

OUR AMERICAN STORIES

**Exclusively Distributed by
American Private Radio**

BROADCASTER LICENSE AFFILIATE AGREEMENT

This License Affiliate Agreement (this “**Agreement**”) is entered into by and between **AMERICAN PRIVATE RADIO**, whose initial address is 1739 University Avenue, Unit #341, Oxford, MS 38655 also referred to in this License Agreement as “**APR**” (“**Licensor**”) and “**Licensee**” licensed by the Federal Communications Commission, Washington D.C. 20554 (the “**FCC**”) to operate registered Radio Station.

Network and Broadcaster (individually “**Party**,” or, collectively “**Parties**”) hereby agree as follows:

1. PROGRAMMING COMMENCEMENT

A. License: Licensor shall provide, and Licensee shall accept and broadcast, in accordance with all terms and conditions of this Agreement, **OUR AMERICAN STORIES** (the “**Program**”).

2. COMPENSATION

A. Program: Licensee shall air the Program with three (3) national barter minutes **per hour** for all hours aired of the Program for Licensor’s exclusive use. Each barter minutes will be “first in pod,” during each commercial break, to occur in the breaks at approximately: 14, :29, and :49 minutes past the hour (per Show clock, see attached).

3. BROADCAST: Unless authorized by Licensor, Licensee shall broadcast the Program solely via Station in accordance with the terms of this Agreement, in their entirety, without deletions or alterations, including the national commercials furnished by Licensor. Station shall, prior to the commencement of this Agreement, be required, at station’s expense, to obtain necessary equipment in order to receive satellite transmission of the Program.

4. RE-BROADCAST: Licensee may rebroadcast the Program, via live Internet (known as “**streaming**”) on station’s website, provided Licensee also broadcasts national barter minutes included in the Program. Licensee acknowledges that all rights and interests in and to the Program remain the exclusive property of Licensor. Station also reserves to broadcast rights to air The Program during other weekday and weekend airs upon its sole discretion on an as needed basis.

5. TERM: The term of this Agreement (the “**Term**”) shall continue as is, unless terminated by either Party with thirty (30) days written notice at any time. Should Licensee cancel the Program prior to thirty (30) days written notice of intent of cancellation of the Term, Licensee will be required to air the national barter minutes during the broadcast time as specified in Paragraph 2, section A of this Agreement, for a period of thirty (30) days after cancellation of the Program, unless Licensee receives a written release of obligation from Licensor prior to the end of the thirty (30) day period in which the Program was terminated by Licensee.

6. PERFORMANCE:

A. Proof of Performance. Licensee agrees to provide, upon request, proof of broadcasting of national sponsor commercials via email.

B. Force Majeure. If Licensor fails to make timely delivery of any Programs for any reason beyond its control, such failure shall not be deemed a breach of the terms of this Agreement.

C. Breach. Should Licensee breach any term of condition of this Agreement (e.g., failure to (a) broadcast the Program during the time specified, (b) broadcast a national barter commercial during the scheduled broadcast of the Program, (c) submit complete and accurate affidavits of performance for any two (2) broadcast weeks or non-consecutive weeks within a twelve (12) month period), Licensor may, in addition to other rights it may have, immediately, without further notice, terminate this Agreement and have no further obligation to Licensee.

7. MARKET EXCLUSIVITY: So long as the Licensee is not in default hereunder, this License to broadcast the Program shall be exclusive to Licensee *City of License* during the term. All rights to the Program other than those expressly granted hereunder to Licensee are hereby expressly reserved to Licensor.

8. PERFORMANCE ROYALTIES: Licensee shall be solely responsible for the payment of any public performance music licenses or royalty payments which may be required to be paid to any party, such as BMI, ASCAP, SESAC, or any other like organization on account of the broadcaster of any music contained in the Program.

9. CHANGES IN LICENSEE'S COVERAGE AREA: If Licensee makes a technical modification which changes, decreases or expands the coverage area in any respect, Station shall notify Licensor no less than thirty (30) days within the effective date of such modification. Failure to do so would constitute a breach of this Agreement, allowing the Licensor to terminate this Agreement without notice and without any further obligation to the Licensee.

10. INDEMNIFICATION: Licensor knowingly holds Licensee harmless and assumes any and all claims, damages, liability, costs and expenses arising from the broadcast by Licensee of any Program or material Excerpted from the Program, in addition:

a. Licensor agrees to abide by all current FCC Broadcast regulations, including the restriction of the use of "The Seven Dirty Words" located here: http://en.wikipedia.org/wiki/Seven_dirty_words

b. Liability: APR accepts financial responsibility for all FCC fines if host or guests are fined by the FCC. (any/all phone calls are the responsibility of Licensee)

12. GOVERNING LAW: This Agreement shall be governed by the Laws of the State of Mississippi.

IN WITNESS WHEREOF, this agreement confirms parties have executed this Agreement on the duties above written.