

RADIO PROGRAM LICENSE AGREEMENT

This Radio Program License Agreement (the "Agreement"), dated as of 12/17/15 entered into by and between Cumulus Media (the "Licensee"), the licensee of radio station WPRO-AM (the "Station"), located at 1502 Wampanoag Trail, East Providence Rhode Island, and Meg O'Rourke (the "Licensor"), for HARMONY WITH FOOD (the "Program"), A WPRO PROGRAM.

WHEREAS, the Licensee has available broadcasting time and is engaged in the business of radio broadcasting on the Station; and,

WHEREAS, the Licensor desires to avail itself of Licensee's broadcast time on the Station for the presentation of the Program.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Purchase of Air Time and Broadcast of the Programming.** The Licensee agrees that it shall make the broadcasting transmission facilities of the Station available to the Licensor and to broadcast on the Station, or cause to be broadcast, the Program for approximately One (1) hour each SATURDAY commencing SATURDAY, January 2, 2016, scheduled for every SATURDAY between 5 PM and 6 PM EST, for a the duration of the Term of this Agreement. The facilities and equipment of the Licensee shall be made available to the Licensor for its use for the sole purpose of the broadcast of the Program without additional compensation during the term of this Agreement to the extent such facilities are necessary for the transmission of the Program over the Station and are not in use by Licensee.

- (a) During the term, licensor shall pay to Licensee a ~~\$400~~ NET weekly. This fee includes Recording Studio time in advance of each show, on-air show clearance, on-line show clearance, PODCAST downloads as applicable.
- (b) Hourly clock includes clearance for Licensor commercial units as outlined in Para 3.

2. **Term and Renewal.**

- (a) The term of this Agreement shall be for a 50 WEEK period commencing on 1/2/16 and ending on 12/17/16 unless earlier terminated in accordance with this Agreement.
- (b) The parties shall use reasonable efforts to negotiate a renewal, extension of terms, as applicable, if any, by October, 14, 2016.
- (c) This Agreement shall not automatically renew, and Licensee shall have the right to cancel this Agreement at any time upon thirty (30) days prior written notice to Licensor.

3. **Consideration.** In consideration for the license granted herein, Licensee(Station) agrees that Licensor(Program) may insert into the Program no more than 9 (nine) minutes of commercial inventory during the agreed upon hour to sell to sponsors, subject to any and all other limitations set forth in this agreement. Licensor must secure such inventory on its own. Licensee also reserves the right to schedule up to 3- (three) minutes of commercials within each hour

4. **The Program.** The Program will be discussion of **NUTRITION, WEIGHT-MANAGEMENT** issues. Licensor shall be solely responsible for any expenses incurred in the production, origination and/or delivery of programming from any remote location other than telephone usage charges incurred by Licensee necessary for maintaining an active phone line, and for any publicity or promotional expenses incurred by Licensor, except as specifically assumed by Licensee herein. **Licensee shall provide to Licensor a board operator to assist in the broadcast of each show.** The Program will be hosted by **MEG O'ROURKE** (the "Host"). If Host is unable to host a show on any given **SATURDAY**, it shall be his responsibility to provide a host to fill in, subject to approval by Licensee with such approval not to be unreasonably withheld, so that the Program may air at its normal scheduled time. **Holiday** program days can air "Best Of" pre recorded shows with prior approval and providence by the Licensor. Pre-emptions for "SPORTS" programming or other events are not billed.

5. **Advertising To Be Carried During The Program.** Licensor (Program) secures all "accounts" for its own benefit, and Licensee (Station) will provide "reasonable" production assistance as needed. Licensor (Program) agrees to provide **weekly show updates** for up coming show **1 week** prior to airing

6. **Promotional Announcements.** **WPRO-AM** will pre promote the show with a minimum of **12 promotional announcements weekly.**

7. **Responsibility for Employees and Expenses.** The Licensor shall furnish or cause to be furnished the artistic personnel and material for the production of the Programs to be provided by this Agreement, subject to Licensee's ultimate approval. The Licensor shall employ and be responsible for the salaries, taxes, insurance and any and all other related costs for all personnel used in the production of the Program. However, Licensor shall have no responsibility for the payment of any salaries, taxes, insurance or other expenses of any kind or nature relating to employees of the Licensee and expenses of the Station that are unrelated to the production and broadcast of the Program.

8. **Programming and Operations Standards.** The Programs supplied by the Licensor hereunder shall meet in all material respects all applicable rules, regulations and policies of the FCC and all broadcast and operational policies of the Licensee. All advertising spots and promotional material or announcements, including contests and sweepstakes, shall comply with all applicable federal, state and local regulations and Licensee's advertising continuity acceptance policies. If, in the opinion of Station's General Manager, any Programs presented by the Licensor do not meet such standards, ~~the Station may preempt, interrupt or delete any Program or any such portion of any Program at any time.~~

9. **Operation and Control.** Notwithstanding anything to the contrary in this Agreement, Licensee will at all times have full authority, power and ultimate control over the Station's facilities specifically including, but not limited to: (a) control over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any Programs, or any portion thereof, including any advertisements or promotional announcements, which the Station deems unsuitable or contrary to the public interest; (b) the right to preempt the Programs in order to broadcast a program deemed by Licensee to be of greater national, regional, or local

interest, including sports programming if it becomes available to Station (Station will use reasonable commercial efforts to provide notice to Licensor of the scheduled dates of any such sports programming Station obtains); and (c) the right to take any other actions necessary for compliance with the laws of the United States, the State of Rhode Island, the rules, regulations, and policies of the FCC (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. Licensee reserves the right to refuse to broadcast any Program, if it contains matter which is, or in the reasonable opinion of the Station may be, or which a third-party claims to be, violative of any right of any third party or which may constitute a "personal attack" (as that term is defined by the FCC). Licensee may record each show. If any Program is preempted, there will be no billing, no pay and no make-goods of programs or commercials not broadcast.

10. **Special Events.** Station shall have the right, in its sole and reasonable discretion, to preempt any of the broadcasts of the Program in order to air any special event. Such events shall include but not be limited to special sports events or live programming.

11. **Internet.** Nothing herein shall be construed so as to prevent Licensee from transmitting the Program over the Internet as part of a contemporaneous stream of all of Licensee's programming.

12. **PODCASTS.** Licensee (Station) agrees to provide Licensor (Program) with Podcasts at the completion of each show within a 48 hour period. Licensor (Program) may include Podcasts on their web site while AM 790 posts on 790 business.com for up to a four (4) week period at a time only. Podcasts posted on other sites and its content are not the opinion of AM 790 and we will not be held liable for any material posted within the podcasts.

13. **Payola and Sponsorship Identification.** Licensor shall provide Licensee in advance any information known to Licensor regarding any money or other consideration which has been paid, accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Licensor for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with all FCC requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Licensor will at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 508 of the Communications Act of 1934, as amended and the related rules and regulations of the FCC.

14. **Licensor's Representations and Warranties.** Licensor represents and warrants that it has authority to enter into and to fully perform this Agreement in accordance with its terms, and that Licensor is under no obligation under this Agreement. Licensor represents and warrants that all ideas, creations, materials and intellectual properties used by Licensor hereunder will be its own original creation except for materials in the public domain or materials which it is fully licensed to use, and that all materials furnished by Licensor and the use thereof by Licensee or its designees will not infringe upon or violate any rights of any kind whatsoever of any individual or entity.

15. **Assignment.** Licensor may not assign this Agreement at any time without the prior consent of Licensee, but Licensee may assign its rights hereunder without consent in full or in part to any person or entity which may become the licensee or owner of Licensee or to any of Licensee's affiliated entities.

16. **Exclusivity.** Licensee has unlimited and exclusive use of the Program in its Metro Survey Area ("MSA") as defined by Arbitron for the term of this Agreement. Licensor shall not provide any similar program or services to any other radio or television station within Station's market.

17. **Indemnities.**

(a) Licensor represents and warrants that it possesses all rights necessary to license the programming, on-air content, broadcasts and all commercials contained therein (collectively "Broadcast"), and that the Program content, including but not limited to the copy and any music contained therein, provided to Licensee (i) does not violate or infringe any rights of third parties and (ii) is in compliance with all federal, state and local laws, including but not limited to all Federal Communications Commission rules and regulations. Licensor further represents and warrants that all music provided in the Broadcast and/or commercials provided to Citadel are licensed by and covered by ASCAP, BMI and SESAC. In addition, Licensor will indemnify and hold harmless Station, its parent, subsidiaries, affiliate corporations, and their respective officers, directors, employees, agents and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, any and all claims, suits, liabilities, damages, costs and expenses, including, without limitation, interest, penalties, statutory fines, court costs and reasonable attorneys' fees and expenses, that may arise directly or indirectly from (a) any breach of any representation, warranty, covenant, obligation or other agreement made by Licensor contained in this Agreement; (b) relate in any way to Program content provided to Licensee by Licensor; (c) Licensee's broadcasting and/or use of the Broadcast content; (d) any act or omission or negligence of Licensor or its employees, agents, or contractors; and/or (e) any performance or utterance (ad lib or otherwise) by Licensor or anyone under Licensor's direction or included in any of Licensor's commercial time in or in connection with any Program produced hereunder or in the performance of other duties hereunder.

(b) Licensee shall have the right to assume the defense of and control the disposition of any such claim or litigation, whether by compromise, settlement or other resolution, and Licensor shall fully cooperate with requests of Licensee to such end. Licensee's approval of any material furnished by Licensor shall not constitute a waiver of Licensor's indemnity with respect thereto.

INDEMNIFICATION AGREEMENT FOR LIABILITY: Each party (each an "Indemnifying Party") hereby agrees to defend, indemnify and hold the other parties and their respective parents, subsidiaries, and affiliated companies, and their respective officers, directors, employees,

agents and representatives (each an "Indemnified Party") harmless from and against any and all losses, liabilities, damages, injuries, costs, and claims of any kind (excluding special, indirect or consequential damages but including attorneys' fees and court costs), incurred by the Indemnified Parties or to any of them as a result of, or arising out of, or relating to, any injury, death or property damage caused by the intentional or reckless or negligent misconduct, act or omission of an Indemnifying Party or its employees or agents in connection with the broadcast: **Airing Saturday, January 2th to Saturday, December 17th, 2016.**

INDEMNIFICATION AGREEMENT FOR CONFIDENTIALITY

As a condition of Cumulus Media ("**Cumulus**") engaging in a partnership with, Harmony With Food, and **Cumulus** intend to be legally bound, hereby represents and warrants that the confidentiality of all proprietary and personal intelligence shared be bound between the two does not violate or infringe any rights of third parties and are in compliance with all federal, state, and local laws.

In addition, Harmony With Food, agrees to indemnify, defend and hold harmless **Cumulus Media**, its parents, subsidiaries, affiliates, directors, officers, employees and agents against any and all suits, claims, liabilities, damages, and costs (including any attorneys' fees, statutory fines, penalties, fees or other costs) that may arise directly or indirectly from a breach of these warranties.

The parties intend to be legally bound by this Agreement, and the signatories below represent that they have the authority to bind and act on behalf of their respective entities. No changes may be made except in writing and executed by both parties.

- (c) The expiration or termination of this Agreement shall not affect the continuing obligations of the indemnitor.

18. Notices. All notices required to be given hereunder shall be given in writing, either by personal delivery or by mail, at the respective addresses of the parties hereto set forth at the end of this Agreement, or at such other addresses as may be designated in writing by registered mail by either party. Notice given by mail shall be deemed given on the date of mailing thereof.

19. Governing Law. This Agreement shall be construed in accordance with the laws of the State of **Rhode Island** applicable to contracts made and to be performed entirely therein. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, and illegal or unenforceable provision shall be considered to have never been contained herein and shall not affect the validity of any other provision hereunder.

~~**20. Waiver.** A waiver by any party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party.~~

21. Entire Understanding. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and this Agreement cannot be changed, rescinded or terminated except by written instrument executed by the parties hereto.


22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. **Section Headings.** The section headings included in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

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

ACCEPTED & AGREED:

MEG O'ROURKE: HARMONY WITH FOOD

By: 
Print Name: Meg O'Rourke
Title: Owner

Date: 12-18-15

Cumulus Media:

By: _____
Print Name: _____
Title: _____

Date: _____