

LOCAL MARKETING AGREEMENT

This LOCAL MARKETING AGREEMENT (this "*Agreement*"), made as of the 24th day of August, 2012, is by and between CBS Radio Stations Inc., a Delaware corporation (the "*Licensee*"), and Lincoln Financial Media Company of Florida, a North Carolina corporation (the "*Programmer*").

RECITALS

WHEREAS, Licensee is the licensee of and operates radio broadcast station WMSF(FM), West Palm Beach, FL (Facility ID No. 29567) (the "*Station*");

WHEREAS, pursuant to that certain Option Agreement dated as of June 1, 2012 (the "*Option Agreement*") by and among Licensee and Palm Beach Broadcasting LLC and Palm Beach Broadcasting License LLC (together, "*Palm Beach*"), Licensee granted Palm Beach an option to designate a buyer for certain of assets of the Station; and

WHEREAS, Palm Beach has exercised its option and designated Programmer as the buyer of the Station; and

WHEREAS, pending consummation of the sale of the Station to Programmer, Programmer desires to acquire time on the Station for its programming and advertising, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the Federal Communications Commission (the "*FCC*").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SALE OF TIME

1.1 Broadcast of Programming. During the Term (as defined below), Licensee shall make available broadcast time on the Station for the broadcast of Programmer's programs (the "*Programming*") for up to 168 hours a week except for: (a) downtime required by routine maintenance consistent with prior practice and upon 48 hours prior notice to Programmer; (b) 2 hours between 5:00 a.m. and 9:00 a.m. on Sunday mornings on the Station and at other times mutually agreeable to Licensee and Programmer during which time Licensee may broadcast programming designed to address the concerns, needs and interests of the Station's listeners; (c) times when Programmer's programs are not accepted or are preempted by Licensee in accordance with this Agreement; and (d) times when the Station is not broadcasting because of Force Majeure Events (as defined below). Licensee represents and warrants to Programmer that, except for the obligation to air programming evidenced by the WEAT Station Contracts (as defined in that certain Option Agreement, dated June 1, 2012, by and among Licensee and Palm Beach), there are no liabilities relating to programming for the Station. Programmer shall deliver the Programming to the location designated by Licensee for transmission via the Station's transmission facilities. Notwithstanding

anything herein to the contrary, the Station shall continue to broadcast, and the Programming shall include, any programming required to be aired under the terms of the Station Contracts listed on Schedule 1.1 hereto. Between the Commencement Date and the WEAT Closing Date (as defined in the Option Agreement), provided that this Agreement remains in effect, Licensee agrees not to enter into any WEAT Station Contracts (as defined in the Option Agreement) except to fulfill Licensee's obligations under this Agreement.

1.2 Advertising and Programming Revenues. During the broadcast time on the Station made available to Programmer pursuant to the terms of this Agreement, Programmer shall have full authority to sell for its own account commercial time on the Station. Programmer shall retain all revenues from (i) the Programming, (ii) the contracts set forth in Item D of Schedule 1.1, (iii) the broadcast or sale of all advertising or other time on the Station and (iv) from any other source relating to Programmer's activities at the Station, in each case, to the extent attributable to the period during the Term.

1.3 Force Majeure. Any failure or impairment of facilities, any delay or interruption in delivering or broadcasting the Programming, or any failure at any time to furnish the facilities, in whole or in part, for broadcasting, or any failure of either party to timely perform any of its obligations under this Agreement, due to acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, force majeure, or any other causes beyond the reasonable control of Licensee or Programmer (collectively, "*Force Majeure Events*") shall not constitute a breach of this Agreement, and neither Licensee nor Programmer, as the case may be, will be liable to the other party therefor.

1.4 Payments. In consideration of the rights granted under this Agreement, Programmer shall pay Licensee the fee and reimburse certain of Licensee's costs as provided in Schedule 1.4 hereto.

1.5 Term. The term of this Agreement (the "*Term*") shall commence at 5:00 p.m., local Station time, on August 29, 2012, or such earlier time as the parties may agree upon (the "*Commencement Date*"), and shall terminate on the earliest of (a) 12:01 a.m. on the date of the consummation of Programmer's purchase of the Station, (b) 12:01 a.m. on the date which is one week after the date on which Palm Beach withdraws the Exercise Notice (as defined in the Option Agreement), (c) 12:01 a.m. on the date which is one week after the date of the termination of the Option Agreement, and (d) such time as this Agreement is terminated in accordance with its terms pursuant to **Section 7**.

1.6 License to Use Call Sign. Licensee agrees to request, and Programmer consents to, a change of call sign to "WAXY-FM" to be effective no earlier than the Commencement Date. Licensee hereby grants Programmer a royalty-free license to use Licensee's call sign for the Station in connection with the broadcast and promotion of the Programming and the other activities contemplated by this Agreement during the Term and to the same extent that Programmer would be authorized to use such call sign if the consummation of the sale of the Station to Programmer had occurred.

2. OBLIGATIONS AND RIGHTS OF LICENSEE

Programmer acknowledges and agrees that Licensee is and shall remain responsible for operating the Station in the public interest and controlling the day-to-day operations of the Station in conformance with its FCC licenses, permits and authorizations, and nothing in this Agreement shall be construed to prevent or hinder the Licensee from retaining and exercising full and complete control over the Station, including, but not limited to, control of its finances, personnel, and programming. Without limiting the generality of the foregoing, Licensee and Programmer agree as follows:

2.1 Licensee's Absolute Right to Reject Programming. Licensee shall have the absolute right to suspend, cancel or reject any Programming, including advertising announcements or other material, which Licensee in its sole discretion deems contrary to the public interest, the Communications Act of 1934, as amended (the "*Communications Act*"), or the FCC's rules, regulations and policies (the "*Rules*," and together with the Communications Act, the "*Communications Laws*"). Licensee reserves the right to refuse to broadcast any Programming, including any commercial announcements included in the Programming, that contains any matter that Licensee believes is, or may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Station to be, violative of any third party intellectual property rights, defamatory, indecent, obscene, profane or otherwise in violation of law or contrary to the public interest. Licensee may take any other actions necessary to ensure the Station's operations comply with the laws of the United States, the laws of the State of Florida, the Communications Laws (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 covenants and agrees that any such rejection shall only occur to the extent Licensee, in the exercise of reasonable judgment, deems it necessary to carry out its obligations as an FCC licensee, and Licensee expressly agrees that its right of rejection shall not be exercised in an arbitrary or unreasonable manner solely for the commercial advantage of Licensee or others. Licensee shall promptly notify Programmer of any rejection of Programming. Licensee may suspend, cancel or refuse to broadcast any portion of the Programming pursuant to this **Section 2.1** without reduction or offset in the payments due Licensee under this Agreement.

2.2 Licensee's Right to Preempt Programming for Special Events and Public Interest Programming. Licensee shall have the absolute right to preempt Programming in order to broadcast a program deemed by Licensee, in its sole discretion, to be of greater national, regional or local public interest or significance, or to provide public service programming, and to use part or all of the hours of operation of the Station for the broadcast of events of special importance. Licensee shall also have the right to preempt Programming in order to broadcast public service programming at the times set forth in **Section 1.1** hereof. Licensee shall notify Programmer at least one week in advance of any preemption of any of the Programming for the purpose of broadcasting programs Licensee deems necessary to serve the public interest unless such advance

notice is impossible or impractical, in which case Licensee shall notify Programmer promptly upon making such determination. Licensee covenants and agrees that preemption shall only occur to the extent Licensee deems, in the exercise of reasonable judgment, preemption necessary to carry out its obligations as an FCC licensee, and Licensee expressly agrees that its right of preemption shall not be exercised in an arbitrary or unreasonable manner or solely for the commercial advantage of Licensee or others. Licensee shall promptly notify Programmer of any rejection or rescheduling of Programming and shall cooperate with Programmer in its efforts to fulfill commitments to advertisers and syndicators. Licensee may preempt the Programming under this **Section 2.2** without reduction or offset in the payments due Licensee under this Agreement.

2.3 Compliance with Communications Laws. The parties acknowledge that Licensee is ultimately responsible for complying with the Communications Laws, including with respect to (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (b) the broadcast and nature of public service programming; (c) the maintenance of political and public inspection files and the Station's logs; (d) the ascertainment of issues of community concern and (e) the preparation of all quarterly issues/programs lists.

2.4 Maintenance and Repair of Transmission Facilities. During the Term, and subject to Schedule 1.4 of this Agreement, Licensee shall use commercially reasonable efforts to (a) maintain, in all material respects, the Station's transmission equipment and facilities, including the antennas, transmitters and transmission lines, and (b) continue to contract with local utility companies for the delivery of electrical power to the Station's transmitting facilities at all times in order to ensure operation of the Station.

2.5 Main Studio. Licensee shall maintain a main studio for the Station as required under the Communications Laws.

3. OBLIGATIONS AND RIGHTS OF PROGRAMMER

Programmer shall not knowingly take any action, or omit to take any action, inconsistent with Licensee's obligations under the Communications Laws to retain ultimate responsibility for the programming and technical operations of the Station. Whenever on the Station's premises, all of Programmer's personnel shall be subject to the supervision and the direction of the Licensee's Manager and/or Chief Operator. Such supervision and control shall not be deemed to permit Licensee to expand in any material respect the obligations of Programmer or to require Programmer to assume any material additional obligation or liability hereunder. Without limiting the generality of the foregoing, Programmer agrees as follows:

3.1 Compliance with Laws and Station Policies. Programmer has advised Licensee of the nature of the Programming and will advise Licensee prior to any change in the Station's format. All Programming shall conform in all material respects to all applicable provisions of the Communications Laws, all other laws or regulations

applicable to the broadcast of programming by the Station, and the programming regulations prescribed in Schedule 3.1 hereto. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee or owner of the Station.

3.2 Cooperation with Licensee. Programmer, on behalf of Licensee, shall furnish or insert within the Programming all Station identification announcements and the programming designed to address the concerns, needs and interests of the Station's viewers required by the Communications Laws and shall provide (a) information about the Programming that is responsive to the public needs and interests of the area served by the Station, so as to assist Licensee in the preparation of any required programming reports, and (b) other reasonably requested information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the Station, including all records and information pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the Rules and The Bipartisan Campaign Reform Act of 2002. Programmer additionally agrees that broadcasts of sponsored programming addressing political issues or controversial subjects of public importance will comply in all material respects with the provisions of Section 73.1212 of the Rules. Programmer shall consult with Licensee and adhere in all material respects to all applicable provisions of the Communications Laws, with respect to the carriage of political advertisements and political programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to "equal opportunities") and the charges permitted for such programming or announcements. Programmer shall cooperate with Licensee to ensure compliance in all material respects with the Rules regarding Emergency Alert System tests and alerts.

3.3 Payola and Plugola. Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or 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 Programmer 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 the Communications Laws. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times comply in all material respects with the requirements of Sections 317 and 507 of the Communications Act and the related Rules.

3.4 Handling of Communications. Programmer shall provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming to enable Licensee to comply with the requirements of the Communications Laws, including those regarding the maintenance of the public inspection file. Licensee shall not be required to receive or handle mail, facsimiles, e-

mails or telephone calls in connection with the Programming unless Licensee has agreed to do so in writing. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers or other payments for services or advertising.

3.5 Compliance with Copyright Law. Programmer shall not broadcast any material on the Station in violation of the Copyright Act or the rights of any person. All music supplied by Programmer shall be (a) licensed by a music licensing agent such as ASCAP, BMI, or SESAC, (b) in the public domain or (c) cleared at the source by Programmer. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Station.

4. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

4.1 Licensee's Responsibility for Employees and Expenses.

(a) During the Term, Licensee will employ a full-time management-level employee for the Station (the "Manager"), who shall report and be solely accountable to Licensee and shall be responsible for overseeing the operations of the Station, and a staff-level employee, who shall report to and assist the Manager in the performance of his or her duties (each, a "Licensee Employee"). Pursuant to Section 73.1870 of the Rules, Licensee shall designate an individual to serve as the Station's Chief Operator, which designee shall have the duties and responsibilities of a "Chief Operator" under the Communications Laws (the "Chief Operator").

(b) Subject to Schedule 1.4 of this Agreement, Licensee shall be responsible for timely paying: (i) all lease payments relating to the Station, including all lease payments for the Station's studio, tower and transmitter sites, whether in use or not, and all taxes and other costs incident thereto, including insurance costs, (ii) all utility costs (telephone, electricity, etc.) relating to the studio and transmitter sites, (iii) all maintenance and repair costs for the transmitting equipment that are Licensee's responsibility under **Section 2.4**, (iv) all costs, including utilities, real estate and personal property taxes, insurance and maintenance, relating to the Station, (v) the salaries, taxes, insurance and related costs for Licensee's personnel for the Station and (vi) all FCC regulatory or filing fees.

4.2 Programmer's Responsibility for Employees and Expenses.

(a) Programmer shall provide any transmitter duty operators required for the operation of the Station during any period when the Programming is being broadcast. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel and facilities used in fulfillment of its rights and obligations under this Agreement. Programmer shall not be obligated to offer to hire or hire any employees of Licensee pursuant to this Agreement.

(b) Programmer shall be responsible for timely paying all costs, including fees to ASCAP, BMI and SESAC, attributable to the Programming that is delivered by Programmer for broadcast on the Station.

(c) Programmer shall be responsible for timely paying all costs associated with the Station attributable to the period on or after the Commencement Date that are not payable by Licensee under **Section 4.1(b)** hereof, including all program license costs and the costs of delivering the Programming to Licensee.

(d) Programmer shall maintain at its expense and with reputable insurance companies commercially reasonable coverage for broadcaster's liability insurance, worker's compensation insurance, commercial general liability insurance and property insurance, consistent with industry practice. Licensee shall be named as an additional insured on such policies, and such policies shall not be terminable without notice to Licensee with an opportunity to cure any default thereunder. Programmer shall deliver to Licensee within five business days of the Commencement Date, and thereafter upon request, certificates establishing that such insurance is in effect.

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Licensee. Licensee hereby represents and warrants that:

(a) **Organization, Qualification and Standing.** Licensee is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and has all corporate powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted. Licensee is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not have a material adverse effect on Licensee or on Licensee's ability to perform its obligations under this Agreement. Licensee has the requisite corporate power and authority to carry on its business as now conducted.

(b) **Authorization and Binding Obligation.** Licensee has all necessary power and authority to enter into and perform under this Agreement and the transactions contemplated hereby, and Licensee's execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Licensee and constitutes its valid and binding obligation, enforceable in accordance with its terms, except as limited by laws affecting creditors' rights or equitable principles generally.

(c) **Absence of Conflicting Agreements or Required Consents.** Neither the execution and delivery by Licensee of this Agreement, the consummation by Licensee of the actions contemplated hereby nor compliance by Licensee with or fulfillment of the terms, conditions and provisions hereof will conflict with, or result in a violation or breach of, or default (with or without notice or lapse of time, or both) under,

or give rise to a right of termination, amendment, cancellation or acceleration of any obligation or loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any lien upon any of the properties or assets of Licensee under, (i) the certificate of incorporation or by-laws of Licensee or (ii) any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, contract, agreement, obligation, understanding, commitment or other legally binding arrangement or of any license applicable to Licensee or its respective properties or assets.

5.2 Representations and Warranties of Programmer. Programmer hereby represents and warrants that:

(a) **Organization, Qualification and Standing.** Programmer is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and has all corporate powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted. Programmer is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not have a material adverse effect on Programmer or on Programmer's ability to perform its obligations under this Agreement. Programmer has the requisite corporate power and authority to carry on its business as now conducted.

(b) **Authorization and Binding Obligation.** Programmer has all necessary power and authority to enter into and perform under this Agreement and the transactions contemplated hereby, and Programmer's execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Programmer and constitutes its valid and binding obligation, enforceable in accordance with its terms, except as limited by laws affecting creditors' rights or equitable principles generally.

(c) **Absence of Conflicting Agreements or Required Consents.** Neither the execution and delivery by Programmer of this Agreement, the consummation by Programmer of the actions contemplated hereby nor compliance by Programmer with or fulfillment of the terms, conditions and provisions hereof will conflict with, or result in a violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, amendment, cancellation or acceleration of any obligation or loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any lien upon any of the properties or assets of Programmer under, (i) the certificate of incorporation or by-laws of Programmer, (ii) any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, contract, agreement, obligation, understanding, commitment or other legally binding arrangement or of any license applicable to Programmer or its respective properties or assets, or (iii) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Programmer, or its respective properties or assets.

6. INDEMNIFICATION

6.1 Indemnification.

(a) From and after the Commencement Date, Programmer shall indemnify, defend, protect and hold harmless Licensee and its affiliates, and their respective employees, officers, directors, shareholders and agents, and the successors and permitted assigns of any of them, from and against, and reimburse them for, all losses, costs, damages, liabilities, expenses, obligations and claims of any kind (including any action brought by any governmental authority or person and including reasonable attorneys' fees and expenses) ("*Losses*") arising from (i) any programming or content provided by Programmer, whether broadcast on the Station or posted on a Station website, including any claim for libel, slander, infringement of copyright or other intellectual property right, violation of any right of privacy or proprietary right or violation of law (including any investigation initiated or fines or forfeitures imposed by the FCC); or (ii) any breach by Programmer of any representation, warranty, covenant or other agreement hereunder.

(b) From and after the Commencement Date, Licensee shall indemnify, defend, protect and hold harmless Programmer and its affiliates, and their respective employees, officers, directors, shareholders and agents, and the successors and permitted assigns of any of them, from and against, and reimburse them for, all Losses arising from (i) any programming or content provided by Licensee, whether broadcast on the Station or posted on a Station website, including any claim for libel, slander, infringement of copyright or other intellectual property right, violation of any right of privacy or proprietary right or violation of law (including any investigation initiated or fines or forfeitures imposed by the FCC); or (ii) any breach by Licensee of any representation, warranty, covenant or other agreement hereunder.

(c) For the avoidance of doubt, neither Licensee's obligation to operate the Station in compliance with the rules, regulations and policies of the FCC and all other applicable laws, nor Licensee's right to review the Programming, nor Licensee's review of the Programming, shall relieve or limit Programmer's indemnification obligations hereunder.

6.2 Procedure for Indemnification. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "*Claim*"), but a failure to give or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within 20 days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim, (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment, except that no consent shall be required for any judgment, settlement or compromise that includes a full release of the indemnified party in respect of such Claim, and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

7. TERMINATION FOR ANY REASON OTHER THAN THE CLOSING

7.1 Termination.

(a) This Agreement may be terminated as follows:

(i) By either Licensee or Programmer, upon written notice to the other party, if, subject to **Section 9.4**, this Agreement shall have been declared invalid or illegal in whole or in material part by an order or a decree of the FCC or any other administrative agency or court of competent jurisdiction, and such order or decree shall have become final and shall no longer be subject to further administrative or judicial review;

(ii) By either Licensee or Programmer, upon written notice to the other party, if the other party is in material breach or default of this Agreement and such breach or default has not been waived by the party giving such termination notice;

- (iii) By the mutual written consent of both parties; or
- (iv) As provided in **Section 1.5** hereof.

The date that such termination becomes effective is herein referred to as the “*Termination Date*.”

(b) If either party asserts that the other is in breach or default of this Agreement, the non-defaulting party shall, prior to exercising its right to terminate under **Section 7.1(a)(ii)**, provide the defaulting party with notice specifying in reasonable detail the nature of such breach or default. Except for a failure to timely make any payment due hereunder, the defaulting party shall have 15 days from receipt of such notice to cure such default.

7.2 Effect of Termination.

(a) If this Agreement expires or is terminated for any reason other than the occurrence of the consummation of the sale of the Station to the Programmer, the parties shall cooperate in good faith to restore the *status quo ante*. In addition, Licensee shall cooperate reasonably with Programmer to the extent necessary and take all actions reasonably necessary to enable Programmer to fulfill all advertising or other programming contracts and commitments then outstanding, in which event Licensee shall be entitled to receive as compensation for the carriage of such advertising or programming that consideration which shall have already been paid to Programmer, or which otherwise would have been paid to Programmer in respect of such advertising, to the extent such consideration is attributable to the advertising or other programming carried on the Station during the period on or after the date of termination of this Agreement.

(b) No expiration or termination of this Agreement shall terminate the indemnification obligations of Programmer or Licensee hereunder.

8. REQUIRED FCC CERTIFICATIONS

8.1 Licensee’s Certification. Licensee hereby certifies that it shall maintain ultimate control over the Station’s facilities, including specifically control over the Station’s finances, personnel, and programming.

8.2 Programmer’s Certifications.

(a) Programmer hereby certifies that this Agreement complies with the provisions of Sections 73.3555(a) and (c) of the FCC’s rules and regulations.

(b) In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any advertising arrangements on the Station on the basis of race or ethnicity, and all such arrangements shall be evaluated, negotiated and completed without

regard to race or ethnicity. In compliance with FCC rules, Programmer shall include a nondiscrimination clause in all of its advertiser arrangements and shall maintain internal policies demonstrating compliance with the FCC's nondiscrimination policy. Programmer shall also ensure that all third party advertising arrangements concerning the Station contain the nondiscrimination clause.

9. MISCELLANEOUS

9.1 Amendment, Modification or Waiver. No amendment, modification or waiver of any provision of this 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.

9.2 No Waiver. No failure or delay on the part of Licensee or Programmer 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.

9.3 Governing Law; Waiver of Jury Trial. The construction and performance of this Agreement shall be governed by the laws of the State of New York without regard to its principles of conflict of law. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a New York state or federal court located in New York County, New York, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. The parties hereto hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

9.4 Change in FCC Rules or Policies; Severability. In the event that the FCC determines that this Agreement does not comply with the Communications Laws, the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws. In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining

provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect.

9.5 Construction. Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

9.6 No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

9.7 Entire Agreement. This Agreement and the schedules hereto embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

9.8 Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights under this Agreement without the other party's prior written consent, which consent may be withheld or delayed in such party's sole discretion. Notwithstanding anything to the contrary contained herein, if Palm Beach withdraws its Exercise Notice pursuant to which the Programmer is the Designated Buyer pursuant to the Option Agreement, and delivers a subsequent Exercise Notice pursuant to the Option Agreement relating to a different Designated Buyer, then, subject to Licensee's consent as provided under the Option Agreement, Programmer shall assign this Agreement and all rights and obligations of Programmer to such other Designated Buyer who thereupon shall be the Programmer hereunder for all purposes.

9.9 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

9.10 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing.

If to Licensee:

CBS Radio Stations Inc.
1271 Avenue of the Americas, Floor 44
New York, NY 10020
Attention: Mr. Anton Guitano
Facsimile: (212) 846-3999

With a copy, which shall not constitute notice, to:

CBS Corporation
51 W. 52nd Street
New York, NY 10019
Attention: General Counsel
Facsimile: (212) 975-4215

and

Lerman Senter PLLC
2000 K Street, N.W.
Suite 600
Washington, DC 20006
Attention: Meredith S. Senter, Jr., Esq.
Facsimile: (202) 293-7783

If to Programmer:

Lincoln Financial Media Company of Florida
c/o Lincoln Financial Group
150 N. Radnor Chester Road
Radnor, PA 19087
Attention: General Counsel

With a copy, which shall not constitute notice, to:

Paul Hastings LLP
875 15th Street, N.W.
Washington, DC 20005
Attention: Eric Dodson Greenberg, Esq.
Facsimile: (202) 551-0343


Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile and received prior to 5:00 p.m. in the place of receipt (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

9.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Faxed copies of this Agreement and faxed signature pages shall be binding and effective as to all parties and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Local Marketing Agreement as of the date first set forth above.

CBS RADIO STATIONS INC.

By: 
Name: ANTON W. GUITANO
Title: CHIEF OPERATING OFFICER AND
CHIEF FINANCIAL OFFICER

LINCOLN FINANCIAL MEDIA
COMPANY OF FLORIDA

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Local Marketing Agreement as of the date first set forth above.

CBS RADIO STATIONS INC.

By: _____
Name:
Title:

LINCOLN FINANCIAL MEDIA
COMPANY OF FLORIDA

By:  _____
Name: *Robert J. Benson*
Title: *PRESIDENT & CEO*