



Mediatouch

Invoice

Invoice	25231
Date	10/14/2005
Page	1

Unit 1, 1555 Dublin Ave., Winnipeg, MB, Canada, R3E 3M8
Ph: 1-204-786-3994 Fax: (204) 783-5805

Sold To:

Twin States Brdcst WQAK
P.O. Box 100
Union City TN 38261
USA

Ship To:

Twin States Brdcst WQAK
P.O. Box 100
Union City TN 38261
USA

Attn: Accounts Payable**Attn: Accounts Payable**

Attn: Accounts Payable			Attn: Accounts Payable			Sales#			
Acct. #		PO#		Shipped Via		F.O.B.		Terms	
M0981				UPS/UPS BLUE				Upon Receipt	
								12	
Order	Ship	B/O	Model Number	Manufacturer	Description			Sell Price	Extension
1	1	0	SUP-ESP-Q01	ESP quarterly	Support Essential Plus, quarterly charge iMediatouch support coverage for Oct 14/05 - Jan 14/06			\$385.00	\$385.00
Pd 10-18-05									

We accept Visa, MC, Amex for your convenience

Make Check Payable to OMT Technologies Inc.
EIN - 98-0184077 GST - 117286153
15% Restocking Charge on all Returns

Payable in US Funds

Subtotal	\$385.00
Discount	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$385.00

WYVY Programming

From: "Ron Paley" <rpaley@omt.net>
To: "Ron Paley" <rpaley@omt.net>; "Don Wilson" <drwilson@thequakerocks.com>
Cc: "Jo-Ann Finney" <jfinney@omt.net>; "Brenda Barteux" <bmalash@omt.net>
Sent: Friday, October 14, 2005 9:23 AM
Subject: RE: Twin States Broadcasting support- Ron Paley requires acceptance of our quote in writing (by email please) Thanks Don.

Don:

Thanks for your phone call yesterday. We require a confirmation in writing (email) that Twin States Broadcasting is accepting our quote for 4 quarterly payments in advance of each quarter of \$385.00 commencing immediately. This agreement is for a one year period. You can renew the agreement annually.

Please send to our attention (copy all above) as I am away from the office until October 27th. Brenda and Jo-ann will book your Support order, invoice your office and get things started on your email reply and confirmation.

Renewal of the support will give you business hour access to Support, and upgrades for your current version of iMediaTouch software.

Many thanks for the order.

Ron Paley
 Senior Business Developer
 OMT Technologies Inc.
 888-665-0501 Ext 210
 Cell: 204-782-6789
 email: rpaley@omt.net

From: Ron Paley [mailto:rpaley@omt.net]
Sent: Monday, September 26, 2005 2:30 PM
To: Don Wilson (drwilson@thequakerocks.com)
Cc: Jo-Ann Finney (jfinney@omt.net); Brenda Barteux (bmalash@omt.net)
Subject: Ron Paley replying with your options for support

Hello Don:

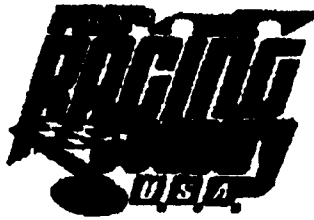
Page 5 of the attached Support Service document has the two Support plans available. Your last Support agreement was in 2003 and it was the Premium - 24/7 plan.

If you do not need 24/7 help then Basic Support (business hour) plan is certainly for your stations. It would be \$995 + \$400.00 for the four seats of software \$1395.00 annually.

We can also bill your station quarterly Support at \$385.00 per quarter to be paid in advance of the quarter.

We have also included information on our Version 2.0 software that you may want to consider for upgrading of the system. If you would like pricing for upgrading software, we can bundle the

10/14/2005



RACING COUNTRY USA AFFILIATE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this the 11 day of Oct, 2004 between Racing Country USA, a division of Speedway Properties Company, LLC (hereinafter "RCUSA"), and Twins State Broadcast Co corporation (hereinafter "Affiliate.")

1. **TERM.** The initial term of this Agreement shall commence as of Oct 11, 2004 and shall continue through Oct 10, 2005 for a period of one (1) year, unless this agreement is subordinated to another agreement and entered into at the same time as an agreement to clear NASCAR races syndicated by Performance Racing Network. Following the initial term, this agreement shall be automatically renewed for successive one (1) month terms, provided that after the initial term expires, either party may elect to terminate this Agreement by providing the other party at least thirty (30) days prior written notice of termination.
2. **RCUSA'S OBLIGATIONS AND DUTIES.** RCUSA shall:
 - a. Create, produce, deliver (or transmit) to Affiliate one (1) two (2) hour RCUSA program per week. Each program to include 24 minutes of on-air commercial messages (12 minutes per hour) to be positioned in breaks within each quarter hour of the show. 12 minutes of commercial messages to be dedicated to RCUSA sponsors and 12 minutes to be dedicated to local Affiliate sponsors. Each quarter hour commercial break to be equally divided between RCUSA and the local Affiliate per the RCUSA Program Log.
3. **AFFILIATE'S OBLIGATIONS AND DUTIES:** The Affiliate shall:
 - a. **BROADCASTING.** The Affiliate shall broadcast the one (1) program each week provided by RCUSA in its entirety between the hours of 6:00 A.m and 12:00 P.m on Sunday of each week, beginning on Oct 11, 2004 or at such other time as may be mutually agreed upon.
 - b. **PROMOTION.** The Affiliate shall promote the show, throughout the week preceding each airing, with a minimum of 10 promotional spots (liners may be supplied by RCUSA at Affiliates request).
4. **AFFIDAVIT OF PERFORMANCE.** The Affiliate shall complete and return a notarized Affidavit of Performance within three (3) days (to RCUSA, P.O. Box 600, Concord, NC 28026) following each broadcast certifying, among other things, as to the broadcast of the RCUSA program and all commercial announcements contained therein.
5. **EXCUSED FAILURES TO BROADCAST.** The Affiliate will be excused for failure to broadcast the RCUSA program and commercial material at the appointed day and time only under the following circumstances:
 6. **PROGRAM NOT RECEIVED.** The Affiliate will be excused for failure to broadcast the RCUSA program and commercial material at the appointed day and time if the RCUSA program and sponsor commercial material is not received or broadcast by the Affiliate due to technical failure, labor disputes, Act of God, or other circumstances beyond the reasonable control of the Affiliate, in which event, Affiliate will notify RCUSA immediately by telephone (704-455-4047) of any failure to receive the program and sponsor commercial material from RCUSA; or
 7. **PREEMPTION.** The Affiliate will be excused for failure to broadcast the RCUSA program and commercial material at the appointed day and time the Affiliate elects to preempt the RCUSA Program in whole or in part, by Affiliate to permit it to broadcast another non-commercial program of greater local, national, or international importance. In the event of such preemption to broadcast, Affiliate will broadcast the RCUSA network sponsor's commercial materials at a time of day comparable or better than the agreed upon RCUSA program broadcast time. Due to the timeliness of the RCUSA network sponsor commercials, the Affiliate must "make good" these sponsor commercial materials within 72 hours of the preempted program. Affiliate will provide RCUSA a notarized Affidavit of Performance with the broadcast run time and date of the RCUSA network sponsor's commercial materials.
8. **BROADCAST PROGRAM IN ITS ENTIRETY ONLY ONCE.** The Affiliate shall broadcast all RCUSA programs in their entirety and one (1) time only in accordance with the above. Affiliate further agrees not to cut, alter, modify or rebroadcast, or permit any other person or entity from rebroadcasting in any manner or form, any of the RCUSA programs, unless prior written consent of RCUSA is obtained.

9. **DEFAULT.** Should either party to this contract claim that the other party has defaulted in its performance under this Agreement, it shall give written notice of such default to the defaulting party. Should the default be one capable of being cured, the defaulting party shall have a period of 30 days within which to cure the default, unless otherwise provided in this agreement. If not cured within the 30-day period, or if the default is not capable of being cured, the party claiming the default shall be entitled, but not required, to terminate this contract immediately.
a. In the event of termination, neither party shall have any further obligations or liabilities hereunder except that each party shall be fully responsible for all obligations and liabilities that shall have accrued as of the date of termination, and except that each party shall be responsible for any covenants or conditions contained herein that survive the termination of the Agreement. Upon termination of this Agreement, Affiliate shall have no right to use any RCUSA programs or the name "RCUSA".

10. **PROTECTED MATERIAL.** Affiliate, for itself, its agents, employees, successors and assigns, acknowledges and agrees that the concept and subject Program are proprietary to RCUSA and are not to be used by Affiliate or disclosed to others except in the performance of this Agreement. Upon termination of this Agreement, Affiliate shall discontinue all use of such concept and name and not resume same (or disclose any information or materials provided by RCUSA hereunder) without the express written consent of RCUSA. Affiliate shall return to RCUSA upon the termination of this Agreement all materials paid for by RCUSA. This provision shall survive the termination of this Agreement.

11. **ENTIRE AGREEMENT.** This constitutes the entire agreement between RCUSA and Affiliate and may not be altered unless done in writing and signed by an executive officer of the respective party.

12. **NOTICE.** When notice is required under the terms of this agreement, it shall be sent as follows:

To RCUSA: RCUSA Affiliate Relations
P.O. Box 600
Concord, NC 28026

To Affiliate: WYUY

Attention: Don Wilson

Phone: 731-545-0051

E Mail Address of person to receive formats/affidavits:

manager@todayshoos.com

Nielsen Designated Market Area (DMA): Union City, TN

13. **BINDING EFFECT.** The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

14. **GOVERNING LAW.** This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the internal laws of the State of North Carolina without regard to conflict of law principles thereof.

RCUSA:

BY: 

DATE: _____

AFFILIATE

BY: 

TITLE: Program Director

DATE: 10/11/07

***** INVOICE *****

A-Ware Software, Inc. - US.
330 South Executive Drive #205
Brookfield, WI 53005-4275

INVOICE NUMBER: 0056175-IN
INVOICE DATE: 04/16/05
TERMS: Net 15 days
DUE DATE: 05/01/05
CUSTOMER P.O.:

(262) 717-2220

WQAK-FM/WYVY-FM
709 S. 1st Street
Union City

TN 38261

United States

Handwritten: 26 #5149 4-27-05

DESCRIPTION

AMOUNT

MusicMaster License & Support

800.00

For 05/01/05-04/30/06

NET INVOICE: 800.00
FREIGHT: .00
SALES TAX: .00

INVOICE TOTAL: 800.00

*****PLEASE RETURN BOTTOM PORTION*****

VISA/MC/AMEX# _____
EXPIRES _____

CUSTOMER NO: 03-0000817

...CURRENT	30 DAYS	60 DAYS	90 DAYS	...120 DAYS	BALANCE ...
800.00	.00	.00	.00	.00	800.00

FROM : A-WARE SOFTWARE

FAX NO. : 262-717-2230

Apr. 17 2002 03:53PM F2

MusicMaster License and Support Agreement

Client WQAK-FM/WYVY-FM
Location Union City, TN, USA
Owner Twin States Broadcasting, Inc.
First Payment Date May 1, 2002
Payment Amount \$800.00 USD (Eight Hundred Dollars) per Year
Initial Term 36 Months
Licensed Products MusicMaster

PD
CK # 4284
5-15-02

Notes: First Payment due May 1, 2002 for the amount of \$400.00, to cover May 1, 2002 to October 31, 2002. Second payment due November 1, 2002 for the amount of \$400.00, to cover November 1, 2002 to April 30, 2003. Remaining payments will be annually on May 1, 2003 and May 1, 2004, respectively.

All provisions of the attached Terms and Conditions are hereby made a part of this Agreement, which contains the entire understanding of the parties respecting the subject matter in this Agreement and supersedes all previous verbal and written Agreements. This Agreement may not be changed except by a written addendum, which is signed by both parties.

(IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers at the places and on the dates set forth below.)

AGREED TO:

Kathy Jo Roberts
For Client (PRINT)

General Manager
Title (PRINT)

Kathy Jo Roberts
For Client (SIGNATURE)

4-17-02
Date of Acceptance by Client

ACCEPTED BY:

Joseph J. Knapp
Joseph J. Knapp, President
A-WARE SOFTWARE, INC.

18 APRIL 2002
Date of Acceptance by A-Ware

SEP-19 03:25 FROM:NEWCITY COMM.

2033579346

TO:981-885-8700

PAGE:02

10 min *Submit Am* *case to be*

THE AMERICAN COMEDY NETWORK, INC.
RADIO STATION LICENSE AGREEMENT

Licensee: Twin States Broadcasting
 PO Box 100
 Union City, TN 38281

September 19, 1997

Licensor: The American Comedy Network, Inc.
 Park City Plaza
 Bridgeport, CT 06604

Radio Station(s):
 WYVY (aka WKST-FM)
 (Union City, TN)

WYVY-FM

1. Number of Program Materials per week: minimum of 10
2. Nature of Program Materials: Audio recordings and script materials for radio broadcasting.
3. Duration of each Program Material: Up to 1-1/2 minutes
4. Number of Uses: Unlimited during term.
5. Starting Date: September 19, 1997
6. Term of License: This agreement remains in effect from the date indicated above until further notice. Both Licensor and Licensee have the right to terminate this agreement (after the first year) for any reason for not less than ninety (90) days following the receipt of written notice.
7. Consideration: There will be 20 minutes of network commercial time per week (any combination of 15 or 30 second commercials that will run in equal rotation throughout the entire week). The Licensee agrees to air all network commercials between 6AM and 7PM Monday thru Sunday without altering the contents and/or promotional material in any way.

SPECIAL PROVISIONS

- a) Upon receipt of an executed copy of this License Agreement, Licensor shall forward to Licensee a copy of "ACN Gold" compact disc collection. Licensee shall have unlimited use of this material during the term of this agreement only. (If Licensee has already received said materials, Licensee may continue to use them during the term of this agreement only).

This agreement constitutes a license for the broadcast of radio program materials in accordance with all the terms and conditions contained herein.

LICENSEE**AMERICAN COMEDY NETWORK**

By

By

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 20 UEC UW9781

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
LIABILITY	01	\$ 1,000,000	\$ 913.00
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		Separately stated in each Personal Injury Protection Endorsement.	
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement.	
OPTIONAL BASIC ECONOMIC LOSS (New York only)		\$25,000 each eligible injured person.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
AUTO MEDICAL PAYMENTS	02	\$ or the limit separately stated for each "auto" in ITEM THREE.	\$ 19.00
UNINSURED MOTORISTS	02	\$ SEE FORM HA2102 OR STATE FORM(S)	\$ 83.00
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)		\$	

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 20 UEC UW9781

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

Coverages	Covered Autos	Limit	Advance Premium
		The Most We Will Pay for Any One Accident or Loss	
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE	02	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$ 176.00
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus \$ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE	02	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$ 284.00
TOWING AND LABOR		\$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	
Endorsement Premium (Not included above)			
TOTAL ADVANCE PREMIUM:			\$ 1,475.00

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 20 UEC UW9781

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form.
FORM HA0012 ATTACHED

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE

RATING BASIS IS COST OF HIRE. Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

State	Estimated Cost of Hire IF ANY	Rate Per Each \$100 Cost of Hire	Advance Premium
		2.032	\$ 72.00 MP

TOTAL ADVANCE PREMIUM: \$ 72.00 MP

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners	25	\$ 146.00
Social Service Agency	Number of Employees Number of Volunteers		

TOTAL ADVANCE PREMIUM: \$ 146.00 MP

**SCHEDULE OF COVERED AUTOS YOU OWN
(ITEM THREE OF THE DECLARATIONS)**



POLICY NUMBER: 20 UEC UW9781

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 2 03 DODGE DAKOTA ID NO. 1D7HL38XX3S236635
GARAGED: UNION CITY TN TERR: 009 CLASS: 03199
ORIG. COST NEW: \$ 20,960 LOSS PAYEE NO. 2
TAX LOC: ZIP CODE: 38261 RADIUS: L SIZE: 6000

COVERAGES:	SEQ. NO. 00003	PREMIUMS
LIABILITY		\$ 695.00
AUTO MEDICAL PAYMENTS	\$ 1,000 EACH "INSURED"	\$ 19.00
UNINSURED MOTORISTS		\$ 83.00
COMPREHENSIVE \$ 250 DEDUCTIBLE		\$ 176.00
COLLISION \$ 500 DEDUCTIBLE		\$ 284.00

LOSS PAYEES

EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE "LOSS" IS PAYABLE TO YOU AND THE
LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF "LOSS."

2. FIRST CITIZENS NATIONAL BANK
P.O. BOX 370
DYERSBURG TN 38025

*1500220UW97810101 12537



09 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
35 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the insurance
FP company of The Hartford Insurance Group shown below.

SBA

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CT 06115
COMPANY CODE: 3

Policy Number: 20 SBA FP3509 DV



SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: TWIN STATES BROADCASTING INC
(No., Street, Town, State, Zip Code)

709 SOUTH FIRST STREET
UNION CITY TN 38261

Policy Period: From 11/15/05 To 11/15/06 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in Maine, Michigan, New Hampshire, North Carolina.

Name of Agent/Broker: WHITE & ASSOC INS AGCY INC/PHS
Code: 245632

Previous Policy Number: 20 SBA FP3509

Named Insured is: CORPORATION

Audit Period: ANNUAL

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$5,987 *

IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

*INCLUDES KENTUCKY MUNICIPAL TAX \$ 42.00

KY STATE SURCHARGE: \$ 18.56

Countersigned by

Margie K. Ripe

Authorized Representative

08/31/05
Date

10694

*3100220FP35090106



SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA FP3509

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

709 SOUTH FIRST STREET
UNION CITY TN 38261

Description of Business:

RADIO & TV BROADCASTING STATION

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 130,400

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

LOSS PAYEE: 'A' APPLIES

LOSS PAYEE: 'B' APPLIES

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA FP3509

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION LIMITS OF INSURANCE

COMPUTERS AND MEDIA COVERAGE \$ 100,000
FORM SS 04 41
DEDUCTIBLE:
WAITING PERIOD: 12 HOURS

LIMITED FUNGI, BACTERIA OR VIRUS \$ 50,000
COVERAGE:
FORM SS 40 93
THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.
INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR: 30 DAYS

10695
*3100220FFP35090106



SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA FP3509

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 002

709 SOUTH FIRST STREET
UNION CITY TN 38261

Description of Business:
COMMUNICATION TOWER

Deductible: \$2,500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

\$ 3,000

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST

NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES

NO COVERAGE

OUTSIDE THE PREMISES

NO COVERAGE

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA FP3509

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 002 Building: 001

6215 KEN-TENN HIGHWAY
UNION CITY TN 38261

Description of Business:

RADIO & TV BROADCASTING STATION

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

REPLACEMENT COST

\$ 18,600

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST

\$ 52,200

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES
OUTSIDE THE PREMISES

\$ 10,000
\$ 5,000

*3100220FP35090106 10696

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA FP3509

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 002 **Building:** 002

6215 KEN-TENN HIGHWAY
UNION CITY TN 38261

Description of Business:
COMMUNICATION TOWER

Deductible: \$2,500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

\$ 31,000

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST

NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES

NO COVERAGE

OUTSIDE THE PREMISES

NO COVERAGE

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA FP3509

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 003

Building: 001

KENTUCKY MUNICIPAL TAX: 3.45%

5000 MIDDLE ROAD

FULTON

KY 42041

Description of Business:

RADIO & TV BROADCASTING STATION

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY

LIMITS OF INSURANCE

BUILDING

REPLACEMENT COST

\$ 18,600

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST

\$ 51,900

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES

\$ 10,000

OUTSIDE THE PREMISES

\$ 5,000

*3100220FP35090106 10697

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA FP3509

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 003 **Building:** 002

KENTUCKY MUNICIPAL TAX: 3.45%

5000 MIDDLE ROAD

FULTON

KY 42041

Description of Business:

COMMUNICATION TOWER

Deductible: \$2,500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

\$ 40,300

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST

NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES

NO COVERAGE

OUTSIDE THE PREMISES

NO COVERAGE

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 SBA FP3509

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS

LIMITS OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE

**COVERAGE INCLUDES THE FOLLOWING
COVERAGE EXTENSIONS:**

12 MONTHS ACTUAL LOSS SUSTAINED

**ACTION OF CIVIL AUTHORITY:
EXTENDED BUSINESS INCOME:**

**30 DAYS
30 CONSECUTIVE DAYS**

EQUIPMENT BREAKDOWN COVERAGE COVERAGE FOR DIRECT PHYSICAL LOSS DUE TO:

**MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION**

**THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS**

**HAZARDOUS SUBSTANCES
CFC REFRIGERANTS**

**\$ 25,000
\$ 25,000**

**MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY**

10698
*3100220FP35090106



SPECTRUM POLICY DECLARATIONS (Continued)**POLICY NUMBER: 20 SBA FP3509****BUSINESS LIABILITY** **LIMITS OF INSURANCE****LIABILITY AND MEDICAL EXPENSES** \$1,000,000**MEDICAL EXPENSES - ANY ONE PERSON** \$ 10,000**PERSONAL AND ADVERTISING INJURY** \$1,000,000**DAMAGES TO PREMISES RENTED TO YOU** \$ 300,000
ANY ONE PREMISES**AGGREGATE LIMITS**
PRODUCTS-COMPLETED OPERATIONS \$2,000,000**GENERAL AGGREGATE** \$2,000,000**EMPLOYMENT PRACTICES LIABILITY****COVERAGE: FORM SS 09 01****EACH CLAIM LIMIT** \$ 5,000**DEDUCTIBLE - EACH CLAIM LIMIT**
NOT APPLICABLE**AGGREGATE LIMIT** \$ 5,000**RETROACTIVE DATE: 11152001**

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

Spectrum Supplemental Schedule of Auditable Coverages



This schedule reflects only those locations that have classes and/or coverages that are subject to audit.

Policy Number: 20 SBA FP3509

Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

LOC/BLDG NO: 001/001 TERR: 009
LOCATION: 709 SOUTH FIRST STREET
UNION CITY TN 38261

CLASSIFICATION CODE NUMBER 42011
DESCRIPTION:
RADIO & TV BROADCASTING STATION

COVERAGE DESCRIPTION: BUSINESS LIABILITY
REFER TO: BUSINESS LIABILITY COVERAGE PART FORM SS 00 08
RATING BASIS: SALES PER 1000
EXPOSURE: 596,258
FINAL RATE: 2.736
ADVANCE PREMIUM: \$1,631.00

COVERAGE DESCRIPTION: BUSINESS INCOME & EXTRA EXPENSE - ACTUAL LOSS
SUSTAINED
REFER TO: SPECIAL PROPERTY COVERAGE PART FORM SS 00 07
RATING BASIS: SALES PER 1000
EXPOSURE: 596,258
FINAL RATE: 0.200
ADVANCE PREMIUM: \$119.00

LOC/BLDG NO: 002/001 TERR: 009
LOCATION: 6215 KEN-TENN HIGHWAY
UNION CITY TN 38261

CLASSIFICATION CODE NUMBER 42011
DESCRIPTION:
RADIO & TV BROADCASTING STATION

COVERAGE DESCRIPTION: BUSINESS LIABILITY

Spectrum Supplemental Schedule of Auditable Coverages (Continued)

Policy Number: 20 SBA FP3509

REFER TO: BUSINESS LIABILITY COVERAGE PART FORM SS 00 08
RATING BASIS: SALES PER 1000
EXPOSURE: 11,924
FINAL RATE: 2.736
ADVANCE PREMIUM: \$33.00

COVERAGE DESCRIPTION: BUSINESS INCOME & EXTRA EXPENSE - ACTUAL LOSS
SUSTAINED

REFER TO: SPECIAL PROPERTY COVERAGE PART FORM SS 00 07
RATING BASIS: SALES PER 1000
EXPOSURE: 11,924
FINAL RATE: 0.328
ADVANCE PREMIUM: \$4.00

LOC/BLDG NO: 003/001 TERR: 002
LOCATION: 5000 MIDDLE ROAD
FULTON KY 42041

CLASSIFICATION CODE NUMBER 42011
DESCRIPTION:
RADIO & TV BROADCASTING STATION

COVERAGE DESCRIPTION: BUSINESS LIABILITY
REFER TO: BUSINESS LIABILITY COVERAGE PART FORM SS 00 08
RATING BASIS: SALES PER 1000
EXPOSURE: 11,924
FINAL RATE: 3.548
ADVANCE PREMIUM: \$42.00

COVERAGE DESCRIPTION: BUSINESS INCOME & EXTRA EXPENSE - ACTUAL LOSS
SUSTAINED

REFER TO: SPECIAL PROPERTY COVERAGE PART FORM SS 00 07
RATING BASIS: SALES PER 1000
EXPOSURE: 11,924

Spectrum Supplemental Schedule of Auditable Coverages (Continued)

Policy Number: 20 SBA FP3509

FINAL RATE: 0.266

ADVANCE PREMIUM: \$3.00

TOTAL ADVANCE PREMIUM \$1,832.00 DOES NOT INCLUDE TERRORISM OR
FOR AUDITABLE COVERAGES ANY APPLICABLE STATE SURCHARGES OR FEES

10701

*3100220FP35090106



INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: HARTFORD CASUALTY INSURANCE COMPANY

HARTFORD PLAZA, HARTFORD, CONNECTICUT 06115

NCCI Company Number:

14397

Company Code: 3



Suffix	
LARS	RENEWAL
	04

POLICY NUMBER:

20 WEC GC1364

Previous Policy Number:

20 WEC GC1364

HOUSING CODE: DV

1. **Named Insured and Mailing Address:** TWIN STATES BROADCASTING INC
(No., Street, Town, State, Zip Code)

FEIN Number: 621470165

709 SOUTH FIRST STREET
UNION CITY, TN 38261

State Identification Number(s):

The Named Insured is: CORPORATION

Business of Named Insured: RADIO & TV BROADCASTING STATIO

Other workplaces not shown above: 709 SOUTH FIRST STREET UNION CITY, TN 38261

2. **Policy Period:** From 11/15/05 To 11/15/06
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: WHITE & ASSOC INS AGCY INC/PHS

P. O. BOX 29611
CHARLOTTE, NC 28229

Producer's Code: 245632

Issuing Office: THE HARTFORD
8711 UNIVERSITY EAST DRIVE
CHARLOTTE
(866) 467-8730

NC 28213

Total Estimated Annual Premium: \$1,930

Deposit Premium:

Policy Minimum Premium: \$293 TN

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Authorized Representative

04347

*3500220GC13640101



3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: TN

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A.
The limits of our liability under Part Two are:

Bodily injury by Accident	\$100,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$100,000	each employee

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WV, WY, AND
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. **This policy includes these endorsements and schedule:**

WC 00 04 20 WC 00 04 21 WC 00 01 12

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
7610 RADIO OR TELEVISION BROADCASTING STATION - ALL EMPLOYEES & CLERICAL & DRIVERS	221,600	.73	1,618
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			1,618
EXPENSE CONSTANT (0900)			180
TERRORISM RISK INS ACT OF 2002 (9740)	221,600	.030	66
DTEC (9741)	221,600	.030	66
TOTAL ESTIMATED ANNUAL PREMIUM			1,930

Total Estimated Annual Premium:	\$1,930
Deposit Premium:	
Policy Minimum Premium:	\$293 TN

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number:

SIC: 4832

UIN:

NO. OF EMP: 000011

AUG 08 '02 (THU) 08:48 WWI RECEPTION
AUG-08-02 11:00AM FROM WESTWOOD ONE

3100404052

PAGE 5/8

**WESTWOOD ONE
RADIO, INC**

This Program is subject to prior clearance and broadcast authorization from Westwood One Radio, Inc. ("Westwood") and all terms and conditions below and attached to this License.

Sign and return this License to Westwood One Radio, Inc., Valencia, Ca. for countersignature. You will receive a countersigned copy once clearance is approved.

Broadcast of this program is not authorized without a countersigned License Agreement from Westwood.

25080 West Avenue Stanford, Suite 100

Valencia, Ca. 91366 Telephone: 881-294-6227

FAX # - 881-294-6382

+04326802080521819*



WYVY FM Agrees to Broadcast Program and all Network Commercial Inventory within Program.

PROGRAM(s):

CTY COUNTDOWN USA:

CTY COUNTDOWN 1	01/23/85
CTY COUNTDOWN 3	01/23/85
CTY COUNTDOWN 2	01/23/85

LENGTH:

3 HOURS
SUNDAY

NETWORK INVENTORY: (6) COMMERCIAL MINUTE(S) PER HOUR

LOCAL INVENTORY: (6) COMMERCIAL MINUTE(S) PER HOUR

START DATE/AIR TIME: AUGUST 5, 2002 / 07:00 A.M.

Approved for Broadcaster by Legally Authorized Individual

I have read and agree to the terms of this Agreement and the attached Standard Provisions

SIGN
HERE

SIGNATURE OF OFFICIAL

TITLE

DATE

Approved and Accepted for Westwood:

SIGNATURE OF OFFICIAL

Station Address

Title PROGRAM DIRECTORName Dan WilsonStation WYVY FMAddress 709 S First StUnion City TN 38281

Station Data

Station WYVY FM ("STATION")Power Day 3000 NightFrequency 104.9 P.R.# 731-885-0041City of License UNION CITY TNOwn/Station States Rdog, Inc ("LICENSEE")

7. PROGRAM OWNERSHIP AND RE-BROADCAST RIGHTS:

Subject to the terms of this Agreement, Broadcaster acknowledges that all rights and interest in and to the Program are and shall remain the exclusive property of Westwood. Broadcaster shall not, except as provided herein, without written authorization from Westwood, copy, duplicate, rebroadcast or reproduce any Program or Network Commercial furnished hereunder. Use of the Program by Broadcaster is for over the air, terrestrial radio broadcast on Station only. Broadcaster acknowledges that it has no right to broadcast or otherwise transmit the Program, or any part thereof, by any means other than over the air, terrestrial radio broadcast, and Broadcaster agrees that any unauthorized use or transmission, including but not limited to transmission through the Internet, will be deemed a material breach of this Agreement and an infringement on Westwood's proprietary rights in the Program. In the event of such an unauthorized transmission or broadcast, Westwood shall be entitled to all remedies, legal and/or equitable, against Broadcaster. Broadcaster will not authorize, cause, permit or enable anything to be done whereby any Program or segment thereof may be recorded, duplicated, sold, transferred, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by Station as specifically provided in this Agreement.

If any Program or segment is furnished on disc or tape, the discs or tapes shall remain the property of Westwood, and shall be destroyed by Broadcaster following broadcast of such segment on the Station.

8. EFFECT OF BREACH: Should Station breach any term or condition of this Agreement, Westwood may, in addition to all other rights it may have, immediately, without further notice, terminate this Agreement and have no further obligations to Broadcaster and Broadcaster's right to broadcast the Program will terminate forthwith.

9. CHANGE OF OWNERSHIP AND ASSIGNMENTS: Westwood may assign this Agreement to any party and Broadcaster shall have the right to assign this Agreement to any party acquiring all of the Station's assets or stock, but in such event Broadcaster shall not be relieved of its obligations hereunder. Broadcaster shall immediately notify Westwood at such time as application may be made to the FCC for the transfer of any interest in the Station or any assignment of the license to operate the Station. Should such assignment or transfer occur, such assignment or transfer shall expressly state that the assignee or transferee assumes all obligations contained in this Agreement. Notice of such assignment or transfer shall be provided to Westwood within ten days of consummation. Notwithstanding such assumption, Westwood, may terminate this Agreement 30 days after notice of such assignment or transfer.

10. TECHNICAL MODIFICATION BY STATION: If Station makes a technical modification which changes the Station's coverage area in any respect Station shall notify Westwood prior to the effective date of any such modification and Westwood may, upon ten (10) days notice, terminate this Agreement.

11. FORCE MAJEURE, SUBSTITUTIONS: Neither Broadcaster nor Westwood will incur any liability to the other hereunder if performance by such party shall be prevented, interfered with or omitted due to (i) failure of facilities, (ii) labor disputes, (iii) Act of God, (iv) governmental action, or any other similar cause beyond the control of the party so failing to perform. Neither Broadcaster nor Westwood shall be liable to the other for claims by third parties for failure to operate facilities or supply programs for broadcasting. Westwood may

substitute a program which it deems of public importance for the scheduled Program.

12. RESOLUTION OF CLAIMS AND DISPUTES: New York law shall govern and shall be applied without regard to the principles of conflicts of laws. The parties agree that the rule requiring an agreement to be construed against the scrivener or the scrivener's client shall not apply. Any disputes arising out of or relating to this Agreement or the interpretation thereof shall be resolved only by arbitration in New York County, New York, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any award shall be rendered by the arbitrators in form to be entered as a judgment in the Supreme Court of the State of New York in and for the County of New York, or in the United States District Court for the Southern District of New York, or in any other court having jurisdiction.

13. NOTICES: All notices and other communications which are permitted or required to be given hereunder shall be given in writing, either by overnight delivery with receipt signature requested, certified mail with return receipt requested or by registered mail with return receipt requested to the parties at the respective addresses set forth on the Program License Agreement, or at such other substitute address as either may designate by notice given in the same manner. Notices by mail shall be deemed given on the second business day following mailing thereof. Copies of all notices to Westwood shall be sent to Westwood at 40 West 57th Street, 5th Floor, New York, New York 10019, Attention: Legal Department.

14. GENERAL: The Agreement of which these Standard Provisions are a part, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supercedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed in the Agreement shall be binding upon the parties hereto or shall be effective to interpret, change or restrict the provisions of the Agreement. No change, modifications, amendment, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties. Captions are for convenience only and shall have no legal effect. The Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns. Each provision in the Agreement is intended to be several. If any term or provision is held to be unenforceable, or invalid for whatever reason, such term or provision held unenforceable or invalid shall not affect the validity of the remainder of the Agreement.

Westwood Initial

Page 2 of 2

Broadcaster Initial

AUG 08 02 (THU) 08:47 WVI RECEPTION

2108404052

PAGE 2/8


**WESTWOOD ONE
RADIO, INC**

This Program is subject to prior clearance and broadcast authorization from Westwood One Radio, Inc ("Westwood") and all terms and conditions below and attached to this License.

Sign and return this License to Westwood One Radio, Inc., Valencia, Ca. for countersignature. You will receive a countersigned copy once clearance is approved.

Broadcast of this program is not authorized without a countersigned License Agreement from Westwood.

04325802080528317

25000 West Avenue Stanford, Suite 100

Valencia, Ca. 91355 Telephone: 881-284-8227

FAX # - 881-294-9382

WYVY FM Agree to Broadcast Program and all Network Commercial Inventory within Program.

PROGRAM(s): **CMT RADIO NETWORK**

In exchange for rights to CMT Radio Network, Licensee agrees to broadcast fourteen (14) minutes of Westwood commercial inventory per week. Licensee must broadcast Westwood commercials in the time provided below:

LENGTH:

Ten (10) minutes: Monday-Friday 6am-7pm
Four (4) minutes: Monday-Sunday 6am-7pm

NETWORK INVENTORY:

All Westwood commercials MUST air on the day scheduled.

Licensee Initials

Westwood Initials

LOCAL INVENTORY:

START DATE/AIR TIME: AUGUST 5, 2002 / 6A-7P

Approved for Broadcaster by Legally Authorized Individual

I have read and agree to the terms of this Agreement and the attached Standard Provisions:

SIGN
HERE

SIGNATURE OF OFFICIAL

TITLE

DATE

Approved and Accepted for Westwood:

SIGNATURE OF OFFICIAL

Station Address		Station Data	
Title	PROGRAM DIRECTOR	Station	WYVY FM (STATION)
Name	Don Wilson	Power	Day 3000 Night
Station	WYVY FM	Frequency	104.9 Ph# 731-885-0051
Address	705 S. First St.	City of License	UNION CITY TN
	Union City TN 38281	Owner	Twin States Bldg. Inc. (LICENSEE)

AUG 08 '02 (THU) 08 48 WWJ RECEPTION
NUN-30-2081 01:19PM FROM REG:WOOD WIL

3108404052

Standard Provisions

1. **BROADCASTING:** Broadcaster shall broadcast the Program in its committed entirety on Station, as set forth in the Program License Agreement, without deletions or alterations, including the Network Commercials, Program ID's, Program promotional material and credits in the specified time period.

It is the essence of this Agreement that Broadcaster broadcast the Network Commercials over Station precisely as furnished and instructed by Westwood. All Network Commercials will be at such points in the Program as designated by Westwood. Westwood, in its discretion, may provide multiple commercial spots back to back in any one 150 second time period. Station shall, prior to the commencement of the Agreement, be required, at its expense, to obtain necessary equipment in order to receive satellite transmission of the Program and Network Commercials, unless an alternative delivery method is designated by Westwood. Broadcaster acknowledges that actual damages resulting from a failure by Station to broadcast the Network Commercials as set forth herein are difficult or impossible to ascertain, therefore both Broadcaster and Westwood agree that Broadcaster shall pay liquidated damages as a result of any such failure to broadcast and that said liquidated damages are not deemed a penalty hereunder. As liquidated damages Broadcaster shall pay Westwood an amount equal to five times Station's highest one minute commercial rate for each minute of Network Commercials not aired or aired inaccurately. Payment by Broadcaster pursuant to this paragraph shall be without prejudice to any rights Westwood may have against Broadcaster under this Agreement as the result of Broadcaster's failure to broadcast Program and/or Network Commercials. Broadcaster agrees that the Station is not authorized to broadcast any programs or broadcast materials which may be transmitted or distributed by Westwood except as expressly herein provided or as Westwood may consent in writing.

2. **PROOF OF BROADCASTING:** Immediately following the last day of each standard broadcast week, and in no event later than ten working days following the close of each standard broadcast month, Broadcaster agrees to deliver to Westwood, via the Internet in electronic form provided by Westwood and/or in accordance with any substitute system provided by Westwood, as Westwood may require in its sole discretion, complete, accurate, duly executed reports and notifications ("Proof of Broadcasting") with respect to Station's broadcasting of the Program and Network Commercials. Broadcaster further acknowledges that Westwood at its sole discretion may immediately terminate the Agreement upon determining that the Proof of Broadcasting was falsified, incorrect or incomplete as it pertains to Broadcast of Westwood's Program or Network Commercials.

3. **LICENSES AND RIGHTS:** Broadcaster shall pay all taxes levied on its possession, broadcast use or right to use the material to be supplied hereunder. Broadcaster acknowledges that it is hereby requesting in connection with such a use Westwood to make an ephemeral recording for purposes of transmission by a broadcasting organization and that Westwood's reproduction of the shall Westwood be liable to performance and the works are solely for the purpose of facilitating Broadcaster's transmission and not for public performance by Westwood. Broadcaster is solely responsible for payment of any public performance music license fees or royalties less, for

example, to ASCAP, BMI, etc. agrees to and does hereby all claims, costs and expense result of Broadcaster's failure to license in effect or to be referred to herein.

4. **MEDIA INSURANCE:** Broadcaster warrants that it has in fact Omission insurance for at least the Broadcaster programs, which covers them supplied by Westwood here.

5. **TERM:** The term "Term" be two (2) years. The Term renewed automatically for (1) year each, unless either party hereto as here Broadcaster shall have then terminate this Agreement by following written notice on Westwood, effective only on Term or any renewal thereof this Agreement immediately distributes the Program, right to terminate this Agreement following written notice Broadcaster, effective on such notice. Either party to Agreement prior to the non violation hereof within ten written notice specifying a

6. **MEMORIFICATION:** Broadcaster shall hold harmless Westwood and all such entities officers, shareholders, agents and all against any and all actions, liabilities, damages, costs, attorneys' fees and expenses breach of any of the reprints and agreements contained in Broadcaster, or Broadcaster's agents, or employees, in all transactions contemplated in. Further, Broadcaster shall harmless Westwood and its all such entities officers, directors, agents, and affiliates from expenses reasonably incurred responding to, or defending against filed by or with the Federal Commission ("FCC") against entities, or such entities shareholders or affiliates arises directly or indirectly of the Program on the Station solicits comments, information Westwood in connection with. Against Broadcaster or Station reasonably concludes that a to protect its interest. Westwood shall be liable to Station and Broadcaster shall be responsible for its FCC compliance

Westwood Initial

7. PROGRAM OWNERSHIP AND RE-BROADCAST RIGHTS:

Subject to the terms of this Agreement, Broadcaster acknowledges that all rights and interest in and to the Program are and shall remain the exclusive property of Westwood. Broadcaster shall not, except as provided herein, without written authorization from Westwood, copy, duplicate, rebroadcast or reproduce any Program or Network Commercial furnished hereunder. Use of the Program by Broadcaster is for over the air, terrestrial radio broadcast on Station only. Broadcaster acknowledges that it has no right to broadcast or otherwise transmit the Program, or any part thereof, by any means other than over the air, terrestrial radio broadcast, and Broadcaster agrees that any unauthorized use or transmission, including but not limited to transmission through the Internet, will be deemed a material breach of this Agreement and an infringement on Westwood's proprietary rights in the Program. In the event of such an unauthorized transmission or broadcast, Westwood shall be entitled to all remedies, legal and/or equitable, against Broadcaster. Broadcaster will not authorize, cause, permit or enable anything to be done whereby any Program or segment thereof may be recorded, duplicated, sold, transferred, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by Station as specifically provided in this Agreement. If any Program or segment is furnished on disc or tape, the discs or tapes shall remain the property of Westwood, and shall be destroyed by Broadcaster following broadcast of such segment on the Station.

8. EFFECT OF BREACH: Should Station breach any term or condition of this Agreement, Westwood may, in addition to all other rights it may have, immediately, without further notice, terminate this Agreement and have no further obligations to Broadcaster and Broadcaster's right to broadcast the Program will terminate forthwith.

9. CHANGE OF OWNERSHIP AND ASSIGNMENTS: Westwood may assign this Agreement to any party and Broadcaster shall have the right to assign this Agreement to any party acquiring all of the Station's assets or stock, but in such event Broadcaster shall not be relieved of its obligations hereunder. Broadcaster shall immediately notify Westwood at such time as application may be made to the FCC for the transfer of any interest in the Station or any assignment of the license to operate the Station. Should such assignment or transfer occur, such assignment or transfer shall expressly state that the assignee or transferee assumes all obligations contained in this Agreement. Notice of such assignment or transfer shall be provided to Westwood within ten days of consummation. Notwithstanding such assumption, Westwood, may terminate this Agreement 30 days after notice of such assignment or transfer.

10. TECHNICAL MODIFICATION BY STATION: If Station makes a technical modification which changes the Station's coverage area in any respect Station shall notify Westwood prior to the effective date of any such modification and Westwood may, upon ten (10) days notice, terminate this Agreement.

11. FORCE MAJEURE, SUBSTITUTIONS: Neither Broadcaster nor Westwood will incur any liability to the other hereunder if performance by such party shall be prevented, interfered with or omitted due to (i) failure of facilities, (ii) labor disputes, (iii) Act of God, (iv) governmental action, or any other similar causes beyond the control of the party so failing to perform. Neither Broadcaster nor Westwood shall be liable to the other for claims by third parties for failure to operate facilities or supply programs for broadcasting. Westwood may

substitute a program which it deems of public importance for the scheduled Program.

12. RESOLUTION OF CLAIMS AND DISPUTES: New York law shall govern and shall be applied without regard to the principles of conflicts of laws. The parties agree that the rule requiring an agreement to be construed against the scrivener or the scrivener's client shall not apply. Any disputes arising out of or relating to this Agreement or the interpretation thereof shall be resolved only by arbitration in New York County, New York, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any award shall be rendered by the arbitrators in form to be entered as a judgment in the Supreme Court of the State of New York in and for the County of New York, or in the United States District Court for the Southern District of New York, or in any other court having jurisdiction.

13. NOTICES: All notices and other communications which are permitted or required to be given hereunder shall be given in writing, either by overnight delivery with receipt signature requested, certified mail with return receipt requested or by registered mail with return receipt requested to the parties at the respective addresses set forth on the Program License Agreement, or at such other substitute address as either may designate by notice given in the same manner. Notice by mail shall be deemed given on the second business day following mailing thereof. Copies of all notices to Westwood shall be sent to Westwood at 40 West 57th Street, 14th Floor, New York, New York 10019, Attention: Legal Department.

14. GENERAL: The Agreement of which these Standard Provisions are a part, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed in the Agreement shall be binding upon the parties hereto or shall be effective to interpret, change or restrict the provisions of the Agreement. No change, modifications, amendment, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties. Captions are for convenience only and shall have no legal effect. The Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns. Each provision in the Agreement is intended to be several. If any term or provision is held to be unenforceable, or invalid for whatsoever, such term or provision held unenforceable or invalid shall not affect the validity of the remainder of the Agreement.

Westwood Initial

Page 2 of 2

Broadcaster Initial

AUG 08 02 (THU) 09:47 WWJ RECEPTION
AUG-08-02 11:00 AM FROM WESTWOOD ONE

3108404052

PAGE 9/9

**WESTWOOD ONE
RADIO, INC**

This Program is subject to prior clearance and broadcast authorization from Westwood One Radio, Inc ("Westwood") and all terms and conditions below and attached to this License.

Sign and return this License to Westwood One Radio, Inc. Valencia, Ca. for countersignature. You will receive a countersigned copy once clearance is approved.

Broadcast of this program is not authorized without a countersigned License Agreement from Westwood.

#04325802080521015*

28060 West Avenue Stanford, Suite 100

Valencia, Ca. 91369 Telephone: 801-294-8227

FAX # - 661-294-8382



WYVY FM Agree to Broadcast Program and all Network Commercial Inventory within Program.

PROGRAM(S): CMT INSIDE FAME SHOW

LENGTH: 1 HOUR
SUNDAY

NETWORK INVENTORY: (8) COMMERCIAL MINUTE(S) PER HOUR

LOCAL INVENTORY: (8) COMMERCIAL MINUTE(S) PER HOUR

START DATE/AIR TIME: AUGUST 8, 2002 / 11:00 PM - 6:00 pm

Approved for Broadcaster by Legally Authorized Individual

I have read and agree to the terms of this Agreement and the attached Standard Provisions:

SIGN
HERE

SIGNATURE OF OFFICIAL

TITLE

DATE

Approved and Accepted for Westwood:

SIGNATURE OF OFFICIAL

Station Address		Station Data	
Title	PROGRAM DIRECTOR	Station	WYVY FM (STATION)
Name	Don Wilson	Power	Day 3000 Night
Station	WYVY FM	Frequency	104.9 Ph. # 731-885-0051
Address	708 S First St	City of License	UNION CITY TN
Union City	TN 38281	Owner	Twin States Rdcg. Inc. (LICENSEE)

RIDER

Rider annexed to and made part of Program License Agreement dated 8/5/02 by and between Westwood One Radio Networks, Inc. ("Network") delivering CMT Inside Fame Show to Twin States Broadcasting, Inc. ("Broadcaster") of station WYVY-FM ("Station").

The following provision(s) shall constitute a part of said Program License Agreement as though set forth therein:

1. Station shall not broadcast any "Inside Fame" Programs at times which the premiere episode of a "CMT's Inside Fame" television program is airing on "CMT" television programming service (currently, Saturday at 9:00 p.m., EST/8:00 p.m., CST/7:00 p.m., PST).

BROADCASTER:

Initial

Date

WESTWOOD ONE RADIO NETWORKS:

Initial

Date

Standard Provisions

1. BROADCASTING: Broadcaster shall broadcast the Program in its committed entirety on Station, as set forth in the Program License Agreement, without deletions or alterations, including the Network Commercials, Program ID's, Program promotional material and credits in the specified time period.

It is the essence of this Agreement that Broadcaster broadcast the Network Commercials over Station precisely as furnished and instructed by Westwood. All Network Commercials will be at such points in the Program as designated by Westwood. Westwood, in its discretion, may provide multiple commercial spots back to back in any one 160 second time period. Station shall, prior to the commencement of the Agreement, be required, at its expense, to obtain necessary equipment in order to receive satellite transmission of the Program and Network Commercials, unless an alternative delivery method is designated by Westwood. Broadcaster acknowledges that actual damages resulting from a failure by Station to broadcast the Network Commercials as set forth herein are difficult or impossible to ascertain, therefore both Broadcaster and Westwood agree that Broadcaster shall pay liquidated damages as a result of any such failure to broadcast and that said liquidated damages are not deemed a penalty hereunder. As liquidated damages Broadcaster shall pay Westwood an amount equal to five times Station's highest one minute commercial rate for each minute of Network Commercials not aired or aired incorrectly. Payment by Broadcaster pursuant to this paragraph shall be without prejudice to any rights Westwood may have against Broadcaster under this Agreement as the result of Broadcaster's failure to broadcast Program and/or Network Commercials. Broadcaster agrees that the Station is not authorized to broadcast any programs or broadcast materials which may be transmitted or distributed by Westwood except as expressly herein provided or as Westwood may consent in writing.

2. PROOF OF BROADCASTING: Immediately following the last day of each standard broadcast week, and in no event later than ten working days following the close of each standard broadcast month, Broadcaster agrees to deliver to Westwood, via the Internet or electronic forms provided by Westwood and/or in accordance with any substitute system provided by Westwood, as Westwood may require in its sole discretion, complete, accurate, duly executed reports and certifications ("Proof of Broadcasting") with respect to Station's broadcasting of the Program and Network Commercials. Broadcaster further acknowledges that Westwood at its sole discretion may immediately terminate the Agreement upon determining that the Proof of Broadcasting was falsified, incorrect or incomplete as it pertains to broadcast of Westwood's Program or Network Commercials.

3. LICENSES AND RIGHTS: Broadcaster shall pay all taxes levied on its possession, broadcast use or right to use the material to be supplied hereunder. Broadcaster acknowledges that it is hereby requesting in connection with such a complaint against Station or Broadcaster is necessary or appropriate to process its interest. Notwithstanding anything to the contrary, in no event shall Westwood be liable to Station or Broadcaster for its FCC violation, penalty, or sanction and Station and Broadcaster shall be solely responsible for its FCC compliance.

example, to ASCAP, BMI, or SESAC) and Broadcaster agrees to and does hereby indemnify Westwood against all claims, costs and expenses which may incur as a result of Broadcaster's failure to keep such music licenses in effect or to make any requisite payments referred to herein.

4. MEDIA INSURANCE: Broadcaster represents and warrants that it has in force Media Errors and Omission insurance for at least \$1,000,000, but no less than the Broadcaster carries for its other programs, which covers the broadcast of the Program supplied by Westwood hereunder.

5. TERM: The term ("Term") of this Agreement shall be two (2) years. The Term shall thereafter be renewed automatically for successive terms of one (1) year each, unless and until terminated by either party hereto as herein provided. Broadcaster shall have the right and option to terminate this Agreement not less than 30 days following written notice of such termination to Westwood, effective only at the end of the original Term or any renewal thereof. Westwood may terminate this Agreement immediately if it no longer distributes the Program. Westwood shall have the right to terminate this Agreement not less than 30 days following written notice of termination to Broadcaster, effective on the date designated in such notice. Either party may terminate this Agreement prior to the normal expiration of the Term upon the other's failure to cure any breach or violation hereof within ten (10) days following written notice specifying such breach or violation.

6. INDEMNIFICATION: Broadcaster shall indemnify and hold harmless Westwood and its related entities, and such entities officers, directors, shareholders, agents and affiliates from and against any and all actions, suits, claims, liabilities, damages, costs (including reasonable attorneys' fees and expenses) arising from any breach of any of the representations, warranties and agreements contained in this Agreement by Broadcaster, or Broadcaster's officers, directors, agents, or employees, in connection with the transactions contemplated by this Agreement. Further, Broadcaster shall indemnify and hold harmless Westwood and its related entities, and such entities officers, directors, shareholders, agents, and affiliates from and against any expenses reasonably incurred by such parties in responding to, or defending against, any complaint filed by or with the Federal Communications Commission ("FCC") against Westwood or its related entities, or such entities officers, directors, shareholders or affiliates where such complaint arises directly or indirectly from the broadcast of the Program on the Station; or where the FCC solicits comments, information or a response from Westwood in connection with such a complaint against Broadcaster or Station; or where Westwood reasonably concludes that a submission to the FCC in connection with such a complaint against Station or Broadcaster is necessary or appropriate to process its interest. Notwithstanding anything to the contrary, in no event shall Westwood be liable to Station or Broadcaster for its FCC violation, penalty, or sanction and Station and Broadcaster shall be solely responsible for its FCC compliance.

Westwood Initial

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Broadcaster Initial

AUG. 08 '02 (THU) 08:49 WWJ RECEPTION

3108404052

PAGE 7/6

7. PROGRAM OWNERSHIP AND RE-BROADCAST RIGHTS:

Subject to the terms of this Agreement, Broadcaster acknowledges that all rights and interest in and to the Program are and shall remain the exclusive property of Westwood. Broadcaster shall not, except as provided herein, without written authorization from Westwood, copy, duplicate, rebroadcast or reproduce any Program or Network Commercial furnished hereunder. Use of the Program by Broadcaster is for over the air, terrestrial radio broadcast on Station only. Broadcaster acknowledges that it has no right to broadcast or otherwise transmit the Program, or any part thereof, by any means other than over the air, terrestrial radio broadcast, and Broadcaster agrees that any unauthorized use or transmission, including but not limited to transmission through the Internet, will be deemed a material breach of this Agreement and an infringement on Westwood's proprietary rights in the Program. In the event of such an unauthorized transmission or broadcast, Westwood shall be entitled to all remedies, legal and/or equitable, against Broadcaster. Broadcaster will not authorize, cause, permit or enable anything to be done whereby any Program or segment thereof may be recorded, duplicated, sold, transferred, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by Station as specifically provided in this Agreement. If any Program or segment is furnished on disc or tape, the discs or tapes shall remain the property of Westwood, and shall be destroyed by Broadcaster following broadcast of such segment on the Station.

8. EFFECT OF BREACH: Should Station breach any term or condition of this Agreement, Westwood may, in addition to all other rights it may have, immediately, without further notice, terminate this Agreement and have no further obligations to Broadcaster and Broadcaster's right to broadcast the Program will terminate forthwith.

9. CHANGE OF OWNERSHIP AND ASSIGNMENTS: Westwood may assign this Agreement to any party and Broadcaster shall have the right to assign this Agreement to any party acquiring all of the Station's assets or stock, but in such event Broadcaster shall not be relieved of its obligations hereunder. Broadcaster shall immediately notify Westwood at such time as application may be made to the FCC for the transfer of any interest in the Station or any assignment of the license to operate the Station. Should such assignment or transfer occur, such assignment or transfer shall expressly state that the assignee or transferee assumes all obligations contained in this Agreement. Notice of such assignment or transfer shall be provided to Westwood within ten days of consummation. Notwithstanding such assumption, Westwood may terminate this Agreement 30 days after notice of such assignment or transfer.

10. TECHNICAL MODIFICATION BY STATION: If Station makes a technical modification which changes the Station's coverage area in any respect Station shall notify Westwood prior to the effective date of any such modification and Westwood may, upon ten (10) days notice, terminate this Agreement.

11. FORCE MAJEURE, SUBSTITUTIONS: Neither Broadcaster nor Westwood will incur any liability to the other hereunder if performance by such party shall be prevented, interfered with or omitted due to (i) failure of facilities, (ii) labor disputes, (iii) Act of God, (iv) governmental action, or any other similar cause beyond the control of the party so failing to perform. Neither Broadcaster nor Westwood shall be liable to the other for claims by third parties for failure to operate facilities or supply programs for broadcasting. Westwood may

substitute a program which it deems of public importance for the scheduled Program.

12. RESOLUTION OF CLAIMS AND DISPUTES: New York law shall govern and shall be applied without regard to the principles of conflicts of laws. The parties agree that the rule requiring an agreement to be construed against the scrivener or the scrivener's client shall not apply. Any disputes arising out of or relating to this Agreement or the interpretation thereof shall be resolved only by arbitration in New York County, New York, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any award shall be rendered by the arbitrators in form to be entered as a judgment in the Supreme Court of the State of New York in and for the County of New York, or in the United States District Court for the Southern District of New York, or in any other court having jurisdiction.

13. NOTICES: All notices and other communications which are permitted or required to be given hereunder shall be given in writing, either by overnight delivery with receipt signature requested, certified mail with return receipt requested or by registered mail with return receipt requested to the parties at the respective addresses set forth on the Program License Agreement, or at such other substitute address as either may designate by notice given in the same manner. Notices by mail shall be deemed given on the second business day following mailing thereof. Copies of all notices to Westwood shall be sent to Westwood at 40 West 57th Street, 4th Floor, New York, New York 10019, Attention: Legal Department.

14. GENERAL: The Agreement of which these Standard Provisions are a part, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supercedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed in the Agreement shall be binding upon the parties hereto or shall be effective to interpret, change or restrict the provisions of the Agreement. No change, modifications, amendment, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties. Captions are for convenience only and shall have no legal effect. The Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns. Each provision in the Agreement is intended to be several. If any term or provision is held to be unenforceable, or invalid for whatsoever, such term or provision held unenforceable or invalid shall not affect the validity of the remainder of the Agreement.

Westwood Initial

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Broadcaster Initial

PROGRAM LICENSE AGREEMENT



**WESTWOOD ONE
RADIO, INC**

This Program is subject to prior clearance and broadcast authorization from Westwood One Radio, Inc. ("Westwood") and all terms and conditions below and attached to this License.

Sign and return this License to Westwood One Radio, Inc., Valencia, Ca. for countersignature. You will receive a countersigned copy once clearance is approved.

Broadcast of this program is not authorized without a countersigned License Agreement from Westwood.

04325803120612111

25088 West Avenue Stanford, Suite 100
Valencia, Ca. 91355 Telephone 661-294-8227
FAX - 661-294-8382

WYVY FM Agrees to Broadcast Program and all Network Commercial Inventory within Program.

PROGRAM(s):

AMERICA'S GRAND OLD OPRY WEEKEND

The following provisions are a part of this contract:

1. Only additional play of the program is allowed within 24 hours of the first play.
2. Stations are not allowed to take ANY material from the program for play outside the program.

LENGTH:

**2 HOURS
SATURDAY**

Adm/Info Initials

WW1 Initial

NETWORK
INVENTORY:

(6) COMMERCIAL MINUTE(S) PER HOUR

LOCAL
INVENTORY:

(8) COMMERCIAL MINUTE(S) PER HOUR

START DATE/AIR TIME: DECEMBER 6, 2003 / 08:00 P.M.

Approved for Broadcaster by Legally Authorized Individual

I have read and agree to the terms of this Agreement and the attached Standard Provisions.

SMH
HMR

SIGNATURE OF OFFICIAL

TITLE

DATE

Approved and Accepted for Westwood:

SIGNATURE OF OFFICIAL

Station Address		Station Data	
Title	PROGRAM DIRECTOR	Station	WYVY FM (STATION)
Name	Don Wilson	Power	Day 3000 Night
Station	WYVY FM	Frequency	104.9 Ph.# 731-885-0051
Address	708 S. East St. Suite A	City of License	MEMPHIS CITY TN
Union City	TN 38261	Own/By	Twinn States Rdcg. Inc. ("LICENSEE")

Standard Provisions

1. **BROADCASTING:** Broadcaster shall broadcast the Program in its committed entirety on Station, as set forth in the Program License Agreement, without deletions or alterations, including the Network Commercials, Program ID's, Program promotional material and credits in the specified time period.

It is the essence of this Agreement that Broadcaster broadcast the Network Commercials over Station precisely as furnished and instructed by Westwood. All Network Commercials will be at such points in the Program as designated by Westwood. Westwood, in its discretion, may provide multiple commercial spots back to back in any one 60 second time period. Station shall, prior to the commencement of the Agreement, be required, at its expense, to obtain necessary equipment in order to receive satellite transmission of the Program and Network Commercials, unless an alternative delivery method is designated by Westwood. Broadcaster acknowledges that actual damages resulting from a failure by Station to broadcast the Network Commercials as set forth herein are difficult or impossible to ascertain, therefore both Broadcaster and Westwood agree that Broadcaster shall pay liquidated damages as a result of any such failure to broadcast and that said liquidated damages are not deemed a penalty hereunder. As liquidated damages Broadcaster shall pay Westwood an amount equal to five times Station's highest one minute commercial rate for each minute of Network Commercials not aired or aired incorrectly. Payment by Broadcaster pursuant to this paragraph shall be without prejudice to any rights Westwood may have against Broadcaster under this Agreement as the result of Broadcaster's failure to broadcast Program and/or Network Commercials. Broadcaster agrees that the Station is not authorized to broadcast any program or broadcast materials which may be transmitted or distributed by Westwood except as expressly herein provided or as Westwood may consent in writing.

2. **PROOF OF BROADCASTING:** Immediately following the last day of each standard broadcast week, and in no event later than ten working days following the close of each standard broadcast month, Broadcaster agrees to deliver to Westwood, via the Internet on electronic forms provided by Westwood and/or in accordance with any substitute system provided by Westwood, as Westwood may require in its sole discretion, complete, accurate, duly executed reports and certificates ("Proof of Broadcasting") with respect to Station's broadcasting of the Program and Network Commercials. Broadcaster further acknowledges that Westwood at its sole discretion may immediately terminate the Agreement upon determining that the Proof of Broadcasting was falsified, incorrect or incomplete as it pertains to broadcast of Westwood's Program or Network Commercials.

3. **LICENSE AND RIGHTS:** Broadcaster shall pay all taxes levied on its possession, broadcast use or right to use the material to be supplied hereunder. Broadcaster acknowledges that it is hereby requesting Westwood to make an ephemeral recording for purposes of transmission by a broadcasting organization legally entitled to transmit the works encompassed in the Program and that Westwood's reproduction of the performance and the works are solely for the purpose of facilitating Broadcaster's transmission and not for public performance by Westwood. Broadcaster is solely responsible for payment of any public performance music license fees or royalties (as, for

example, to ASCAP, BMI, or SESAC) and Broadcaster agrees to and does hereby indemnify Westwood against all claims, costs and expenses which may incur as a result of Broadcaster's failure to keep such music licenses in effect or to make any requisite payments referred to herein.

4. **MEDIA INSURANCE:** Broadcaster represents and warrants that it has in force Media Errors and Omission Insurance for at least \$1,000,000, but no less than the Broadcaster carries for its other programs, which covers the broadcast of the Program supplied by Westwood hereunder.

5. **TERM:** The term ("Term") of this Agreement shall be two (2) years. The Term shall thereafter be renewed automatically for successive terms of one (1) year each, unless and until terminated by either party before as herein provided. Broadcaster shall have the right and option to terminate this Agreement not less than 30 days following written notice of such termination to Westwood, effective only at the end of the original Term or any renewal thereof. Westwood may terminate this Agreement immediately if it no longer distributes the Program. Westwood shall have the right to terminate this Agreement not less than 30 days following written notice of termination to Broadcaster, effective on the date designated in such notice. Either party may terminate this Agreement prior to the normal expiration of the Term upon the other's failure to cure any breach or violation hereof within ten (10) days following written notice specifying such breach or violation.

6. **INDEMNIFICATION:** Broadcaster shall indemnify and hold harmless Westwood and its related entities, and such entities officers, directors, shareholders, agents and affiliates from and against any and all actions, suits, claims, liabilities, damages, costs (including reasonable attorneys' fees and expenses) arising from any breach of any of the representations, warranties and agreements contained in this Agreement by Broadcaster, or Broadcaster's officers, directors, agents, or employees, in connection with the transactions contemplated by this Agreement. Further, Broadcaster shall indemnify and hold harmless Westwood and its related entities, and such entities officers, directors, shareholders, agents, and affiliates from and against any expenses reasonably incurred by such parties in responding to, or defending against, any complaint filed by or with the Federal Communications Commission ("FCC") against Westwood or its related entities, or such entities officers, directors, shareholders or affiliates where such complaint arises directly or indirectly from the broadcast of the Program on the Station, or where the FCC solicits comments, information or a response from Westwood in connection with such a complaint against Broadcaster or Station; or where Westwood reasonably concludes that a submission to the FCC in connection with such a complaint against Station or Broadcaster is necessary or appropriate to protect its interest. Notwithstanding anything to the contrary, in no event shall Westwood be liable to Station or Broadcaster for any FCC violation, penalty, or sanction and Station and Broadcaster shall be solely responsible for its FCC compliance.

Westwood Initial 

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Broadcaster Initial 

7. PROGRAM OWNERSHIP AND RE-BROADCAST RIGHTS:

Subject to the terms of this Agreement, Broadcaster acknowledges that all rights and interest in and to the Program are and shall remain the exclusive property of Westwood. Broadcaster shall not, except as provided herein, without written authorization from Westwood, copy, duplicate, re-broadcast or reproduce any Program or Network Commercial furnished hereunder. Use of the Program by Broadcaster is for over the air, terrestrial radio broadcast on Station only. Broadcaster acknowledges that it has no right to broadcast or otherwise transmit the Program, or any part thereof, by any means other than over the air, terrestrial radio broadcast, and Broadcaster agrees that any unauthorized use or transmission, including but not limited to transmission through the Internet, will be deemed a material breach of this Agreement and an infringement on Westwood's proprietary rights in the Program. In the event of such an unauthorized transmission or broadcast, Westwood shall be entitled to all remedies, legal and/or equitable, against Broadcaster. Broadcaster will not authorize, cause, permit or enable anything to be done whereby any Program or segment thereof may be reproduced, duplicated, sold, transferred, re-broadcast or otherwise transmitted or used for any purpose other than broadcasting by Station as specifically provided in this Agreement. If any Program or segment is furnished on disc or tape, the discs or tapes shall remain the property of Westwood, and shall be destroyed by Broadcaster following broadcast of such segment on the Station.

8. EFFECT OF BREACH: Should Station breach any term or condition of this Agreement, Westwood may, in addition to all other rights it may have, immediately, without further notice, terminate this Agreement and have no further obligations to Broadcaster and Broadcaster's right to broadcast the Program will terminate forthwith.

9. CHANGE OF OWNERSHIP AND ASSIGNMENTS: Westwood may assign this Agreement to any party and Broadcaster shall have the right to assign this Agreement to any party acquiring all of the Station's assets or stock, but in such event Broadcaster shall not be relieved of its obligations hereunder. Broadcaster shall immediately notify Westwood at such time as application may be made to the FCC for the transfer of any interest in the Station or any assignment of the license to operate the Station. Should such assignment or transfer occur, such assignment or transfer shall expressly state that the assigned or transferred assumes all obligations contained in this Agreement. Notice of such assignment or transfer shall be provided to Westwood within ten days of consummation. Notwithstanding such assignment, Westwood may terminate this Agreement 30 days after notice of such assignment or transfer.

10. TECHNICAL MODIFICATION BY STATION: If Station makes a technical modification which changes the Station's coverage area in any respect Station shall notify Westwood prior to the effective date of any such modification and Westwood may, upon ten (10) days notice, terminate this Agreement.

11. FORCE MAJEURE, CONTINGENCIES: Neither Broadcaster nor Westwood will incur any liability to the other hereunder if performance by such party shall be prevented, interfered with or omitted due to (i) failure of facilities, (ii) labor disputes, (iii) act of God, (iv) governmental action, or any other similar cause beyond the control of the party so failing to perform. Neither Broadcaster nor Westwood shall be liable to the other for claims by third parties for failure to operate facilities or supply programs for broadcasting. Westwood may

substitute a program which it deems of public importance for the scheduled Program.

12. RESOLUTION OF CLAIMS AND DISPUTES: New York law shall govern and shall be applied without regard to the principles of conflicts of laws. The parties agree that the rule requiring an agreement to be construed against the drafter or the drafter's client shall not apply. Any disputes arising out of or relating to this Agreement or the interpretation thereof shall be resolved only by arbitration in New York County, New York, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any award shall be rendered by the arbitrators in form to be entered as a judgment in the Supreme Court of the State of New York in and for the County of New York, or in the United States District Court for the Southern District of New York, or in any other court having jurisdiction.

13. NOTICES: All notices and other communications which are permitted or required to be given hereunder shall be given in writing, either by overnight delivery with receipt signature requested, certified mail with return receipt requested or by registered mail with return receipt requested to the parties at the respective addresses set forth on the Program License Agreement, or at such other substitute address as either may designate by notice given in the same manner. Notice by mail shall be deemed given on the second business day following mailing thereof. Copies of all notices to Westwood shall be sent to Westwood at 45 West 87th Street, 5th Floor, New York, New York 10019, Attention: Legal Department.

14. ENTIRETY: The Agreement of which these Standard Provisions are a part, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed in the Agreement shall be binding upon the parties hereto or shall be effective to interpret, change or restrict the provisions of the Agreement. No change, modifications, amendment, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties. Captions are for convenience only and shall have no legal effect. The Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns. Each provision in the Agreement is intended to be several. If any term or provision is held to be unenforceable, or invalid for whatever reason, such term or provision held unenforceable or invalid shall not affect the validity of the remainder of the Agreement.

Westwood Initial

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