

14. OPTION AGREEMENT.

14.1. NORSAN and Licensee have entered into an Option Agreement for the purchase and sale of substantially all of the assets used or held by Licensee in connection with the operation of the Stations (the "Option Agreement"). It is understood and agreed that an application for Commission Consent to the assignment of the FCC licenses of the Stations from Licensee to NORSAN ("Assignment Application") may be filed should the NORSAN exercise the Option.

14.2. Upon FCC approval of the Assignment Application, and consummation of the purchase of the Stations, this Agreement shall terminate, with no further liability of either party thereunder.

14.3. NORSAN understand that if there exists an uncured default on its part that the Licensee, at his discretion, may terminate the Option Agreement subsequent to ten (10) business days written notice of default and the failure to timely cure said default.

14.4. The Parties agree and understand that all LMA Fees paid by NORSAN shall be applied credited to the overall Option Agreement purchase price.

15. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it is legally qualified, empowered, and able to enter into this Agreement, and that this Agreement has been reviewed by its counsel.

16. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by the party against whom the waiver is sought to be enforced, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

17. NO WAIVER; REMEDIES CUMULATIVE. No failure or delay on the part of Licensee or NORSAN in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and NORSAN herein provided are cumulative and are not exclusive of any right or remedies which they may otherwise have.

18. REQUIRED CERTIFICATIONS.

18.1. *By Licensee.* Licensee hereby certifies that it has, and shall maintain ultimate control over the Station's facilities, including specifically control over finances, personnel and programming. The Licensee further certifies that it will not allow the Station to be encumbered by liens, or claims ("Liens") except for liens for taxes not yet due and payable. Licensee represents and warrants that this certification may be relied upon by the FCC as well as by NORSAN.

18.2. *By NORSAN.* NORSAN hereby certifies that the arrangement with Licensee as set forth herein and as contemplated in all aspects of operation is and shall remain in compliance with Subparagraphs (a)(1) and (e)(1) of 47 CFR Section 73.3555 and 47 CFR Section 73.3556, concerning Local Marketing Agreements and duplicated programming. NORSAN represents and warrants that this certification may be relied upon by the FCC, as well as by Licensee.

19. **CONSTRUCTION; COMPLIANCE WITH FCC REQUIREMENTS.** This Agreement shall be construed in accordance with the laws of the State of Florida other than the choice of law provisions of such state, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations and policies of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted. The parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for brokerage agreements and agree that they shall negotiate in good faith to meet any FCC concern with respect to it if they are incorrectly interpreting current FCC policy or that policy is modified. If the parties cannot agree to a modification or modifications deemed necessary by either party to meet FCC requirements, the termination provisions of Paragraph 20 below shall apply. The parties further agree that they will submit to the FCC a copy of this agreement as soon as practicable after execution so that the FCC will be aware of the parties' plans.

20. **TERMINATION.** This Agreement may be terminated if:

20.1. the FCC advises it to do so to comply with the FCC's rules or policies;

20.2. this Agreement is terminated subsequent to ten (10) business days written notice and failure of defaulting party to timely cure said default because of an

Event of Default by the other party, and the party giving notice of termination is not itself in material default thereunder;

20.3. this Agreement is terminated as a result of the consummation of the sale of the assets and licenses of the Station pursuant to the purchase agreement between the parties.

21. REVENUE COLLECTION.

21.1. Upon the expiration of this Agreement or early termination as provided in Section 20 above, all income received by Licensee subsequent to such termination or expiration which is in payment for advertising sold by NORSAN during the term of this Agreement shall be paid to NORSAN by Licensee every thirty (30) days together with an accounting thereon for a period of one hundred twenty (120) days.

22. HEADINGS. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

23. SUCCESSORS AND ASSIGNS. This Agreement may be assigned by Licensee to an assignee or transferee of the FCC License for the Station. NORSAN may not assign this agreement.

24. COUNTERPART SIGNATURES. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the same original or the same counterpart.

25. EFFECTIVE DATE. The Effective Date of Programming produced by NORSAN shall begin at 12:01 a.m. on January 1, 2014.

26. NOTICES.

26.1. Any notices to be given under this Agreement by either party to the other may be effected by certified mail, postage prepaid with return receipt requested, or by USPS Express air service, overnight air courier service or same day delivery service. Notices shall be addressed to the parties at the addresses given below, but each party may change its address by written notice in accordance with this paragraph.

If to Licensee:

Gregory Perich, President
WJXR, Inc.
28 West MacClenny Ave.
MacClenny, FL 32063

If to NORSAN:

Norberto Sanchez, President
Norsan WJXR, LLC
1830 Sugarloaf Club Drive
Duluth, GA 30097

26.2. Notice shall be deemed to have been given three (3) business days after mailing if sent by registered or certified mail, or on the next business day if sent by USPS express mail, overnight air courier, or same day delivery service. Notification by telephone facsimile shall not constitute Notice for purposes of this Section.

27. **ENTIRE AGREEMENT.** This Agreement, including all attachments hereto, embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless made in writing and signed by the parties.

28. **SEVERABILITY.** If any provision or provisions contained in this Agreement is held to be invalid, illegal or unenforceable, this shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained therein.

29. **NO JOINT VENTURE.** The parties agree that nothing herein shall constitute a joint venture between them. The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

-[SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the Year and Date first above written.

WJXR, Inc.

Witness

Gregory Perich, President

Norsan WJXR, LLC

Alfonso V. Menial

Witness



Norberto Sanchez, Managing Member

PAYMENTS AND FEES

1. **Monthly LMA Fee:** The LMA monthly fee ("LMA Fee") amount is \$10,000.00 per month. In the event of Station purchase by NORSAN, as LMA Fees paid shall be applied to the overall purchase amount.
2. **Reimbursements:** NORSAN agrees to reimburse Licensee for utilities to the transmitter site, transmitter site rent, and general maintenance and repair of the Station. NORSAN shall make any reimbursement payment to Licensee within ten (10) business days of written request by Licensee.
3. **Refunds and Payment Credits**
 - (a) Provided NORSAN is not in breach of this Agreement, NORSAN shall be entitled to a credit against the next month's regular guaranteed payment due to Licensee, or, in the event of termination as provided for in the Agreement, a partial, *pro rata* refund of the past month's regular payment, for all broadcast time utilized by Licensee, or otherwise not made available to NORSAN, as follows:
 - (i) Where Licensee preempts the programming for Special Events or other non-emergency Broadcasts, as provided for in the Agreement; or
 - (ii) Where Licensee substitutes Licensee's own programming for NORSAN's scheduled programming, where, in the judgment of Licensee, such programming would be more suitable; provided that the NORSAN programming substituted does not directly violate any of the Regulations and Restrictions of Licensee as set forth in **Attachment 2**, or of the Rules and Regulations of the FCC.
 - (b) No payment credit or refund shall be due to NORSAN:
 - (i) For broadcast time reserved by Licensee to meet its community service programming obligations, as set forth in the Agreement; or
 - (ii) For time made available to broadcast a maximum of 10 public service announcements (PSA's) per week; or
 - (iii) For substituted programming time, when, in the good faith reasonable discretion of Licensee, the proposed programming of Broker is in direct violation of the Regulations and Restrictions on Programming set forth in **Attachment 2**, or violates the Rules and Regulations of the FCC.
 - (iv) For time made available to broadcast any and all announcements and programs required to be broadcast under FCC Rules, Regulations and Policies, including, but not limited to, station Identification, sponsorship identification, responses to political

editorials, responses to personal attacks, and equal broadcast opportunities under the Commission's political broadcast rules and the Communications Act.

PROGRAMMING RULES AND POLICIES

Broker agrees to cooperate with Licensee in the broadcasting of programs of the highest possible standard of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programs.

1. **CONTROVERSIAL ISSUES.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group or persons shall be made during the discussion of controversial issues or public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired.

2. **NO PLUGOLA OR PAYOLA.** The following business activities or "plugs", relating to the payment, acceptance of payment, agreement to pay or agreement to accept payment of money or other consideration is prohibited: (a) taking money, gifts or other compensation from any person for the purpose of playing any record or records on the air; (b) taking money, gifts or other compensation from any person for the purpose of refraining from playing any record or records on the air; (c) taking money, gifts or other compensation from any person for the purpose of promoting any business, charity or other venture without first informing the Licensee's General Manager, and (d) promoting any business venture which is unconnected with the Stations on the air without first informing the Licensee's General Manager.

3. **ELECTION PROCEDURES.** At least ten (10) days before the start of any primary or regular election campaign, NORSAN will clear with the Licensee's General Manager the rate NORSAN will charge for the time to be sold to candidates for the public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and station policy.

4. **PROGRAMMING PROHIBITIONS.** NORSAN shall not broadcast any of the following programs or announcements:

(a) *False Claims.* False or unwarranted claims for any product or service.

(b) *Unfair Imitation.* Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

(c) *Indecency.* Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment.

5. **LOTTERIES, NUMBERS AND GAMBLING.**

(a) Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited. This prohibition includes announcements with respect to bingo parties and the like which are to be held by a local church, unless expressly permitted by State law.

(b) *No "Dream Books".* References to "dream books", the "straight line", or other direct or indirect descriptions or solicitations relative to the illegal numbers lottery, "numbers game", or the "policy game", or any other form of gambling are prohibited.

(c) *No Numbers Games.* References to chapter and verse numbers, paragraph numbers, or song numbers which involve three digits should be avoided and, when used, must be related to the overall theme of the program.

6. **REQUIRED ANNOUNCEMENTS.** NORSAN shall broadcast an announcement in a form satisfactory to Licensee the following Announcements:

(a) *Station I.D.s.* At the beginning of each hour to identify each Station.

(b) *NORSAN Sponsored Programming.* An announcement at the beginning and end of each broadcast day to indicate that program time has been purchased by NORSAN.

(c) Any other announcements that may be required by law, regulation, or Licensee policy.

7. **RELIGIOUS PROGRAMMING RESTRICTIONS.** Any programming broadcast by the NORSAN is subject to the following restrictions:

(a) *Respectful of Faiths.* The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

(b) *No Denominational Attacks.* Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.

(c) *Donation Solicitation.* Requests for donations in the form of a specific amount, for example, \$1.00 or \$5.00, shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the broadcast or the church are permitted.

(d) *No Ministerial Solicitations.* No invitations by the minister or other individual appearing on the program to have listeners come and visit him or her for consultation or the like shall be made if such invitation implies that the listeners will receive consideration, monetary gain, or cures for illness.

(e) *No Miracle Solicitation.* Any invitations to listeners to meet at places other than the church and/or to attend other than regular services of the church is prohibited if the invitation, meeting, or service contains any claim that miracles, cures, or prosperity will result.

8. **MISCELLANEOUS.**

(a) *Waiver.* Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

(b) *Prior Consent.* In any case where questions of policy or interpretation arise, NORSAN should submit the same to Licensee for decision before making any commitments in connection therewith.

EXPENSES TO BE BORNE BY NORSAN

1. Casualty and liability insurance in amounts comparable to standard industry practice.
2. All programming and production costs of NORSAN, including salaries, payroll and unemployment taxes, merchandise, talent fees, supplies, draws and commissions.

ANTI-PAYOLA / PLUGOLA AFFIDAVIT

I, _____, an employee of NORSAN, do hereby state and affirm the following:

(a) That I have read the notices posted at the Stations and have received copies of Section 73.1212 of the Federal Communications Commission's Rules and Regulations;

(b) That I have been fully informed and advised that it is a policy of the Station to fully comply with the above Rules of the Federal Communications Commission and the laws of the United States;

(c) That neither I nor any member of my immediate family have any present direct or indirect ownership interest in (other than an investment in a corporation whose stock is publicly held), serve as an officer or director or, whether with or without compensation, or serve as an employee of, any person, firm or corporation engaged in:

- 1) The publishing of music;
- 2) The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
- 3) The exploitation, promotion or management of persons rendering artistic, production and/or other services in the entertainment field;
- 5) The wholesale or retail sale of records intended for public purchase;
- 6) Advertising on the Stations, or any other station owned by its licensee (excluding nominal stockholdings in publicly owned companies).

(d) That I have not and will not:

- 1) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of playing any record or records on the air;
- 2) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of refraining from playing any record or records on the air;
- 3) take or receive any money, gift or other remuneration from any person, company or other entity for the purpose of promoting any business, charity or venture on the air without first informing the Licensee's General Manager;
- 4) promote any personal business venture which is unconnected with the station without first informing the Licensee's General Manager.

(e) That I have been advised and understand that failure to comply with the above rules and requirements will be grounds for my immediate dismissal without prior notice.

Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____