

**Local Marketing Agreement**

This Local Marketing Agreement ("*Agreement*") dated January 2, 2009, is by and between CWA Broadcasting, Inc., a Maryland Corporation ("*CWA*"), and First Media Radio, LLC, a Delaware limited liability company ("*Broker*").

WITNESSETH

WHEREAS, CWA owns and operates broadcast radio station WINX-FM, Facility ID No. 14774 (the "*Station*"), pursuant to authorizations and approvals issued by the Federal Communications Commission (the "*FCC*");

WHEREAS, CWA and Broker have entered into an Asset Purchase Agreement dated of even date herewith (the "*Purchase Agreement*"), pursuant to which CWA has agreed to sell to Broker, and Broker has agreed to purchase from CWA, substantially all of the assets used or useful in the operations of the Station;

WHEREAS, CWA will have broadcast time of the Station available for brokerage as of January 6, 2009 and desires that Broker provide radio programming responsive to the needs, interests, issues and desires of the Station's community of license and service area; and

WHEREAS, Broker desires to broker time on the Station and to present its programming on the Station together with advertising time for inclusion in said programming and is willing to broker that broadcast time, subject to the limitations set forth herein.

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

1. **Term**. The term of this Agreement (the "*Term*") shall commence on the second (2<sup>nd</sup>) business day following the date first above written (the "*Commencement Date*") and shall continue until the Closing Date as defined in the Purchase Agreement, unless earlier terminated under the provisions of this Agreement.

2. **Consideration**. As consideration for the broadcast time made available hereunder, Broker shall make payments to CWA as set forth in Attachment I hereto.

3. **Station Facilities**.

3.1 **Program Time**. Commencing on the Commencement Date, CWA agrees to make available to Broker broadcast time on the Station for the broadcast of Broker's programming for up to one hundred sixty-eight (168) hours per week, Sunday through Saturday, except for downtime occasioned by routine maintenance, Unintended Downtime, or times when Broker's programming is not acceptable or preempted in accordance with Section 4.8 below. CWA may reserve up to three (3) hours per week on the Station, on each Sunday morning from 6:00 A.M. until 9:00 A.M., to broadcast public affairs programming produced or acquired by CWA; provided, however, that CWA shall give Broker written notice no later than twenty-four

(24) hours prior to the start of the time during which CWA intends not to broadcast Broker's programming.

3.2 **Use of Station Facilities.** To facilitate delivery of programming by Broker to CWA hereunder, CWA hereby grants to Broker the non-exclusive right for the Term of this Agreement to use the equipment located at the studio for the Station and currently used for broadcasting programs on the Station pursuant to this Agreement. Broker shall have, and CWA hereby grants to Broker, a nonexclusive license to enter on the premises currently occupied by the Station and use sufficient studio space for purposes of producing its programming hereunder. In addition, Broker shall have, and CWA hereby grants to Broker, a nonexclusive right to install and operate on the premises currently occupied by the Station equipment owned by Broker to allow for delivery and broadcast of Broker's programming on the Station.

3.3 **Maintenance; Interruption of Normal Operations.** CWA shall use its best efforts to provide at least forty-eight (48) hours prior notice to Broker in advance of any maintenance work affecting the operation of the Station, and to schedule any such maintenance work at hours other than 7:00 A.M. to 10:00 P.M. (Monday to Sunday). If the Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, then as soon thereafter as reasonably possible CWA shall notify Broker and shall undertake such repairs as are necessary to restore full-time operation of the Station with its maximum authorized facilities within seven (7) days from the occurrence of any such loss or damage. If such repairs are not completed within the allotted period, Broker may undertake such repairs, subject to CWA's supervision.

3.4 **Force Majeure.** Any failure or impairment of facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities pursuant to Section 3.2 hereof in whole or in part, due to a cause beyond the control of CWA ("*Unintended Downtime*"), and not caused by Broker, shall not constitute a breach of this Agreement but shall result in a prorated reduction of the monthly LMA Fee set forth in Attachment I hereto.

3.5 **Programming.** Broker's programming will consist of an entertainment format which will include news and public service programming. In the event Broker wishes to change the Station's format, Broker shall request CWA's consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

#### 4. **Station Programming Policies.**

4.1 **Broadcast Station Programming Policy Statement.** CWA has adopted and will enforce a Broadcast Station Programming Policy Statement (the "*Policy Statement*"), a copy of which appears as Attachment II hereto. Broker agrees and covenants that all programming, advertising spots, promotional material and announcements that it provides for broadcast on the Station shall comply in all material respects with: (i) the Policy Statement; (ii) all applicable federal, state and local laws and regulations, including the rules and regulations of the FCC and the Federal Trade Commission ("*FTC*"), and the Communications Act of 1934, as amended ("*Act*"); and (iii) all subsequent changes to such rules and regulations and the Act. Broker acknowledges that CWA has not urged, counseled or advised the use of any unfair business

practice. If CWA determines that a program supplied by Broker, within CWA's sole reasonable discretion, does not comply with the Policy Statement or the other requirements of this Agreement, CWA may, upon prior written notice to Broker suspend or cancel such program without liability to Broker, subject to a prorated reduction of the monthly LMA Fee set forth in to Attachment I; *provided that* Broker shall not be entitled to proration of the monthly LMA Fee for periods during which Broker proffers programming of the same type or nature previously rejected by CWA, in good faith, as contrary to a specific provision of the Policy Statement. CWA will use best efforts to provide such written notice to Broker prior to the suspension or cancellation of such program.

**4.2 Broker Compliance with Copyright Act.** Broker represents and warrants to CWA that Broker has full authority to broadcast its programming on the Station, and that Broker shall not broadcast any material in violation of the Copyright Act. All music supplied by Broker shall be: (i) licensed by ASCAP, SESAC or BMI; (ii) in the public domain; or (iii) cleared at the source by Broker. The right to use the programming and to authorize its use in any manner shall be and remain vested in Broker. CWA will maintain ASCAP, and BMI licenses for any programming that it produces for the Station pursuant to Section 3.1 above, as may be necessary.

**4.3 Sales.** Broker shall retain all revenues from the sale of advertising time within the programming that is broadcast on the Station during the Term. Broker shall be responsible for payment of the commissions due to any national sales representative engaged by it for the purpose of selling national advertising which is carried during the programming it provides to CWA. Unless otherwise agreed between the parties, CWA shall retain all revenues from the sale of Station's advertising during any hours each week in which CWA airs its own programming pursuant to Section 3.1 hereof.

**4.4 Payola.** Broker agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "*Consideration*"), whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Act and FCC requirements. Broker agrees that every six (6) months, or more frequently at the request of CWA, it will execute and provide CWA with a Payola Affidavit from each of its employees involved with the Station substantially in the form attached hereto as Attachment III.

**4.5 Cooperation on Programming.** CWA shall have the ultimate responsibility and authority to ensure that the Station provides programming responsive to the needs and interests of the Station's community of license and to prepare and file quarterly issues/programs lists for the Station. Broker shall promptly provide information to CWA concerning such of Broker's programs as are responsive to community needs so as to assist CWA in the satisfaction of its public service programming obligations. Broker shall promptly provide CWA upon request such other information necessary to enable CWA to prepare records and reports required by the FCC or other local, state or federal government entities. Broker shall also promptly provide CWA with any complaint or comment received regarding any programming broadcast on the Station.

**4.6 Station Identification and EAS.** Broker, on behalf of CWA, shall furnish within the programming the Station identification announcements required by the FCC. Broker shall use best efforts to cooperate with CWA to ensure that Emergency Alert System transmissions are properly performed in accordance with CWA's instructions and FCC requirements.

**4.7 Political Advertising.** CWA shall have ultimate authority over the Station's political broadcasting practices to ensure compliance with the FCC's political broadcasting rules and policies. Broker shall cooperate with CWA to assist CWA in complying with all rules of the FCC regarding political broadcasting. CWA shall promptly supply to Broker, and Broker shall promptly supply to CWA, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with FCC rules and policies, including the lowest unit rate, equal opportunities, reasonable access, political file and related requirements of federal law. On or before ninety (90) days before the start of any primary or general election campaign and thereafter at the request of CWA, Broker shall clear with CWA the rates to be charged political candidates for public office to be sure that the rate is in conformance with applicable law and policy. Broker shall provide CWA with access to all its books and records regarding the pricing of advertising sold on the Station to confirm that the political rate is correct. CWA, in consultation with Broker, shall develop a statement which discloses its political broadcasting policies to political candidates, and Broker shall follow those policies and rates in the sale of political programming and advertising. Not later than twenty-four (24) hours after any request to purchase time on the Station on behalf of a candidate for public office or to support or urge defeat of an issue on an election ballot, Broker shall report the request, and its disposition, to CWA so that appropriate records can be placed in the public inspection files for the Station. In the event that Broker fails to provide adequate broadcast time for the broadcast of programming or advertising by political candidates as required by the FCC rules, CWA shall have the right to preempt programming to make the minimum amount of time available to these political candidates as necessary to comply with the FCC rules. Broker shall not receive any credit for any such preemption to accommodate political advertising, but shall be entitled to the revenue received for such programming.

**4.8 CWA Control of Programming.** CWA shall maintain such rights to suspend or preempt programming as provided in Sections 4.1, 4.6, 4.7, 6.1, 6.3 and 6.4 herein.

**4.9 Intellectual Property.** CWA hereby grants to Broker a license to utilize the call sign of the Station and other intellectual property, if any, owned by CWA during the Term, which license may not be further assigned by Broker to any other person or entity except to an entity under common control of Broker.

**4.10 Limitation.** Except as set forth in this Agreement or the Purchase Agreement, Broker expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of CWA of any nature whatsoever.

5. **Responsibility for Employees and Employee Expenses and Insurance.**

5.1 **Employees.**

(a) CWA shall provide and be responsible for the Station's General Manager and such other employee as shall be necessary to comply with FCC requirements and for the production and transmission of CWA's own programs, and will be responsible for the salaries, taxes, benefits, insurance and related costs for all CWA's employees. CWA shall be solely responsible for all of the costs of terminating any of its existing employees in connection with the transaction contemplated by this Agreement, including but not limited to accrued vacation time, accrued sick or personal leave time, insurance and other benefits due such employees arising prior to the Commencement Date, regardless of whether Buyer subsequently hires any such employee.

(b) Broker shall employ and be responsible for the salaries, commissions, taxes, insurance and all other related costs of all personnel and property involved in the production and broadcast of Broker's programming, including air personalities, salespersons, traffic personnel, board operators, technical staff and other programming staff members. Whenever on the Station's premises, Broker's personnel shall be subject to the supervision and the direction of CWA. In exercising such supervision and direction, CWA shall comply, in all material respects, with employment anti-discrimination and other applicable labor and employment laws.

5.2 **Expenses and Liabilities.**

(a) CWA shall directly pay all costs associated with the day-to-day operation of the Station, including lease payments; insurance payments; electric and other utility payments; maintenance of and repairs to the Station in the ordinary course and necessary to maintain full-time operations of the Station with its maximum authorized facilities; any federal, state and local taxes levied upon the Station, its real estate and CWA's own payroll; all FCC regulatory fees; and the fees of its consulting engineer. Broker shall not be responsible for any costs or penalties associated with the termination of the Station's existing programming pursuant to the implementation of this Agreement.

(b) Broker shall directly pay and be responsible for all costs associated with the production, development and promotion of Broker's programming on the Station and Broker's sale of broadcast time on the Station.

5.3 **Insurance.** CWA will maintain the insurance policies listed on Attachment IV hereto. Broker shall obtain and maintain throughout the Term of this Agreement broadcast-type insurance written by one or more responsible, reputable, and financially secure insurance companies against claims (i) for libel, slander, unfair competition or trade practices, trademark or copyright infringement, (ii) violation of rights or privacy or publicity or other proprietary rights relating to the programming, and (iii) general liability for personal injury or negligence, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and naming CWA as an additional insured and loss payee. Broker shall furnish to CWA a certificate

of insurance prior to the Commencement Date, and upon CWA's request, at any time during the Term of this Agreement.

6. **Operation of the Station.** Notwithstanding any other provision of this Agreement, CWA shall have full authority and power over the operation of the Station during the period of this Agreement.

6.1 **CWA Control of Station Operations.** CWA shall retain control (said control to be reasonably exercised) over the policies, programming and operations of the Station, including, without limitation: (i) the right to decide whether to accept or reject any programming or advertisements in accordance with this Agreement, (ii) the right to preempt any programs not in the public interest or in order to broadcast a program deemed by CWA to be of greater national, regional or local interest, and (iii) the right to take any other actions necessary for compliance with federal, state and local laws, the Act and the rules, regulations and policies of the FCC and other federal government entities, including the Federal Aviation Administration, the Federal Trade Commission and the U.S. Department of Justice.

6.2 **CWA Responsibility For FCC Compliance.** CWA 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's logs, for the preparation of issues/programs lists, and for retaining and supervising an engineer to ensure compliance with the Commission's rules and regulations governing the technical operation of the Station. CWA shall continue to maintain and staff a main studio or main studios for the Station, as that term is defined by the FCC, in compliance with the FCC's main studio requirements. Except as required to comply with FCC rules and policies, including those regarding the maintenance of the public inspection file (which shall at all times remain the responsibility of CWA), CWA shall not be required to receive or handle mail, cables, or telegraph messages in connection with programs broadcast on the Station, except that Broker shall provide CWA with a copy of any and all written comments and suggestions received from the public regarding the operation of the Station, including electronic mail messages, regardless whether addressed to CWA or Broker, and of any correspondence received from any governmental entity relating to the Station.

6.3 **CWA's Right to Reject Programming.** CWA shall retain the right to accept or reject any programming or advertising announcements or material which CWA in its good faith, reasonable judgment deems contrary to the Act. CWA reserves the right to refuse to broadcast any programming containing matter that CWA believes would be determined by the FCC or any court or other regulatory body with authority over CWA or the Station to be, violative of any right of any third party or slanderous, defamatory, indecent, profane or obscene. CWA may take any other actions necessary to ensure that the Station's operations comply with the laws of the United States, the State of Maryland, and the Act (including the prohibition on unauthorized transfers of control). If, in the reasonable good faith judgment of CWA, any portion of the programming presented by Broker does not meet the requirements of this Agreement, CWA may suspend, cancel or refuse to broadcast any such portion of the programming.

6.4 **CWA's Right to Preempt Programming for Public Interest.** CWA shall have the right, in its reasonable, good faith judgment, to preempt any of the broadcasts of the

programming in order to broadcast a program deemed by CWA to be of greater national, regional, or local interest, and to use part or all of the hours of operation of the Station for the broadcast of events of special importance. In all such cases, CWA will use its best efforts to give Broker reasonable advance notice of its intention to preempt any regularly scheduled programming, and, in such event, Broker shall receive a payment credit equal to the prorated amount of the LMA Fee for the month in which the preemption occurs.

7. **Expenses and Revenues.**

7.1 **Broker's Liabilities.** Broker shall employ and be responsible for the salaries, taxes, insurance and related costs for all of Broker's personnel used in fulfillment of its rights and obligations under this Agreement. Broker shall pay for all costs directly related to the production of the programming and listener responses that are delivered by Broker, including fees to ASCAP, BMI, SESAC, any other copyright fees, and all other costs or expenses directly attributable to the programming that is delivered by Broker. Broker shall be responsible for any federal, state and local taxes levied upon Broker's revenue and payroll.

7.2 **Programming Revenues.** Broker shall be entitled to retain all, and shall not be required to share with CWA any of, the revenue derived from Broker's brokering of the Station's broadcast time during the Term. Broker shall be responsible for payment of the commissions due to any sales representative engaged by Broker for the purpose of selling advertising which is carried during the programming.

8. **Indemnification.**

8.1 **Broker Indemnification.** Broker shall indemnify and hold CWA and its officers, directors, shareholders, members, partners, agents, and employees harmless against any and all claims, damages, liabilities, costs, and expenses (including by way of example and without limitation, reasonable attorneys' fees) (individually or collectively "*Damages*") arising out of: (a) libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights or proprietary rights and any other violations of the rights of any third party, resulting from the broadcast of the Broker's programs or advertising; or (b) any action taken by Broker or its employees or agents with respect to the Station, or any failure by Broker or its employees or agents to take any action with respect to the Station, including but not limited to Broker's payment and performance of obligations and liabilities, unless resulting from a failure by CWA to perform hereunder; or (c) Broker's breach of any of its representations, warranties or covenants set forth in this Agreement; or (d) any FCC violations resulting from the failure of Broker to carry out its obligations hereunder. Broker's obligation to hold CWA harmless under this Section shall survive a termination of this Agreement until the expiration of all applicable statutes of limitations.

8.2 **CWA Indemnification.** CWA shall indemnify and hold Broker and its officers, directors, shareholders, members, partners, agents and employees harmless against any and all Damages arising out of: (a) libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights or proprietary rights and any other violations of the rights of any third party, resulting

from CWA's broadcast of programs other than the Broker's programs or advertising; or (b) any action taken by CWA or its employees or agents with respect to the Station, or any failure by CWA or its employees or agents to take any action with respect to the Station, including but not limited to CWA's payment and performance obligations and liabilities, unless resulting from a failure by Broker to perform hereunder; (c) CWA's breach of any of its representations, warranties or covenants set forth in this Agreement; (d) any claim arising from or related to the Local Marketing Agreement, dated April 26, 2002, between CWA and KINGCAV, as extended pursuant to a letter agreement dated September 13, 2007 between CWA and KINGCAV and as may have been amended or modified (the "*KINGCAV LMA*"); or (e) any FCC violations resulting from the failure of CWA to carry out its obligations hereunder. CWA's obligation to hold Broker harmless under this Agreement shall survive any termination of this Agreement until the expiration of all applicable statutes of limitations.

9. **Default.**

9.1 **Events of Default.** The following shall, after the expiration of the applicable cure periods, constitute Events of Default:

- (a) Broker's failure to timely pay the LMA Fee (as defined in Attachment I);
- (b) the default by either party hereto in the material observance or performance of any material covenant, condition or agreement contained herein or in the Purchase Agreement;
- (c) if either party (i) shall make general assignment for the benefit of creditors, or (ii) files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or creditor representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within sixty (60) days; and
- (d) if any material representation or warranty herein or in the Purchase Agreement made by either party hereto, or in any certificate or document furnished by either party to the other pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished.

9.2 **Cure Periods.** An Event of Default shall not be deemed to have occurred until twenty (20) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default and specifying the action necessary to cure the default within such period, provided, however, that with respect to monetary defaults under Section 9.1(a), the cure period shall be ten (10) days. Except for monetary defaults for which no extension of the cure period is permitted, the cure period for non-monetary defaults shall be extended for a reasonable period of time, if the defaulting party is acting in good faith to cure the default and such default is not materially adverse to the other party.



## 10. **Termination**

10.1 **Date of Termination.** This Agreement shall terminate upon consummation of the sale of the Station to Broker pursuant to the Purchase Agreement or otherwise pursuant to the terms of this Agreement.

10.2 **Termination Upon Mutual Consent.** This Agreement may be terminated by mutual written consent of CWA and Broker.

10.3 **Termination Upon CWA Notice.** This Agreement may be terminated by CWA upon written notice to Broker if CWA determines that continuation of this Agreement would be inconsistent with the public interest, would violate the FCC's rules, regulations and policies, or would be otherwise inconsistent with its obligations as the holder of the Station's authorizations.

### 10.4 **Termination Upon Default; Upset Date.**

(a) Upon the occurrence of an Event of Default which shall remain uncured beyond the period specified in Section 9.2, the non-defaulting party may terminate this Agreement provided that it is not also in material default hereunder. Notwithstanding the foregoing, nor any provision of this Agreement, any termination of this Agreement: (i) shall not constitute an election of remedies with regard to such default or such termination; and (ii) shall not affect, or limit, the ability of the non-defaulting party to avail itself of any and all remedies which otherwise would have been available to it, at law or in equity.

(b) This Agreement may be terminated by either Party upon written notice to the non-terminating party, if the Closing (as defined in the Purchase Agreement) shall not have occurred on or before the fifteen month anniversary of the date of this Agreement (the "Upset Date") and a party has terminated the Purchase Agreement, in which case, the termination date of this Agreement shall be the date upon which is the Purchase Agreement is terminated.

10.5 **Termination Upon Certain Failures to Effect Closing Under the Purchase Agreement.** This Agreement may be terminated immediately after termination of the Purchase Agreement and any time thereafter: (a) in either CWA's or Broker's discretion, as provided in written notice to the other party, in the event that the application for assignment of license for the Station is denied by the FCC by a final order that is no longer subject to stay, reconsideration, review or appeal, including such actions by the Commission on its own motion; (b) in CWA's discretion, as provided in written notice to Broker by CWA, in the event that the Purchase Agreement shall have terminated by reason of the default by Broker (as Buyer thereunder) and CWA shall not be in material default (as the Seller thereunder); or (c) in Broker's discretion, as provided in written notice to CWA by Broker, in the event that the Purchase Agreement shall have terminated by reason of the default by CWA (as the Seller thereunder) and Broker shall not be in material default (as Buyer thereunder). Notwithstanding the foregoing, however, any exercise by Broker (as Buyer thereunder) of its right, if any, to seek specific performance to purchase the Station shall not constitute a termination of this Agreement.

10.6 **Termination Upon Order of Governmental Authority.** If this Agreement is challenged at the FCC, counsel for CWA and counsel for Broker shall jointly defend the Agreement and the parties' performance thereunder throughout all FCC proceedings. If portions

of this Agreement do not receive the approval of the FCC staff, then the parties shall reform the Agreement as necessary to satisfy the FCC staff's concerns. If the parties are unable to reform the Agreement as necessary to satisfy such concerns, this Agreement shall terminate. In the event that the FCC or another government authority designates a hearing with respect to the continuation, renewal or revocation of any authorization held by CWA for the operation of the Station or initiates any revocation or other proceeding with respect to the authorizations issued to CWA for the operation of the Station, and CWA elects to contest the action, then CWA shall be responsible for its expenses incurred as a consequence of the FCC proceeding; *provided, however,* that Broker shall at its own expense cooperate and comply with any reasonable request of CWA to assemble and provide to the FCC information relating to Broker's performance under this Agreement; *provided further* that this provision shall not in any respect limit either party's liability to the other pursuant to this Agreement, to the extent that any such revocation or other proceeding results from actions or inactions by that party contrary to law or to this Agreement.

**10.7 Cooperation upon Termination.** In the event this Agreement is terminated, the parties shall observe the following procedures and covenants:

(a) Broker shall return to CWA any equipment or property owned by CWA and used by Broker, its employees or agents. Any equipment purchased by Broker shall remain the property of Broker;

(b) Broker and CWA shall mutually cooperate in the preparation, execution, delivery, and, if necessary, filing of all documents necessary to return the programming operations of the Station to CWA;

(c) Between the date of any notification of termination and the termination date, CWA and Broker hereby mutually covenant and warrant that they shall (i) operate the Station in good faith and in the ordinary course of business; (ii) not dispose of the Station's assets unless replaced by assets of comparable value in the ordinary course of business; and (iii) maintain insurance as otherwise provided by this Agreement;

(d) On the termination date, the expenses related to the Station shall be prorated in accordance with generally accepted accounting principles and shall include, but not be limited to, the following: (i) the LMA Fee set forth in Attachment I hereto; (ii) all wages and salaries of Broker's employees shall be paid and discharged by Broker to and including 11:59 p.m. prior to the termination date, and (iii) CWA shall be allowed credit as to any prepayment received by Broker for services to be rendered by CWA after the termination date. Broker shall be allowed credit for services rendered by it for which payment will be received by CWA after the termination date. CWA's accountants and the Broker's accountants shall attempt in good faith to resolve any disputes to such adjustments. In the event such accountants are unable to resolve any such disputes within thirty (30) days after the realization by the parties of the existence of a dispute, then such dispute shall be resolved by a third party accounting firm to be selected, within ten (10) days of the realization of the dispute, by the respective accountants for Broker and CWA (the fees of such third party accounting firm shall be paid equally by the disputing parties), and any such determination of the third party accounting firm shall be binding and conclusive on the disputing parties; and

(e) On the termination date, Broker shall deliver to CWA a listing of all prepaid music arrangements, barter agreements or cash agreements made by Broker with respect to the Station and in effect as of the termination date. CWA agrees to meet Broker's obligation to provide time on the Station under each such agreement listed, and to the extent CWA provides time pursuant to any advertising sales agreements or barter arrangements, Broker will pay CWA for the time aired.

11. **Representations, Warranties and Covenants.**

11.1 **Mutual Representations and Warranties.** Both CWA and Broker represent that they are legally qualified, empowered and able to enter into this Agreement, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which either party is subject or by which it is bound. Without limiting the foregoing:

(a) Broker certifies that this Agreement complies with the Commission's multiple ownership rules, 47 CFR § 73.3555; and

(b) CWA certifies that it maintains ultimate control of the Station, including control over the Station's finances, personnel and programming.

11.2 **KINGCAV.** CWA represents that it delivered to Broker a copy of the settlement agreement between CWA and KINGCAV, duly executed by CWA and KINGCAV and such other instruments evidencing KINGCAV's agreement to terminate the KINGCAV LMA and waive KINGCAV's right of first refusal pursuant to the terms of the KINGCAV LMA.

12. **Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date with receipt confirmed or the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Broker:

First Media Radio, LLC  
306 Port Street  
Easton, MD 21601  
Attention: Alex Kolobielski  
Telephone: (410) 822-3301

With a copy to:

Dow Lohnes PLLC  
1200 New Hampshire Avenue, NW  
Suite 800  
Washington, DC 20036  
Attention: Patricia A. Francis

M. Anne Swanson  
Telephone: (202) 776-2000

If to CWA:

CWA Broadcasting, Inc.  
6761 Villa Juarez Circle  
Sacramento, CA 95828  
Attention: Charles W. Adams, III  
Telephone: (916) 383-8073

With a copy to:

Thompson Hine LLP  
1920 N Street, NW  
Suite 800  
Washington, DC 20036  
Attention: Barry A. Friedman  
Telephone: (202) 331-8800

13. **Miscellaneous.**

13.1 **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Maryland (without regard to any choice of law or conflict of law provisions (whether of the State of Maryland or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Maryland).

13.2 **Benefit and Binding Effect.** Neither party hereto may assign this Agreement without the prior written consent of the other party hereto except that Broker shall have the right to assign its rights and obligations hereunder to another entity wholly owned and controlled by Broker. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.3 **Further Assurances.** The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

13.4 **Attorneys' Fees.** In the event of a default by any party which results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

13.5 **Gender and Number.** Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

13.6 **No Strict Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any person or entity by virtue of the authorship of any of the provisions of this Agreement.

**13.7 Entire Agreement.** This Agreement and the attachments hereto and the Purchase Agreement, collectively represent the entire understanding and agreement among Broker and CWA with respect to the subject matter hereof. Other than the Purchase Agreement, this Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

**13.8 Waiver of Compliance; Consents.** Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 13.8.

**13.9 Counterparts.** This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

**13.10 Press Releases.** None of the parties hereto shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other parties hereto, except for public notice or announcement required by the rules, regulations and written policies of the FCC; provided, however, that nothing contained herein shall prevent any party from promptly making all filings with governmental authorities as may, in its judgment, be required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, in which case, to the extent reasonably possible, the other parties shall be first notified in writing or, at a minimum, notified in writing simultaneously with the submission of the filing to the governmental authority.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the date first written above.

**CWA:**  
CWA BROADCASTING, INC.

By: 

Charles W. Adams, III  
President

**BROKER:**  
FIRST MEDIA RADIO, LLC

By: \_\_\_\_\_


Alex Kolobielski  
President and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the date first written above.

**CWA:**  
CWA BROADCASTING, INC.

By: \_\_\_\_\_  
Charles W. Adams, III  
President

**BROKER:**  
FIRST MEDIA RADIO, LLC

By:  \_\_\_\_\_  
Alex Kolobielski  
President and Chief Executive Officer

## Attachment II

### **Broadcast Station Programming Policy Statement**

Broker agrees to cooperate with CWA in the broadcasting of programs of the highest possible standard of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programs:

**I. Religious Programming.** The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times. Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual organization.

**II. Controversial Issues.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, CWA may require that responsive programming be aired.

**III. No Plugola or Payola.** The mention of any business activity or “plug” for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

**IV. Credit Terms Advertising.** Pursuant to rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws.

**V. No Illegal Announcements.** No announcement or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance, and such explanation be presented to CWA, which reserves the right, in its sole discretion to reject any game, contest or promotion. If CWA fails to reject such game, contest or promotion within 5 business days of the presentation by Broker, CWA is deemed to have approved the game, contest or promotion.

**VI. CWA Discretion Paramount.** In accordance with CWA’s responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, CWA reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with Station policy or which in the judgment of CWA or its General Manager would not serve the public interest.

**VII. Programming in Which Broker Has a Financial Interest.** Broker shall advise General Manager of the Station with respect to any programming (including commercial(s)) concerning goods or services in which Broker has a material financial interest. Any announcements for such goods and services shall clearly identify Broker’s financial interest.



**VIII. Programming Prohibitions.** Broker shall not knowingly and intentionally broadcast any of the following programs or announcements:

- A. False Claims. False or unwarranted claims for any product or service.
- B. Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation or either program idea or copy, or any other unfair competition.
- C. Commercial Disparagement. Any disparagement of competitors or competitive goods.
- D. Slander, Obscene or Prohibited Indecent Programming. Any programs or announcements that are slanderous, obscene or legally indecent.
- E. Conflict Advertising. Any advertising matter or announcement which may, in the reasonable opinion of CWA, be injurious or prejudicial to the interests of the public, the Station, or honest advertising and reputable business in general.
- F. Fraudulent or Misleading Advertisement. Any advertising matter, announcement, or claim which Broker knows to be fraudulent, misleading, or untrue.

CWA may waive any of the foregoing regulations in specific instances if, in its reasonable opinion, good broadcasting in the public interest will be served thereby.

**Attachment III**

**Payola Affidavit**

[See attachment]

### STATEMENT WITH RESPECT TO PAYOLA/PLUGOLA

During the term of my employment, neither I nor my spouse, child or other member of my household has accepted, solicited or agreed to accept any money, service, gift, or favor or other thing of value whatsoever to influence any decision by me as to matters to be broadcast. Neither I nor any member of my immediate family (spouse, child, or other member of the household) has received any social courtesy or gift in a single year having a value exceeding \$75.00 from any person, firm or institution involved in any of the activities listed below:

record manufacturing or distributing;

music publishing;

the creation, production, performance, distribution, manufacturing or exploitation of music, films, tapes, recordings, electrical transcriptions, or any live or recorded programming;

the ownership or exploitation of any musical, dramatic, literary or related copyright or performance right;

radio or television broadcasting;

advertising and advertising services;

the ownership or maintenance of internet sites or World Wide Web pages other than personal pages;

concerts and nightclubs;

performers, performing groups, professional sports teams, or any other potential supplier of radio or television program material;

public relations firms, consulting firms, or other firms or individuals that deal in, represent or promote any of the above.

Furthermore, I have not participated in considering, selecting or preparing for broadcast any program material which had as its subject, or which could in any way materially affect, any business concern (including any person, firm or institution involved in any of the activities listed above) in which I, or any member of my immediate family held a business or financial interest (including any position as officer, director or employee), except those reported to my manager and also listed below.

Name of Company or  
other entity in  
which interest is  
held

Nature of ownership  
interest (number of  
shares, partnership  
percentage, debt or  
other obligations)

Position held  
(officer,  
director,  
partner, etc.)

I have read and understand the provisions of Sections 317 and 507 of the Communications Act of 1934, as amended, copies of which are attached to this statement, and the memorandum on Payola and Conflicts of Interest circulated by the Company and agree to abide by them.

Name \_\_\_\_\_ Position \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Attachment IV**

**Insurance**