

2) **Term.** This Agreement shall commence on the effective date of the APA and terminates on date Programmer closes on the purchase of Stations or the termination of the Purchase Agreement for the Stations.

3) **Consideration.** The consideration to be paid by Programmer with respect to this Agreement shall be (a) reimbursement of the Licensee's documented expenses of operating the Stations, which are the responsibility of the Licensee, including, but not limited to, salaries, benefits and other costs related to its employees, property tax, insurance, building and tower maintenance, license fees, permits, music licensee fees (i.e., ASCAP, BMI and SESAC), production music license fees and software license fees, utilities, tower rent, and maintenance costs for the Stations' transmitters and antenna systems and its main studio ("Operating Expenses"), excepting only the costs incurred directly by Programmer for the production of and delivery to the Stations of the Programming; and (b) \$1,500.00 monthly payment due on the effective date of this Agreement and the 15th of each month thereafter until this Agreement terminates. Licensee and Programmer agree that \$4,500 was paid by Programmer to Licensee under the previous LMA agreement this Agreement replaces. Should Programmer close on the purchase of Stations, the payments will be credited toward the purchase of Stations. If agreement terminates for any other reason, all payments are retained by Licensee.

4) **Certifications.** Pursuant to Section 73.3555(a)(3)(ii) of the FCC's rules, Licensee certifies it maintains ultimate control over the Stations' facilities, including specifically control over station finances, personnel and programming, and Programmer certifies this Agreement complies with the provisions of Section 73.3555(a) of the FCC's rules. Furthermore, Licensee shall engage one or more of its own general managers, who shall be responsible for overseeing the operation and programming of the Stations (including, but not limited to, the activities of all Programmer personnel), and for employing such additional employees, all to the extent required by the Commission's rules.

5) **Notices.** All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally or mailed by certified mail, return receipt requested, postage prepaid, or by an overnight carrier that provides a written confirmation of delivery, addressed as follows:

- (a) If to Licensee:
Georgia-Carolina Radiocasting Company, LLC
Post Office Drawer E
Toccoa, Georgia 30577
Attn: Art Sutton, Manager
- (b) If to Programmer:
Radio Elberton, LLC
Post Office Box 639
Elberton, Georgia 30635
Attn: Scott Smith, President

Either party may change its address for notices by written notice to the other given pursuant to this Section.

***** THE NEXT PAGE IS THE SIGNATURE PAGE *****