

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT, ("Agreement") is entered into effective as of \_\_\_\_\_, 2004 between Paul C. Stone [or his permitted assignee pursuant to § 15.4 of the attached Asset Purchase Agreement] ("Principal") and Sandra J. Gwyn ("Consultant").

### RECITALS

WHEREAS, Consultant is an owner of Briarpatch Radio, Inc. ("Briarpatch") that operates WDDK-FM, Greensboro, Georgia (the "Station");

WHEREAS, Briarpatch has sold the Station to Principal pursuant to that certain Asset Purchase Agreement ("APA"), dated ~~July 22~~ <sup>NOV</sup> 2004;

WHEREAS, Consultant has considerable experience and expertise in the management, operation, and evaluation of Georgia radio broadcast stations;

WHEREAS, pursuant to the APA Principal desires to retain Consultant as an independent contractor to provide periodic, part time consulting services, and Consultant desires to be retained by Principal as an independent contractor providing periodic, part time consulting services;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, and intending to be legally bound, the undersigned agree as follows:

1. *Duties of Consultant.*
  - 1.1 Principal hires Consultant to provide periodic, part time consulting services for Principal and the companies owned by or affiliated with Principal. The duties of Consultant shall include, without limitation, identifying and evaluating radio broadcast stations in Georgia that would be suitable for Principal to purchase, assisting Principal in entering into asset purchase agreements for Georgia radio broadcast stations, and assisting Principal in improving the operation and value of radio broadcast stations owned by or affiliated with Principal.
  - 1.2 Consultant shall be obligated to devote periodically only a portion of his business time to Principal. Consultant may enter into other employment that does not interfere with Consultant's obligations to Principal.
  - 1.3 Principal agrees to provide Consultant with as much advance notice as possible of work Principal desires to assign Consultant so Consultant will have a reasonable opportunity to schedule assignments so as not to unreasonably interfere with Consultant's other business responsibilities or

### Schedule 2.3

opportunities.

2. *Compensation.* For the services to be rendered hereunder, Principal agrees to pay Consultant consulting fees as follows:

2.1 \$6,250 during the calendar year, ~~2004~~,  
2005 AS AAL

2.2 \$30,000 during the month of January, ~~2005~~,  
2006 AS AAL

2.3 \$25,000 during the month of January, ~~2006~~, and  
2007 AS AAL

2.4 \$20,000 during the month of January, ~~2007~~,  
2008 AS AAL

3. *Term.* The term of this Agreement shall be for three (3) years from the Closing Date (as defined in the APA) until the third anniversary of the Closing Date.

4. *Miscellaneous.*

4.1 Principal may assign this Agreement to a corporation in which Paul C. Stone owns a majority interest. Consultant may assign this Agreement to a corporation in which Consultant owns a majority interest.

4.2 The relationship between Principal and Consultant shall be that of independent contractors. Principal shall not be obligated to withhold any payroll taxes from the consulting fees provided for in § 2, above. Consultant acknowledges that Consultant shall be obligated to pay all taxes including, but not limited to, state and federal income taxes, social security and federal unemployment insurance.

4.3 This Agreement sets forth the entire agreement of the parties, and supersedes all prior written or oral agreements. This Agreement cannot be amended, changed or modified in any respect unless in writing signed by the party against whom enforcement is charged.

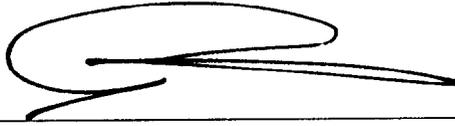
4.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective permitted successors and assigns.

4.5 This Agreement shall be interpreted, construed, and enforced under and according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective on the date first above written.

**Schedule 2.3**

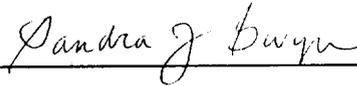
PRINCIPAL:



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Paul C. Stone

CONSULTANT: SANDRA J. GWYN



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## CONSULTING AGREEMENT

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### RECITALS

WHEREAS, Consultant is an owner of Briarpatch Radio, Inc. ("Briarpatch") that operates WDDK-FM, Greensboro, Georgia (the "Station");

WHEREAS, Briarpatch has sold the Station to the Principal pursuant to that certain Asset Purchase Agreement ("APA"), dated ~~September 22~~ **NOV.**, 2004;

WHEREAS, Consultant has considerable experience and expertise in the management, operation, and evaluation of Georgia broadcast stations;

WHEREAS, pursuant to the APA Principal desires to retain Consultant as an independent contractor to provide periodic, part time consulting services, and Consultant desires to be retained by Principal as an independent contractor providing periodic, part time consulting services;

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- 1.2 Consultant shall be obligated to devote periodically only a portion of his business time to Principal. Consultant may enter into other employment that does not interfere with Consultant's obligations to Principal.
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- 2.1 \$6,250 during the calendar year, <sup>2005</sup> ~~2004~~; *PS* *(AAL)*
- 2.2 \$30,000 during the month of January, <sup>2006</sup> ~~2005~~; *PS* *(AAL)*
- 2.3 \$25,000 during the month of January, <sup>2007</sup> ~~2006~~; and *PS* *(AAL)*
- 2.4 \$20,000 during the month of January, <sup>2008</sup> ~~2007~~. *PS* *(AAL)*

3. *Term.* The term of this Agreement shall be for three (3) years from the Closing Date (as defined in the APA) until the third anniversary of the Closing Date.

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- 4.5 This Agreement shall be interpreted, construed, and enforced under and according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective on the date first above written.

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PRINCIPAL:



Paul C. Stone

CONSULTANT:



Robert F. Christian, II  
121 Wickerhill  
Peachtree City, Georgia 30269

**CONSULTING AGREEMENT**

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**RECITALS**

WHEREAS, Consultant is an owner of Briarpatch Radio, Inc. ("Briarpatch") that operates WDDK-FM, Greensboro, Georgia (the "Station");

WHEREAS, Briarpatch has sold the Station to the Principal pursuant to that certain Asset Purchase Agreement ("APA"), dated ~~September 22~~ <sup>Nov</sup>, 2004;

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- 2.3 \$25,000 during the month of January, ~~2006~~, <sup>2007</sup> *AS* *AAL*; and
- 2.4 \$20,000 during the month of January, ~~2007~~, <sup>2008</sup> *AS* *AAL*.

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PRINCIPAL:



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Paul C. Stone

CONSULTANT:



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L. H. Christian, Sr.  
225 West View Drive  
Athens, Georgia 30606

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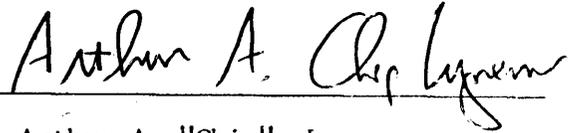
PRINCIPAL:



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Paul C. Stone

CONSULTANT:



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Arthur A. "Chip" Lyness  
1630 Calls Creek Circle  
Watkinsville, GA 30677

Schedule 2.3