

## AGREEMENT

Agreement entered into this Tuesday, February 01, 2011 between MULTIMEDIA SALES & MARKETING as MSM and WUCZ RADIO as WUCZ RADIO.

In consideration of the following mutual covenants, the parties agree as follows:

1. MSM shall, on behalf of WUCZ RADIO, conduct a canvass for the purpose of selling spot announcements on a campaign basis.
2. Canvassing shall begin on or about 1-20-2011 and continue, until 1-20-2012 or until MSM decides the canvass has exhausted its potential. MSM shall be authorized to sell spot announcements for airing on WUCZ RADIO.
3. MSM shall provide all necessary produced spots delivered for said campaign. WUCZ RADIO will air all spots as sold and scheduled by MSM. WUCZ RADIO reserves the right to refuse to air any campaigns that they feel do not reflect their audience.
4. MSM will handle all collections of the campaign including billing and related matters necessary to collect accounts generated by its canvass, and will remit \$X.XX per spot for all spots sold by MSM and to be aired by WUCZ RADIO. MSM shall remit all monies due WUCZ RADIO for said orders in advance of their airing. Payment shall be included in every package of orders. WUCZ RADIO agrees to cooperate with MSM in collections, by providing updates to MSM of any accounts that have remitted to WUCZ RADIO and promptly endorsing monies and forwarding them to MSM within five (5) days upon receipt of monies by WUCZ RADIO.
  - 4a. In the event of cancellation or non-broadcast of paid announcements, WUCZ RADIO agrees to notify MSM within two business days to arrange for WUCZ's reimbursement to MSM of monies for unaired orders within ten (10) days, or for deduction by MSM of said monies from future checks sent to WUCZ RADIO.
  - 4b. When checks are delivered to MSM or its designee in payment of air time sold by MSM, WUCZ RADIO authorizes MSM or its designee to endorse such checks in WUCZ's name.
  - 4c. MSM shall compensate WUCZ RADIO at the rate of \$X.XX per spot for all spots to be aired by WUCZ RADIO and verified by WUCZ RADIO. Canceled orders reported to WUCZ RADIO must be reported to MSM either by telephone or by mail within 24 hours of receipt of such cancellations by WUCZ RADIO.
5. The parties hereto agree to pursue any claims, suits or actions arising under or related to this Agreement, or to the performance or breach of this Agreement, in the courts situated within the City of Chicago (the "Chicago Courts"); for any such claims, suits or actions, they consent to the jurisdiction of the Chicago Courts and waive any objections to personal jurisdiction or venue in the Chicago Courts and they agree that all applicable law for such claims, suits or actions shall be Illinois law.
6. This contract shall automatically renew for unless written notice is received prior to the expiration date of this agreement.
7. Either party may cancel this agreement with a 30 day written notice.
8. This contract shall be binding and of full force on all heirs, assigns, successors, executors, affiliates, principals, agents, or administrators of each of the parties hereto.
9. MSM will schedule spots between 6a-10a, 10a-3p, 3p-7p, and 7p-Midnight, no more than 3 spots per hour. Spots sold by MSM scheduled during Sunday religious programming or local sports programming will be rescheduled at the discretion of WUCZ RADIO.

**MULTIMEDIA SALES & MARKETING**

  
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Greg J Benson Marketing Account Manager

**WUCZ RADIO**

  
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Dennis Banka General Manager