

## LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (the "Agreement"), dated December 10, 2009, is between WDMS, Inc., a Mississippi corporation (the "Owner"), the owner and operator of Radio Stations WDMA(FM) and Radio Station WGVM(AM), Greeneville, Mississippi (together the "Station"), and Delta Radio Group LLC, a Tennessee limited liability company (the "Broker").

### Recitals

The following recitals of fact are set out for the purpose of describing the basis and background of this Agreement:

- A. Owner is engaged in the business of radio broadcasting on the Station and has available airtime.
- B. Owner has agreed to retain Broker to provide programming for the Station pursuant to the terms and conditions set forth in this Agreement and in conformity with the Station's policies and practices and the Communications Act of 1934, as amended together with the rules and regulations (the "FCC Rules") of the Federal Communications Commission (the "FCC").
- C. Broker has agreed to supply such programming and sell advertising that conforms with the Station's policies and all FCC Rules, including the requirement that the ultimate control of the Station be maintained by Owner;

For and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. **Purchase of Airtime and Provision of Programming.** From the Effective Date until the date on which this Agreement is terminated, subject to the terms and conditions of this Agreement, Owner agrees to broadcast programming supplied by Broker during the entire period of time the Station is broadcasting, provided that Owner may broadcast up to one (1) hour of programming per week which is aimed at serving the needs and interests of the Station's community of license on Sundays before 8:00 a.m. and in accordance with Section 10 of this Agreement. The Effective Date shall be the date this Agreement is executed, or such other date as may be mutually agreed upon in writing by the parties. Broker shall have the right to select the format for programming on the Station (the "Format"); provided, however, that during the first two (2) years of this Agreement, the Broker shall continue to program the Station consistent with its current music format. In addition, during the term of this Agreement the Broker will not cancel or terminate any sports programming agreements with any of the following without the consent of the Owner: Learfield Communications, ISP Sports and TeleSouth Communications, or their successors and assigns. The Broker may discontinue the Station's use of the Jones Satellite Network for programming for the Station at any time during the term of this Agreement.

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2. **Payments.** From and after the Effective Date, Broker shall pay Owner the payments as set forth on Exhibit A hereto.

If Broker has not delivered any payment within 30 days of the date due, the Owner may give written notice to Broker of such default, and if the default is not cured within ten (10) business days, Owner may, in its sole discretion, suspend the carriage of Broker's programming and resell such broadcast time (a "Default").

3. **Accounts Receivable.** Broker may collect and retain any accounts receivable for broadcasts on the Station which occur prior to the Effective Date. All revenues and cash accounts receivable for broadcasts on the Station on or following the Effective Date shall belong to Broker. Broker may sell advertising time consistent with the applicable rules and regulations, on the Station in combination with any other broadcast station of its choosing, subject to compliance with applicable law. Broker shall be responsible for payment of the commissions due to any national sales representative, local sales representative, agency or employee engaged by it for the purpose of selling advertising that is carried during the programming it provides to Owner. Notwithstanding anything in the foregoing to the contrary, to the extent that Owner has received prepayment for advertising time for periods following the Effective Date, Owner shall disclose such prepayments to Broker on or prior to the Effective Date and such prepayments shall be deducted from the amounts due to Owner pursuant to Section 2 of this Agreement, but only in the event Broker airs such prepaid advertising. If advertisers whose advertisements air on the Station on or after the Effective Date make payments to Owner rather than to Broker with respect to such advertisements, Owner shall hold such amounts in trust for Broker, shall promptly notify Broker of the receipt of such funds and shall forward such amounts to Broker within five (5) business days. If Owner fails to forward such amount to Broker within five (5) business days, Broker shall have the right to set such amounts off against the payments due under Section 2 hereunder with amounts subsequently paid by Owner being reimbursed by Broker.

4. **Program Delivery Requirements.** Broker shall deliver programming at its expense to Owner at the main studio of the Station for further delivery to the Station's transmitter facilities. Owner agrees to use its best commercially reasonable efforts to facilitate the program delivery.

5. **Term.** The term of this Agreement shall be for a period beginning on the date first above written and expiring on November 30, 2014, unless sooner terminated as provided by this Agreement.

6. **Station Facilities.**

6.1 **Operation of Station.** Throughout the term of this Agreement, Owner shall operate the Station with the maximum authorized facilities, except that the nighttime power of WGVM may be reduced to no less than 32 watts and the daytime power shall not be less than 2,600 watts. Any necessary maintenance work affecting the operation of the Station which would result in a reduction of transmitter power by more than ten percent (10%) shall be scheduled upon as much prior notice to Broker as practicable and shall be performed while the Station is off the air, if practical. Owner reserves the right, subject to FCC authorization, to modify the facilities of the Station as it determines is advisable in its sole discretion.

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**6.2 Interruption of Normal Operations.** If the Station suffers loss or damage to its transmission facilities for any cause other than one governed by Section 6.3, which results in the decrease in the Station's operating power by more than ten percent (10%), Owner shall notify Broker within two (2) hours and shall promptly undertake such repairs as necessary to restore the operation of the Station within five (5) days from the occurrence of such loss or damage, subject to the obligation of the Broker to reimburse the Owner for certain of these expenses as described in Section 8.1 below. If Owner fails to return the Station to normal operations within such five (5) day period, Broker will be entitled to decrease the payments called for in Sections 1 and 2 in proportion to the loss of power by more than ten percent (10%) dating back to the initial decrease in power. If Owner fails to accomplish that result within thirty (30) days, Broker may terminate this Agreement upon ten (10) days notice to Owner.

**6.3 Force Majeure.** Any failure or impairment of the Station's facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast due to acts of God, strikes, lockouts, civil riot, floods and any other cause not reasonably within the control of Owner, shall not constitute a breach of this Agreement and Owner will not be liable to Broker. Broker shall not be required to make payments to Owner for periods covered by the force majeure event.

**7. Programming Standards.** All programs supplied by Broker shall meet in all material respects all applicable rules, regulations and policies of the FCC. All advertising spots and promotional material or announcements shall comply with all applicable federal, state and local regulations and policies. If, in the reasonable judgment of Owner, the programming presented by Broker does not comply with the applicable rules, regulations and policies of the FCC, Owner may suspend or cancel any such program after giving written notice of such determination to Broker and Broker having failed to remedy the problem within ten (10) business days. The provision by Broker of any programming, announcement, advertising or other matter that is slanderous, defamatory, obscene or indecent, as determined by a final, unappealable order of the FCC or a court of competent jurisdiction, shall constitute a material breach of this Agreement, and shall entitle Owner, at its sole discretion, to terminate this Agreement immediately and exercise its rights and remedies under this Agreement based on such material breach by Broker, notwithstanding the provisions of Sections 6 and 15.2.

**8. Responsibility for Expenses and Employees.**

**8.1 Division of Expenses.** Owner will provide and be responsible for (i) the Station personnel necessary for maintenance and operation of the Station's transmission facilities (including without limitation a Chief Operator), and will be responsible for the salaries, taxes, insurance and related costs for all Station personnel used in the maintenance and operation of the Station's transmission facilities and main studio, and (ii) all costs and expenses for the maintenance of all transmitter equipment. Whenever on the Station's premises, all personnel shall be subject to the supervision and the direction of Owner's General Manager. Except as set forth in the foregoing sentences of this Section 8, Broker shall be responsible for all other expenses involved in the operation of the Station including, without limitation, (i) all operating expenses of the Station (including telephone expenses and expenses related to sales, marketing,

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promotion, advertising, billing and collections and traffic), (ii) all costs and expenses for maintenance of studio equipment to the extent used by Broker to provide programming hereunder, (iii) the employment and salaries, taxes, insurance and related costs for all personnel used in the production of its programming, including salespeople, traffic personnel board operators and programming staff, (iv) all copyright fees attributable to Broker's programming broadcast on the Station, including, without limitation, all ASCAP, BMI and SESAC fees, and fees for any other necessary music performance rights, as determined in the sole discretion of Owner, and (v) regular payments on two bank notes on which the Owner is obligated and which are in the current principal amount of approximately \$634,000 (the "Bank Notes"), which Bank Notes are more particularly described in the Radio Station Agreement executed on even date herewith. At Broker's request, Owner shall file new agreements with the music licensing organizations in order to reflect the change in the Station's format. The Broker shall reimburse the Owner for any necessary repairs to the electronic equipment at the Station, or to the transmitters and transmitting towers and antenna, to the extent such expenses are not covered by insurance. The Owner shall advise the Broker of the necessity of such repairs, and the Owner shall use its best efforts to obtain such repair services from the best and lowest cost provider.

## **9. Operation of Station.**

**9.1 Control.** Notwithstanding anything to the contrary in this Agreement, Owner shall have full authority and power over the management and operation of the Station during the period of this Agreement. In no event shall Broker, or Broker's employees, represent, depict, describe or portray Broker as Owner of the Station. To this end, all employees of Broker, whose work involves the Station, shall be informed as to Owner's ultimate control over the Station and Broker's subordinate capacity. Owner shall provide and pay for the General Manager of the Station, who shall report and be accountable solely to Owner and who shall be responsible for the direction of the day-to-day operation of the Station to the extent required pursuant to the FCC Rules. To the extent necessary to avoid an unauthorized transfer of control of the Station's FCC licenses, Owner shall retain control over the policies, programming and operations of the Station, including the right to pre-empt any programs in order to broadcast a program deemed by Owner to be of greater national, regional or local interest, subject to Section 10. Owner shall at all times be solely responsible for meeting all of the FCC's requirements with respect to public service programming, for maintaining the political and public inspection files and the Station log, and for the preparation of all programs/issues lists.

**9.2 Broker's Responsibilities with Respect to Operation of Station.** At Owner's request, Broker shall use commercially reasonable efforts to cooperate with and assist Owner in complying with the FCC Rules and the other rules and regulations referenced in Section 9.1, including by reporting such information as Owner may reasonably request from time to time in order to comply with its programming reporting requirements. Broker shall cause the Station to transmit any required tests of the Emergency Alert System at such times as are reasonably directed by Owner. Broker shall prepare, maintain and deliver to Owner all records and information in Broker's possession that are required by the FCC to be placed in the public inspection files of the Station pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules. Broker also shall consult with Owner and adhere to all applicable statutes and the rules,

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regulations and policies of the FCC, as announced from time to time, with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to "equal opportunities") and the charges permitted therefore. Broker shall furnish within its programming, on behalf of Owner, all station identification announcements required by the FCC's rules.

**10. Public Affairs; Special Events.** Nothing in this Agreement shall abrogate the unrestricted authority of Owner to discharge its obligations to the public and to comply with the FCC Rules with respect to meeting the ascertained needs and interests of the public. Additionally, Owner shall have the right, in its reasonable discretion, to pre-empt any of the broadcasts of the programs supplied by Broker, and to use part or all of the hours of operation of the Station for the broadcast of events related to local or national emergencies if Broker is not already covering such event. In all such cases, Owner will use its best efforts to give Broker reasonable advance notice of its intention to pre-empt programming and, in the event of such pre-emption, Broker shall receive a credit for such time as may be pre-empted by Owner.

**11. Right to Use the Programs.** The right to use the programs produced by Broker and to authorize their use in any manner and in any media whatsoever shall be at all times vested solely in Broker except as authorized by this Agreement.

**12. Payola and Plugola.** Broker agrees that Broker will not accept any compensation of any kind or gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, materials, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the programs as having paid for or furnished such consideration in accordance with FCC requirements.

**13. Compliance with Law.** The Broker will, in good faith, endeavor to comply with all laws and regulations applicable to the broadcast of programming by the Station.

**14. Indemnification.** The Broker will indemnify and hold harmless Owner and its officers, directors, employees, affiliates and agents (the "Owner Parties") against all claims, damages, liabilities, costs and expenses including, without limitation, amounts paid in settlement, any judgment and reasonable attorneys' fees and costs (the "Losses") resulting from claims for defamation, slander, illegal competition or trade practice, violation of rights of privacy, and infringement of copyrights or other proprietary rights or other law arising out of the content of programming broadcast on the Station and furnished by Broker pursuant to this Agreement. The Broker shall further indemnify and hold harmless each Owner Party from and against all other Losses arising from the content of programming broadcast on the Station and furnished by Broker pursuant to this Agreement with respect to any FCC enforcement proceeding.

**15. Events of Default; Cure Periods and Remedies.**

**15.1 Events of Default.** The following shall constitute events of default (the "Events of Default") under the Agreement:

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**15.1.1 Non-Payment.** The Broker's failure to pay any broadcast fee pursuant to Sections 1 and 2 when due subject to the cure provision in Section 2.

**15.1.2 Non-Timely Delivery of Program Materials.** Broker's failure to deliver programs in a timely fashion.

**15.1.3 Default in Covenants.** The default by Broker or by Owner in the performance of any material covenant, condition or undertaking contained in this Agreement (other than defaults governed by Sections 7, 15.1.1 or 15.1.2 and defaults arising as a result of the circumstances contemplated in Section 6.2 or 6.3, which, in each case, shall be governed by such sections).

**15.1.4 Breach of Representation.** If any representation or warranty made by Owner or Broker in this Agreement, or in any certificate or document furnished by Broker to Owner pursuant to the provisions of this Agreement, shall prove to have been false or misleading in any material respect as of the time furnished.

**15.2 Cure Periods.** Notwithstanding anything in Section 15.1 to the contrary, with respect to Sections 15.1.3 and 15.1.4, no Event of Default shall be deemed to have occurred until the non-defaulting party has provided the party in default with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the actions necessary to cure the default(s) and the defaulting party shall have failed to have cured such default within sixty days after receipt of such notice. This period may be extended for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the non-defaulting party.

**15.3 Termination Upon Default.** Upon the occurrence of an Event of Default, the non-defaulting party may immediately terminate this Agreement, provided that it is not also in material default of this Agreement.

**16. Termination Upon Order of Judicial or Governmental Authority.** If any court of competent jurisdiction or any federal, state or local governmental authority designates a hearing with respect to the continuation or renewal of any license or authorization held by Owner for the operation of the Station, advises any party to this Agreement of its intention to investigate or to issue a challenge to or a complaint concerning the activities permitted by this Agreement, or orders the termination of the Agreement and/or the curtailment in any manner material to the relationship between the parties to this Agreement of the provision of programming by Broker, with the concurrence of Owner, Broker shall have the option to seek administrative or judicial appeal of or relief from such order(s), in which event Owner shall cooperate with Broker provided that Broker shall be responsible for legal fees incurred in such proceedings, or Broker shall notify Owner that the Agreement will be terminated in accordance with such order(s). If the FCC designates the renewal application of the Station for a hearing as a consequence of any action taken by Broker under this Agreement, Broker shall cooperate and comply with any reasonable request of Owner to assemble and provide to the FCC information relating to Broker's performance under this Agreement, at Broker's expense. Upon termination following such governmental order(s), Broker shall pay to Owner any fees due but unpaid as of the date of termination as may be permitted by such order(s), and Owner shall reasonably cooperate with

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Broker to the extent permitted to enable Broker to fulfill advertising or other programming contracts then outstanding. Thereafter, neither party shall have any liability to the other.

17. **Broker's Option to Terminate.** On or after December 1, 2011, Broker may terminate this Agreement without further liability by giving 30 days written notice to the Owner, provided that all payments due on the Bank Notes are current and all payments due to Robert J. Ghetti ("Ghetti") as set forth on Exhibit A have been paid, and all currently due accounts payable have been paid in full.

18. **Mutual Representations and Warranties.** Each of Owner and Broker represents to the other (i) that it is legally qualified and able to enter into this Agreement, (ii) that the execution, delivery and performance hereof does not constitute a breach or violation of any agreement, contract or other obligation to which it is subject or by which it is bound and (iii) that this Agreement constitutes the legal, valid and binding obligation of such party, enforceable in accordance with its terms.

19. **Modification and Waiver.** No modification or waiver of any provision of the Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

20. **No Waiver; Remedies Cumulative.** No failure or delay on the part of Owner or Broker in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall 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 thereof or the exercise of any other right or power. The waiver of any breach of this Agreement by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach under this Agreement. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any rights or remedies which either may otherwise have.

21. **Construction.** This Agreement shall be construed in accordance with the laws of the State of Mississippi without regard to the provisions of conflicts of law thereunder. The obligations of the parties to this Agreement are subject to all federal, state or municipal laws or regulations, including those of the FCC, now or hereafter in force. The parties each acknowledge that all the terms and conditions in this Agreement have been the subject of active and complete negotiation between the parties and represent the parties' agreement based upon all relevant considerations. The parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation hereof. Nothing in this agreement shall be deemed to constitute a joint venture or partnership between the parties hereto.

22. **Successors and Assigns.** This Agreement may not be assigned by Broker without the express written consent of Owner first had and obtained. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

23. **Counterpart Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original and be binding on the parties to this Agreement.

24. **Notices.** Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or mailed by certified mail with return receipt requested or by Federal Express, postage prepaid, and addressed as follows:

If to Broker:

To Broker:

Allen Schemmel  
122 Hedgelawn Drive  
Hendersonville, TN 37075

With copy to:

Charles W. Bone  
Bone McAllester Norton PLLC  
511 Union Street, Suite 1600  
Nashville, TN 37219

If to Owner:

1383 Pickett Street  
Greenville, Mississippi 38701

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof.

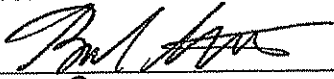
26. **Severability.** In the event that any of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable, it shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

27. **Certification.** For purposes of Section 73.3555, Note 2(j)(3) of the FCC Rules, Owner certifies that it maintains ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel and programming and Broker certifies that this Agreement complies with the provisions of Section 73.3555(a), 73.3555(c) and 73.3555(d) of the FCC Rules.



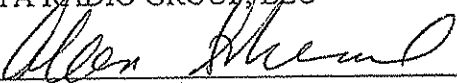
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first written above.

WDMS, INC.

By: 

Title: President

DELTA RADIO GROUP, LLC

By: 

Title: President

## EXHIBIT A

### Payments

In consideration for the airtime supplied to Broker pursuant to this Agreement, Broker shall provide the following consideration.

- A. Regular payments on the Bank Notes to the holder(s) thereof. If the principal amount of the Bank Notes is less than \$634,000 on the Effective Date, the Broker shall pay the difference to the Owner.
- B. Up to \$700 per month to the Owner to reimburse it for the payments made to an engineering consultant engaged by Owner to provide engineering services to the Station; provided, however, that this amount may be increased once per annum in an amount of no more than the greater of 3% or the change in the Consumer Price Index for the previous year.
- C. Payment to Ghetti of a total of \$50,000, payable as follows:

A payment of \$25,000 to Ghetti on December 1, 2009; followed by a payment of \$6,250 on or before December 1, 2010; a \$6,250 payment on or before June 1, 2011; and a payment of \$12,500 on or before December 1, 2011.
- D. All of the regular operational expenses of the Station on and after December 1, 2009, including compensation to persons who work at the Station, utilities, equipment leases, supplies, license agreements related to the operation of the station; FCC annual license fees which shall be prorated for the year ending September 30, 2010 (1/12 by Owner and 11/12 by Broker); insurance expenses (including keyman insurance on the shareholders of the Owner); sales commissions; music inventory; and regular and normal expenses for the operation of a radio station. In addition, Broker shall pay or reimburse the Owner for all ad valorem taxes and personal property taxes applicable to the personal property and the real estate used in the operation of the Station. Broker shall also pay any other taxes, included sales taxes and withholding taxes applicable to the Broker's employees, which are incurred as a result of the operation of the Station. Broker shall not pay or reimburse the Owner for any income taxes incurred by the Owner or other taxes applicable to WDMS, Inc. rather than the station. In this respect, the Owner represents and warrants that the financial statements previously furnished to the Broker regarding the operation of the Station are true and correct and accurately reflect the operational expenses of the Station of the periods covered by such financial statements. These payments may be made to the Owner in reimbursement for its payment of such expenses, or, at Broker's option, directly to the payees of such expenses as a convenience for the Owner.
- E. Any compensation paid by Owner to its General Manager will be the responsibility of the Owner, and Broker shall not be obligated to reimburse such compensation paid by the Owner.

## NONCOMPETITION AGREEMENT

This Noncompetition Agreement, dated December 10, 2009, is by and between Robert J. Ghetty ("Shareholder"); WDMS, Inc., a Mississippi corporation ("Owner"); and Delta Radio Group LLC, a Tennessee limited liability company ("Broker").

### RECITAL OF FACTS

*The following recitals are set forth for the purpose of stating the facts and circumstances which form the background and basis for this Agreement:*

- [A] The Broker has on even date entered into a Local Marketing Agreement ("LMA") with the Owner under which the Broker has purchased substantially all of the programming time on Radio Stations WDMS(FM) and WGVM(AM), Greenville, Mississippi (together the "Station"), and the Broker has agreed to make certain payments to the Owner and the Shareholder as consideration for such purchase.
- [B] The Shareholder is the majority shareholder of the Owner, and the LMA is a substantial benefit to the Shareholder.
- [C] In order to protect and preserve the benefits of the LMA, it is essential to the Broker and is a condition to its execution of the LMA that the Shareholder enter into this non-competition agreement.

### AGREEMENTS OF THE PARTIES

*In consideration of the above recitals and the mutual terms and conditions set out herein, the parties agree as follows:*

1. **Definitions.** For the purposes of this Agreement, the following definitions shall apply:

- [a] "Business" shall mean the business of operating radio stations.
- [b] "Noncompete Period" shall mean the period beginning the date hereof and ending on the fifth (5<sup>th</sup>) anniversary of the date hereof.
- [c] "Related Party" shall mean Shareholder and any business, firm, corporation or other entity in which Shareholder has a direct or indirect financial interest and any employee, consultant or agent of Shareholder.

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[d] "Territory" shall mean the all radio stations for which the predicted 1.0 mv/m signal would intersect any portion of the 1.0 mv/m signal of WDMS(FM).

2. **Acknowledgments.** Broker is willing to enter into the LMA if, and only if, the Shareholder, on behalf of himself and any Related Party, will agree not to compete with Broker with respect to the Business during the Noncompete Period in the Territory.

3. **Noncompetition.**

[a] No Related Party shall, during the Noncompete Period, in any manner (other than as an employee of or a consultant to Broker and other than the ownership and operation of the Station), directly or by assisting others, engage in, have any equity or profit interest in, or render services of any executive, administrative, supervisory, marketing, production or consulting nature to any person, firm, corporation or other entity that conducts or intends to conduct the Business in the Territory.

[b] Notwithstanding anything within this Agreement to the contrary, nothing contained herein shall prohibit any Related Party from acquiring not more than two percent (2%) of any class of securities in any entity the securities of which are registered with the Securities and Exchange Commission and are listed on a national stock exchange or are traded over the counter.

4. **Reasonableness of Agreement.** Shareholder has had the opportunity to be represented by counsel with respect to the negotiation and execution of this Agreement. Shareholder acknowledges that the terms and conditions of this Agreement are reasonable, and Shareholder intends to be fully bound by such terms and conditions.

5. **Severability.** If a judicial determination is made that any of the provisions of this Agreement constitutes an unreasonable or otherwise unenforceable restriction against Shareholder or a Related Party, the provisions of this Agreement shall be rendered void only to the extent that such judicial determination finds such provisions to be unreasonable or otherwise unenforceable with respect to Shareholder or a Related Party. In this regard, Shareholder and Broker hereby agree that any judicial authority construing this Agreement shall be empowered to sever any prohibited business activity, time period or geographical area from the coverage of this Agreement and to apply the provisions of this Agreement to the remaining business activities, time period or geographical area not so severed by such judicial authority. Moreover, notwithstanding the fact that any provision of this Agreement is determined not to be specifically enforceable, Broker shall nevertheless be entitled to recover monetary damages as a result of the breach of such provision by Shareholder or a Related Party. The time period during which the prohibitions set forth in this Agreement shall apply shall be tolled and suspended for a period equal to the aggregate quantity of time during which Shareholder or a Related Party violates such prohibitions in any respect.

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6. **Injunctive Relief.** Shareholder hereby agrees that any remedy at law for any breach of the provisions contained in this Agreement shall be inadequate and that Purchaser shall be entitled to injunctive relief or any other appropriate decree of specific performance in addition to any other remedy Purchaser might have under this Agreement.

7. **Indemnification.** Shareholder hereby agrees to indemnify and defend Purchaser and hold Purchaser wholly harmless from and against any and all losses, liabilities, damages, deficiencies, costs (including, without limitation, court costs and attorneys' fees) and expenses incurred by Purchaser and arising out of, due to or with respect to any breach of any representation, warranty, covenant or agreement of Shareholder (or a Related Party of Shareholder) contained in this Agreement. Such indemnification will not be subject to any of the limitations on time or amount of obligation which are set forth in this Agreement.

8. **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule (whether of the State of Mississippi or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Mississippi.


10. **Payment.** In consideration of the agreement not to compete set out herein, Broker shall pay \$4,000 per month to Shareholder for a period of 60 months, so long as Shareholder complies with the terms and conditions of this Agreement. The first payment shall be due and payable on January 1, 2010 and subsequent payments shall be payable on the first of each month thereafter, and Broker shall be in default of such payment if not paid by the 15<sup>th</sup> day of each month. In the event the Broker elects to terminate the LMA and elects not to purchase the Station pursuant to the option granted by Owner, the Broker may terminate any further payments due to the Shareholder under this Section, and in that event, the Shareholder's obligation not to compete as described herein shall terminate.

*[The remainder of this page intentionally left blank and a signature page follows.]*

EXECUTION

*The parties have executed this Agreement as of the date and year first above written. By their execution of this Agreement, the parties represent to one another that they have read this Agreement, understand its terms and conditions and intend to be bound thereby.*

DELTA RADIO GROUP, LLC

By: 

Name: Allen Schenkel

Title: President

WDMS, INC.

By: 

Name: Robert J. Ghetti

Title: President

  
Robert J. Ghetti