can provide program origination, transmission and traffic services to programmers; and

WHEREAS, HERO owns or leases certain broadcast transmission equipment located in Miami; and

WHEREAS, PTP desires to obtain such services and lease certain such equipment from HERO, and HERO desires to provide such services and lease certain such equipment to PTP upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon receipt of good and valuable consideration specified herein, the parties hereto agree to the specifications, terms and conditions set forth herein.

Section 1
Services and Equipment to be Provided

1.1 Program Origination Service. HERO shall provide to PTP on a fulltime basis program origination services as provided herein. The equipment listed in Appendix I provided by PTP will be utilized to provide this service. HERO and PTP shall be responsible for the following:

- (a) PTP will provide HERO with all program materials.
- (b) HERO will record PTP provided spot elements to the digital video server in a timely manner.
- (c) HERO will maintain a PTP provided library of spot elements in DigiBeta format as a backup to the elements in the video server.
- (d) All spot elements and program tapes are PTP property at all times, and will be returned in a timely manner when requested.

- (e) Outages or interruptions will be reported to PTP within 15 minutes of occurrence. Written reports stating the duration of the outage, cause of the outage, and restoration steps will be delivered to PTP within 24 hours.
- (f) HERO will man its playout facility fulltime.
- (g) PTP's signal, both outgoing from Miami and the "off the air" return shall be monitored fulltime. Additionally, HERO shall take HERO's transmitter readings from the interface (telephone or computer) supplied by PTP.
- (h) HERO shall provide an "As Run" Affidavit report within 72 hours of the close of any active program log(s). Hard copy traffic logs shall be signed on each page by the designated operator as each page is aired and completed. Outages or interruptions shall be indicated on said traffic log.

1.2 Transmission Service. HERO shall transmit the Program to PTP's stations utilizing the fiber capacity. At its sole expense, PTP shall provide the fiber optic circuits and associated equipment for transmission of its program signal from HERO's facility to PTP's stations.

1.3 Traffic Services. HERO will provide traffic service for PTP's video feed as provided herein. HERO and PTP shall be responsible for the following:

- (a) PTP will provide grids for scheduled programs, promotions, and paid commercials to HERO'S traffic personnel.
- (b) PTP will provide detailed information regarding its material. This includes but is not limited to all timing sheets for programs, promotions and any other information required by HERO's traffic personnel to complete on-air logs.
- (c) PTP will be responsible for providing the time of day and placement rules for its on air materials.
- (d) PTP will deliver its information and materials for broadcast in a timely manner. A timely manner is at least 48 hours before the broadcast date except for weekends and holidays. For each HERO observed holiday or weekend day, an additional 24 hours is required.
- (e) HERO will produce on air logs based on the information obtained from PTP.
- (f) Upon PTP's request, HERO will provide As Run Reports and/or Affidavits for all paid commercial materials.
- (g) HERO will deliver all logs and documentation to HERO Master Control Operations.
- (h) HERO will perform all reasonable traffic functions that PTP may request provided that such functions are within the scope of what is required by this Agreement.

- (i) PTP will cover the costs of any additional traffic personal should there be more than six signals.
- (j) PTP agrees to pay for any third party traffic software required.

1.4 Equipment Lease. HERO will lease to PTP certain discrete studio and transmission equipment owned by HERO and used or useful in the operation of the Station.

Section 2

Term and Compensation

2.1 Effective Date. The Effective Date of this Agreement shall be the date that PTP requests in writing that HERO commence providing services and/or access to equipment pursuant to this Agreement (the “**Effective Date**”).

2.2 Term. The term of this Agreement shall commence on the Effective Date and shall continue for one year, unless earlier terminated pursuant to the terms of this Agreement (the “**Initial Term**”). Unless earlier terminated pursuant to the terms herein, this Agreement shall automatically renew for additional periods of one (1) year (a “**Renewal Term**”, and together with the Initial Term, the “**Term**” of this Agreement) unless either party sends written notice of termination to the other, at least ninety (90) days prior to the expiration of the then current Term.

2.3 Charges.

- (a) As consideration for the equipment lease, program origination service, transmission, traffic services and all related technical assistance with respect to up to four (4) origination streams used by PTP or its subsidiaries, PTP shall pay HERO the monthly charge of \$_____ (“**Monthly Payment**”) during the Initial Term of this Agreement, subject to any other pro-rations or revisions set forth in this Agreement. The Monthly Payment in the Renewal Term of this Agreement is subject to an increase equivalent to the Consumer Price Index from the preceding base year or prevailing market rate. The Monthly Payment shall be pro rated for any partial month during the Term. If PTP requires services for more than four (4) origination streams, then the parties shall endeavor to negotiate an appropriate adjustment to the charges to be paid hereunder.
- (b) All charges shall be paid to HERO on the first day of the month within which the service is to be performed or the equipment is to be utilized. Failure of PTP to timely pay the Monthly Payment will be a material breach of this Agreement, and if PTP fails to cure such material breach within three (3) days of receiving written notice from HERO, then HERO at its option may terminate this Agreement or any services provided hereunder by giving written notice to PTP.
- (c) PTP shall pay to HERO a security deposit (the “**Security Deposit**”) of \$_____. The Security Deposit shall be paid upon the execution of this Agreement. Security Deposit shall be applied first to any amounts that may be due to HERO upon any breach or termination of this Agreement. HERO shall return to PTP the Security Deposit, or so much thereof as has not theretofore been applied by HERO in

accordance with the provisions hereof, without interest, within thirty (30) days after the expiration or termination of the Term of this Agreement. HERO is specifically permitted to commingle the Security Deposit with its other funds during the Term hereof.

- (d) Notwithstanding anything herein to the contrary, the equipment lease provisions of Section 1.4 of this Agreement shall survive, at PTP's option, for a period of up to six months following the termination of the remaining provisions of this Agreement. The Monthly Payment during any such period in which only equipment lease is provided shall be \$ _____.

Section 3 **Duties and Obligations**

3.1 Hero Performance.

- (a) HERO shall cooperate with PTP and shall promptly perform such matters as are reasonably necessary to implement this Agreement, including but not limited to, adhering to the technical and operational specifications set forth in this Agreement. HERO shall use reasonable effort to accommodate operational changes instituted by PTP with minimal service interruption.
- (b) HERO shall in the event of a service interruption for any reason, use its best efforts to restore service as quickly as possible, including providing emergency services before service can be restored. PTP shall cooperate with HERO and promptly perform such things that are reasonably necessary to allow HERO to provide reasonable alternative services on an emergency basis and restore the service.
- (c) HERO will not be responsible for the content of any materials provided by PTP including, but not limited to program content, promotions, and paid commercials. All programming decisions are the sole responsibility of PTP.
- (d) During such time as PTP is utilizing equipment owned by HERO pursuant to the terms of this Agreement, such use shall be entirely within the control of PTP, and HERO shall not interfere with such use by PTP.

3.2 PTP Performance. PTP shall cooperate with HERO and shall promptly perform such things as are reasonably necessary to implement this Agreement. It shall be PTP's responsibility to ensure that any equipment used pursuant to this lease in operation of the Station shall comply with all applicable FCC requirements.

3.3 Service Availability and Limitation of Liability. HERO guarantees PTP annual service availability of 99.95% for the transmission services except for interruptions due to PTP's failure to provide program material or schedules; any downtime or other interruption of facilities or services not provided or controlled by HERO (including any event controlled by the force majeure provisions of this Agreement); or any failure of equipment or services supplied by PTP or failure to act by PTP's agents excluding HERO. HERO's sole liability for failure to perform the services herein shall be to provide PTP with pro-rata credit for actual time off-air or a refund of amounts previously paid by PTP for services that were not actually rendered by HERO. In no event

will HERO be liable for extraordinary, special, incidental, consequential, punitive or exemplary damages to PTP or any third party.

Section 4

Programmer's Programming Policies

4.1 Independent Contractors.

- (a) PTP and HERO are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them.
- (b) Neither party is authorized to commit, bind, or speak on behalf of the other, except and only to the extent that it has been specifically authorized to do so in advance from time to time, and unless so authorized, neither party shall perform any act which might result in any third party believing that it is an employee, agent or representative of the other party, or have the power to contract or incur any commitment or obligation for and on behalf of the other party.
- (c) Because PTP and HERO are independent contractors with respect to each other, neither party is eligible for, nor to receive any, employee benefits of the other party. PTP will not withhold any amount attributable to the compensation hereunder for any benefit program or for any municipal, state or federal tax purpose, and HERO shall be solely responsible for fulfilling all such tax obligations, including without limitation, any payroll taxes or state or federal unemployment insurance and social security taxes imposed in connection with the compensation provided hereunder.
- (d) Because HERO is an independent contractor with respect to PTP, HERO shall be responsible for determining HERO's employees' rates of pay, promotions, discipline, fringe benefits, hiring, hours of work, supervision, work rules, vacations, training, uniforms, direction, assignments and day-to-day control of working conditions and operations.

Section 5

Indemnification

5.1 Indemnification. Each of PTP and HERO shall indemnify, defend and save each other and its officers, directors and agents harmless from suits, actions, damages, liability, losses, expenses and causes of action of every nature whatsoever arising from or caused by any negligent or willful act or omission by such party or its officers, agents, employees, representatives or independent contractors in any manner connected with this Agreement or the use of the services including, but not limited to, any claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by the other party by reason of any breach, violation, omission or non-performance of any material terms, covenant or conditions hereof on the part of such party or by reason of any negligent or willful acts or omissions of such party.

5.2 Insurance. PTP, at its own expense, shall obtain and keep in full force and effect at all times during the Term of this Agreement an insurance policy (or policies) written by a company reasonably acceptable to HERO, in an amount of not less than One Million Dollars (\$1,000,000.00) and naming HERO as additional insured, against liability for personal injury or death, property damage, errors and omissions, claims made hereunder and general business claims. The insurance policy must require notice to HERO of any modification or termination of the policy, and PTP must provide to HERO prior to the Effective Date a certificate of insurance showing that such an insurance policy is in effect.

Section 6

Representations and Warranties of the Parties

6.1 Representation and Warranties of PTP. PTP represents and warrants to HERO that:

- (a) This Agreement has been duly authorized by all necessary limited liability company action on the part of PTP and has been executed and delivered by duly authorized officers of PTP and this Agreement constitutes a legal, valid and binding obligation of PTP;
- (b) PTP has and shall continue to have during the Term of this Agreement all necessary contractual rights to carry out the provisions of this Agreement, including but not limited to, obtaining all necessary rights, licenses, clearances and releases; and
- (c) PTP is under no contractual or other legal obligation that shall in any way interfere with its full, prompt and complete performance hereunder.

6.2 Representations and Warranties of HERO. HERO represents and warrants to PTP that:

- (a) This Agreement has been duly authorized by all necessary limited liability company action on the part of HERO and has been executed and delivered by duly authorized officers of HERO and this Agreement constitutes a legal, valid and binding obligation of HERO;
- (b) HERO has and shall continue to have during the Term of this Agreement all necessary contractual rights to provide the services to PTP hereunder; and
- (c) HERO is under no contractual or other legal obligation which shall in any way interfere with its full, prompt and complete performance hereunder.

Section 7

Breach and Termination

7.1 Right of Termination. In addition to other remedies available at law or equity or as specified elsewhere in this Agreement, this Agreement may be terminated by either HERO or PTP by written notice to the other if the Party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following:

- (a) Subject to Section 8.12 of this Agreement below, this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;
- (b) the other Party is in material breach of its obligations or the provisions hereunder (other than a material breach by PTP under Section 2 of this Agreement, for failure to make timely payments, which is subject to the termination provisions stated in Section 2), or is in material breach of any other agreement between the parties, and has failed to cure such breach within thirty calendar (30) days of written notice from the non-breaching Party;
- (c) the mutual consent of the Parties;

7.2 Breach. In the event that PTP fails to cure a breach as provided above in Section 7.1(b) within the stated time, HERO may cease performance of its obligations hereunder without further notice or obligation to PTP, demand from PTP of all sums already due, and seek all other remedies available to it at law and equity. Subject to the cure period stated herein, in the event of PTP's breach of this Agreement, the sum of all payments that would have been due for the remainder of the term of this Agreement had PTP not breached the Agreement as well as payments due for ad hoc and/or occasional services, shall be immediately due and payable upon written demand of HERO. Upon default, PTP shall pay all reasonable attorney fees and costs incurred by HERO in the process of collection. In the event of PTP's default, all sums declared due by HERO shall continue to accrue interest at the rate of 1.5% per month.

Section 8 **Miscellaneous**

8.1 Automatic Revocation of License. Except as otherwise provided, the license to use HERO's facilities shall automatically be revoked without notice upon the expiration or termination of this Agreement. PTP specifically and knowingly waives any rights or privileges afforded under Chapter 83 of Florida Statutes relating to landlord/tenant relationships. Upon such revocation of the license, HERO shall provide PTP a reasonable time frame to retrieve all of its property from the Facility. Any property not retrieved and removed by PTP within the reasonable time frame shall be deemed to be abandoned and title to such property shall be automatically transferred to HERO providing HERO with all attendant rights.

8.2 Ownership. Any and all video and audiotapes and other materials of PTP delivered to HERO hereunder shall remain the sole and exclusive property of PTP, except as provided herein. Except to the extent necessary to fulfill its obligations under this Agreement, HERO shall not record, copy, use, exploit or duplicate any of the tapes or other materials, in whole or in part, and HERO shall take all reasonable precautions to prevent unauthorized uses thereof.

8.3 Force Majeure. HERO shall not be liable for any failure of performance due to causes beyond its commercially reasonable control, including, but not limited to, equipment failure, fires, strikes, labor unrest, embargoes, civil commotion, rationing or other order or requirements, acts of civil or military authorities, acts of God, the unavailability to HERO of the

facilities or services used to provide the services hereunder, or other contingencies beyond the reasonable control of HERO.

8.4 No Waiver. The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance.

8.5 Attorney' Fees to Prevailing Party. In the event either party has reason to bring a claim or action against the other party to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the other party all costs, expenses and reasonable attorneys' fees that may be incurred or paid by such prevailing party. All references in this Agreement to attorneys' fees shall include, but not be limited to, court costs, technical consultant fees and expenses at, before and through all trial and appellate levels and post judgment proceedings and regardless of whether or not any action may be instituted.

8.6 Entire Agreement and Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be modified only by a written instrument executed by the parties. The services being provided hereunder shall be limited to those specifically set forth herein and shall be further limited to the extent that only the equipment listed in the attached Appendix 1 shall be used.

8.7 Titles. Titles of paragraphs herein are for convenience only and shall not in any way limit or otherwise affect the interpretation of this Agreement or any paragraph hereof.

8.8 Notices. All notices required to be given hereunder shall be given in writing (unless otherwise specified herein) and sent by personal delivery, first class mail, overnight courier or facsimile to the following addresses:

If to HERO: Hero Broadcasting, LLC
14450 Commerce Way
Miami Lakes, FL 33016
Attention: Mr. Bob Behar

If to Prime Time: Prime Time Partners Miami, LLC
1020 Nautica Drive
Weston, Florida 33327
Attention: Mr. Jose Rodriguez

Notice shall be deemed given on the day of mailing, personal delivery, sending by courier or facsimile thereof.

8.9 Governing Law. This Agreement shall be exclusively governed, construed and enforced by and under the laws of the State of Florida. Should it be necessary to file a lawsuit to enforce the terms of this Agreement, or which relates to or concerns this Agreement or the rights or obligations hereunder, venue and jurisdiction shall be restricted to the eleventh judicial circuit in the Florida state court system in Miami-Dade County, Florida.

8.10 Survival. All terms and provisions of this Agreement shall, to the maximum extent reasonably necessary to fulfill the intent of the parties hereto, survive the termination hereof.

8.11 Confidentiality. HERO and PTP acknowledge that the terms of this Agreement (including but not limited to, duration of the Agreement and charges for equipment and/or services) are confidential between the parties. Each party shall be responsible for ensuring that such terms are not disclosed to any third party without the express written permission of the other party except (1) to the extent required by the law or legal process, in which case the parties shall seek confidential treatment of the document and the information contained herein, (2) as a part of normal accounting and auditing procedures, (3) to each party's parent company or subsidiaries, or (4) to a bona fide potential purchaser of the applicable business, investment bankers and bona fide potential or actual lenders, provided any such party shall have agreed to keep this Agreement confidential. Additionally, each of PTP and Hero agrees that it will not issue any press release related to this Agreement and/or the services provided herein, without the express written permission and approval of the other. This section shall survive the termination or expiration of this Agreement for a period of five (5) years.

8.12 Partial Invalidity. In the event any clause, or any portion of this Agreement shall be held invalid by any court, such invalid clause or portion hereof shall have no effect upon the validity and enforcement of the other provisions of this Agreement, and the invalid clause, or portion hereof, shall be severed from this Agreement, so that the remaining provisions shall continue to bind the parties hereto.

8.13 Control. PTP shall continue to hold the FCC Licenses for the Station and shall have full control over the programming, personnel, and finances of the Station, and consistent with the terms of this agreement, over all equipment used for broadcast of the Station's signal.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Prime Time Partners, LLC

Hero Broadcasting, LLC

By: _____

By: _____

Date: _____

Date: _____

APPENDIX 1

Master Control Origination Equipment List

2 6 Output Servers
1 DigiBeta VTRs
6 Racks
2 Computers
Various Monitors