

Michigan Talk Network License Agreement

Operator _____

Radio Station _____

Street Address _____

City _____ State _____ Zip Code _____

City of License _____

THIS AGREEMENT (the "Agreement") is made this ____ day of _____ 2013, between Townsquare Radio, LLC d/b/a Michigan Talk Network (the "Network") and _____ ("Operator"), operator of radio station [CALL LETTERS] on [FREQUENCY] (the "Station") which is licensed by the Federal Communications Commission (the "FCC") to [CITY, STATE] in the [ARBITRON METRO OR MARKET NAME].

WITNESSETH

WHEREAS, Network provides access to the programs set forth in Attachment A annexed hereto (each a "Program" and collectively the "Programs") and desires that the Programs be broadcast over Station's facilities; and

WHEREAS, Operator desires to license from Network the right to broadcast the Programs over the facilities of Station, and Operator has the ability to cause Station to broadcast the Programs and otherwise to perform all acts necessary to enable Operator to fulfill its obligations under the Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. **CONTROL OF STATION; NO VIOLATION**

Operator expressly represents and warrants that it has the ability to, and will, cause Station to undertake and perform all acts necessary for Operator to fulfill Operator's obligations under this Agreement. Operator shall not to allow Station to act in any manner inconsistent with Operator's obligations hereunder. Operator further represents that the execution and delivery of this Agreement

by Operator and the performance of the transactions contemplated by this Agreement by Operator and the Station will not violate, conflict with, or result in the breach of any terms, conditions or provisions of any agreement or instrument to which the Operator or the Station is a party or by which the Operator or the Station or any of their respective properties may be bound.

2. GRANT

Network hereby grants to Operator and Operator hereby accepts the limited right and license to broadcast the Programs solely over the facilities of Station in Station's Primary Market Area (as defined in Section 5). Unless authorized in advance in writing by Network, Operator shall cause Station to broadcast the Programs in their entirety without any deletions or alterations (except for the inclusion of local announcements in the periods designated by Network for that purpose), including, without limitation, all Network commercials, identifications, and program promotional or credit announcements. It is a material term of this Agreement that Station broadcast the Programs and all Network commercials in accordance with the terms of this Agreement and the Attachments.

3. TERM

The initial Term of this Agreement shall be for a period of two (2) years commencing on the date of this Agreement (the "Effective Date") and expiring on the second anniversary of the Effective Date (the "Initial Term"). The Initial Term and renewal term, if any, shall be referred to collectively as the "Term."

This Agreement shall be automatically renewed on the same terms and conditions for successive periods of one (1) year unless either party shall notify the other party in writing not less than ninety (90) days prior to the expiration of the then current Term that it elects not to have the Agreement renewed. Network shall have the right to terminate this Agreement upon notice to Operator no less than thirty (30) days prior to the expiration of the Initial Term or any renewal thereof. In the event of termination under this Section, the rights, duties and responsibilities of each party shall continue through the applicable notice period.

This Agreement is binding on both parties when fully executed. This Agreement shall be deemed "fully executed" when it has either been signed by Operator and an officer of Network or has been signed by an officer of Network and Operator has commenced broadcasting the Programs.

4. NETWORK COMMERCIALS

In exchange for Network's furnishing the Programs to Station, Operator shall cause Station to broadcast all Network commercials which are fed to Station by Network (the "Network Commercials") unless Station reasonably believes that a commercial is unsuitable for broadcast in its Primary Market Area or that a commercial would be in violation of applicable law. Such commercials shall be broadcast in accordance with Attachment B ("Commercial Inventory by Daypart") where applicable.

5. EXCLUSIVITY

The broadcast right and license granted by Network to Operator shall be exclusive to Station in its "Primary Market Area" for over-the-air English-language broadcast on radio by Station and for no

other purpose. For the purposes of this paragraph, Station's "Primary Market Area" will be deemed to be the lesser of (i) Station's 1 mv contour, if Station is an FM station; (ii) Station's 2 mv contour, if Station is an AM station; or (iii) a 35-mile radius from the Station's transmitter. Station acknowledges that Network will have the right to provide the Programs to any stations whose transmitters are located outside Station's Primary Market Area and to any non-English language radio station regardless of location. Network will also have the right to provide programming and format services other than the Programs to other stations both within and outside of Station's Primary Market Area, even if these other programming formats include music and features similar to those provided as part of the Programs herein. Station represents and warrants that it has provided Network with an accurate copy of its coverage map, which defines Station's 1 mv or 2 mv contour, as applicable.

6. RESERVATION OF RIGHTS

All licenses, rights and interest in, to and with respect to the Programs not specifically granted to Operator herein shall be and are reserved to Network, including, without limitation, the right to distribute each Program audio by any means of exhibition, display, transmission, distribution, duplication, playback and performance by means of all forms of radio, television, computer and other media, devices, methods and improvements now known or hereafter developed, including, but not limited to, cable transmission, satellite-to-home transmission, DBS (including DARS), closed circuit distribution, distribution over networked telecommunications systems, including the internet, exhibition by means of phonographic records, audio cassettes, compact discs and computer storage and playback devices and transmission and distribution by means of audio-on-demand, on-line and other forms of interactive and digital media; provided, that Network will not authorize any other terrestrial over-the-air AM or FM broadcast radio station operating within Station's Primary Market Area to broadcast the Programs during the Term of this Agreement.

7. OPERATOR'S RIGHTS AND OBLIGATIONS

(a) The Programs shall be delivered to Station by satellite. The cost of delivering the signal to Station's satellite earth station shall be borne by Network. Operator shall have sole responsibility for the construction, installation, operation and maintenance of all facilities necessary to receive and broadcast the Programs, including satellite receiving dishes, and the cost of delivering the signal from Station's satellite earth station receiver to its transmitter and/or studio facilities. One or more basic satellite receivers, not including any spare or backup receivers, may be provided to Operator by Network.

(b) Notwithstanding anything to the contrary in this Agreement, and consistent with Operator's obligations pursuant to the applicable provisions of the Communications Act of 1934, as amended, and the rules and policies of the FCC, Operator shall have the right, with respect to any particular Program, to delete any material that it reasonably believes unsuitable for broadcast or to preempt for a program of immediate and outstanding local or national importance. Operator shall give Network prompt written notice of any such preemption and to broadcast the Network Commercials contained within the preempted Program within twenty-one (21) days or the flight of the Network Commercial whichever is shorter. Time is of the essence for this paragraph 7(b).

(c) Network will provide Operator Declaration of Clearance and Affidavit of Performance forms to verify the dates and times that the Programs and Network Commercials hereunder were

broadcast. Operator shall return the completed forms to Network no later than the deadline date on such forms or ten (10) days after receipt of such forms, whichever is earlier. Operator is responsible for the accuracy of these forms.

(d) Operator shall submit such other reports as may be reasonably requested by Network concerning the broadcast of the Programs by Station. Upon request, Operator shall submit an additional affidavit provided by Network, which will be used to generate ratings information for RADAR Surveys or other ratings services. In order to supply the requested information (which generally covers a one-week period), Operator shall maintain records reflecting the exact date and time when Network Commercials were broadcast by Operator. Such records shall be retained by Operator for at least one (1) year following the broadcast.

(e) Operator shall be solely responsible for maintaining all necessary radio station licenses, including music performance rights licenses, as now are or hereafter may be in general use by radio broadcasting stations and necessary for Station to broadcast the Programs and for the payment of any public performance music licenses or royalty payments which may be required to be paid to any party or organization, such as BMI, ASCAP, SESAC, or any other like organization on account of the broadcast of the music in the Programs.

(f) In the event that Operator at any time files an application with the FCC to change Station's City of License or its transmitter location or power or direction/configuration of its antenna thereby affecting its signal contour, or changes its frequency or hours of operation, Operator shall notify Network in writing within two (2) business days of the filing of any such application or change with the FCC, and, after receipt thereof, Network may terminate this Agreement upon 90 days' prior notice if, but only if, the grant and implementation of such application will cause Station's City of License or any part of its Primary Service Area to be in the same Primary Service Area of another radio station which is also a Network licensee (and, upon receipt of such termination notice, Station may at any time prior to the expiration of such 90-day period withdraw the application, in which event the notice of termination shall be deemed null and void).

(g) Operator shall not authorize, cause, permit or enable anything to be done (including, but not limited to, cablecasting, and distribution or transmission over the Internet) whereby the Programs may be used for any purpose other than over-the-air radio broadcasting by Station in its Primary Market Area, which broadcast is intended for reception by the general public in places to which no admission is charged. Nor shall Operator authorize, cause, permit, or enable anything to be done whereby any Program is rebroadcast over a translator beyond the Station's Primary Market Area.

(h) Operator shall have the right to advertise and publicize and authorize others to advertise and publicize by means customary in the broadcast industry Station's participation in the Network and the broadcast of the Programs. No advertisement shall be in the form of an endorsement, direct or indirect, of any product, service or advertiser.

(i) No portion of any Program, whether live or recorded, may be edited, altered, deleted or juxtaposed in any manner at any time without Network's prior written approval.

(j) Subject to the terms and conditions of this Agreement, Operator shall use commercially reasonable efforts to promote the Programs in Station's Primary Market Area; provided,

that Station shall not disclose any Confidential Information obtained by Operator as a result of its affiliation with Network. For purposes of this Agreement, "Confidential Information" means the following:

- (i) the terms of this Agreement; and
- (ii) any information pertaining to the Programs that is not otherwise publicly available, including, without limitation, research, development and business plan information.
- (k) Operator shall not be responsible for failure to perform due to causes beyond its control, including but not limited to a failure of facilities, Act of God, government or court action, or labor dispute.

8. NETWORK'S RIGHTS AND OBLIGATIONS

(a) All decisions regarding content, format and length of the Programs shall be made by Network. Network, in its sole discretion, may change the name or any element associated with the Programs, including, but not limited to, the number of Network Commercials and format clocks, or may discontinue any Program in its entirety. In the event it discontinues any Program, Network shall give Operator at least ninety (90) days prior written notice or as much notice as is practicable under the circumstances. This Agreement will terminate on the last transmission date when all Programs are discontinued and not replaced.

(b) Network shall not be responsible or incur any liability whatsoever for interruptions or discontinuance of any Program due to causes beyond its control, including, but not limited to, a failure of facilities, Act of God, government or court action, or labor dispute.

(c) Network shall not be responsible for any signal loss or degradation of any kind in the transmission of the Programs to Operator which is due to atmospheric conditions, failure of satellite or common carrier facilities, third party interference, or other circumstances beyond Network's control.

(d) Network will have the right to terminate this Agreement or suspend Operator's rights to broadcast the Program(s), on ten (10) days written notice, upon the occurrence of any of the following:

(i) Operator's failure to perform in any material respect any of its obligations as set forth herein which is not cured within the 10-day period after receipt of such notice;

(ii) Operator's failure to broadcast any Network Commercial (other than Commercials which are unsuitable for broadcast in Station's Primary Market Area);

(iii) Operator's failure in any material respect to return accurate Declarations of Clearance and Affidavit of Performance forms in accordance with paragraph 7(c) herein;

(iv) A change in Station's transmitter location in accordance with paragraph 7(f) herein;

(v) Except as set forth in paragraph 13, loss, abandonment, assignment or

transfer of Station's license or commencement or termination of an "LMA" arrangement at Station;

(vi) Cessation of operations by Operator over Station facilities for more than twenty-four (24) hours for any reason or failure to maintain the equipment necessary to receive the Programs; provided, that such cessation is not due to causes beyond Operator's control, including but not limited to a failure of facilities, Act of God, government or court action, or labor dispute, and provided further, that Operator has resumed Station's normal broadcast operations within thirty (30) days of the cessation of such non-controllable circumstance.

If Network exercises its right to terminate under this paragraph, Operator shall become liable for payment of an amount equal to the value of the commercial time on Station which Operator was obligated under this Agreement to provide for Network's Commercials during the Term and which it both has not provided prior to termination and would have been required to provide during the remainder of the Term.

9. USE AND OWNERSHIP OF THE PROGRAMS

(a) Except as otherwise provided in any separate agreement between Network and Operator, as between Network and Operator, (i) the copyrights and all other proprietary rights in and to the Programs, format and/or logo are exclusively owned by and reserved to Network, and (ii) Operator shall neither acquire nor assert copyright ownership or any other proprietary rights in the Programs, format, and/or logo, or in any derivation, adaptation, variation or name thereof solely on the basis of this Agreement.

(b) As a condition to the grant of rights hereunder, all approved printed materials used by Operator in connection with the Programs, including but not limited to, advertising and promotional materials, shall bear a properly located copyright notice in the name of Townsquare Radio, LLC dba Michigan Talk Radio or such other notice as Network specifies to Operator in writing.

(c) Except as otherwise provided in any separate agreement between Operator and Network, (i) the uses of the names of the Programs as well as the format and trademarks and service marks associated therewith (collectively, the "Marks") by Operator hereunder shall inure to Network's benefit and (ii) as between Operator and Network, Network is the exclusive owner of all the Marks and the trademark rights created by such uses.

(d) Operator must receive prior written approval from Network for each use of the Network name and any other format element or logo or other Mark. Whenever possible, Operator shall use advertising and promotional materials supplied to it by Network. Operator shall not have the right to use the Marks or any other element of the Programs for merchandising purposes.

(e) Except as otherwise provided in any separate agreement between Operator and Network, upon expiration or other termination of this Agreement, Operator shall immediately cease all uses of the Marks, the Programs, the format and all other materials associated therewith and shall not thereafter adopt any other mark or other designation confusingly similar to the Marks.

(f) Operator shall perform all acts required by Network to control and monitor the use of

the Marks. Operator shall notify Network immediately of any other broadcast owners or other entities or persons who are using the Marks in Operator's Primary Market Area and will assist Network in terminating any such unauthorized uses. Operator shall cooperate, at Network's sole cost, in any legal action that Network deems necessary to resolve any potential infringing uses by third parties.

10. **TAXES**

Operator shall pay all taxes based on any income received by Station from its use of the Programs.

11. **INDEMNIFICATION**

Operator shall indemnify and hold Network and Network's, parent and affiliated companies and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any breach or non-performance by Operator of this Agreement or the broadcast or use of any programs, commercials or other materials provided by and/or broadcast by Operator which were not supplied by Network. Network shall indemnify and hold Operator and Operator's parent and affiliated companies and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any breach or non-performance by Network of this Agreement or the broadcast or use of any Program or the commercials or other materials provided by Network hereunder except for any claims arising out of Operator's breach of its obligations hereunder, including, without limitation, its obligations under paragraph 7(e). The indemnitee in each instance will promptly notify the indemnitor in writing of any claim, demand, or action of which it becomes aware which may be covered by this indemnity. The indemnitor will promptly assume the defense of such claim, demand or action at its expense; provided, that the indemnitee will not be precluded from continuing or participating in the defense of its own interests at its own expense. The indemnification provisions contained in this paragraph shall survive any expiration or termination of this Agreement.

12. **GOVERNING LAW AND VENUE**

THIS AGREEMENT AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE, AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, PROVISIONS CONCERNING LIMITATIONS OF ACTION), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS. The sole and exclusive venue of any suit or proceeding involving this Agreement shall be any federal, state or local court of competent jurisdiction located in New York, New York, and Network and Operator agree to submit to the personal jurisdiction of such courts.

13. **ASSIGNMENT**

Network reserves the right to assign this Agreement to any party; provided, that no such assignment shall abrogate or in any way alter Operator's rights or obligations under this Agreement. Operator may not assign or transfer any of the rights or privileges granted to Operator under this Agreement unless Network shall have first consented in writing. In the event Network refuses to consent to such assignment or transfer, Network shall have the right to terminate this Agreement immediately upon

consummation of such assignment. Notwithstanding anything in this paragraph to the contrary, Operator may assign its rights and obligations under this Agreement to any party who acquires all or substantially all of Operator's assets used or useful in the operation of the Station, and, in such event, Operator will procure and deliver to Network, in form reasonably satisfactory to Network, the agreement of the proposed assignee to assume and perform this Agreement in its entirety without limitation of any kind.

14. **EQUITABLE RELIEF**

Neither party has an adequate remedy at law in the event of the other party's breach of its respective obligation with respect to the delivery or broadcast of the Programs. Accordingly, at its option, either party shall be entitled to equitable relief, including, without limitation, specific performance or other injunctive relief (without posting bond or other security) with respect to any such breach or threatened breach. In the event that either party seeks specific performance or other injunctive relief for such breach or threatened breach, the other party shall waive the defense that the moving party has an adequate remedy at law. The prevailing party in any such action shall be reimbursed by the other party for all reasonable costs incurred thereby, including reasonable attorneys' fees.

15. **MISCELLANEOUS**

(a) No waiver shall be effective unless in a document signed by the party to be charged with a waiver. No waiver by either party hereto of any breach of this Agreement by the other shall be deemed to be construed as a waiver of any preceding or subsequent breach thereof or any rights or remedies hereunder.

(b) A judicial determination of the invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

(c) Any notice given in connection with this Agreement must be in writing and shall be delivered by (i) hand delivery to the receiving party, (ii) a recognized nationwide overnight delivery service, or (iii) facsimile (with written confirmation of receipt) and sent to the parties at the addresses or facsimile numbers stated below (which may be changed in accordance with notice provided by this paragraph):

If to Network:

If to Operator:

With a copy to:

With a copy to:

(d) This Agreement constitutes the entire agreement between the parties concerning the matters set forth herein and supersedes all prior agreements and understandings between the parties with respect to the same subject matter. This Agreement may not be modified except by a document

signed by the parties. The sales representative of Network has no authority to make any representations or warranties of any kind, nor is the representative empowered to execute this Agreement.

(e) The section headings included in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

(f) **THIS AGREEMENT INCORPORATES THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON ATTACHMENTS A AND B ATTACHED HERETO AND MADE A PART HEREOF. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE ATTACHMENTS, THE TERMS OF THE ATTACHMENTS SHALL CONTROL.**

The signatory signing on behalf of each party below hereby represents and warrants that such signatory has the right and authority to sign on behalf of, and to bind, Operator or, as the case may be, the Network to this Agreement.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

Operator:

Townsquare Radio, LLC dba Michigan Talk Network

By: _____

By: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Michigan Talk Network
The Programs

Station has the right to broadcast the following Programs in accordance with the terms and conditions of the Agreement.

Content	Broadcast Days/Times
[TO BE SUPPLIED AT CLOSING]	[TO BE SUPPLIED AT CLOSING]

ATTACHMENT B
Michigan Talk Network
Commercial Inventory by Daypart

Station shall be obligated to air Network Commercials as listed below within the Programs based on the content as set forth in Attachment A.

[TO BE SUPPLIED AT CLOSING]