

## MCCLURE LOCAL MARKETING AGREEMENT

This Local Marketing Agreement ("Agreement") is made as of December 2, 2002 by and among **McClure Broadcasting, Inc.**, a Georgia corporation ("**McClure**"), and **WGBA, Inc.**, a Georgia corporation ("**WGBA**"; and together with McClure, collectively the "Licensee"), and **ABG Georgia, LLC**, a Delaware limited liability company ("**ABG**") (Licensee and ABG each, a "Party" and collectively, the "Parties" to this Agreement).

WHEREAS, Licensee is the owner and licensee of commercial radio broadcast stations WCGQ (FM), Columbus, Georgia, WRLD (FM), Valley, Alabama and WRCG (AM), Columbus, Georgia (the "Stations");

WHEREAS, ABG desires to provide music, information and other programming and related services for the Stations, and therefore desires to purchase airtime from Licensee for the broadcast of such programs;

WHEREAS, Licensee desires to procure a source of programming for the Stations and, toward that end, wishes to make available to ABG airtime on the Stations and to accept the provision of programming and related services by ABG on the terms and conditions set forth in this Agreement; and

WHEREAS, prior to the execution of this Agreement, ABG, Licensee, and Licensee's stockholders have entered into an Asset Purchase Agreement (the "Purchase Agreement") dated September 26, 2002, pursuant to which ABG is to purchase the assets of, and accept assignment of the licenses issued to Licensee by the Federal Communications Commission ("FCC") with respect to, the Stations;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement (the "Term") will begin on December 2, 2002 (the "Effective Date") and will terminate, subject to earlier termination as set forth herein, automatically upon the earlier to occur of (a) consummation of the transactions contemplated by the Purchase Agreement or (b) termination of the Purchase Agreement as provided therein.

2. **Purchase of Air Time and Provision of Programming.** Subject to the terms and conditions set forth in this Agreement, ABG shall purchase from Licensee airtime on the Stations, and shall transmit to Licensee programming selected by ABG that ABG produces, owns or as to which ABG or Licensee, as applicable, otherwise has sufficient authority to broadcast on the Stations ("Program" or "Programs") for broadcast on the Stations twenty-four (24) hours per day, seven (7) days per week, excluding the Licensee Broadcast Period, which for purposes of this Agreement shall consist of (i) up to one (1) hour per week for the broadcast by Licensee of public affairs programming on each Station and (ii) time reasonably required by Licensee to perform customary maintenance.

### 3. Programs.

3.1 Compliance with Laws. All Programs shall be prepared and presented in conformity with (a) all applicable laws and regulations including, without limitation, the Communications Act of 1934, as amended, and the published and effective rules, regulations, and policies of the FCC promulgated thereunder (the "Communications Laws"), and (b) Licensee's Statement of Station Policies, attached hereto as Exhibit A.

3.2 Rejection of Programming by Licensee. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing any programming if, in its sole and absolute discretion, it in good faith deems such programming to be unacceptable as a matter of law or contrary to the public interest; (b) substituting a program which Licensee believes in good faith to be of greater local or national importance; (c) rejecting or refusing any Program containing matter which violates any right of any third party or which constitutes a "personal attack" as such term has been defined by the FCC; (d) rejecting or deleting any commercial announcement it in good faith believes does not comply with the requirements of the FCC's sponsorship identification policy; and (e) preempting any Program in the event of a local, state, or national emergency; provided, however, that if Licensee rejects, preempts, or otherwise refuses to broadcast any Program, then Licensee shall broadcast substitute programming of equal or greater value to ABG. The rejection by Licensee of any Program for broadcast on the Stations shall not release ABG from its obligations hereunder, except that if Licensee rejects more than an aggregate of two hours of Programs per week, ABG may terminate this Agreement.

3.3 Licensee Broadcast Period Programming. Licensee's programs broadcast during the Licensee Broadcast Period shall respond to area needs and interests which it has ascertained and shall be presented at times deemed by Licensee to best meet listening needs.

3.4 Production of Programs. ABG agrees to consult with Licensee in the selection of the Programs it transmits to Licensee to ensure that such programs contain matters responsive to issues of public concern in the local communities, as those issues are made known to ABG by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever, shall be and remain vested in ABG or the owner thereof, as applicable.

3.5 Political Time. Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. ABG agrees to promptly supply to Licensee such information as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law. ABG shall release advertising availabilities to Licensee during the Licensee Broadcast Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to ABG. ABG shall maintain and deliver to Licensee such records and information required by the FCC to be placed in the public inspection files of the Stations pertaining to the broadcast of political and other programming, in accordance with Sections 73.1943 and 73.3526

of the FCC's Rules, and to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with the provisions of Section 73.1212 of the FCC's Rules. ABG shall consult with Licensee to make certain that any advertising time sold to political candidates complies with the FCC's rules on political broadcasting, including rules concerning the lowest unit rate and equal opportunities.

**3.6 Station Identifications; EAS.** ABG will broadcast, under Licensee's direction, station identifications required under Section 73.1201 of the FCC's rules. ABG agrees to cooperate with Licensee to ensure that all Emergency Alert System (EAS) transmissions are properly performed in accordance with Licensee's instructions.

**3.7 Complaints.** ABG shall promptly advise Licensee of any public or FCC complaint or inquiry concerning the Programs, and shall provide Licensee copies of any letters from the public, including complaints, concerning such programming, for inclusion in the Stations' public inspection files. Licensee shall promptly deliver or cause to be delivered to ABG copies of all mail, cables, telegraph or telephone calls in connection with the Programs and shall promptly advise ABG of any public or FCC complaint or inquiry concerning the Programs.

**4. Operation, Ownership and Control.** Notwithstanding anything to the contrary in this Agreement, for so long as Licensee remains the Licensee of the Stations it shall have full authority, power, and control over the facilities of the Stations. Without limiting the generality of the foregoing, McClure and WGBA shall each (a) employ at least two (2) persons (the "Station Employees"), one of whom shall be a manager, for the purpose of maintaining and staffing the Station's main studio Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m., and each such employee will report and be accountable solely to Licensee and shall have no employment, consulting, or other relationship with ABG; (b) retain control over the policies, programming, and operations of the Stations, including the right to preempt, reject, or substitute a Program, as set forth in Section 3 hereof; (c) maintain each Station's local public inspection file in accordance with, and timely prepare and place in each such file all materials required by, the Communications Laws (including, without limitation, quarterly issues and program lists); (d) maintain responsibility for oversight of the Stations' finances and payment of the Stations' operating expenses; and (e) cause the Stations to comply with the station identification, EAS, and main studio rules, provided that ABG shall be responsible for broadcasting station identifications and EAS tests and announcements as set forth in Section 3.6 hereof. Licensee shall utilize its commercially reasonable efforts and shall take such actions as are reasonably requested by ABG to maintain the validity of all of its licenses and other permits and authorizations necessary for the operation of the Stations as presently conducted (including FCC licenses, permits, and authorizations) and, at its own expense, remedy all violations with respect to such properties, licenses, permits, and authorizations and maintain standards of good engineering practice.

**5. Access and Use of Facilities.** Subject to Licensee's oversight, supervision, and control, ABG shall have access to and be entitled to use all office space and facilities of Licensee used in connection with the operation of the Stations, including, without limitation, the Stations' main studio locations for administrative purposes related to ABG's programming operations for the Stations, but specifically excluding the two (2) front offices which are currently the personal

offices of Charles A. McClure, Sr. and Charles A. McClure, Jr., in the building known as 1353 13<sup>th</sup> Avenue, Columbus, Georgia. To the extent ABG provides Programs from a location other than the Stations' main studios, ABG will maintain the ability to deliver Programs to Licensee's transmitter sites by a means acceptable to Licensee, and in accordance with FCC technical standards. ABG, subject to Licensee's reasonable direction, shall maintain the transmitters, any studio transmitter links used in conjunction with the Stations or other broadcast auxiliary licenses, and other support equipment. ABG agrees to produce daily logs for the Stations, and to perform required transmitter readings.

6. **Advertising Sales; Accounts Receivable.** Subject to the provisions of Sections 7 and 12.4, ABG will be exclusively responsible for the sale of advertising on the Stations and for the collection of accounts receivable arising therefrom, and shall be entitled to all revenues of the Stations arising therefrom during the Term. All contracts for advertising on the Stations which may be entered into by ABG shall terminate upon the termination of this Agreement.

7. **Station Contracts.** Subject to the provisions of Section 12.4, to the extent reasonably necessary to perform this Agreement, Licensee shall provide ABG with the benefits of any Station Contracts (as defined in the Purchase Agreement) and ABG shall perform the obligations of Licensee as to the Station Contracts during the Term.

8. **Call Signs.** Licensee shall retain all rights to the call letters of the Stations or any other call letters which may be assigned by the FCC for use by the Stations, and will ensure that proper station identification announcements are made with such call letters in accordance with the Communications Laws. ABG shall include in the Programs it delivers for broadcast an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the Communications Laws. ABG is specifically authorized to use such call letters in its Programs and in any promotional materials, in any media, used in connection with the Programs. Except as provided in Section 9 hereof, ABG will acquire no rights to such call letters by virtue of this Agreement.

9. **Service Marks.** This Agreement shall not be construed to grant either Party any right of ownership or use relating to trade names, trademarks or service marks of the other Party or its affiliates; provided, however, that ABG shall have the right to use the Stations' call letters and Licensee's service marks, if any, during the Programs on the Stations and in promotional materials for ABG or the Programs. Except as provided herein, neither Party may use such trade names, trademarks or service marks without the prior written approval of the other Party, which approval may be withheld in that Party's absolute discretion.

10. **Music Licenses.** Licensee shall obtain and maintain in full force and effect in its own name all music licenses as are currently operative with respect to the Stations and as will be required by the licensor of such music licenses.

11. **Consideration.** As consideration for Licensee's permitting ABG to air its programming on the Stations, ABG shall pay Licensee, for each month (or partial month) during

the Term, an amount (the "Monthly Payment") equal to \$29,167<sup>1</sup>, which amount shall be due and payable on the first business day of each month. Pursuant to Section 12.2, ABG shall pay all invoices for the Operating Expenses (as defined below) attributable to the operation of the Stations during the Term (whether received during or after the Term) which invoices shall be submitted by the Stations to ABG and payable by ABG prior to each invoice's due date. For purposes of this Agreement, "Operating Expenses" means the reasonable operating expenses of the Stations incurred by Licensee in the ordinary course of business consistent with past practices for which Licensee has submitted invoices to ABG, including but not limited to maintenance, repair and/or replacement of all fixtures and equipment as reasonably determined to be necessary by ABG and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with the Communications Laws and consistent with industry custom. The Operating Expenses for any month shall include the pro-rata portion of Operating Expenses for such month that were paid by Licensee prior to the beginning of the Term as evidenced by invoice(s) submitted by Licensee to ABG for such month and such other evidence reasonably satisfactory to ABG. The Operating Expenses shall include, without limitation, the expenses listed on Exhibit B hereto. In the event that any Monthly Payment is for a period which is less than a full month, then the Monthly Payment for such period shall be pro rated (based upon the actual number of days for such period) for that portion of the month during which this Agreement is in effect.

## **12. Expenses and Taxes; Revenues.**

**12.1 General.** Except as provided herein, each Party will be responsible for all expenses and taxes incurred or imposed with respect to its property, employees, or operations.

**12.2 Payments by ABG.** Licensee shall lease its employees (other than the Station Employees and the Stockholders (as defined in the Purchase Agreement) and their respective Affiliates (as defined in the Purchase Agreement)) to ABG during the Term. ABG shall pay and be responsible for the Operating Expenses attributable to the operation of the Stations during the Term.

**12.3 Payments by Licensee.** Licensee shall pay and be responsible for the Operating Expenses attributable to the operation of the Stations prior to the Term.

## **12.4 Treatment of Revenues.**

**12.4.1** Revenues attributable to the operation of the Stations up to the close of business on the day before the Effective Date shall be for the account of Licensee and thereafter until termination of this Agreement for the account of ABG.

**12.4.2** Advertising time sold before the Effective Date for broadcast after the Effective Date shall be allocated as follows: For time that is prepaid prior to the Effective Date, a pro rata share of such payment based on the value of the advertising time to be broadcast after the Effective Date, shall be offset against the initial Monthly Payment. If said pro

<sup>1</sup> Radio Lumpkin Monthly Payment will equal \$5,833.

rata share exceeds the amount of the initial Monthly Payment, then any overage shall be offset against the next Monthly Payment(s). Prior to the Effective Date, Licensee shall provide ABG with a list of all prepaid advertising time which shall set forth the total amount of advertising sold, the total value of the time sold, and the amount of time (and its value) broadcast before the Effective Date and that is to be broadcast after the Effective Date.

12.4.3 For advertising time sold for broadcast both before and after the Effective Date, but which is to-be-billed after the Effective Date, the Parties shall allocate the amount of time to-be-billed pro rata to the value of the time broadcast before and after the Effective Date, with all time broadcast before the Effective Date for the benefit of Licensee, and all time broadcast on or after the Effective Date for the benefit of ABG. Prior to the Effective Date, Licensee shall provide ABG with a list of all to-be-billed advertising time which shall set forth the total amount of advertising sold, the total value of the time sold, and the amount of time (and its value) broadcast before the Effective Date and that is to be broadcast after the Effective Date.

12.4.4 ABG shall broadcast all advertising on the Stations which Licensee has sold before the Effective Date, either on a prepaid or to-be-billed basis.

12.4.5 Each party shall be responsible for the payment of any sales commissions attributable to advertising time for which such party receives the benefit thereof.

12.4.6 ABG shall in good faith utilize commercially reasonable efforts to have the employees leased from Licensee properly and timely bill advertisers and pursue collection, as reasonably necessary, for the advertising time for which Licensee shall receive the benefit thereof. During the Term ABG shall inform Licensee of its billing and collection efforts in a reasonable and timely manner and on a consistent basis.

12.4.7 If, during the Term, ABG receives a payment from a third party and such payment does not reference a specific invoice or service, then such payment shall first be applied to the unpaid accounts receivable of such third party that have been outstanding for the longest time until such accounts receivable from such third party are satisfied. If any accounts receivable that are to be either fully or partially satisfied pursuant to this Section 12.4.7 are for the benefit of Licensee pursuant to this Agreement, ABG shall immediately forward the amount of such payment to Licensee.

### 13. Termination.

13.1 This Agreement shall terminate upon the first to occur of any of the following:

13.1.1 a declaration by an order or decree of an administrative agency or court of competent jurisdiction that this Agreement is invalid or illegal in whole or substantial part, which such order or decree has become final and no longer subject to further administrative or judicial review, provided that in such event the Parties shall first negotiate in good faith and attempt to agree on an amendment to this Agreement that will provide the Parties with a valid,

binding and enforceable agreement that conforms to such order or decree and preserves the Parties' respective benefits hereunder in all material respects;

13.1.2 a material change in the Communications Laws that would cause this Agreement to be in violation thereof, which such change is in effect and not the subject of an appeal or further administrative review; provided that in such event the Parties shall first negotiate in good faith and attempt to agree on an amendment to this Agreement that will provide the Parties with a valid, binding and enforceable agreement that conforms to the changed Communications Laws and preserves the Parties' respective benefits hereunder in all material respects;

13.1.3 written notice to Licensee by ABG or to ABG by Licensee if the Purchase Agreement is terminated; or

13.1.4 the mutual, written consent of each Party.

13.2 **Liabilities Upon Termination.** Upon termination of this Agreement, ABG shall continue to be responsible for all liabilities, debts, and obligations of ABG resulting from its performance under this Agreement up to the time of such termination, including, without limitation, accounts payable, barter agreements, unaired advertising or other paid announcements, but not for Licensee's federal, state, local, and other tax liabilities associated with any payments by ABG to Licensee as provided herein.

13.3 **Cooperation Upon Termination.** Upon termination of this Agreement for any reason, the Parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the Parties to the status quo ante.

#### 14. **Default.**

14.1 **ABG Events of Default.** An Event of Default by ABG will be deemed to occur if ABG materially breaches or violates or fails in any material respect to observe or perform, any obligation, covenant, condition or agreement imposed upon it under this Agreement or under the Purchase Agreement.

14.2 **Licensee Events of Default.** An Event of Default by Licensee will be deemed to occur if Licensee materially breaches or violates, or fails in any material respect to observe or perform, any obligation, covenant, condition or agreement imposed upon it under this Agreement or under the Purchase Agreement.

14.3 **Cure Period.** An Event of Default will not be deemed to have occurred until ten (10) business days after the non-defaulting Party has provided the defaulting Party with written notice of any monetary default or thirty (30) days after the non-defaulting Party has provided the defaulting Party with written notice of any non-monetary default specifying the event or events that if not cured would constitute an Event of Default under this Agreement, and the default has not been cured within such applicable period; provided, however, that if any such non-monetary Event of Default cannot reasonably be cured within such period, but is capable of

being cured within sixty (60) calendar days of such notice, then the cure period shall continue for such sixty (60) calendar day period, provided that diligent efforts to cure commence promptly after the defaulting Party receives written notice specifying the Event of Default and that such efforts continue during such cure period.

**14.4 Remedies Upon Default.** Upon the occurrence of an Event of Default, the non-defaulting Party may terminate this Agreement and, except as otherwise provided in this Agreement, pursue all remedies available at law or in equity for breach of this Agreement. Each Party waives any objection and agrees to submit itself to the non-exclusive jurisdiction of, and venue in, either Federal or State courts sitting in Georgia, in connection with any litigation arising out of this Agreement.

**15. Insurance.** Licensee will maintain in full force and effect, with respect to the properties and employees utilized by it to fulfill its obligations under this Agreement, general liability, worker's compensation, property, casualty, auto and towers insurance policies, and will continue to maintain such insurance coverage in full force and effect throughout the Term, and will cause ABG to be named as an additional insured thereunder. ABG will maintain in full force and effect broadcaster's liability insurance naming Licensee as additional insured, and will continue to maintain such insurance coverage in full force and effect throughout the Term. The hazards insured against by such policies, and the amounts thereof, are to be substantially similar to the hazards insured against and the amounts of coverage carried by entities of established reputations engaged in the same or similar business as Licensee or ABG, as the case may be.

**16. Indemnification.**

**16.1 Indemnification by ABG.** ABG will indemnify and hold harmless Licensee, its directors, officers, employees, agents, members and affiliates from and against all liability, including without limitation reasonable attorneys fees, arising out of or incident to the Programs or the conduct of ABG, its employees, contractors or agents including, but not limited to, any breach of this Agreement by ABG. Without limiting the generality of the foregoing, ABG will indemnify and hold harmless Licensee, its directors, officers, employees, agents, members and affiliates 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 Programs. ABG's obligations to hold Licensee harmless against the liabilities specified above shall survive termination of this Agreement until the expiration of the statutory limitations period applicable to third party claims, and for the period of survival specified in the Purchase Agreement for all other claims.

**16.2 Indemnification by Licensee.** Licensee will indemnify and hold harmless ABG, its directors, officers, employees, agents, members, and affiliates from and against all liability, including without limitation reasonable attorneys fees, arising out of or incident to any programming broadcast by Licensee or the conduct of Licensee, its employees, contractors, or agents including, but not limited to, any breach of this Agreement by Licensee. Without limiting the generality of the foregoing, Licensee will indemnify and hold harmless ABG 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 such

programming broadcast by Licensee. Licensee's obligation to hold ABG harmless against the liabilities specified above shall survive any termination of this Agreement until the expiration of the statutory limitations period applicable to third party claims, and for the period of survival specified in the Purchase Agreement for all other claims.

17. **Authority.** Licensee and ABG each represents and warrants to the other that (a) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; (b) it has duly authorized this Agreement, and this Agreement is binding upon it; (c) its execution, delivery and performance of this Agreement does not and will not conflict with, result in a breach of, or constitute a default or basis for termination of any agreement to which it is a party or by which it is bound; and (d) it is duly qualified and in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification.

18. **Modification and Waiver; Remedies Cumulative.** No modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. No failure or delay on the part of either Party in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will 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 of such right or power or the exercise of any other right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies which a Party may otherwise have.

19. **Assignment.** Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that ABG may assign its rights and obligations hereunder to an Affiliate (as defined in the Purchase Agreement) thereof without obtaining such consent.

20. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of Licensee and ABG, and each of their respective successors and assigns.

21. **Relationship of Parties.** Neither Party will be deemed to be the agent, partner, or representative of the other Party, and neither Party is authorized to bind the other Party to any contract, agreement, or understanding. During the Term ABG shall not represent, warrant or hold itself out as the Licensee or as the licensee or owner of the Stations.

22. **Force Majeure.** The failure of either Party to comply with its obligations under this Agreement due to force majeure causes beyond its reasonable control and without its fault or negligence (including, but not limited to, acts of God, war, civil unrest, acts of government, fire, floods, explosions, the elements, epidemics, quarantine, restrictions, strikes, lock-outs, plant shutdown, material shortages, or delays in transportation or delays of its suppliers or subcontractors for like cause), will not constitute a default under this Agreement, and in such event neither Party will be liable to the other Party therefor for the period of such contingency. In no event shall Licensee be liable for any consequential or incidental damages relating to its

failure or inability to air the Programs due to circumstances beyond its reasonable control, provided, however, that the failure of Licensee to air the Programs due to circumstances beyond its reasonable control shall entitle ABG to a pro rata reduction of its Monthly Payment for that period of time during which the Programs did not air as provided in Section 11 hereof.

**23. Governing Law.** This Agreement will be governed by, and construed and enforced in accordance with the laws of the State of Georgia as such laws would be applicable to agreements made and to be performed entirely with such state (without giving effect to principles of conflicts of laws).

**24. Conformance with Law; Partial Invalidity.** The obligations of the Parties hereto are subject to the Communications Laws and to all federal, state, and municipal laws or regulations now or hereafter in force. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision. The Parties agree that, in the event any provision hereof is determined to be inconsistent with applicable law, the Parties shall negotiate in good faith to modify such provision in a manner that is consistent with applicable law and preserves the Parties' respective benefits hereunder in all material respects, and, if they cannot agree to such modifications, either Party may terminate this Agreement.

**25. Notices.** All notices, demands, requests or other communications required or permitted by this Agreement shall be in writing, shall be effective (a) on the day of delivery, (i) if delivered personally, (ii) if sent, charges prepaid, by nationally recognized overnight delivery service that provides for a signed receipt, or (iii) by facsimile transmission, or (b) on the third day after deposit in the U.S. mail, if mailed by registered or certified mail, postage prepaid and return receipt requested, and shall be addressed to all of the following persons at the specified addresses or facsimile transmission phone numbers (or at such other address or facsimile transmission phone number as any party may designate in writing to the other parties):

If to Licensee:

McClure Broadcasting, Inc.  
1353 13<sup>th</sup> Avenue  
Columbus, GA 31901  
Attention: Charles A. McClure, Jr.  
Telephone: (706) 327-1217  
Facsimile: (706) 596-4600

WGBA, Inc.  
1353 13<sup>th</sup> Avenue  
Columbus, GA 31901  
Attention: Charles A. McClure, Jr.  
Telephone: (706) 327-1217  
Facsimile: (706) 596-4600

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

Fortson, Bentley & Griffin, PA  
440 College Avenue North  
Suite 220  
Athens, Georgia 30601  
Attention: Walter W. Hays, Jr.  
Telephone: (706) 548-1151  
Facsimile: (706) 548-4151

If to ABG:

ABG Georgia, LLC  
c/o Archway Broadcasting Group, LLC  
1221 Avenue of the Americas  
New York, NY 10020  
Attention: Managing Member  
Facsimile: (212) 899-3783

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

O'Melveny & Myers LLP  
30 Rockefeller Plaza  
New York, NY 10112  
Attention: Phillip Isom  
Facsimile: (212) 728-5950

and to:

Piper Rudnick LLP  
1200 19<sup>th</sup> Street, N.W.  
Washington, D.C. 20036  
Attention: E. Ashton Johnston  
Facsimile: (202) 689-7525

**26. Attorneys' Fees.** In the event of commencement of suit by either Party to enforce the provisions of, and/or to recover damages for breach of, this Agreement, the prevailing Party shall be entitled to receive attorneys' fees and costs as a court may adjudge reasonable in addition to any other relief granted. Attorneys' fees incurred in enforcing any judgment arising out of this Agreement also are recoverable by the prevailing Party.

**27. Jurisdiction, Etc.**

**27.1** Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of any Georgia state court or federal court of the United States of America sitting in the County of Muscogee, State of Georgia, and

any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any related agreement or for recognition or enforcement of any judgment. Each of the parties hereto hereby irrevocably and unconditionally agrees that jurisdiction and venue in such courts would be proper, and hereby waive any objection that such courts are an improper or inconvenient forum. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**27.2** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENT.

**28. 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.

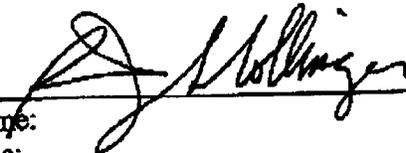
**29. Entire Agreement.** This Agreement and its attachments embody the entire understanding between the Parties with respect to the subject matter hereof.

**30. Counterparts.** This Agreement may be signed 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. Counterpart signatures to this Agreement delivered by facsimile shall be acceptable and binding.

[NEXT PAGE IS THE SIGNATURE PAGE]

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

**ABG GEORGIA, LLC**

By:   
Name:  
Title:

**MCCLURE BROADCASTING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**WGBA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

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

**ABG GEORGIA, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**MCCLURE BROADCASTING, INC.**

By: Charles A. McClure, Jr.  
Name: Charles A. McClure, Jr.  
Title: President

**WGBA, INC.**

By: Charles A. McClure, Jr.  
Name: Charles A. McClure, Jr.  
Title: President

**STATEMENT OF STATION POLICIES OF LICENSEE**

McClure Broadcasting, Inc. ("McClure") and WGBA, Inc. ("WGBA"; and together with McClure collectively, the "Licensee"), hereby establishes the following standards, practices, and policies to govern the broadcast of all programming aired over each broadcast station for which it holds a license issued by the Federal Communications Commission ("Station"). The following standards, practices and policies are to be adhered to by Licensee, its employees, and agents, including but not limited to any third party providing programming pursuant to a local marketing or similar agreement, in the preparation, writing, production and broadcasting of all entertainment and non-entertainment programming and advertising or other announcements on each Station:

1. **No Lotteries.** Except as expressly permitted under Section 73.1211 of the FCC's Rules, no announcements, messages or programs may be broadcast over a Station (without the express prior written approval of the Licensee) which give any information about or which promote any lotteries or games of chance, including any bingo parties and the like which are to be held by a local church or other non-profit institution or organization. A lottery, for these purposes, is a game or promotion in which a prize is awarded and where the selection of the winner or the amount or nature of the prize is determined in whole or in part on the basis of chance, and where contestants enter the promotion by paying or giving up any consideration or item of value (e.g., money, substantial time, or substantial energy).

2. **Station Identification Announcements Required.** Station identification announcements must be broadcast each time the Station goes on the air and signs off the air. A station identification announcement also must be broadcast each hour, as close to the top of the hour as feasible, at a natural break in programming, and shall comply with the requirements of Section 73.1201 of the FCC's Rules.

3. **Obscenity and Indecency Prohibited.** No obscene material may be broadcast over the facilities of a Station. No indecent material may be broadcast on a Station during any time when the airing of such programming would be contrary to law or FCC regulations or policies. For these purposes, "indecent" material is defined as language or material that describes sexual or excretory activities or organs in a patently offensive manner, as measured by contemporary community standards for broadcasting. Material will be considered obscene if (a) the average person, applying contemporary community standards, would find that the material appeals to the prurient interest, (b) it describes or depicts, in a patently offensive manner, sexual conduct as defined by applicable state law, and (c) taken as a whole, it lacks serious literary, artistic, political or scientific value.

4. **False and Misleading Advertising and Programming Prohibited.** No programming which is known to contain false or misleading claims shall be broadcast over the facilities of a Station.

5. **Defamatory Statements Prohibited.** No statements which are known to be defamatory may be broadcast over the facilities of the Stations. Defamation is a false statement of fact about a person, which tends to injure that person's reputation or otherwise cause injury or damages to that person.

6. **Personal Attacks: Political Editorializing.** No attacks on the character, honesty, integrity, or like personal qualities of any identified person or group of persons shall be broadcast over a Station during the discussion of any controversial issue of public importance unless the attacked person or group is afforded a reasonable opportunity to respond. During the course of political campaigns, no program broadcast on a Station is to be used as a forum for editorializing in support of or in opposition to any individual candidate, except for editorials by Licensee itself which are identified as such.

7. **Emergency Alert System.** Emergency Alert System announcements and tests must be broadcast and logged as required by Part 11 and Section 73.1820 of the FCC's Rules.

**OPERATING EXPENSES**

ABG shall timely pay the following Operating Expenses of the Stations:

1. Transmitter Site/Tower Leases
2. Studio/Office Leases
3. Equipment Leases
4. Gas, Electric and Water Utility Service
5. Telephone Service, including cellular phone service for employees designated by ABG
6. Syndication Payments
7. Music Licenses (ASCAP, BMI, SESAC)
8. Insurance (property, liability, auto, towers and workman's compensation)
9. Production Contract(s)
10. Vehicle Equipment Leases
11. Employer Contribution to Employee Health Insurance (for all employees of Licensee leased by ABG pursuant to Section 12.2 currently receiving health insurance)
12. Employer Contribution to Life Insurance (for all employees of Licensee leased by ABG pursuant to Section 12.2 currently receiving Life Insurance)
13. Salaries of, and employee benefits (including workman's compensation) consistent with those currently received by, all employees of Licensee leased by ABG pursuant to Section 12.2 and the taxes related thereto
14. Arbitron Service Fees
15. Garbage and Cleaning Service
16. Computer Support Services
17. Bell South Yellow Page Advertising
18. Ad Valorem Taxes

19. Maintenance, Repair and Replacement of Equipment, as reasonably determined by ABG to be necessary for the operation of the Stations
20. FCC and other governmental licenses needed for the operation of the Stations
21. Any and all programming fees
22. The Station Contracts (as defined in the Purchase Agreement)