

## REPLACEMENT CONTINGENT APPLICATION AGREEMENT

THIS REPLACEMENT CONTINGENT APPLICATION AGREEMENT (this "Agreement") is made and entered into as of May 14, 2009 ("Effective Date"), by and between First Broadcasting Capital Partners, LLC, a Delaware limited liability company ("First Broadcasting"); and Saga Broadcasting, LLC, a Delaware limited liability company ("Saga").

### RECITALS

A. On April 26, 2004, First Broadcasting Investment Partners, LLC ("FBIP"), Saga and Mid-Columbia Broadcasting, Inc. ("Mid-Columbia"), withdrew their amended proposal in MB Docket No. 02-136 before the Federal Communications Commission ("FCC") requesting a Channel 283C2 allotment at Kent, Washington, and sought reinstatement of First Broadcasting's original proposal in that proceeding requesting a Channel 283C3 allotment at Covington, Washington (the "Covington Proposal"). By Report and Order, *Arlington, Oregon, et al.*, DA 04-2054, released July 20, 2004, the FCC Media Bureau granted the Covington Proposal, and on September 20, 2005, the FCC Media Bureau granted Mid-Columbia's application (File No. BPH-20040809ABL) for a construction permit to relocate Station KMCQ ("KMCQ") to Covington. The Covington Proposal has now become a Final Order (the "Rule Making Order").

B. KMCQ is currently licensed to First Broadcasting. In order for KMCQ to provide greater service to the public and to offer improved signal quality to its listeners, First Broadcasting wishes to operate KMCQ on Channel 283C2. Without the cooperation of Saga, KMCQ could not upgrade its facilities to Class C2, and KMCQ would remain a Class C3 station.

C. First Broadcasting and Saga entered into that certain Contingent Application Agreement dated as of May 16, 2007 ("First Contingent Application Agreement"), which was replaced by a Contingent Application Agreement dated as of December 13, 2007 ("Second Contingent Application Agreement") to facilitate the upgrade of KMCQ. First Broadcasting and Saga desire to terminate the Second Contingent Application Agreement and replace it in its entirety with this Agreement.

D. Pursuant to the First Contingent Application Agreement, on July 3, 2007, (i) Saga filed an FCC Form 301 application seeking FCC consent to a change of channel for Station KAFE ("KAFE") from Channel 282C to 281C, with a directional antenna (File No. BPH-20070703AAY (the "KAFE Application") and (ii) First Broadcasting filed a FCC Form 301 application seeking FCC consent for upgraded facilities on Channel 283C2 for Station KMCQ (FCC File No. BMPH-200703AAT) (including any past and future amendments thereto, the "KMCQ Application" and, together with the KAFE Application, the "Contingent Applications"). Pursuant to the Second Contingent Application Agreement, the parties amended the Contingent Applications. Each of the Contingent Applications is mutually contingent upon grant by the FCC of the other of the Contingent Applications. The Contingent Applications remain pending before the FCC.

E. Grant of the Contingent Applications would be in the public interest for a great many reasons, including the provision of service to an increased population.

F. On June 1, 2007, the Government of Canada, acting through Industry Canada, proposed to the FCC to amend Table A of the 1997 Canadian – USA FM Broadcasting

Agreement ("Canadian Coordination Agreement") to add Channel 281C for Vancouver, British Columbia ("Canadian Proposal"). On June 28, 2007, the Government of the United States, acting through the FCC, notified Industry Canada that it did not object to the Canadian Proposal. The Canadian Proposal has been implemented and Station CHHR-FM ("CHHR-FM") has been authorized by the Canadian Radio-television and Telecommunications Commission ("CRTC") in Broadcasting Decision CRTC 2008-117, dated May 30, 2008 to operate on Channel 281C using a directional antenna with maximum effective radiated power ("ERP") of 8.0 kW, circularly polarized, and antenna radiation center effective HAAT of 600 meters located at geographic coordinates 49 21 16 North Latitude, 122 57 30 West Longitude (NAD 83). CHRR-FM is licensed to Shore Media Group, Inc. ("Shore-FM") which has executed with First Broadcasting, a Channel Change Agreement dated October 21, 2008 (copy attached as **Exhibit A**) ("Channel Change Agreement"), whereby Shore-FM has committed to apply to the CRTC to change its operating channel from Channel 281C to 282C and increase ERP to 10.0 kW maximum. ("CHRR-FM Proposed Facilities"). In order to accomplish this change, Station KAFE must simultaneously change its operating channel to 281C pursuant to the amended KAFE Application when CHHR-FM changes its channel to 282C.

G. The KAFE Application proposes a channel change that conflicts with the Canadian Proposal. Therefore, the KAFE Application cannot be granted by the FCC unless Channel 281C is deleted at Vancouver, British Columbia from the Canadian Coordination Agreement at the request of the FCC and with the consent of Industry Canada ("International Coordination").

H. Saga and Shore-FM have entered into an International Station Coordination Agreement dated as of \_\_\_\_\_, 2009 (the "Shore Coordination Agreement") to provide for the orderly transition of KAFE(FM) from Channel 282C to Channel 281C and of CHHR-FM from Channel 281C to Channel 282C.

I. In furtherance of the International Coordination, Shore-FM submitted an application to CRTC on December 30, 2008 proposing to switch the channel for CHHR-FM from Channel 281C to Channel 282C and to increase CHHR-FM's ERP to 10.0kW maximum ("CHHR-FM Application"). By Broadcasting Decision CRTC 2009-168, dated March 31, 2009 ("Decision 2009-168"), the CRTC granted the CHHR-FM application, noting that implementation of the new technical parameters approved in Decision 2009-168 is subject to notification by Industry Canada that its technical requirements have been met and that a broadcasting certificate will be issued to Shore-FM.

J. In order to fulfill the purposes of the foregoing Recitals, above, the parties desire to replace the First Contingent Application Agreement and the Second Contingent Application Agreement with this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the parties hereto intending to be legally bound hereby agree as follows:

## STATEMENT OF AGREEMENT

1. Mutual Obligations; Contingent Applications. Within 10 days following the date of this Agreement, Saga and First Broadcasting shall further amend the KAFE Application and the KMCQ Application, respectively, as set forth herein. Saga shall amend the KAFE Application to specify a directional antenna that will suppress the KAFE pattern toward the CHHR-FM Proposed Facilities as depicted on Figures 1 and 2 attached as Exhibit B and incorporated herein by reference and shall replace the copy of the Second Contingent Application Agreement that is currently associated with the KAFE Application with a copy of this Agreement. When amending the KAFE Application, Saga shall not modify the application's current request to use Channel 281C in lieu of Channel 282C. First Broadcasting shall note in its amendment of the KMCQ Application that the KAFE Application has been amended and shall replace the copy of the Second Contingent Application Agreement that is currently associated with the KMCQ Application with a copy of this Agreement. First Broadcasting shall make not other material changes to the KMCQ Application. Saga shall not be required to make any changes to the facilities of KAFE other than as explicitly set forth in the KAFE Application, as amended, and First Broadcasting shall not be required to make any payment other than as explicitly set forth herein. The amended KMCQ Application shall specify no greater than Class C2 facilities as defined by the FCC's rules on FM Channel 283C2 at Covington, Washington, with the KMCQ antenna located at North Latitude 47 degrees, 32 minutes 36.9 seconds; West Longitude 122 degrees, 6 minutes, 35.2 seconds at a transmitter site on Cougar Mountain. First Broadcasting shall submit a draft of the amendment to the KMCQ Application contemplated in this Section 1 to Saga at least 5 days prior to the date on which such amendment is required to be filed as provided above. Saga shall promptly provide First Broadcasting with notice of any objections to the KMCQ Application or Saga's approval of the KMCQ Application.

2. Mutual Representations and Warranties. Each of the parties to this Agreement makes the following representations and warranties with respect to such party:

(a) Such party represents and warrants that it has the requisite authority to enter into, execute, deliver and perform its respective obligations under this Agreement. The execution and delivery of this Agreement by such party will result in legally binding obligations of such party, each enforceable against it, in accordance with the respective terms and provisions hereof.

(b) There is no suit, claim, charge, complaint, litigation, action, proceeding or investigation by any governmental authority pending against such party which would adversely affect the transactions contemplated under this Agreement or, in the case of First Broadcasting only, the Channel Change Agreement, including without limitation, such party's performance of obligations under this Agreement or in the case of First Broadcasting only, the Channel Change Agreement.

3. First Broadcasting Obligations to Saga. First Broadcasting shall use commercially reasonable efforts (which in no event shall require First Broadcasting to do anything other than use commercially reasonable efforts to enforce the terms of the Channel Change Agreement) to (i) effectuate the International Coordination; (ii) cause Industry Canada to issue a broadcasting certificate to Shore-FM in order that Shore-FM might implement the new technical parameters approved by the CRTC in Decision 2009-168; and (iii) cause the deployment of the CHHR-FM Proposed Facilities. First Broadcasting shall furnish Saga with

copies of all documents filed with the FCC, Industry Canada, or the CRTC related to the International Coordination efforts. First Broadcasting shall provide, within one business day of receiving notice thereof, written evidence, in form and substance satisfactory to Saga, that International Coordination has taken place; specifically, that (A) Industry Canada and the FCC have amended Table A to the Canadian Cooperation Agreement consistent with the International Coordination; (B) Industry Canada has issued a broadcasting certificate to Shore-FM such that Shore-FM might implement the new technical parameters approved by the CRTC in Decision 2009-168 and deploy the CHHR-FM Proposed Facilities; (C) CHHR-FM is prohibited by Canadian law from returning to operation on Channel 281C; and (D) Channel 281C has been deleted from the Canadian Coordination Agreement.

4. Representations, Warranties and Covenants Regarding the Channel Change Agreement.

(a) First Broadcasting represents and warrants to Saga:

(i) The Channel Change Agreement is in full force and effect and is a valid and binding obligation enforceable in accordance with its terms, and neither First Broadcasting nor, to First Broadcasting's knowledge, Shore-FM is in default in any respect in the performance of their respective obligations thereunder.

(ii) The Channel Change Agreement as not been terminated, amended, modified or waived as of the date of this Agreement.

(iii) First Broadcasting has not assigned or otherwise transferred the Channel Change Agreement or any of its rights thereunder, nor has it consented to any such assignment or transfer by Shore-FM.

(b) First Broadcasting covenants and agrees that:

(i) It will not terminate the Channel Change Agreement or waive, amend, modify, supplement or otherwise change any provision of the Channel Change Agreement, without prior written consent of Saga.

(ii) It will promptly notify Saga of any failure or alleged failure by Shore-FM to perform or observe in any material respect any of its obligations in the Channel Change Agreement, or any dispute with Shore-FM arising from the Channel Change Agreement, and will promptly deliver to Saga copies of all correspondence and other documents sent or received by it in connection with any of the foregoing.

(iii) It will not, without the prior written consent of the Saga, assign or otherwise transfer any of its right, title and interest in, to and under the Channel Change Agreement to any other person or entity.

(iv) It will comply in all material respects with all provisions of the Channel Change Agreement and use commercially reasonable efforts to cause Shore-FM to comply with the Channel Change Agreement such that an orderly coordinated frequency change will take place on a date and a time mutually agreeable to Shore-FM and Saga.

5. Saga Obligations. Subject to the condition that First Broadcasting is not in material breach of this Agreement, Saga shall:

(a) cooperate with First Broadcasting in connection with the Contingent Applications and take no action to interfere with, delay, or prevent the final grant of such applications (the "Contingent Application Grants");

(b) provide any additional information regarding such applications as may be reasonably requested by the FCC;

(c) once the Contingent Application Grants become Final Orders and provided that the KAFE Contingent Application Grant is consistent in all material respects with the KAFE Application, diligently undertake construction and initiation of operations as authorized for KAFE under the Contingent Application Grants, and shall use its commercially reasonable efforts to complete such construction and initiation of operations as promptly as possible but in no event later than six (6) months from the date the Contingent Application Grants become Final Orders; and

(d) file with the FCC a license to cover application (the "KAFE License Application") within 10 days of the completion of such construction and request program test authority in the KAFE License Application.

(e) with respect to the Shore Coordination Agreement:

(i) not terminate the agreement or waive, amend, modify, supplement or otherwise change any provision of the agreement, without prior written consent of First Broadcasting.

(ii) promptly notify First Broadcasting of any failure or alleged failure by Shore-FM to perform or observe in any material respect any of its obligations in the agreement, or any dispute with Shore-FM arising from the agreement, and will promptly deliver to First Broadcasting copies of all correspondence and other documents sent or received by it in connection with any of the foregoing.

(iii) not, without the prior written consent of the First Broadcasting, assign or otherwise transfer any of its right, title and interest in, to and under the Shore Coordination Agreement to any other person or entity unless Saga also assigns to the same party this Agreement pursuant to Section 10 hereto.

(iv) comply in all material respects with all provisions of the Shore Coordination Agreement and use commercially reasonable efforts to cause Shore-FM to comply with the agreement such that an orderly coordinated frequency change will take place on a date and a time mutually agreeable to Shore-FM and Saga.

For the purposes of this Agreement, a *Final Order* shall mean an action of the FCC that is no longer subject to reconsideration, review, or appeal under applicable law before the FCC (including on the FCC's own motion) or before any court and as to which no condition is specified which could adversely affect the grant of the KMCQ Application.

6. DA Payment; DA Expenses

(a) First Broadcasting shall pay to Saga, as consideration for the filing and implementation of the KAFE Application and KAFE License Application according to the terms set forth in this Agreement, the aggregate cash amount of [REDACTED] (the "DA Payment"). The DA Payment shall be made to Saga in accordance with Section 6(c) and 6(d) below.

(b) First Broadcasting shall reimburse Saga for up to [REDACTED] (the "DA Expense Escrow Amount") for its actual costs of purchasing and installing the antenna and related equipment for the deployment of the KAFE facilities authorized in the Contingent Application Grants and reasonable expenses related thereto (the "DA Expenses"). The DA Expenses include the costs of the implementation of the KAFE Application, including but not limited to engineering and legal fees and necessary equipment purchases. The DA Expenses will be paid out of the DA Expense Escrow Amount to Saga in accordance with Section 6(c) and (d) below.

(c) On the date that is five (5) business days following the date on which Industry Canada and the FCC, acting on behalf of their respective governments, agree through the exchange of correspondence to amend Table A of the Canadian Coordination Agreement to accomplish the International Coordination, First Broadcasting will deliver by wire transfer of immediately available funds the DA Payment and the DA Expense Escrow Amount (collectively, the "Total Escrow Amount") to Gary S. Smithwick, Esq., and Phil Marchesiello, Esq., as Joint Escrow Agents; said funds to be held in an Escrow Account pursuant to the Escrow Agreement attached hereto as Exhibit C, which will be executed by all parties named thereon on the date the Total Escrow Amount is deposited in escrow. Failure by First Broadcasting timely to deliver the Total Escrow Amount to the Joint Escrow Agents shall create in Saga the right to unilaterally dismiss the KAFE Application, which, First Broadcasting understands, will result in dismissal of the KMCQ Application. Saga understands that the pending resolution of certain environmental matters will require First Broadcasting to respond negatively to FCC Form 301, Section III-B, Question 17 (environmental). First Broadcasting will not amend its application to change the response to Question 17 from "no" to "yes" until First Broadcasting has delivered the Total Escrow Amount to the Joint Escrow Agents. **Should the FCC grant the Contingent Applications before the Total Escrow Amount has been delivered to the Joint Escrow Agents ("Premature Grant"), First Broadcasting hereby irrevocably appoints Saga its attorney-in-fact solely for the purpose of seeking reconsideration of the Premature Grants and to surrender to the FCC the construction permit for KMCQ and to surrender the construction permit for KAFE granted as a result of the Premature Grants.** First Broadcasting will take no action to oppose Saga's efforts to return the parties to the *status quo ante*. Moreover, First Broadcasting will reimburse Saga for Saga's costs incurred in enforcing this Section 6(c). Notwithstanding anything in this Section to the contrary, in the event of Premature Grants, First Broadcasting's delivery of the Total Escrow Amount to Joint Escrow Agents within 24 hours of public notice of the Premature Grants shall nullify Saga's right to surrender the construction permits for KMCQ and KAFE and seek reconsideration of the Premature Grants.

(d) The Joint Escrow Agents will deliver to Saga by wire transfer:

(i) the DA Payment no later than one (1) business day after the earlier of (A) the FCC's grant of program test authority ("PTA") for KAFE which will be requested in the KAFE License Application, or (B) the FCC's grant of the KAFE License Application. First Broadcasting shall accept as conclusive evidence of grant of PTA or the KAFE License Application a copy of the relevant webpage from the FCC's internet-based Consolidated Data Base System ("CDBS") reflecting grant of PTA or grant of the KAFE License Application; and

(ii) from time to time, the DA Expenses no later than thirty (30) days following Saga's delivery to First Broadcasting of third-party invoices evidencing such costs and expenses.

(e) At the time the Joint Escrow Agents release from escrow the DA Payment and/or DA Expenses to Saga in accordance with Section 6(d), they shall simultaneously return any interest held in escrow to First Broadcasting. Any portion of the DA Expense Escrow Amount not paid to Saga on or before 30 days after the release of the DA Payment to Saga pursuant to Section 6(d)(i), less the amount of any then unresolved pending claims by Saga, shall be released from the DA Expense Escrow Amount and paid to First Broadcasting. If the Contingent Applications are dismissed or denied and such dismissal or denial becomes a Final Order, then the Joint Escrow Agents shall immediately deliver all funds held in escrow to First Broadcasting and this Agreement shall terminate in accordance with Section 9.

7. No Objections. Each party agrees that it will interpose no objection to the filings (including, without limitation, the Contingent Applications and/or any applications for construction permits and licenses or other related applications or filings) of the other party to change channel, class, equipment, antenna location, and/or community of license consistent with the Covington Proposal and/or the Contingent Applications. Each party shall cooperate with the requests of the other party to coordinate the submission of applications or related filings related to the Contingent Applications with the FCC.

8. Indemnification.

(a) First Broadcasting shall indemnify, reimburse and hold harmless Saga from and against all claims, losses, damages, costs (including, without limitation, court costs and reasonable attorneys' fees), expenses and liabilities suffered, incurred, or sustained by Saga as a result of or on account of any misrepresentation, breach of warranty, or nonfulfillment of any agreement or covenant on the part of First Broadcasting under this Agreement or the Channel Change Agreement.

(b) Saga shall indemnify, reimburse and hold harmless First Broadcasting from and against all claims, losses, damages, costs (including, without limitation, court costs and reasonable attorneys' fees), expenses and liabilities suffered, incurred, or sustained by First Broadcasting as result of or on account of any misrepresentation, breach of warranty, or nonfulfillment of any agreement or covenant on the part of Saga under this Agreement.

9. Termination.

(a) This Agreement and the respective obligations of the parties hereunder, may be terminated by either party:

- (i) upon denial by Final Order of the KAFE License Application;
- (ii) if the KAFE Application is not approved by the FCC on or before the first anniversary of the Effective Date;
- (iv) if the Government of Canada fails to consent to amending Table A of the Canadian Coordination Agreement by deleting Channel 281C for Vancouver, British Canada on or before October 30, 2009;
- (v) if Industry Canada fails to issue a broadcasting certificate to Shore-FM by the first anniversary of the Effective Date; or
- (vi) upon material breach by the other party of any of its respective representations, warranties, covenants or other obligations under this Agreement, which breach remains uncured for 20 days following the provision of notice of such breach to the breaching party by the non-breaching party (to the extent such breach is not capable of being cured, this termination right shall vest upon notice of the breach being provided to the breaching party).

(b) This Agreement, and the respective obligations of the parties hereunder, may be terminated by Saga:

- (i) upon material breach by First Broadcasting or Shore-FM of any of their respective representations, warranties, covenants or other obligations under this Agreement, the Channel Change Agreement or the Shore Coordination Agreement, which breach remains uncured for 20 days following the provision of notice of such breach to the breaching party by either Saga or the non-breaching party (to the extent such breach is not capable of being cured, Saga's termination right shall vest upon notice of the breach being provided to the breaching party);
- (ii) upon termination of the Channel Change Agreement or termination of the Shore Coordination Agreement for reasons other than the breach of the Shore Coordination Agreement by Saga; or
- (iii) if Saga has not obtained a new lease agreement covering KAFE's existing transmitter site located at North Latitude 48 degrees, 40 minutes and 48 seconds, and West Longitude, 122 degrees, 50 minutes and 24 seconds within thirty (30) days of the date of this Agreement in form and substance satisfactory to Saga.

(c) If this Agreement is terminated as set forth in this Section 9(a)-(b), the Total Escrow Amount in escrow pursuant to Section 6(c), if any, shall be returned to First Broadcasting, along with any interest thereon (after deduction of Saga's reasonable costs and expenses (including without limitation, legal expenses, engineering costs and other incidental costs) associated with returning KAFE to operation on Channel 282C with a non-directional antenna ("Current Parameters"), if any, within 5 days of the later of (i) the restoration or continuation of licensed operation by KAFE with Current Parameters, which, in the case of



restoration, Saga shall accomplish promptly using commercially reasonable efforts, and (ii) any FCC orders, if any, necessary to authorize KAFE's return to Current Parameters having become a Final Order. First Broadcasting shall cooperate with Saga to file with the FCC any and all necessary applications to return KMCQ to Class C3 status.

(d) If this Agreement is terminated as set forth in Section 9(a)-(b), Saga may, at its sole option, enter into an agreement with any other third party to improve a broadcast station that would require Saga's cooperation in modifying the facilities of KAFE.

10. Assignment. Neither party shall have the right to assign its rights and obligations under this Agreement in whole or in part without the prior written consent of the other party except as provided in this Section 10 as follows: (a) Saga may assign its rights and obligations under this Agreement to a purchaser for value of KAFE (or an assignment or transfer permissible on FCC Form 316) concurrently with the assignment of the FCC licenses for KAFE to such party, and so long as any such purchaser assumes all rights, obligations and liabilities under this Agreement and the Shore Coordination Agreement in writing signed by such purchaser; and (b) Saga may also assign its rights and obligations under this Agreement, without First Broadcasting's prior written consent, to an affiliate of Saga so long as any such affiliate assumes all rights and obligations under this Agreement and the Shore Coordination Agreement in writing signed by such affiliate. The term "affiliate" as used in this Section 10 shall mean an entity that is in control of or under common control with Saga.

11. Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by written amendment signed by both parties. All prior agreements between the parties with respect to the subject matter hereof are superseded.

12. Miscellaneous. Except for disputes for which an equitable remedy is sought, any dispute arising under or relating to this Agreement shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). There shall be a single arbitrator who shall be appointed pursuant to the AAA within 15 business days of receipt of a demand for arbitration by the respondent(s) in any such proceeding. The arbitrator shall be an attorney with no less than 15 years experience in the practice of business law (with media and broadcasting businesses) who shall not have performed any legal services for any of the parties or persons who control the parties for a period of 5 years prior to the date of the demand of arbitration. Arbitration shall be held in Detroit, Michigan or such other place as the parties may agree. A final award shall be rendered as soon as reasonably possible and, in any event, within 60 days of the appointment of the arbitrator; provided, however, that if the arbitrator determines that fairness so requires, such 60 day period may be extended by no more than 15 days. The parties agree that the arbitrator shall have the right and power to shorten any length of any notice periods or other time periods provided in the AAA rules and to implement the Expedited Procedures under the AAA rules in order to ensure that the arbitration process is completed within the time frames provided herein. The arbitrator's award, which shall be reasoned and in writing, shall be final and binding and judgment thereon may be entered in any court having jurisdiction over the party against whom enforcement is sought. All arbitrations commenced pursuant to this Agreement or any other agreements and transactions incident hereto while any other arbitration hereunder shall be in progress shall be consolidated and heard by the initially chosen arbitrator. In the event a party seeks specific performance or other equitable remedy

under this Agreement, jurisdiction and venue shall be proper in Detroit, Michigan. If any provision of this Agreement is determined to be void, unenforceable or contrary to law, the remainder of the Agreement shall continue in full force and effect provided that such continuation would not materially diminish the benefits of this Agreement for either party. If any party breaches its obligations under this Agreement, in addition to any remedies the other party would have at law, such other party shall have the right to seek injunctive relief and/or specific performance, and the breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. Notices.

Any notice, report, demand, waiver or objection required, permitted or contemplated hereunder shall be in writing and shall be given personally or by prepaid registered or certified mail, with return receipt requested, addressed as follows:

(a) If to First Broadcasting:

First Broadcasting Capital Partners, LLC  
c/o Neil Read  
Chief Financial Officer  
Media Technology Ventures, LLC  
1445 Ross Avenue  
Suite 4950  
Dallas, Texas 75202

With a copy to:

Phillip R. Marchesiello, Esq.  
Akin, Gump, Hauer & Feld, LLP  
Robert S. Strauss Building  
1333 New Hampshire Avenue, N.W.  
Washington, DC 20036-1564

(b) If to Saga:

Saga Broadcasting, LLC  
c/o Samuel D. Bush, Treasurer  
73 Kercheval Avenue  
Grosse Pointe Farms, MI 48236

with a copy to:

Gary S. Smithwick, Esq.  
Smithwick & Belendiuk, PC  
5028 Wisconsin Ave., NW, Suite 301

Washington, DC 20016

and

Sarah N.A. Camougis, Esq.  
Edwards Angell Palmer & Dodge LLP  
111 Huntington Avenue  
Boston, MA 02199

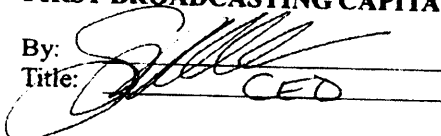
[THE NEXT PAGE IS THE SIGNATURE PAGE]

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

**FIRST BROADCASTING CAPITAL PARTNERS, LLC**

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

Title: \_\_\_\_\_

 CED

**SAGA BROADCASTING, LLC**

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

Title: \_\_\_\_\_

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

**FIRST BROADCASTING CAPITAL PARTNERS, LLC**

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

**SAGA BROADCASTING, LLC**

By: Amuel O. Bust  
Title: Treasurer