

JOINT SALES AGREEMENT

THIS JOINT SALES AGREEMENT (this “Agreement”), dated as of February 15, 2018 (the “Effective Date”), by and among (i) Townsquare Media of Utica/Rome, Inc., a Delaware corporation (“TSQ Utica”), (ii) Townsquare Media Licensee of Utica/Rome, Inc., a Delaware corporation (“TSQ Utica Licensee” and, together with TSQ Utica, “TSQ”), (iii) Galaxy Communications, LLC, a Delaware limited liability company (“Galaxy Communications”), and (iv) Galaxy Utica TSQ LLC, a Delaware limited liability company (“Galaxy Utica” and, together with Galaxy Communications, “Galaxy”).

Recitals

A. Galaxy owns and operates FM broadcast station WOUR, Utica, New York (Frequency 96.9 MHz, Facility ID Number 4681) (the “Station”) pursuant to authorizations issued by the Federal Communications Commission (the “FCC”);

B. TSQ and Galaxy are parties to that certain Asset Purchase Agreement, dated as of date hereof (the “Purchase Agreement”), by and among TSQ, Galaxy and the other parties signatory thereto; and

C. TSQ wishes to obtain the sole and exclusive right to sell advertising time on the Station, whether local, regional or national between the date hereof and the Closing under the Purchase 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. Purchase and Sale of Advertising Time. Commencing at 12:01 a.m. on the Effective Date, subject to the terms and conditions set forth in this Agreement, (a) Galaxy agrees to sell to TSQ, and TSQ agrees to purchase from Galaxy, all advertising time to be broadcast on the Station which Galaxy would otherwise sell to third parties during the term of this Agreement, including but not limited to commercial spot announcements, block programming, sponsorships and promotions, and (b) Galaxy agrees to broadcast all advertising and promotional spots which are presented to it by TSQ (collectively, the “Spots”) and (c) Galaxy agrees to sell to TSQ, and TSQ agrees to purchase from Galaxy, all advertising inventory (the “Website/Applications Ad Inventory”) on the Station’s website located www.wour.com (the “Station Website”) and on the Station’s internet streaming, social media accounts, mobile device applications, Amazon Alexa skill and YouTube channel (in each case, with respect to the Station) (the “Station Applications”). TSQ shall have the right to package the Spots with other media. TSQ shall also have the right to use, at no cost to TSQ, such number of fifteen (15), thirty (30) and sixty (60)-second commercials each week as TSQ deems necessary or appropriate, for the purpose of trading supplies or services which are used by TSQ during the term of this Agreement. TSQ will deliver the Spots to Galaxy’s studio or transmitter site by means reasonably acceptable to

Galaxy, which acceptable means shall include, but not be limited to, prerecorded tapes or electronic files, or in the case of “live” spots or promotional references, written advertising copy and directions, along with daily logs. TSQ acknowledges that, as of the Effective Date, Galaxy has entered into agreements and otherwise made commitments to air on the Station commercial Spots (“Pre-Booked Spots”) and public service announcements following the Effective Date. Galaxy shall, prior to the Effective Date, provide TSQ with a complete listing and schedule (and copies of applicable agreements and purchase orders) of all Pre-Booked Spots and public service announcements to be aired after the Effective Date.

2. Exclusivity. No commercial messages or “plugs,” other than Spots, Pre-Booked Spots and promotional references designated or approved by TSQ hereunder, shall be made in programming presented over the Station provided by Galaxy to or for the benefit of any business venture, profit-making activity, or other interest. Non-commercial announcements (which shall only be for bona fide charities, church activities, or nationally recognized public service organizations) may be broadcast by Galaxy, provided that in no event shall the amount or frequency of such non-commercial messages vary from past practice or unduly change the programming of the Station.

3. Compensation and Payments.

(a) On and after the Effective Date and continuing after termination of this Agreement, TSQ shall be responsible for the billing and collection of all accounts receivable attributable to the Spots (including the Pre-Booked Spots). All accounts receivable for advertising broadcast prior to the Effective Date by the Station shall remain the property of Galaxy, subject to the terms and conditions of the Purchase Agreement.

(b) As payment in full for the advertising time purchased by TSQ hereunder, with respect to each calendar month during the term of this Agreement, TSQ shall pay over to Galaxy a revenue share (the “Galaxy Revenue Share”) equal to the sum of (i) with respect to Pre-Booked Spots, fifty percent (50%) of the gross sales revenues for the applicable calendar month plus the amount of agency, buying service and sales commissions owed by Galaxy on the sale of such Pre-Booked Spots, plus (ii) with respect to Spots other than Pre-Booked Spots, fifty percent (50%) of the total amount of Net Sales Revenue (as defined below) for the applicable calendar month. TSQ shall retain the remainder of the gross revenues on sales of Pre-Booked Spots (after payment to Galaxy as aforesaid) and the remaining fifty percent (50%) of the total amount of Net Sales Revenue for such calendar month on sales of other Spots as its commission with respect to its services provided hereunder. For purposes of this Agreement, the term “Net Sales Revenue” means all gross revenue received by TSQ and Galaxy for all Spots (other than the Pre-Booked Spots) and Website/Applications Ad Inventory, less agency, buying service or other sales commissions (including, without limitation, commissions to account executives) paid to or withheld by TSQ or any advertiser, agency or service, as the case may be.

(c) The Galaxy Revenue Share shall be due and payable on or before the fifteenth (15th) day of each calendar month and shall be calculated with respect to the immediately preceding calendar month. The Galaxy Revenue Share shall be prorated for any partial calendar month during the term of the Agreement.

4. Term. The term of this Agreement shall commence on the Effective Date and shall terminate on the Closing Date (as defined in the Purchase Agreement), unless sooner terminated as hereinafter provided.

5. Commercial Time. Galaxy agrees that, with the exception of block programming, the amount of commercial matter for the Station available to TSQ shall average twelve (12) minutes for each sixty (60) minute segment, except during political broadcast periods when an additional two (2) minutes per hour may be run.

6. Approval of Spots. At all times during the term hereof, Galaxy shall retain control over the decision to accept or reject any Spots, said control to be exercised in good faith and in a manner consistent with the purposes and intent of this Agreement and not for the principal purpose of interfering with the economic benefits to be obtained by TSQ hereunder, and provided that TSQ shall have the right to terminate this Agreement if more than five percent (5%) of the Spots submitted in any month are rejected.

7. Handling of Mail and Public File. To the extent either party hereto receives or handles mail, emails, or telephone calls in connection with any programs or Spots broadcast on the Station, each party shall promptly advise the other of any public or FCC complaint or inquiry concerning such programming or Spots and shall give the other party copies of any letters from the public or the FCC, including complaints, concerning such programming or Spots.

8. Station Domain Names, Website and Applications.

(a) Promptly (and in no event less than fifteen (15) days) following the Effective Date, Galaxy shall execute and deliver, or caused to be executed and delivered, to TSQ all documents, papers, forms and authorizations, and take such other actions as are necessary in accordance with the procedures of the applicable internet domain name registrars to effectuate and evidence the transfer of ownership and control (including administrative and technical access) to TSQ (or its designee) of all Station domain names set forth on Exhibit A hereto (the “Station Domain Names”), and cause the Station Domain Names to be registered in the name of TSQ (or its designee) with the domain name registrar of TSQ’s choosing as designated by TSQ in writing (collectively, the “Transfer”); provided, however, that (a) if the Closing (as defined in the Purchase Agreement) does not occur and the Purchase Agreement is terminated in accordance with the terms therein, and (b) the Transfer has been finalized and completed, then TSQ will execute and deliver, or caused to be executed and delivered, to Galaxy all documents, papers, forms and authorizations, and take such other actions as are necessary in accordance with the procedures of the applicable internet domain name registrars to effectuate and evidence the transfer of ownership and control (including administrative and technical access) to Galaxy (or its designee) of the Station Domain Names, and cause the Station Domain Names to be registered in the name of Galaxy (or its designee) with the domain name registrar of Galaxy’s choosing as designated by Galaxy in writing (a “Reversion of Transfer”).

(b) Unless there is a Reversion of Transfer as described in Section 8(a) above, upon the completion of the Transfer and for the remainder of the term of this Agreement, TSQ will assume the responsibility of hosting, maintaining, creating content for, operating and managing, at TSQ’s expense, the Station Website and the Station Applications, including,

without limitation, managing and selling advertising inventory on the Station Website and the Station Applications (provided, that TSQ will maintain any existing advertising commitments Galaxy has agreed to prior to the date hereof which advertising commitments are set forth on Exhibit B hereto). In connection with fulfilling such responsibility TSQ may (but will have no obligation to) modify and/or re-design the Station Website and the Station Applications, in whole or in part, at its sole discretion.

9. Responsibilities of Galaxy. During the term of this Agreement, Galaxy shall:

(a) maintain the operating power of the Station at the maximum level authorized by the FCC for the Station, maintain all broadcast equipment and other equipment necessary for the Station's programming and the transmission thereof to the Station's transmission equipment and antennas, in good operating condition and repair and in compliance with the Communications Act in 1934, as amended (the "Act"), and comply with all other applicable rules, regulations and technical standards of the FCC. All capital expenditures reasonably required to maintain the technical quality of the broadcast equipment and its compliance with applicable laws and regulations shall be made at the sole expense of Galaxy in a timely fashion;

(b) employ and be responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of its programming;

(c) use its reasonable best efforts to maintain the quality of the Station's programming and "sound";

(d) use its reasonable best efforts to provide programming on the Station to attract the greatest number of listeners and advertisers (and meet or confer with TSQ on a regular basis to review programming being provided by Galaxy in the Station);

(e) provide the staff of TSQ with reasonable use of Galaxy's facilities; and

(f) provide TSQ with at least forty-eight (48) hours advance notice of any maintenance work or repairs of the transmission equipment or antennas of the Station which prevents the Station from operating a maximum power for any period of time.

10. Responsibilities of TSQ. During the term of this Agreement, TSQ shall:

(a) provide Galaxy for inclusion in the Public Files information required with respect to the broadcast of political advertisements, in accordance with the FCC's rules, and consult and adhere strictly to statutes and the rules, regulations and policies of the FCC, as announced from time to time, with respect to the carriage of political advertisements and the charges permitted therefor;

(b) not hold itself out as the owner of the Station, and shall enter into all contracts in its own name, but may bind itself to run Spots on the Station, and use the Station call sign and any or all of the Station logos in connection with its sales and promotional materials and efforts;

(c) be responsible for the salaries, taxes, insurance and related costs and expenses of its employees, including but not limited to commissions for all personnel used in the sales of the Spots;

(d) be responsible for creating, directing and managing Station promotions with the reasonable approval of Galaxy as otherwise set forth herein;

(e) be responsible for the collection of its own accounts receivable arising from sales of the Spots; and

(f) create and produce sales materials for the Station.

11. Control of Station.

(a) Notwithstanding anything to the contrary in this agreement, Galaxy shall have full authority, control and power over the operation of the Station during the term of this Agreement. Galaxy's general manager shall report solely to and be accountable solely to Galaxy and shall direct the day-to-day operation of the Station. Except as provided under this Agreement, Galaxy shall retain control over the finances, employees, policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any Spots, the right to preempt any Spots in order to broadcast a matter deemed by Galaxy to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of New York, the rules, regulations, and policies of the FCC, and the rules, regulations and policies of other federal governmental authorities. Galaxy shall at all times be solely responsible for meeting all FCC requirements and obligations including but not limited to those with respect to public service programming, main studio, political rates, public inspection files, and the Station logs, and for the preparation of programs/issues lists and programming specifically intended to meet those ascertained interests and needs. Galaxy shall be solely responsible for compliance with the FCC's main studio rules and policies. Whenever on the premises of the Station, all TSQ personnel shall be subject to the supervision and the direction of Galaxy.

(b) TSQ shall, upon the reasonable written request by Galaxy, to the extent practicable, provide Galaxy with information to enable Galaxy to prepare records, reports and logs required by the FCC or other local, state or federal governmental agencies.

12. Compliance with Law. TSQ and Galaxy shall, throughout the term of this Agreement, comply with the Act, the rules, regulations and policies of the FCC, and all other laws and regulations applicable to the conduct of their business, including, without limitation, the rules and policies of the FCC with respect to equal employment.

13. Indemnification; Warranty. Each party (as the case may be, the "Indemnitor") shall indemnify and hold harmless the other party (as the case may be, the "Indemnitee"), its directors, officers, managers, members, shareholders, employees, agents and affiliates, from and against any and all liability, including without limitation all consequential damages and reasonable attorney's fees, arising out of the programming or Spots furnished by the Indemnitor, any breach of this Agreement by the Indemnitor or the conduct of the Indemnitor, its directors, officers, managers, members, employees, contractors, agents or affiliates. Without limiting the

generality of the foregoing, Indemnitor shall indemnify and hold and save the Indemnitee, its directors, officers, managers, members, shareholders, employees, agents and affiliates, harmless against liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming or Spots furnished by the Indemnitor. Galaxy will maintain customary amounts of libel and slander insurance, naming TSQ and such other parties as TSQ may designate as additional insured parties, and provide evidence of such insurance to TSQ. Each party's obligation to hold the other harmless against the liabilities specified above shall survive any termination of this Agreement.

14. Events of Default. Each of the following shall constitute an “Event of Default” under this Agreement:

(a) Non-Payment. TSQ's failure to pay the consideration provided for in Section 3 hereof when the same is due and payable hereunder;

(b) Default in Covenants. TSQ's or Galaxy's default in the observance or performance of any material covenant, warranty, condition or Agreement contained herein (provided, however, that if any such default can be cured without expense, loss, damage or liability (or risk thereof) to the non-breaching party, such default shall not constitute an Event of Default hereunder if such default is cured within ten (10) days after notice thereof by the non-breaching party;

(c) Breach of Representation. TSQ's or Galaxy's material breach of any representation or warranty herein, or in any certificate or document furnished pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect as of the time made or furnished;

(d) Insolvency. The voluntary filing by TSQ or Galaxy (or involuntary filing with respect to TSQ or Galaxy if not vacated within sixty (60) days after such filing) of a petition for reorganization or dissolution under federal bankruptcy laws or under substantially equivalent state laws; or

(e) Major Change in Station Programming. Galaxy makes any substantial change in the programming of the Station (such as a change in the music “format” of the programming broadcast by the Station immediately prior to the Effective Date) which is not approved in advance by TSQ.

Any Event of Default of the type specified in this Section 14 shall not be deemed to have occurred until ten (10) days after written notice has been provided specifying the event or events that, if not cured, would constitute an Event of Default and specifying the action necessary to cure the Default within that period; provided, that with respect to a breach under Section 14(e) such period shall be five (5) days. If an Event of Default shall have occurred and be then continuing, the non-defaulting shall have the right to immediately terminate this Agreement and exercise any and all rights or remedies available at law to recover all damages, direct or indirect, resulting from such Event of Default and early termination of this Agreement.

15. Representations and Warranties.

(a) Mutual Representations and Warranties. Both TSQ and Galaxy represent that they are legally qualified, empowered, and able to enter into this Agreement, and that it has been reviewed and approved by their respective counsel.

(b) Galaxy's Representations, Warranties and Covenants. Galaxy makes the following further representations, warranties and covenants:

(i) Authorizations. At the Effective Date, Galaxy will own and hold all licenses and other permits and authorizations necessary for the operation of the Station as presently conducted (including licenses, permits and authorizations issued by the FCC), and such licenses permits and authorizations will be in full force and effect for the entire term, unimpaired by any acts or omissions of Galaxy, its managers, members, officers, employees or agents. There is not now pending or, to Galaxy's best knowledge, threatened, any action by the FCC or other party to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses, permits or authorizations, and, to Galaxy's best knowledge, no event has occurred that allows or, after notice or lapse of time or both, would allow, the revocation or termination of such licenses, permits or authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station as presently conducted. Galaxy has no reason to believe that any such license, permit or authorization will not be renewed in its ordinary course. Galaxy is not in violation of any statute, ordinance, rule, regulation, order or decree of any federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which default or violation would have an adverse effect on the Station, Galaxy or its assets or on its ability to perform this Agreement. Galaxy is not subject to any contract, agreement or other arrangement that prohibits or restricts Galaxy from entering into or performing under this Agreement.

(ii) Filings. All reports and applications required to be filed by Galaxy with the FCC or any other governmental agency, department or body with respect to the Station have been, and in the future will be, filed in a timely manner and are and will be true and complete and accurately present the information contained therein. All such reports and documents, to the extent required to be kept in the public inspection files of the Station, are and will be kept in such files.

(iii) Facilities. The Station's facilities will be maintained at the expense of Galaxy and will comply and be operated in accordance with the maximum facilities permitted by the FCC authorizations for the Station and in good operating condition and repair necessary to deliver a high quality technical signal to the area served by the Station, and with all applicable laws and regulations (including the requirements of the Act).

(iv) Insurance. Galaxy will maintain in full force and effect throughout the term of this Agreement insurance with responsible and reputable insurance companies or associations covering such risks (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims against personal injury or death or property damage and such other insurance as may be required by law) and in such amounts and on such terms as is customarily carried by broadcasters operating radio stations with facilities

comparable to those of the Station. Any insurance proceeds received by Galaxy in respect of damaged property will be used to repair or replace such property so that the operation of the Station conforms with this Agreement.

16. Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by the party against whom the waiver is sought to be enforced, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

17. Delay in Exercise of Remedies; Remedies Cumulative. No failure or delay on the part of Galaxy or TSQ in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Galaxy and TSQ herein provided are cumulative and are not exclusive of any right or remedies which they may otherwise have.

18. Construction. This Agreement shall be construed in accordance with the internal substantive (that is, without reference to conflict of laws doctrines) laws of the State of New York and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations and policies of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted. The parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for joint sales agreements and agree that they shall negotiate in good faith to meet any FCC concern with respect to this Agreement if they are incorrectly interpreting current FCC policy or if FCC policy as hereafter modified so requires. If the parties cannot agree to a modification or modifications deemed necessary by either party to meet FCC requirements, the termination provisions of Section 19 below shall apply. The parties further agree that they will make all required filings with the FCC with respect to this Agreement.

19. Termination. Either party may terminate this Agreement effective immediately if (a) it has been ordered by the FCC to terminate this Agreement or to suspend (either permanently or temporarily) the rights and obligations of the parties hereunder in order to comply with (or while a determination is being made with respect to compliance with) the Act or FCC rules or policies, and such termination shall be the parties' sole remedy for any such finding by the FCC, or (b) the Purchase Agreement has been terminated in accordance with its terms.

20. Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

21. Successors and Assigns. Subject to Section 25, this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns, including, without limitation, any permitted transferees or assignees of any kind of the FCC license(s) for the Station.

22. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the same original or the same counterparts.

23. Notices. Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or one day after deposited with Federal Express or another recognized overnight carrier for overnight delivery, or five (5) days after mailed by certified mail, postage prepaid, with return receipt requested, and addressed as follows:

if to Galaxy:

Galaxy Communications, LLC
235 Walton Street
Syracuse, New York 13202
Attention: Edward Levine
Facsimile: 315-472-1888
Email: galaxyceo1@gmail.com

if to TSQ:

Townsquare Media, Inc.
240 Greenwich Avenue
Greenwich, CT 06830
Attention: Claire Yenicay
Email: claire@townsquaremedia.com

and

Townsquare Media, Inc.
240 Greenwich Avenue
Greenwich, CT 06830
Attention: Christopher Kitchen
Facsimile: 800-301-6408
Email: chris.kitchen@townsquaremedia.com

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

McDermott Will & Emery LLP
340 Madison Avenue
New York, NY 10173
Attention: Todd A. Finger
Facsimile: 212-547-5444
Email: tfinger@mwe.com

24. Entire Agreement. This Agreement (together with the Addendum hereto) embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the

subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless it is embodied in a written instrument signed by the parties.

25. Severability and Assignment. Except for the provisions relating to the FCC in Sections 18 and 19 hereof, if any provision or provisions contained in this Agreement is held to be invalid, illegal or unenforceable, this shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein. Neither TSQ nor Galaxy may assign this Agreement without the prior approval of the other party (which shall not be unreasonably withheld or delayed) except that TSQ may, without the approval of Galaxy, assign this Agreement to any legally qualified successor licensee of any of the radio stations owned and operated by TSQ.

26. No Joint Venture. The parties agree that nothing herein shall constitute a joint venture between them. The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

27. Extended Interruptions. Notwithstanding any other provision hereof, if during the term of this Agreement, any event occurs which prevents signal transmission by the Station as it is currently operating for a period of seven (7) or more days or causes the Station to operate at less than ninety percent (90%) of its authorized operating power for a period of more than ten (10) days, Galaxy shall give prompt written notice thereof to TSQ and TSQ shall have the right, by giving written notice to Galaxy of its election to do so, to terminate this Agreement effective as of a date stated in such notice.

28. Disputes. In the event of a dispute arising between Galaxy and TSQ with respect to this Agreement or the subject matter hereof, Galaxy and TSQ shall, prior to pursuing other available legal or equitable remedies (but without limiting or delaying either party's right to terminate this Agreement upon an Event of Default), in good faith engage in discussions and negotiations intended to settle and resolve such dispute for a period of not less than thirty (30) days following written notice from either such party to the other party.

29. Publicity. TSQ and Galaxy shall not issue any press release or otherwise make any statement to the general public with respect to the transactions contemplated herein except as may be required by law, regulation, stock exchange requirements or as agreed to in writing by Galaxy and TSQ.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**TOWNSQUARE MEDIA OF UTICA/ROME,
INC.**

By: Claire Yenicy
Name: Claire Yenicy
Title: Executive Vice President

**TOWNSQUARE MEDIA LICENSEE OF
UTICA/ROME, INC.**

By: Claire Yenicy
Name: Claire Yenicy
Title: Executive Vice President

GALAXY COMMUNICATIONS, LLC

By: _____
Name: Edward Levine
Title: President and Chief Executive Officer

GALAXY UTICA LICENSEE LLC

By: _____
Name: Edward Levine
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**TOWNSQUARE MEDIA OF UTICA/ROME,
INC.**

By: _____
Name: Claire Yenicay
Title: Executive Vice President

**TOWNSQUARE MEDIA LICENSEE OF
UTICA/ROME, INC.**

By: _____
Name: Claire Yenicay
Title: Executive Vice President

GALAXY COMMUNICATIONS, LLC

By:  _____
Name: Edward Levine
Title: President and Chief Executive Officer

GALAXY UTICA LICENSEE LLC

By:  _____
Name: Edward Levine
Title: President and Chief Executive Officer