

LOCAL MARKETING AGREEMENT

This LOCAL MARKETING AGREEMENT entered into as of the 4 day of April, 2011 (this "Agreement"), by and between GREELEY BROADCASTING CORPORATION, a Colorado corporation ("Licensee") and WOLF CREEK RADIO BROADCASTING, LLC, a Wyoming limited liability company ("Programmer").

RECITALS:

WHEREAS, Licensee owns and is authorized to operate radio KLMI (FM), (Channel 291C3, 106.1 MHz), licensed to Rock River, Wyoming (the "Station"), pursuant to licenses issued by the Federal Communications Commission ("FCC" and "FCC Licenses"); and

WHEREAS, Licensee desires that Programmer will provide programming for the Station and sell advertising time on the Station for the term hereof, and agrees to provide Programmer an option to acquire the Station, Licensee's assets, tangible and intangible, real and personal, used or held for use in the operation of the Station ("Station Assets"), and FCC Licenses, for payments made hereunder, and Programmer desires to provide such programs, sell the advertising time on the Station, and acquire the Station, Station Assets and FCC Licenses, as further provided herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale of Time. Subject to the provisions of the Agreement, the Communications Act of 1934, as amended (the "Act") and the applicable rules, regulations and policies of the FCC (the "FCC Rules"), Licensee agrees to make the Station's broadcasting transmission facilities available to Programmer for broadcast of Programmer's programs on the Station (the "Programming"). Programmer will have the right to broadcast on the Station up to twenty-four (24) hours of programming each day during the Term, as defined herein. Notwithstanding the foregoing, Licensee reserves up to two (2) hours of the Station's time per week for its own uses for public affairs programming at a mutually agreeable time.
2. Term. The term of this Agreement shall commence on April 4, 2011 (the "Effective Date") and unless earlier terminated as provided in this Agreement, and shall continue in full force and effect for five (5) years, such five year period measured from the first day of the first month following the Station's being in operation for 30 consecutive days broadcasting the Programming (the "Term").
3. Consideration. As consideration for the air time made available by Licensee hereunder during the Term, Programmer shall make payments to the Licensee, including the payment to Licensee of a monthly sum (the "Monthly Fee") in accordance with Schedule A hereto.

SRT

4. Licensee's Responsibility for Expenses. Licensee shall be solely responsible for payment of certain operating costs of the Station:
- (a) salaries, payroll taxes, insurance, benefits and related costs of Licensee's Chief Operator and other personnel employed by Licensee in the operation of the Station as required by the FCC Rules;
 - (b) lease payments, power and other utility bills, insurance and maintenance costs for the Station's transmission and tower facilities;
 - (c) income, gross receipts, sales, real property, personal property, excise and/or any other taxes of any nature whatsoever related to the ownership of Licensee's assets or Licensee's own programming efforts on the Station; and
 - (d) costs and expenses (including legal costs and filing fees) incurred in connection with the Station's compliance with FCC Rules.

Licensee shall make all necessary payments in a timely fashion from its own accounts and using the Monthly Fee payments from Programmer.

5. Licensee's Authority. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Station during the Term. Licensee shall be responsible for all programming it furnishes for broadcast on the Station and for the payment of the salaries of all of its employees, all of whom shall report solely to and be accountable solely to the Licensee. Licensee shall retain the right to interrupt or preempt Programmer's programming at any time if Licensee determines the programming is not in the public interest or violates this Agreement or the right of thirds of third parties, or in case of an emergency or Emergency Alert System ("EAS"), or any successor system's activation, or for the purpose of providing programming which Licensee in its sole discretion determines to be of greater national, regional or local importance; provided, however, that any revenues realized by Licensee as a result of such interruption or preemption shall promptly be remitted to Programmer. In the event Licensee shall interrupt or preempt Programmer's programming as described above, unless because of unacceptable programming provided by Programmer, Programmer may elect to reduce the Monthly Fee on a prorated basis.
6. Advertising and Programming Revenues. Programmer shall retain all revenues from the sale of advertising time on the programming it broadcasts on the Station on and after the Effective Date until termination of this Agreement, provided it has made all payments required of it hereunder.
7. Political Advertising. Programmer shall cooperate and consult with Licensee concerning its policies and practices regarding political advertising and otherwise take such steps as may be necessary or appropriate in order to ensure Licensee's compliance with its obligations under the Act and the FCC Rules, with respect to

the carriage of political advertisements and programs (including, without limitation, the right of candidates and, as appropriate other, to "equal opportunities") and the charges permitted therefor.

8. Licensee's Representation, Warranties and Covenants. Licensee represents, warrants and covenants to Programmer that:

(a) Qualification. Licensee is and shall remain a corporation duly organized and validly existing under the laws of the State of Colorado, and is legally qualified, empowered and able to enter into and carry out this Agreement. This Agreement constitutes the valid and binding obligation of Licensee.

(b) Authorizations. Licensee now holds all permits and authorizations necessary for the operation of the Station including all FCC permits and authorizations. Licensee will continue to hold such permits and authorizations throughout the Term and shall timely file for and obtain renewal of the FCC Licenses. Licensee is operating and shall operate the Station in accordance with the Act and the FCC Rules.

(c) No Violation. Licensee is not in material 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 material default or violation would have and adverse effect on Licensee or its assets or on its ability to perform this Agreement.

(d) Compliance. Licensee shall be responsible for the Station's compliance with all applicable provisions of the Act and the FCC Rules and all other applicable laws, and shall diligently prosecute all necessary FCC application, including an application for a renewal of license. Licensee shall maintain the Station's public file as required by FCC rules.

(e) Transmitting Facilities. The Licensee shall reasonably insure that the transmitting and tower facilities of the Station will be promptly restored to working order and, during the Term shall be maintained by Licensee in accordance with good engineering practices and all applicable FCC Rules and shall transmit at full operating parameters in accordance with the FCC Licenses. The Station shall comply with all engineering requirements as set forth in the FCC Licenses, and Licensee shall take all steps, at its own costs, reasonably necessary to ensure continued compliance therewith.

(f) Employees. Licensee shall retain such employees as necessary as to comply with FCC rules and policies, and shall designate a Chief Operator, as that term is defined by the rules and regulation of the FCC (who may also hold the position of Chief Engineer), who shall be responsible for ensuring compliance by the Station with the technical operating and reporting requirements established by the FCC.

(g) Station Assets. Licensee shall not sell or otherwise dispose of any item of the tangible personal property included in the Station Assets (unless such item is worn or obsolete and is replaced by a reasonably equivalent piece of equipment) or unreasonably terminate or fail to renew any lease or contract that is material to the operation of the Station. Licensee shall arrange for Programmer to obtain the benefit of all such items, leases and contracts, even if they are not conveyed or assigned to Programmer during the Term hereof. Licensee shall reasonably insure that Programmer, should it exercise the right to acquire the Station as provided by Section 13 hereof, shall have the right to

SRE

assume the transmitter site lease. Licensee shall not further encumber the assets of the Station during the Term of this agreement, and shall not entertain, negotiate or enter into any agreement for the sale of the Station to any party other than Programmer, or for any time brokerage or local marketing agreement in any manner contrary hereto.

(h) Main Studio. Programmer shall duly maintain at its own expense a physical facility from which it will provide programming to the Station a location which, under the FCC rules, qualifies to be the location of a main studio for the station. During the term of the agreement, Programmer shall sublease to Licensee at the rate of \$1 per year, space for Licensee to use as the Main Studio of the Station, including one office, and shall provide Programmer the use or benefit of any Station Assets that are tangible personal property, including all studio equipment used or useful in connection with the Station, but shall not be responsible to replace any such Station Assets except for transmission and tower facility equipment. Licensee shall maintain the Station's public inspection file at the main studio.

(i) Prompt Payment of Expenses. Licensee shall promptly pay when due any and expenses or obligations set forth in Section 4 hereof.

9. Programmer's representations, warranties and Covenants. Programmer represents, warrants and covenants to Licensee that:

(a) Qualification. Programmer is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and bind obligation of Programmer.

(b) FCC Compliance. All of the programming, advertising and promotional material Programmer broadcasts on the Station shall be in substantial compliance with the rules, regulations and policies of the FCC and the Act and the reasonable standards established by Licensee. Programmer shall cooperate with Licensee so that Licensee may fulfill its FCC obligations.

(c) Correspondence. Programmer shall promptly forward Licensee any mail which it may receive from any agency of government or any correspondence from members of the public or other information it may receive relating to the Station or to any of Programmer's programming broadcast on the Station.

(d) Station Identification Announcements/EAS Tests. During all hours when Programmer is delivering the Programming for broadcast over the Stations, Programmer shall (include in the Programming, at the appropriate times, the hourly station identification announcement required to be broadcast over the Stations. Additionally, during all hours when Programmer is delivering the Programming for broadcast over the Stations, Programmer shall maintain a receiver capable of receiving test messages and alerts over the Emergency Alert System, which EAS receiver shall be continuously monitored. If an EDAS test or alert is received, Programmer shall cause the appropriate EAS test or alert message to be transmitted over the Station, shall, in the event of an actual activation of the Emergency Alert System, cause all steps that the Station is required to take in such an event to be taken, and shall be responsible for assuring that the receipt and broadcast of all EAS tests and alerts are properly recorded in the station log.

(e) Sponsorship Identification. Programmer shall include in the Programming the sponsorship identification/political advertising announcements with respect to

advertising and other material included in the Programming required by Section 73.1212 of the FCC Rules.

(f) Nondiscrimination. In accordance with Paragraphs 49 and 50 of FCC Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Station on the basis of race, gender, religion, national origin, age or disability and all such contracts shall be evaluated, negotiated and completed without regard to race, gender, religion, national origin, age or disability. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide to Licensee confirmation of compliance with such requirement.

10. Right to Use Programs. The right to use Programmer's original programs and to authorize their use in any manner and in any media whatsoever shall be, and remain, vested in Programmer.

(a) Notice. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this Section 12 unless such claim for indemnification is asserted in writing, delivered to the other party, and, where such claim, loss, cost, liability, damage or defense involves a legal action, the party against whom indemnification is sought has been given written notice sufficiently in advance to permit such party to defend, contest, or comprise such action at its own cost and risk.

(b) Survival. The obligation of the Programmer and Licensee to indemnify and hold each other harmless as set forth in this Agreement shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations as to the parties hereto and to claims of third parties.

11. Indemnification.

(a) By Programmer. Programmer shall indemnify, defend, and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, FCC Forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description, arising out of (i) the broadcast of the Programming under this Agreement; (ii) any misrepresentation or breach of any warranty of Programmer contained in this Agreement; and (iii) any breach of any covenant, agreement, or obligation of Programmer contained in this Agreement.

(b) By Licensee. Licensee shall indemnify, defend, and hold Programmer harmless from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description, arising out of (i) Licensee's broadcasts over the Stations; (ii) any misrepresentation or breach of any warranty of Licensee contained in this Agreement; and (iii) any breach of any covenant, agreement or obligation of Licensee contained in this Agreement.

12. Termination.

SRF

(a) Grounds. In addition to any other remedies available at law or equity, this Agreement may be terminated as set forth below by either Licensee or Programmer by written notice to the other, if the party seeking to terminate is not then in material default or breach of this Agreement, upon the occurrence of any of the following:

(i) The other party is in material breach of its obligations hereunder and has failed to cure such breach within sixty (60) days of written notice from the non-breaching party; provided, however, that if the breach is one that cannot be cured with reasonable diligence within sixty (60) days, but could be cured within an additional thirty (30) days and the breaching party is diligently attempting to cure the breach, then the non-breaching party may not terminate this Agreement on account of such breach until such additional thirty (30) day period has elapsed without a cure.

(ii) The mutual consent of both parties or the Station acquisition;

(iii) The other party shall make a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which if filed against such party, has not been dismissed within sixty (60) days thereof;

(iv) This Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(v) There has been a change in FCC rules, policies or case law precedent that would cause this Agreement or any provision thereof to be in violation thereof and such change is not the subject of an appeal or further administrative review.

(b) Effect of Termination. Upon a termination of this Agreement according to the provisions of this Section 12 caused by Programmer's material breach, Programmer shall forfeit all Monthly Fees then paid or due to Licensee. Upon a termination of this Agreement by Programmer for Licensee's breach, or by Licensee for any reason other than Programmer's material breach, the provisions of Section 13 hereof shall remain in full force and effect, and to seek specific performance of Section 13. Licensee acknowledges that the Station is a unique asset, not readily available on the open market, as to which money damages would be difficult to ascertain, and Licensee therefore waives any defense that Programmer has an adequate remedy at law for a material breach by Licensee of this Agreement.

(c) No termination pursuant to this Section 12 shall relive any party of liability it would otherwise incur for breach of this Agreement.

(d) Attorney's Fees: Should Licensee be required to institute any action or proceeding at law or in equity to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of any alleged breach of any provision of this Agreement by Programmer, or otherwise in connection with this Agreement or any provision hereof, Licensee shall be entitled to recover from Programmer reasonable attorneys' fees, court costs and cost for services rendered to Licensee in such action or proceeding.

SRF

(e) Return of equipment and premises: Upon termination of this agreement for any reason, Programmer shall return to Licensee any equipment or property, keys, and possession of any Licensee owned or leased premises of the Station used by Programmer, its employees or agents, in substantially the same condition as such property, equipment and premises existed at the commencement of this Agreement, reasonable wear and tear excepted.

(f) No termination pursuant to this Section 12 shall relieve any party of liability it would otherwise incur for breach of this Agreement.

13. Acquisition of the Station, Station Assets and FCC Licenses.

(a) Station Purchase. Upon adequate notice thereof no later than six (6) months prior to this Agreement's termination, provided it is not in breach hereof, during the Term of this Agreement, Programmer shall have the exclusive right to acquire the Station, Station Assets and FCC Licenses within 60 days of any termination of this Agreement before the end of the Term (except for termination caused by a material breach by Programmer of this Agreement). The purchase price for the Station, Station Assets and FCC Licenses shall be [REDACTED] (the "Purchase Price"), provided that all Monthly Fees and the Deposit paid by Programmer before the Closing (as defined below) shall be credited as payment of a portion of the purchase price, and if the Closing occurs near the end of the Term, the purchase price shall be satisfied by the Monthly Fees and Deposit paid by Programmer to Licensee, plus [REDACTED]. The Station Assets shall include, without limitation marketable title to: (i) all tangible personal property of Licensee used in the operation of the Station, including all studio equipment of Licensee's used or useful in the operation of the Station; (ii) the tower, tower lease, and/or fee simple ownership of the ground space where the tower is located; (iii) any Licensee contracts that are necessary for operation of the Station, at Programmer's sole election; and (iv) any other Licensee item that is then used or held for use by Programmer in its operation of the Station.

(b) FCC Application. Upon written notice from Programmer to Licensee given before the end of the Term that Programmer has decided to purchase the station, Licensee shall promptly join Programmer in preparation and filing of an assignment application with the FCC, to be filed within Ten (10) business days of the notice from Programmer to Licensee, or at some later time as the parties mutually agree. Programmer shall bear the cost of the FCC fees associated therewith. The parties shall cooperate in prosecution of such application each at their own expense. This Agreement shall remain in effect beyond the end of Term, or other termination for an additional period of up to six months if the assignment application has been timely filed with the FCC but has not been acted upon.

(c) Closing. The closing of the Station acquisition ("Closing") shall occur at a time selected by these parties, no earlier than five (5) days after the FCC consent to assignment of the FCC Licenses (the "FCC Consent") has been issued, and no later than forty (40) days after such Consent is final, i.e. no longer subject to administrative or judicial review, reconsideration or appeal. At the Closing, Licensee shall deliver to Programmer such Bills of Sale, Assignments, and other documents as are necessary to convey all of Licensee's right, title and interest in the Station, Station Assets and FCC Licenses to Programmer, free and clear of all liens and encumbrances.

Programmer shall pay the remainder of the Purchase Price if the credits for the monthly payments are insufficient to satisfy that obligation.

14. Notices. All necessary notices, demands and requests permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery, or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Programmer:

Shawn Faxon

1101 S. 4th

Laramie, WY 82070

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

David D. Oxenford, Esq.

Davis Wright Tremaine LLP

1919 Pennsylvania Avenue, NW Suite 800

Washington, DC 20006

If to Licensee:

Ricardo Salazar

Greeley Broadcasting Corporation

800 8th Ave. Suite 304

Greeley, CO 80631

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

Richard Blundell

1227 8th Ave.

Greeley, CO 80631

15. Modification And Waiver. No modification of any provision of this Agreement shall in any event be effective unless the same shall be in writing and then such modification shall be effective only in the specific instance and for the purpose for which given.

16. Construction. This Agreement shall be construed in accordance with the internal laws of the State of Colorado. The obligations of the parties hereto are subject to all federal, state and local laws and regulations now or hereafter in force, the Act and the FCC Rules and all other government entities or authorities presently or hereafter to be constituted.

17. 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.

18. Counterpart Signature. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties

SRF

hereto notwithstanding that the parties are not signatory to the original or the same counterpart.

19. **Entire Agreement.** This Agreement supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

20. **No Partnership Or Joint Venture Created.** Nothing in this Agreement shall be construed to make Licensee and Programmer partners or joint ventures or to afford any rights to any third party other than as expressly provided herein.

21. **Assignment.** Programmer may not assign this Agreement without the prior written approval of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Programmer may assign this Agreement, without approval or consent of Licensee upon ten (10) day's written notice, to an entity controlled by Programmer.

22. **Certifications.**

(a) **Licensee's Certification.** Licensee hereby certifies that it shall maintain ultimate control over the Station's facilities and operations, including specifically control over the Stations' finances, personnel and programming, throughout the term of this Agreement.

(b) **Programmer's Certification.** Programmer hereby certifies that it complies with the provisions of paragraph (a)(1) of Section 73.3555 of the FCC's Rules under this Agreement.

[signature page to follow]

SCHEDULE A

Upon execution of this Agreement, Programmer shall pay Licensee the sum of [REDACTED] (the "Deposit"). That amount shall be fully applied to amount owed for the Purchase Price if Programmer elects to purchase the Station pursuant to Section 13 of this Agreement.

During the Term of this Agreement, Programmer shall pay to Licensee, as consideration for the rights granted hereunder, including the time made available pursuant to the Agreement, the monthly sum of [REDACTED] (the "Monthly Fee"), payable in advance on or before the first of each month during the Term, with the first payment due on the first day of the month following the Station being in operation, provided however, that the Monthly Payment for the 59th month of the term shall be [REDACTED]

In addition to the sum set forth in the paragraph above, at the same time that the payment is made, Programmer shall reimburse, Licensee for the reasonable costs and expenses incurred by Licensee in payment of electricity and Tower rent for the transmission of the signal of the station, in an amount not to exceed [REDACTED] a month. Licensee shall, on a monthly basis, provide Programmer itemized copies for all invoices for such expenses, and proof that payment on such invoice has been made. Programmer shall reimburse Licensee for such costs and expenses on the first day of the next month.

SRF

In the event of a dispute over such expenses or related matter, the parties agree to appoint, and equally share the costs of, a mutually agreeable arbitrator (an accountant or a person familiar with broadcast operations) to decide such disputes, and each agrees to be bound by the decision of such neutral party. If no agreement thereon can be reached, then the parties are free to pursue other legal remedies in response thereto.

Operating Expenses: During the term hereof and for any ensuing period of time associated with Programmer's exercise of the purchase option hereunder, Programmer shall be solely responsible and liable for the timely payment of any and all operating or programming related expenses attributable thereto or in connection therewith, including but not limited to, any and all FCC fees, fines and other payments, property, use, income, sales or other related taxes, fees or assessments and the costs and expenses incurred in connection with the preparation and filing of all required FCC renewal and ownership reports, utilities, salaries, payroll taxes and benefits for the Programmer's employees, real and personal property taxes related to the Station, regulatory fees, insurance, maintenance and repair costs related to the station's tower and transmitter site and microwave equipment and ASCAP, SESAC, BMI or other program licensing fees.

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

PROGRAMMER:

WOLF CREEK RADIO BROADCASTING, LLC

By: 
Title: Owner

LICENSEE:

GREELEY BROADCASTING CORPORATION

By: _____
Name: _____
Title: _____

SRF