FILED: ERIE COUNTY CLERK 06/27/2014

NYSCEF DOC. NO. 24

INDEX NO. 804125/2014
RECEIVED NYSCEF: 06/27/2014

EXHIBIT B

THIRD AMENDED AND RESTATED RADIO BROADCAST RIGHTS AGREEMENT

THIS THIRD AMENDED AND RESTATED RADIO BROADCAST RIGHTS AGREEMENT (this "Agreement"), is made and entered into effective as of July 1, 2009, by and between BUFFALO BILLS, INC., a New York corporation with an office at One Bills Drive, Orchard Park, New York 14127 (the "BILLS") and CITADEL BROADCASTING COMPANY, a Nevada corporation with an office at 50 James E. Casey Drive, Buffalo, New York 14206 ("CITADEL").

WITNESSETH:

WHEREAS, the BILLS and CITADEL previously entered into a Radio Broadcust Rights Agreement dated as of January 8, 2001, an Amended and Restated Radio Broadcust Rights Agreement on January 1, 2005, and a Second Amended and Restated Radio Broadcust Rights Agreement dated as of May 1, 2007 (collectively, the "Original Agreement"); and

WHEREAS, the BILLS own and operate a professional football team called the Buffalo Bills (the "Team") and is a constituent member of the National Football League (the "NFL"); and

WHEREAS, the Team plays some of its home games at Ralph Wilson Stadium in Orchard Park, New York (the "Stadium"), and some of its home games in the Rogers Centre in Toronto, Canada (the "Rogers Centre"); and

WHEREAS, CITADEL is the owner and/or operator of radio stations WGRF-FM 96,9 (a/k/a "97 Rock") (the "Flagship Station") and WEDG-FM 103.3 (a/k/a "The Edge") (each a "Station" and collectively, the "Stations"); and

WHEREAS, CITADEL desires to enter into an agreement with the BILLS pursuant to which CITADEL acquires the exclusive radio broadcasting rights to the football games played by, and other programming related to, the Team for the 2009, 2010 and 2011 NFL football scasons; and

WHEREAS, the BILLS is the owner of the service mark known as the "Buffalo Jills;" and

WHEREAS, CITADEL desires to sponsor the Buffalo Jills to provide cheerlending and promotional services to the BILLS; and

WHEREAS, the BILLS and CITADEL desire to modify and extend the Original Agreement in accordance with the terms hereinafter set forth; and

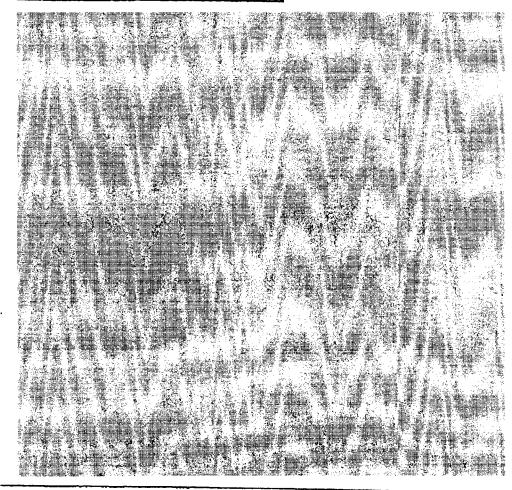
WHEREAS, the BILLS desire to grant such radio broadcasting rights to CITADEL under and subject to the terms of this Agreement as further set forth herein.

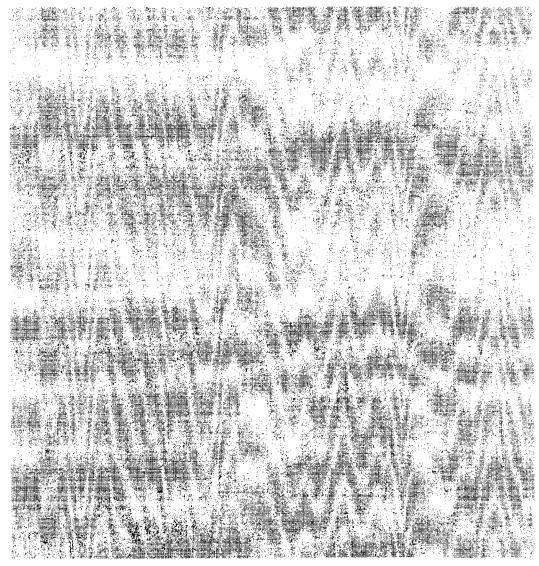
NOW, THEREFORE, in consideration of the promises herein contained and intending to be legally bound by this written instrument, the parties hereby agree as follows:

1.0. TERM.

The term of this Agreement shall begin as of July 1, 2009 and shall terminate on the date immediately following the conclusion of the 2011 NFL football season (the "Term") unless terminated sooner as hereinafter set forth.

2.0. GRANT OF RADIO BROADCAST RIGHTS.





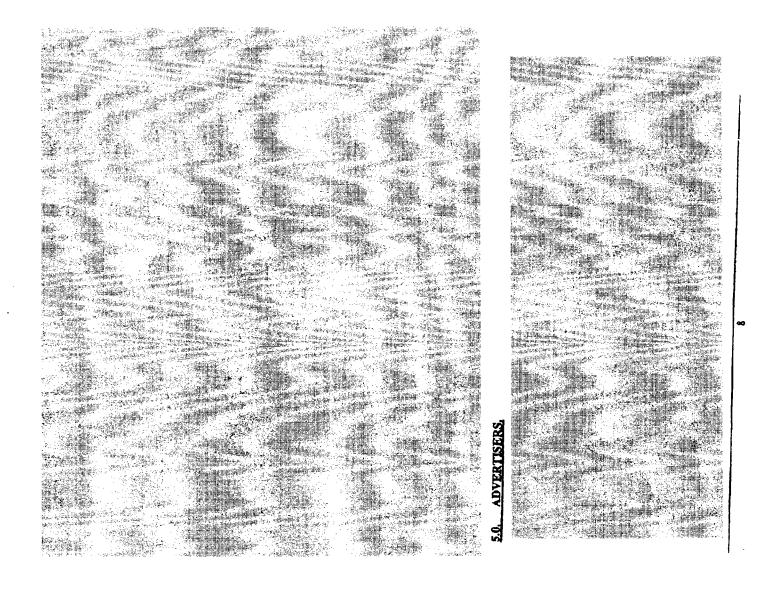
3.0. PAYMENT.

A. CITADEL agrees to pay the BILLS for the Broadcast Rights herein granted in lawful money of the United States at the office of the BILLS, One Bills Drive, Orchard Park, New York 14127, as follows (the "Rights Fees"):

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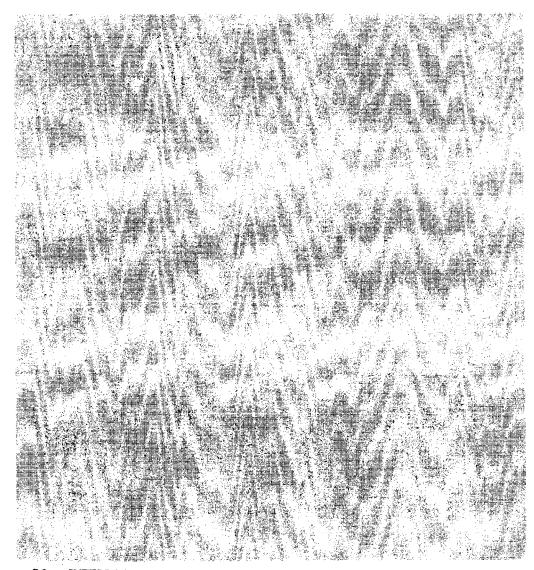
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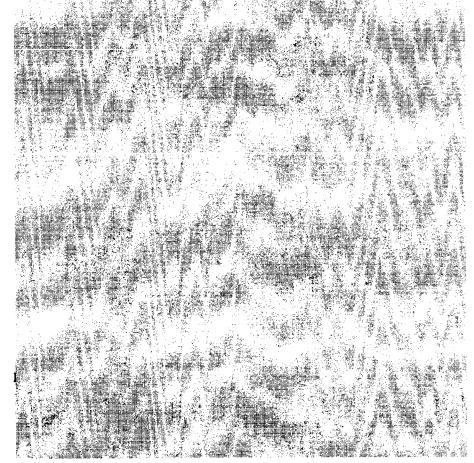
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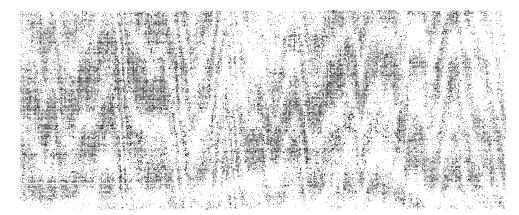
8.0. INTELLECTUAL PROPERTY.

A. Subject to the limitations set forth in this Agreement, the BILLS grant CITADEL a limited right to use only for the purpose of advertising and promoting the Game Broadcasts, the Related Programming and the Network during the Term, the BILLS' trademarks, trade names, service marks, copyrighted or copyrightable materials, logos and other identifying features of the BILLS and the Bulfalo Jills

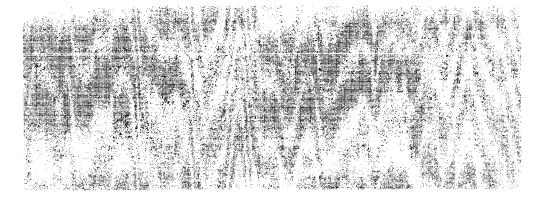
(hereinafter collectively referred to as the "BILLS Marks"). Except as otherwise expressly set forth in this Agreement, CITADEL will not obtain any ownership rights in the BILLS Marks or any other trademark(s), logo(s), copyrights or other rights owned by or licensed to the BILLS. CITADEL shall obtain the BILLS prior written approval of form and content for each specific use of the BILLS Marks, which approval shall not be unreasonably withheld, conditioned, or delayed. Once approval of a use of the BILLS Marks is granted, subsequent use of the same use by CITADEL shall not require further approval.



E. CITADEL shall only display or use the BILLS Marks in the form and manner that the BILLS have specifically approved. CITADEL shall cause the BILLS trademark, service mark and copyright notices to be located in clearly visible locations as directed and specified by the BILLS.



2.0. ANNOUNCERS AND COOPERATION.



10. BUFFALO JILLS

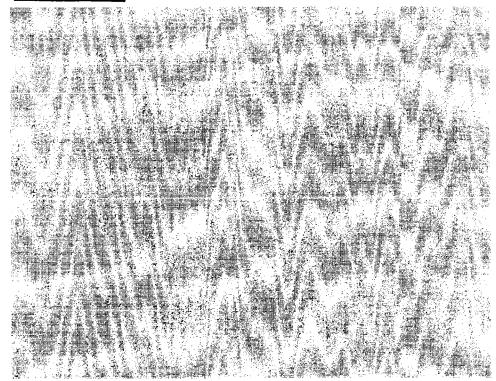
- A. The BILLS hereby grant to CITADEL exclusive cheerleading rights for the Buffalo Jills at BILLS home games at the Ralph Wilson Stadium. Management of the Buffalo Jills is the sole responsibility of CITADEL. However, all CITADEL operating procedures and policies are subject to the reasonable approval of the BILLS in accordance with past practices to insure the quality and character of the performances and representation in the community.
- B. CITADEL shall cause the Buffalo Jills to perform at all BILLS home games during the term of this Agreement. Such performances shall be in strict compliance with the logistical criteria provided by the BILLS and in general shall conform to past practices. CITADEL shall be obligated to provide a minimum of thirty-six (36) cheerleaders at each BILLS home game.

- C. CITADEL is responsible for any uniforms, equipment, materials, boots and other items deemed necessary to fully equip the Buffalo Jills for game day performance or appearances.
- D. CITADEL is responsible for the selection, training and compensation of all cheerleaders. Such selection and training should be done in a dignified and proper manner which would not bring any negative or harmful publicity to the BILLS or CITADEL.
- E. CITADEL shall provide the BILLS with an opportunity to review the Cheerleaders' uniform design prior to any such usage in order to ensure they conform with team standards. The cheerleaders' uniform shall be subject to the BILLS' approval concerning design and commercial endorsements.
- F. In the event the cheerleaders wear BILLS attire either at Ralph Wilson Stadium or any other location, such amre shall be licensed by National Football League Properties, Inc. and approved by the BILLS prior to any such use.
- G. CITADEL is solely responsible for all its own travel and lodging expenses with respect to the Buffalo Jills, whether related to pre-season, regular season or postseason games. CITADEL hereby acknowledges that its cheerleaders and staff will not travel along with the BILLS in BILLS' chartered planes, buses, varis, etc. or automobiles.
- H. CITADEL agrees that each year during the term of this Agreement they will provide the BILLS with cheerleaders as reasonably requested by the BILLS for the purposes of appearances at social and civil functions not to exceed a total of two hundred (200) work hours per year. The time and dates to be scheduled by the BILLS and provided that the requested times and dates are not unreasonable and sufficient notice is given to CITADEL.
- I. CITADEL shall have all of its cheerleaders execute a "Buffalo Jills Cheerleading Agreement and General Release" attached hereto as Exhibit "A," prior to the first pre-season home game of each football season during the term of this Agreement. CITADEL shall deliver all such Releases to the BILLS at least two weeks prior to the first pre-season home game of each football season during the term hereunder.

11.0. PRODUCTION EXPENSES AND STADIUM FACILITYS



12.0. COPYRIGHT.



13.0. AUTHORITY

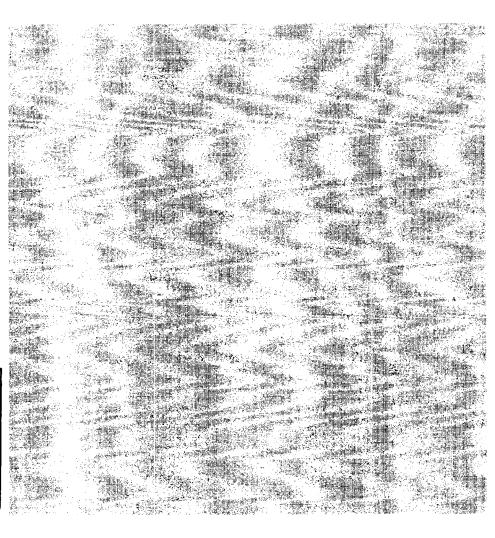


14.0. NATURE OF RELATIONSHIP.

It is understood that this is an agreement between independent contractors and that neither party is in any way an agent, partner, joint venturer or employee of or with the other party.

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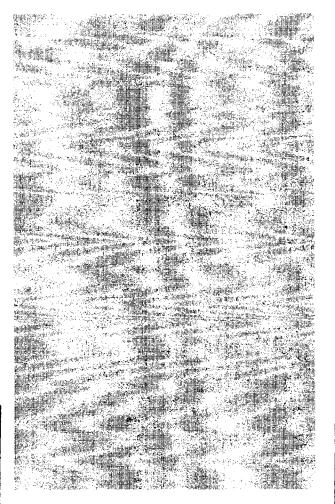
18.0. INDEMNIFICATION.

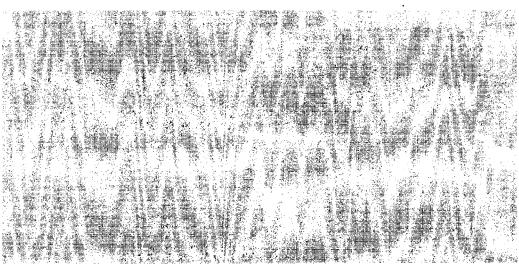
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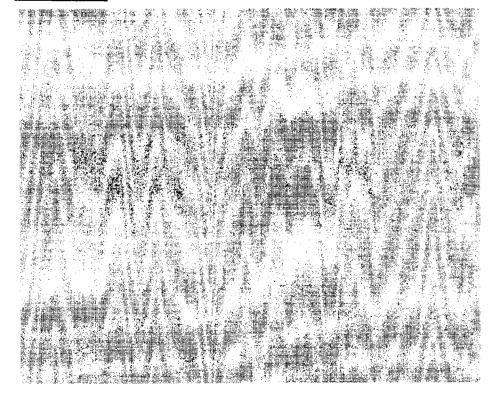
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9.0. INSURANCE,





20.0. NOTICES.



21.0. ENTIRE AGREEMENT. 22.0. MODIFICATIONS.

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230. ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names, by their proper officers, duly authorized on the date and year first above

BUFFALO BILLS, INC.

CITADEL BROADCASTING

COMPANY

Russall H. Brandon

Chief Operating Officer/General Manager-

dy Ellin Chief Operating Officer

Roger Goodell

Commissioner

National Football League

EXHIBIT A

BUFFALO JELLS CHEERLEADING AGREEMENT AND GENERAL RELEASE

| This BUFFALO JILLS CHEERLEADING AGREEMENT AND GENERAL RELEASE (this "Agreement") is effective as of, 200_ (the "Effective Date"), by and between Citadel Broadcasting Company, d/b/a WGRF(FM), with a place of business at 50 James E. Casey, Buffalo NY 14206 ("Citadel") and, an individual with a residence at("Contractor"). |
|---|
| 1. Services. During the Term (as defined below), Contractor shall perform as a Buffalo Jills Cheerleader ("BIC") such duties as are specifically assigned to Contractor by Citadel. Contractor acknowledges and understands that Contractor's duties shall be determined in the reasonable discretion of Citadel, and shall include a variety of projects related to Contractor's membership in the Buffalo Jills Cheerleading squad. Contractor shall not be considered an employee or agent of Citadel, and shall not have the power to obligate or bind Citadel, or take any action on behalf of Citadel unless specifically instructed in writing to do so by Contractor's supervisors or the management of Citadel. Contractor's supervisor will be: Stephanie Materzun. |
| 2. Term. This Agreement shall commence on, 200, and shall conclude on, 200 Citadel shall provide a specific work schedule to Contractor during the Term. Either party may immediately terminate this Agreement at any time and for any reason upon notice to the other party. |
| 3. Payment for Services. In consideration for the services to be rendered by |

- 3. Payment for Services. In consideration for the services to be rendered by Contractor hereunder, Citadel agrees to pay Contractor on a per appearance basis at the rates established by Citadel for such appearances. Contractor will not receive payment for appearances at the Buffalo Bills football games. Contractor will be issued a Form 1099 in connection with any payment received from Citadel.
- 4. Contractor's Warranties. Contractor represents and warrants that Contractor is under no obligation whatsoever which will or might prevent Contractor from fully performing her obligations under this Agreement. Contractor will disclose in writing to Citadel any proprietary or other financial interest Contractor has or acquires in any organization with which Citadel or any of its affiliated entities does business with or with which they compete; provided, however, Contractor will not be required to disclose any investment of one percent (1%) or less in stock or other securities of a corporation listed on a national securities exchange or regularly traded in the over-the ecunter markets. The warranties set forth herein are in addition to, and not limitation of, those contained elsewhere in this Agreement.
- 5. Assignment. Citadel shall have the right to assign this Agreement, in whole or in part, to any person or entity that succeeds to ownership of Citadel. Contractor agrees and acknowledge that Contractor may not assign this Agreement or any rights hereunder under any circumstances.

- 6. Independent Contractor. Contractor is engaged by Citadel only for the purposes and to the extent set forth in this Agreement, and Contractor's relationship to Citadel shall at all times be that of an independent contractor. Nothing in this Agreement shall be construed to create an employer/employee or joint venture relationship between or among any of the parties hereto, and Contractor agrees that she shall not be entitled to any benefits under any Citadel employee benefit plan. Contractor acknowledges that she is fully liable for and agrees to pay any and all taxes that she may incur hereunder, including but not limited to income and employment taxes. Contractor agrees to keep all Citadel information confidential.
- 7. Right of Publicity. The undersigned hereby grants permission to Citadel to use her name, picture, likeness, and/or voice in any manner for any broadcasting or advertising materials or promotions, whether broadcast or published, without remuneration or further authorization.
- Indemnification and General Release. In consideration of the Contractor's right to be a BJC, and engage in all the activities necessary for, or related to, cheerleading, and intending to be legally bound hereby, Contractor, for herself ard her heirs, personal representatives and assigns, hereby voluntarily, knowingly, completely, and forever releases, waives, and discharges Citadel, the Buffalo Bills, Inc., the County of Erie, New York, the Erie County Stadium Corporation and their respective affiliates, parents, and subsidiaries, and each such parties' respective shareholders, directors, officers, members, agents, employees, consultants, and representatives (collectively, the "Indemnified and Released Parties"), from any and all claims, actions, costs, losses, expenses, demands, damages or other liabilities, known or unknown, absolute or contingent, and whether or not fixed, which Contractor ever had, now has or might in the future have against any of the Indemnified and Released Parties, resulting in any manner from, and/or by reason of, Contractor's participation as a BJC and/or Contractor's participation in any of the activities necessary for, or related to, the act of cheerlending. By executing this Agreement, Contractor hereby acknowledges that she is in good physical condition and does not suffer from any conditions that will prevent her from cheerleading, or make it dangerous, hazardous, or harmful for her to cheerlead or participate in the activities necessary for, or related to, the act of cheerlerding. Contractor understands that: (i) cheerleading has inherent risks, dangers, and hazards; (ii) cheerleading may result in injury or illness including, but not limited to, bodily injury, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; and (iii) Contractor hereby assumes all risks and dangers ard all responsibility for any losses and/or damages. Contractor expressly assumes any and all risk of physical injury or death resulting from, or in any way related to, her cheerlesding or participation in the activities necessary for, or related to, the act of cheerlesding. Contractor further assumes the risk of any loss of, or damage to, any of her property that may occur as a result of Contractor's cheerleading or participation in the activities necessary for, or related to, the act of cheerleading. Contractor hereby further agrees to protect, indemnify, hold harmless, and defend the Indemnified and Released Parties, from and against any and all claims, actions, suits, losses, costs, damages, liabilities or

expenses of any nature whatsoever (including, but not limited to, the costs and expenses of experts, consultants, and attorneys) (collectively. "Claims") arising out of, or relating to, the undersigned's cheerleading or the undersigned's participation in the activities necessary for, or related to, the act of cheerleading. Contractor hereby further agrees to protect, indemnify, hold harmless, and defend the Indemnified and Released Parties, from and against any and all Claims related to Contractor's failure to pay any money or taxes owed under any applicable federal, state or local laws related to compensation received under this Agreement. Contractor's duty to protect, indemnify, hold harmless, and defend the Indemnified and Released Parties shall survive the duration of this Agreement. Contractor hereby represents and warrants that: (i) she voluntarily chooses to be a BJC; (ii) that she voluntarily, knowingly and completely assumes any and all hazards and risks that may arise, directly or indirectly, as a condition of, as a result of or during the undersigned's cheerleading and/or the undersigned's participation in the activities necessary for, or related to, the act of cheerleading; (iii) that she is at least eighteen (18) years of age; and (iv) acknowledges receipt of and understanding of the Buffalo Jills Cheerleaders Rules and Regulations provided to her.

9. Other. This Agreement contains the entire understanding between the parties and shall be construed according to the laws of the State of New York. Any notices under this Agreement shall be in writing and delivered to the respective addresses indicated in this Agreement. Contractor will not incur any expenses whatsoever on Citadel's behalf, or obligate Citadel for any personal expenditure by Contractor or use Citadel's or the stations' names name for any purpose except as specifically previded herein.

CITADEL B RAODCASTING COMPANY 4/4/a
WGRF(FM)

By: [vdy fillis Chief Operating Officer Chief Broadcasting Company

ACCEPTED AND AGREED:

| legal name of Contractor | 1 |
|--|--------------|
| Date: | |
| CAUTION – READ CAREFU Agreement contains a ga | LLY - THIS |

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