

LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (this "Agreement") is effective as of September 7, 2008 by and between Gulf South Communications, Inc., an Alabama corporation ("Programmer"), and William C. Carn, III, in his capacity as Trustee in bankruptcy for Stage Door Development, Inc., and not individually ("Licensee").

RECITALS

A. Licensee owns and operates radio broadcast station WUSD-FM, Geneva, Alabama (the "Station") pursuant to Licenses issued by the Federal Communications Commission ("FCC").

B. Programmer has available and is producing radio programs that it desires to have broadcast on the Station, and therefore desires to purchase airtime from Licensee for the broadcast of such programs.

C. Licensee has agreed to make available to Programmer airtime on the Station and to accept for broadcast on the Station the programs of Programmer, on the terms and conditions set forth in this Agreement.

D. Licensee and Programmer are also parties to that certain Asset Purchase Agreement, dated April 4, 2008 (as such may be amended, modified or restated, the "Purchase Agreement") providing for the purchase of the Station by Programmer subject to the consent of the FCC and the other terms of the Purchase Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained 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:

ARTICLE 1 AGREEMENT TERM

1.1 The term of this Agreement (the "Term") will begin at 12:01 a.m. (Alabama time) on September 8, 2008 (the "Commencement Date") and shall continue until terminated pursuant to Article 5 of this Agreement.

ARTICLE 2 PAYMENTS UNDER LMA

2.1 Consideration. For the broadcast of programming produced by or at the direction of Programmer (the "Programming") and the other benefits made available to Programmer pursuant to this Agreement, during the Term of this Agreement Programmer shall reimburse to Licensee the reasonable and necessary expenses incurred by Licensee in operating the Station (the "Reimbursable Expenses"). Payment of such Reimbursable Expenses shall constitute the consideration for the rights and benefits provided to Programmer under this Agreement and, except as otherwise specifically provided in this Agreement, no other payment shall be due hereunder from Programmer to Licensee.

Reimbursable Expenses include, but are not limited to: all costs associated with the Station employees, maintenance to the transmitter and antenna, electrical power at the Station's main studio and from the studio to the transmitter site, lighting, heating and cooling at the main studio and transmitter site, maintenance of the Station's local public records file, rent, and all other expenses associated with maintaining the Station.

ARTICLE 3 PROGRAMMER'S RIGHTS AND OBLIGATIONS

3.1 Purchase of Airtime. During the Term, for the consideration set forth in Article 2 above, Programmer shall purchase from Licensee for the broadcast of the Programming, on the terms specified herein, all airtime on the Station twenty-four (24) hours per day, seven (7) days per week, except for periods of regularly scheduled or necessary maintenance. Licensee may set aside such time as it may require (up to two hours on Sunday mornings), during which time Licensee may produce, at its own expense, public service programming designed to address the problems, needs, and issues relevant to the residents throughout the Station's listening areas.

3.2 Advertising Sales. Programmer shall be responsible for the sale of advertising on the Station after the Commencement Date and shall collect and retain all accounts receivable arising from advertising broadcast on the Station after the Commencement Date.

ARTICLE 4 LICENSEE'S RIGHTS AND OBLIGATIONS

4.1 Licensee's Ownership and Control.

a. Control of Station Operations. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Station it will have full authority, power and control over the operation of the Station to the extent required by FCC rules, regulations and policies; and will bear the responsibility for the Station's compliance with all applicable provisions of the rules, regulations and policies of the FCC and all other applicable laws.

b. Oversight of Programming. Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee reasonably and in good faith believes to be contrary to the public interest, or which do not meet the requirements of the rules, regulations, and policies of the FCC, or that violate the rights of third parties, provided, that Licensee shall use commercially reasonable efforts to inform Programmer of such determination sufficiently in advance of broadcast that Programmer may provide acceptable substitute programs; or (ii) substituting programs which Licensee reasonably and in good faith believes to be of greater local or national importance or to better address the problems, needs and interests of the residents of the Station's community of license. Licensee further reserves the right to preempt any program in the event of a local, state, or national emergency. Licensee reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy.

4.2 Licensee's Personnel. Licensee shall retain at the Station two employees (Amie Pollard and Shannon Milstead), who shall act at the direction and under the control of Licensee ("Licensee's LMA Employees"), one of whom shall act as Licensee's general manager of the Station, and the other will provide clerical and administrative support services. Licensee may substitute different employees provided that Licensee continues to employ a general manager at the Station, and that such substitution does not increase the Reimbursable Expenses.

4.3 Maintenance of Facilities; Programmer's Use of Facilities. Licensee shall use commercially reasonable efforts to maintain the Station's towers, transmitter sites, studio, broadcasting and office equipment in substantially their current condition as of the Commencement Date. Licensee shall provide Programmer, on a non-exclusive basis and not as a lease or sub-lease of either equipment or real property, access to and use of any Station studio, equipment and facilities owned by Licensee, or to which Licensee has such rights of use and access, for Programmer to perform under this Agreement; provided that all such activity shall be conducted by Programmer under the full supervision and authority of Licensee's LMA Employees.

ARTICLE 5 TERMINATION

5.1 Automatic Termination. This Agreement shall automatically terminate on the first to occur of the following events:

- a. the Closing of the sale of the assets and assignment of the licenses for the Station to Programmer pursuant to the Purchase Agreement; or
- b. the first day of the month following termination of the Purchase Agreement according to its terms.

5.2 Termination by the Parties. In addition to other remedies available at law or equity, this Agreement may be terminated by either Licensee or Programmer by written notice to the other if the party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following:

- a. the other party is in material breach of its obligations hereunder and has failed to cure such breach within ten (10) business days after receipt of written notice thereof from the non-breaching party; or
- b. the mutual consent of both parties.

ARTICLE 6 MISCELLANEOUS

6.1 Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties to this Agreement. No failure or delay on the part of Programmer or Licensee 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 the exercise of any other right or power operate as a waiver of any right or power herein conferred. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

6.2 Assignability. The rights and obligations of Licensee and Programmer under this Agreement may not be assigned or delegated without the other party's written consent.

6.3 Governing Law; Jurisdiction. The construction and performance of the Agreement will be governed by the laws of the State of Alabama, except for the choice of law rules used in that jurisdiction.

6.4 Counterpart Signatures; Facsimile or Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original and all of which, taken together, shall constitute one and the same Agreement. All counterpart signature pages may be delivered by facsimile or electronic signature and shall have the same force and effect as if an original signature were being delivered.

6.5 Entire Agreement. This Agreement, together with the Purchase Agreement, and their respective exhibits and schedules, embody the entire agreement, and supersede all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

6.6 Notice. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any party pursuant to this Agreement shall be in writing, and shall comply with the notice provisions set forth in the Purchase Agreement.

6.7 Certification. Pursuant to Paragraph (j)(3) of Note 2 of 47 C.F.R. § 73.3555, Licensee hereby certifies that it maintains ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel and programming, and Programmer hereby certifies that this Agreement complies with the provisions of paragraphs (a), (c) and (d) of 47 C.F.R. § 73.3555.

[Remainder of page intentionally left blank and signature page follows.]

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

PROGRAMMER

GULF SOUTH COMMUNICATIONS, INC.

By: 

Name:

Title:

Secretary

LICENSEE

By: 

William C. Carr, III, in his capacity as Trustee in
Bankruptcy for Stage Door Development, and not
individually