



## PRODUCTION, PROMOTION & MARKETING AGREEMENT GRENADA CARNIVAL COMMITTEE

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1. **PARTIES:** The following, along with Exhibits A, B & C attached hereto, sets forth the material terms of the Production, Promotion & Marketing agreement (the "**Agreement**") between TEMPO Networks LLC ("**TEMPO**") located at 58 Park Place, Third Floor, Newark, New Jersey 07102 and the Grenada Carnival Committee ("**GCC**") located at Suite 134, National Stadium, PO Box #724, St. George's Grenada, W.I. (473)440-6735.
2. **EFFECTIVE DATE:** This Agreement is effective as of the 12th day of May, 2009 (the "**Effective Date**")
3. **TERM:** Unless earlier terminated in accordance with the terms and conditions set forth herein, the term of this Agreement is from the Effective Date until December 31, 2011 (the "**Term**").
4. **PARTNERSHIP:** The parties agree to enter into this Agreement for a Three (3) year Term to market and promote Grenada's carnival activities from 2009 – 2011 (collectively and individually referred to herein as the "**Event**"), commencing with *Grenada Carnival 'Spice Mas'* scheduled for August 10 – 11, 2009 (hereinafter referred to as "**Year 1**"). Grenada's carnival activities tentatively scheduled for August 2010 shall be referred to herein as "**Year 2**" of the Agreement. Grenada's carnival activities tentatively scheduled for August 2011 shall be referred to herein as "**Year 3**" of the Agreement.
5. **THE EVENT:** For the avoidance of doubt, TEMPO shall have no responsibility for any portion of the Event, including but not limited to staging, producing or booking talent for the Event.
6. **THE TELEVISION PRODUCTION:** For each year of the Agreement, TEMPO shall produce the shows listed on Exhibit B attached hereto (collectively referred to herein as the "**Show**").
7. **TEMPO RESPONSIBILITIES:** TEMPO shall be solely responsible for the matters set forth below regarding the Event:
  - a. Providing One Hundred Fifty Thousand USD (\$150,000.00 USD) in on-air inventory to promote the Event in Year 1 with a Four Hundred Percent (400%) premium;
  - b. Broadcasting GCC's existing commercial (the "**GCC Commercial**") on TEMPO Networks and creating additional commercials to promote the Event in Year 1;
  - c. Producing (1/2) hour Television show titled "*TEMPO Presents: Grenada Carnival 2009*";
  - d. Producing (1/2) hour Television show titled "*MY Downtown Island: Grenada Carnival 2009*";
  - e. Re-broadcasting previous Downtown Island Shows developed from Grenada and tagging the shows with Billboards for Grenada Carnival 2009;
  - f. Placing online banners on [www.gotTEMPO.com](http://www.gotTEMPO.com); and
  - g. Providing ad sales/sponsorship materials and support to assist GCC in generating advertising sales to offset production cost.

**8. GCC's RESPONSIBILITIES:** GCC shall be responsible for the matters set forth below regarding the Event:

- a. Providing TEMPO with the GCC Commercial, currently airing on Gayelle;
- b. Providing TEMPO with footage from previous Grenada Carnivals so that TEMPO may create additional promos;
- c. Providing travel, ground transportation, hotel accommodations, security, communications (mobile phones) and per diem for TEMPO production staff (*approximately 15- 20 persons, per diem \$50.00 USD /night for approximately 5-7 days*);
- d. Paying TEMPO the Media Buy per Paragraphs 9 & 11 below;
- e. Providing advertising sales services as per Paragraph 10 below..

**9. MARKETING & PROMOTION (MEDIA BUY):**

- a. **GCC Ad Buy:** GCC shall make the following TEMPO Media Buy during each year of the Term:
  - i. Year 1: Thirty-Five Thousand US Dollars (\$35,000.00 USD);
  - ii. Year 2: Seventy-Five Thousand US Dollars (\$75,000.00 USD) (the "Year 2 Fee"), but depending on market conditions the GCC is unable to meet the the Year 2 Fee, a discount will be negotiated, but the total fee shall in no event be less than Forty-Two Thousand US Dollars (\$42,000.00 USD); and
  - iii. Year 3: Seventy-Five Thousand US Dollars (\$75,000.00 USD). (collectively referred to herein as the "Media Buy").
- b. **TEMPO Premium:** TEMPO will provide a 100% Premium on the Media Buy to support the Event.

**10. ADVERTISING SALES:**

- a. GCC shall use its best efforts to sell the available advertising time during the Show, as fully described in Exhibits B & C attached hereto (collectively referred to as the "Advertising"). GCC shall hire a sales representative dedicated to selling the Advertising and working with TEMPO staff. Beginning at least Six (6) Months leading up to each Event during each calendar year of the Term, GCC shall provide a monthly Advertising report to TEMPO with details regarding sales calls, initiatives and actual sales during the preceding month.
- b. Tempo and GCC shall split all gross revenue associated with the Advertising sold by GCC as follows: Tempo Sixty Percent (60%) & GCC Forty Percent (40%) (the "Revenue Share"). All Advertising revenue shall be invoiced by TEMPO and paid directly to TEMPO. TEMPO shall pay the Revenue Share to GCC at the address above within Thirty (30) days following TEMPO receipt of such revenue. If the Advertising revenue is inadvertently paid directly to GCC, GCC shall remit TEMPO's revenue share within Five (5) business days of receiving such revenue.

**11. BUDGET & PAYMENT:**

- a. **Budget:** The Media Buy shall be due and payable from GCC to TEMPO as follows:
  - i. Year 1:
    1. Seventeen Thousand Five Hundred Dollars (\$17,500.00 USD) on or before the close of business on July 3, 2009; and
    2. Seventeen Thousand Five Hundred Dollars (\$17,500.00 USD) on or before the close of business on July 31, 2009
  - ii. Year 2: Seventy-Five Thousand US Dollars (\$75,000.00 USD) or the negotiated fee per Paragraph 9(a)(ii) above, which shall be no less than Forty-Two Thousand US Dollars (\$42,000.00 USD) shall be due on or before the close of business on July 1, 2010. For the avoidance of doubt, regardless of negotiations, the minimum Year 2 Fee shall be due on July 1, 2010.; and
  - iii. Year 3: Seventy-Five Thousand US Dollars (\$75,000.00 USD) on or before the close of business on July 1, 2011.

- b. **Late Fee:** TEMPO shall charge a Three Percent (3%) penalty for any payment due under this Agreement that is more than Ten (10) days late.
- c. **Processing Fee:** Client will be charged a Twenty-Five US Dollar (\$25.00 USD) fee per wire as a processing fee; and
- d. **Payment:** Payment of the Budget shall be made by GCC to TEMPO via wire transfer (and inclusive of Wire Transfer Fees) to:

JP Morgan Chase Bank  
 Newark, NJ 07102  
 ABA Number: 02120337  
 Account Name: TEMPO Networks LLC  
 Account Number: 767420193.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above.

**TEMPO Networks LLC**

By: [Signature]  
 Its: Head of Operations

**Grenada Carnival Committee**

By: [Signature]  
 Its: Chairman

www.aengrenada.com