

## **LOCAL MARKETING AGREEMENT**

THIS LOCAL MARKETING AGREEMENT ("Agreement") is made as of the 3<sup>rd</sup> day of June, 2016, between Radio Peach, Inc. and Radio Perry, Inc. (collectively, "Licensee"), and Creek Media, LLC, a Georgia limited liability company ("Programmer").

### **Recitals**

A. As of the Commencement Date set forth below, Licensee will be the licensee of AM Broadcast Station WPGA, 980 kHz, Perry, Georgia, Federal Communications Commission ("Commission" or "FCC") Facility ID # 54727 ("WPGA"), FM Broadcast Station WNEX-FM, 100.9 MHz, Perry, Georgia, FCC Facility ID # 54726 ("WNEX-FM"), and AM Broadcast Station WNEX, 1400 kHz, Macon, Georgia, FCC Facility ID # 54034 ("WNEX") (WPGA, WNEX-FM, and WNEX hereinafter collectively referred to as the "Stations"), pursuant to licenses issued by the FCC.

B. Licensee desires to obtain programming for the Stations, and Programmer desires to provide programming for broadcast on the Stations on the terms set forth in this Agreement.

### **Agreement**

**NOW, THEREFORE**, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Term**. The term of this Agreement (the "Term") shall commence on July 1, 2016 (the "Commencement Date"), and will terminate following the day that the FCC is notified regarding the consummation of the transactions contemplated by that certain Asset Purchase Agreement, dated the 20<sup>th</sup> day of May, between Licensee and Programmer, or as otherwise terminated pursuant to Section 17 hereof.

2. **Programming**. During the Term, Programmer shall purchase from Licensee airtime on the Stations for the price and on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the "Program" or "Programs") for broadcast on the Stations twenty-four (24) hours per day, seven (7) days per week (the "Broadcasting Period"). Licensee may reserve the hours of 6:00 a.m. to 8:00 a.m. each Sunday morning to broadcast public affairs programming produced or acquired by Licensee. Licensee shall use its best efforts to provide at least seven (7) days' notice to Programmer in advance of the desired date of such broadcast.

3. **Broadcasting**. Licensee shall broadcast the Programs, subject to the provisions of Section 6 below, and Programmer will have the right to use Licensee's studio and office facilities for Programmer's activities at the Stations pursuant to this Agreement.



4. Advertising. During the Term, subject to the supervision of Licensee and veto of any proposed advertising Licensee deems to not be in the public interest and/or inconsistent with federal statutes and regulations, Programmer will be exclusively responsible for the sale of advertising on the Stations and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all such collections. Any advertising on the Stations that has been sold and/or prepaid for air time occurring on or after the Commencement Date shall be honored by the Programmer, but the Programmer will receive any and all payments for such air time. In the event Licensee has been prepaid for any such air time or is paid for any such air time prior to the Commencement Date, Licensee will remit the amount of any such payments to the Programmer within five (5) business days of the Commencement Date. In the event, Licensee has sold the air time, but has not been paid before the Commencement Date, it will sign over any payments to the Programmer upon receipt or direct for payments to be made directly to Programmer.

5. Accounts Receivable. Upon termination of this Agreement for any reason, Programmer shall assign to Licensee, for collection purposes only, all of Programmer's accounts receivable from Programmer's sales of advertising time on the Stations during the Term as of the termination date ("Termination Accounts Receivable"). Programmer shall deliver to Licensee within ten (10) days after such termination (the "Termination Date") a complete statement of the Termination Accounts Receivable, showing the name, amount and age of each Termination Account Receivable as of the Termination Date. For a period of ninety (90) days after the Termination Date, Licensee shall collect the Termination Accounts Receivable on Programmer's behalf in accordance with the procedures set forth in the above paragraph.

6. Payments. Programmer will pay Licensee the sum of TEN DOLLARS PER MONTH (\$10.00), plus good and valuable consideration, the receipt of which is hereby acknowledged. In addition, Programmer will reimburse Licensee for all payments on behalf of the Station which are required to be paid by Licensee, including the FCC annual regulatory fees for each Station (to be paid in the third quarter of 2016), as well as utilities and maintenance; and, further, Programmer will pay for all costs, including but not limited to costs of programming and sales, in providing programming to the Stations.

7. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Stations during the Term. Without limiting the generality of the foregoing, Licensee will: (1) employ such personnel as necessary and required by the FCC's rules and policies to be responsible for ensuring compliance by the Stations with the technical operating and reporting requirements established by the FCC, and (2) retain control over the policies, programming and operations of the Stations. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which Licensee reasonably believes to be contrary to the public interest, or (b) substituting programs which Licensee reasonably believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local community. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules and published policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, or (iii) delete any announcements



that do not comply with the requirements of the FCC's sponsorship identification rules and policies. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in the Stations's public inspection file. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions.

8. Music Licenses. During the Term, Programmer will maintain ASCAP, BMI and SESAC music licenses with respect to its programming and will be solely responsible for all payments due as a result thereof.

9. Programs.

(a) Programmer shall ensure that the contents of the Programs conform in all material respects with all FCC rules and published policies.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules and published policies, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release such time to Licensee as is necessary to permit Licensee to comply with the political broadcast rules of the FCC.

10. Expenses. During the Term, Programmer will be responsible for the salaries, commissions earned, taxes, insurance and other costs for all personnel used in the production of the Programs supplied to Licensee as well as the costs for maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Stations' broadcast operations in accordance with FCC rules and published policies and applicable law, and all utilities supplied to its main studio and transmitter sites. Programmer will not pay the expenses listed above for any employees of the Licensee. However, Programmer may elect to hire some of the Licensee's employees, and in such event, Programmer will pay the expenses listed above for any such employees, which will be employees of Programmer. In no event will Programmer be responsible for any costs at 1691 Forsyth, St., Macon, Georgia. Licensee will pay for the salaries and insurance related to its employees, subject to the reimbursement provision of paragraph 6 above.

11. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters that may be assigned by the FCC for use by the Stations, and will ensure that proper Stations identification announcements are made with such call letters in accordance with FCC rules and policies. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and policies of the FCC.

12. Handling of Stations' Communications. Programmer will receive and handle mail, faxes, telephone calls, and e-mail from members of the public in connection with the operation of the Stations.



13. Maintenance. During the Term, Licensee shall use commercially reasonable efforts to maintain the operating power of the Stations and shall repair and maintain the Stations' tower and transmitter site and equipment consistent with past practice and the FCC's rules and published policies.

14. Studio Location. Licensee will maintain a main studio facility or facilities for the Stations in accordance with the FCC's rules and published policies, and will staff such main studio(s) consistent with the FCC's rules and published policies.

15. Facilities. Licensee shall provide Programmer with exclusive access to and use of the Stations' studios/offices. When on Licensee's premises, Programmer's personnel shall not permit to exist any lien, claim or encumbrance on the premises, or unreasonably interfere with Licensee's use of such premises. This paragraph is subject to Licensee's ownership of such studio and office facilities and does not constitute a grant of any real property interest.

16. Representations. Programmer and Licensee each represents and warrants to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

17. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement and such failure remains uncured for ten (10) business days, provided further that in no event shall there be a right to such a ten (10)-business day cure more than four times during any given year for late payments; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured, provided, however, an additional period to cure shall be allowed for any additional time reasonably necessary to cure such default so long as the defaulting party is making diligent efforts to remedy such default. Upon the occurrence of an Event of Default, and



in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. If this Agreement is terminated for any reason, the parties agree to cooperate with one another and to take all actions necessary to return the parties to the status *quo ante*. If such termination occurs, Licensee shall honor any reasonable sponsorship agreements Programmer has entered into in the normal course of business, for up to thirty (30) days after termination provided the revenue for such sponsorships is paid to Licensee. Such 30-day period shall begin on the date of notice by Licensee of termination of this Agreement. Failure of Licensee to broadcast the Programs due to any reason out of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder. Notwithstanding anything to the contrary in the event of a breach and termination by Licensee, Programmer shall be entitled to all remedies available at law or equity.

18. Liability and Indemnification. Programmer agrees that, absent gross negligence or willful misconduct by Licensee or Licensee's agents, Licensee shall not have any liability for any loss, harm, damage or injury (to persons or property) whatsoever ("Loss") to Programmer or its employees or agents, including direct, indirect, incidental, or consequential damages or losses, including, without limitation, any such Loss resulting from a failure or loss of power, unsatisfactory or imperfect transmission or other operation of Licensee's equipment, restrictions imposed by governmental authority, conditions beyond its control, or otherwise. Programmer agrees to indemnify and hold Licensee harmless from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including attorneys' fees, occasioned by, arising out of, or resulting from any use made of the Stations or its equipment by Programmer or its employees or agents whatsoever and which are not caused by, or are a result of, Licensee's or Licensee's agent's negligence or misconduct. Further, Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Stations during the Term, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. For its part, Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Stations during the Term, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this paragraph shall survive any termination of this Agreement.

19. Insurance. During the Term, Programmer shall maintain public liability insurance with One Million Dollars (\$1,000,000.00) Bodily Injury, One Million Dollars (\$1,000,000.00) Property Damage and Two Million Dollars (\$2,000,000) Aggregate coverage, and, before the beginning of the Term, will provide Licensee with copies of certificates of insurance demonstrating such coverage.

20. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto which shall not be unreasonably denied; provided, however, if Licensee sells or otherwise assigns the Stations, Licensee shall assign this Agreement to the

buyer and ensure that any such buyer (or its assignees) is bound by the terms of this Agreement. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

21. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules and published policies of the FCC and all other applicable laws. The parties agree that, if required to do so by the rules and regulations of the FCC, Licensee shall file a copy of this Agreement with the FCC and that Licensee, if required to do so by the rules and regulations of the FCC, shall place a copy of this Agreement in the Stations's public inspection file.

22. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or delivery by a nationally recognized overnight courier service, or by e-mail, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Licensee:

Mr. Gaurav Malhotra, as Receiver  
15 William Street, Suite 25E  
New York, NY10005  
and  
Stephen J. Latkovic  
c/o Candlewood Partners  
600 Superior Ave. East, Suite 1800  
Cleveland, OH 44114

With a copy to (which shall not constitute notice);

Dennis J. Kelly, Esquire  
Law Office of Dennis J. Kelly  
Post Office Box 41177  
Washington, DC 20018-0577



If to Programmer:

Mr. Wes Griffith, Manager  
Creek Media, LLC  
543 Cherry Street  
Macon, GA 31201

With a copy to (which shall not constitute notice):

Joshua T. Hale, Esquire  
Lighthouse Law Firm, LLC  
3646 Vineville Ave.  
Macon, GA 31204

24. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the District of Columbia without giving effect to the choice of law provisions thereof. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

25. Certifications. Licensee certifies that it maintains ultimate control over the Stations' facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

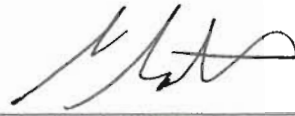
26. Equipment Purchases. If at any time the Programmer elects to install and use any additional equipment purchased by the Programmer, such as new AM transmitters or any other equipment installed at the tower premises or studio premises, Licensee acknowledges that this equipment is owned by the Programmer at all times and can be removed at Programmer's discretion for any reason during the Term. A list of any new equipment items purchased by the Programmer will be submitted to Licensee periodically. If this Agreement is terminated, Programmer may remove equipment it has purchased and installed during the Term.

27. Licensee Requirements. Prior to the Commencement Date, Licensee shall produce the following: documentation of all air time sold after the Commencement Date; account status updates for all such air time sold; and an updated employee list good through the date it is provided.

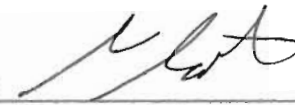
**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first set forth above.

LICENSEE:

RADIO PERRY, INC.

By:   
Gaurav Malhotra  
Receiver

RADIO PEACH, INC.

By:   
Gaurav Malhotra  
Receiver

PROGRAMMER:

CREEK MEDIA, LLC

/s/ Wes Griffith

By: \_\_\_\_\_  
Wes Griffith  
Manager and Member