

# Memorandum of Agreement

This Memorandum of Agreement (this "MOA" or this "Memorandum of Agreement") is made and entered into on this 20th day of July 2018 ("Effective Date") by and between:

Mid-Utah Radio, with an office located at 500 N 1600 West, Manti, UT 84642; and  
CentraCom, with an office located at 35 South State Street, Fairview, UT 84629;

1. **PURPOSE & SCOPE.**

The purpose of this Memorandum of Agreement is to set forth the terms and conditions, scope of work and responsibilities of the parties associated in collaboration on High School Sports Broadcasting. Specifically, both parties will cooperate to market and produce high school football and basketball broadcasting events.

2. **BACKGROUND.**

Both parties see the benefits of this project, have a desire to pursue the project and have determined that each brings unique expertise and experience necessary to accomplish the objectives outlined above.

Mid-Utah Radio has unique expertise and experience in the following areas: sales and audio production and broadcasting. Mid-Utah Radio has valuable relationships with school administrators and school officials for access to event venues.

CentraCom has unique expertise and experience in the following areas: sales and video production and streaming. CentraCom has partnerships with UEN, UHSAA and school technology personnel for accessing internet connection at the event venues.

3. **TERMS AND CONDITIONS.**

It is mutually understood and agreed by and between the parties that:

3.1. The parties will produce approximately 140 football and boys' basketball games jointly under this agreement for the 2018-19 season. CentraCom and Mid-Utah Radio will jointly broadcast all of these games including state tournaments for boys.

3.1.1. Parties will collaborate on event schedules and sportscaster assignments.

3.1.2. Any event or tournament with joint production not part of this MOA will be addressed and agreed upon outside of this MOA.

3.2. Each party will sell the same sports sponsorship package to clients.

3.3. Salespeople from both parties will work from a pre-approved client list to avoid conflicts with salespeople and clients who are already advertising with either company.

3.4. All clients for the joint sports packages will be billed by Mid-Utah Radio, and all sales people who are employees of Mid-Utah Radio will be paid commissions of 20% for the sports sales by Mid-Utah Radio. CentraCom will pay its employee salespeople commissions of 20%.

3.5. Any advertising for the joint sports coverage should promote both entities in newspaper, television, digital ads, billboards, etc.

3.6. During tournament events, both parties will work with streaming partners to make sponsor opportunities available to the streaming partners.

3.7. This MOA may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

3.8. This MOA may be terminated by mutual agreement of the parties, and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

#### 4. FUNDING; COSTS.

4.1. Each party will share all revenue on a 50/50 basis after the individual company gross revenue quotas are met. Gross revenue quotas to be as follows:

4.1.1. Mid-Utah Radio to take the first \$250,000 then

4.1.2. CentraCom will get the next \$85,000.

4.1.3. Revenue will be split equally for any revenue greater than \$335,000.

4.2. On a quarterly basis, Mid-Utah Radio will provide an accounting of annual contracts, amounts billed, amounts collected and expenses paid.

- 4.3. On a quarterly basis, Mid-Utah Radio will pay CentraCom for their portion of the revenue from the MOA minus the sales commission that was paid out to the Mid-Utah Radio sales staff.
- 4.4. Mid-Utah Radio and CentraCom will share equally all sportscaster expenses (50/50). Mid-Utah Radio will pay Mike Traina, Robert Lovell and Larry Masco (who are full-time Mid-Utah Radio employees); and CentraCom will pay the other sportscaster and color men as 1099 employees. Mid-Utah Radio will compensate CentraCom for the difference after all expenses are in to make it equitable.
- 4.5. This MOA may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
- 4.6. This MOA may be terminated by mutual agreement of the parties, and shall automatically renew annually as stated herein, unless otherwise amended.

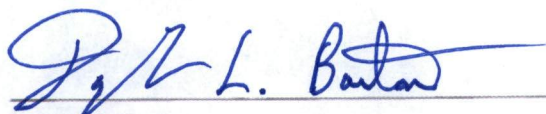
5. SPONSORSHIP DETAILS.

- 5.1. Mid-Utah Radio and CentraCom will broadcast approximately 140 football and boys basketball games during the upcoming school year for Juab, North Sanpete, Manti, Gunnison, Delta, Millard, North Sevier, Richfield, South Sevier, Beaver and Kanab high schools.
- 5.2. Games will be broadcast over the air on KSVC 980 AM & 100.5 FM, KMTI 650 AM & 95.1 FM, KMGR 99.1, and 102. 7 FM, CentraCom Channel 10, KMTI-TV 6.1 & 6.2. Games will also be live streamed at local10.tv and midutahradio.com along with a number of games on ksl.com and deseretnews.com. Games on local10.tv will be available on demand to watch anytime.

6. EFFECTIVE DATE AND SIGNATURE.

This Memorandum of Agreement shall be effective upon the date of the last party to sign this MOA below. The parties indicate agreement with this Memorandum of Agreement by their signatures below.

Mid-Utah Radio, Inc.

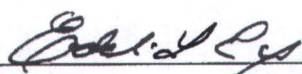


Doug Barton  
CEO

7/20/18

DATE

CentraCom



Eddie Cox  
General Manager

7-20-18

DATE