

LOCAL MARKETING AGREEMENT

This Local Marketing Agreement ("Agreement") is made and entered into as of this 1st day of May, 2012, by and between **DOUBLE O SOUTH CAROLINA CORPORATION**, a Delaware corporation ("Licensee"), and **HOMETOWN COLUMBIA, LLC**, a Delaware limited liability company ("Programmer").

RECITALS

WHEREAS, Licensee is the licensee of radio broadcast stations WWNQ(FM), Forest Acres, SC and WWNU(FM), Irmo, SC (collectively, the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Licensee (as Seller thereunder) and Programmer (as Buyer thereunder) have entered into an Asset Purchase Agreement ("APA") dated April 30, 2012, contemplating the purchase of the Stations by Programmer; and

WHEREAS, Programmer desires, in conformity with the rules and published policies of the FCC and the terms of this Agreement, to produce and present radio programming over the Stations; and

WHEREAS, Licensee desires to accept the programming produced by Programmer (the "Programming") and to make broadcasting time on the Stations available to Programmer on terms and conditions which conform to the Communications Act of 1934, as amended and the rules and published policies of the FCC promulgated thereunder (collectively, the "Communications Laws") and to this Agreement; and

WHEREAS, Licensee believes that the programming produced by Programmer will serve the needs and interests of listeners in the Stations' service areas and will facilitate a smooth transition upon consummation of the APA;

NOW, THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

Section 1.

Sale of Stations' Air Time

1.1. Scope. Beginning as of the date hereof (the "Commencement Date"), Licensee shall make available to Programmer broadcast time on the Stations for up to twenty-four (24) hours per day, seven (7) days a week, except that, upon the provision by Licensee of sufficient prior notice to Programmer, (a) Licensee shall have the right to take the Stations off the air for

regularly scheduled or necessary maintenance; and (b) Licensee may, but is not obligated to, set aside such time as it may require on each Station, during which time Licensee may broadcast programs responsive to local issues and problems (herein after referred to as the "Licensee Programming").

1.2. Term. This Agreement shall commence on the Commencement Date, and shall continue for a period (the "Term") ending on the earliest of: (a) one (1) month (or such earlier time as the parties may mutually agree) following the termination of the APA for any reason; (b) the Closing Date, as defined in the APA; (c) termination of this Agreement pursuant to Section 6; or (d) six (6) months after the Commencement Date, unless otherwise specified by Licensee and Programmer.

1.3. Monthly Consideration. The monthly consideration to be paid by Programmer to Licensee with respect to this Agreement shall be as set forth on *Exhibit A*.

1.4. Certifications. Licensee certifies that it maintains ultimate control over the Stations' facilities, including specifically control over station finances, personnel and programming. Programmer certifies that its entry into this Agreement complies with the provisions of Section 73.3555(a) of the FCC's rules.

Section 2.

Operations

2.1. Licensee's Responsibilities and Operational Expenses.

(a) Representations and Covenants. Licensee represents, warrants and covenants to Programmer that: (1) this Agreement has been authorized by all necessary company action, is duly executed, and constitutes the valid and binding obligation of Licensee, enforceable according to its terms; (2) Licensee holds all permits and authorizations necessary for the operation of the Stations, including all FCC licenses, permits and authorizations. Licensee will continue to hold such licenses, permits and authorizations throughout the Term; (3) Licensee is not in material violation of any statute, ordinance, rule, regulation, order or decree of any federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which material default or violation would have an adverse effect on Licensee or its assets or on its ability to perform this Agreement.

(b) Expenses. Licensee shall be responsible for, and pay in a timely manner, the costs of operating the Stations (the "Operating Expenses"), including but not limited to: insurance and repair costs relating to Licensee's owned assets and operations, the Stations' telephone, delivery and postal services; income, gross receipts, sales, real property, personal property, excise and/or any other taxes of any nature whatsoever related to the Stations; salaries, payroll taxes, insurance, benefits and related costs of, or commissions earned by, Licensee's personnel employed by Licensee in the operation of the Stations; all Licensee costs related to the Programming or the Licensee Programming, specifically including all music licensing rights; lease payments, power and other utility bills and maintenance costs for the Station's studio,

transmission and tower facilities; and costs and expenses (including legal costs and filing fees) incurred in connection with the Stations' compliance with the Communications Laws. The Operating Expenses shall not include music licensing fees and expenses related to the programming and advertising sales activities of Programmer, which shall be paid directly by Programmer as provided in Section 2.2 hereof.

(c) Regulatory Compliance. Licensee shall be ultimately responsible for the control of the day-to-day operations of the Stations and for complying with the Communications Laws with respect to (a) the staffing and maintenance of the Stations' main studios; (b) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (c) the broadcast and nature of public service programming; (d) the maintenance of political and public inspection files and the Stations' logs; (e) the ascertainment of issues of community concern; (f) the preparation of all quarterly issues/programs lists; and (f) the preparation and filing with the FCC of all required material with respect to the Stations, including the Stations' biennial ownership reports and periodic employment reports. Provided, however, that Programmer shall use its best efforts to assist Licensee in complying with such requirements, to the extent reasonably requested by Licensee. Further, Programmer shall provide Licensee with all information reasonably available to Programmer with respect to the Programming which is responsive to public needs and interests so as to assist Licensee in the preparation of required programming in the satisfaction of the Station's community service needs.

(d) Licensee Personnel. An individual to be designated by Licensee (or such other person as Licensee shall designate from time to time) shall serve as the general manager of the Stations, responsible for overseeing the maintenance, operation and programming of the Stations, and for employing at least one other full-time (or the equivalent) staff person for the Stations, who shall report directly to the general manager, all to the extent required by the Communications Laws. The salaries, taxes, insurance, and related costs of the general manager and all other personnel employed by Licensee shall be included in the Operating Expenses.

(e) Studios. Licensee shall make available to Programmer at no additional consideration, access to and use of the Stations' studios, any Station equipment and other facilities owned by Licensee, as Programmer may reasonably require to accommodate its Programming and sales activities. During the Term, Licensee shall comply with the FCC's main studio rule and shall have access to the main studio 24 hours a day every day. Programmer shall cooperate with Licensee, at Programmer's expense, in making such arrangements as Licensee shall reasonably request to deliver the Programming from any remote location to the Stations' transmitter sites.

(f) FCC Licenses. Licensee shall maintain all authorizations required for the operation of the Stations in full force and effect during the Term, unimpaired by any acts or omissions of Licensee.

(g) Licensee Assets. During the Term, Licensee shall not sell, or otherwise

dispose of, any of the assets used for the operation of the Stations if such action would adversely affect Licensee's performance hereunder or the business and operations of Programmer permitted hereby.

2.2. Programmer's Responsibilities. Programmer warrants that this Agreement has been authorized by all necessary company action, is duly executed, and constitutes the valid and binding obligation of Programmer, enforceable according to its terms. Programmer shall employ and be responsible for the salaries, taxes, insurance, and related costs for all personnel used in the production of the Programming, and all other costs incurred by Programmer for the production of such programs, including but not limited to all music license fees with respect thereto. Programmer shall be responsible for any expenses incurred in the origination and/or delivery of the Programming from any remote location to the Stations' transmitter sites, and for any publicity or promotional expenses incurred by Programmer, together with all telephone charges relating to the Stations. Programmer shall be responsible for the purchase and installation of any studio, production and related equipment it desires to use with respect to the Stations and Programmer shall retain title thereto. Programmer shall be responsible for the maintenance of any such additional equipment as it may acquire. Programmer shall use due care in the use of any equipment or other property of Licensee. Programmer shall reimburse Licensee for any damage (normal wear and tear excepted) to Licensee's equipment or other property caused by Programmer or any employee, contractor, agent or guest of Programmer. Such reimbursement shall be made within five (5) days of Licensee's written notice to Programmer of the cost of such damage. In lieu of reimbursement, Programmer, at its entire expense, may repair or replace the damaged property within five (5) days of Licensee's above-referenced written notice. Such repair or replacement shall be subject to the approval of Licensee, which approval shall not be unreasonably withheld.

2.3. Advertising and Existing Programming. Programmer shall be entitled to all revenue from the sale of advertising or programming broadcast on the Stations on or after the Commencement Date, except for revenues from advertising or program time sold by Licensee for broadcast during the hours reserved for Licensee Programming.

2.4. Licensee's Liabilities. Programmer shall not assume any of Licensee's liabilities, including without limitation any liability under any single or multi-employer "employee pension benefit plan" as defined in ERISA or for taxes.

2.5. Political Time. On the later of (a) the Commencement Date or (b) fifteen (15) days before the start of any primary or general election campaign, Programmer shall clear with Licensee the rates to be charged political candidates for public office to be sure that the rate is in conformance with applicable law and policy. Each of Programmer and Licensee shall provide the other with access to all its books and records regarding the pricing of advertising sold on the Stations in order to confirm that the political rates are correct. Within twenty-four (24) hours of any request to purchase time on any Station on behalf of a candidate for public office or to support or urge defeat of an issue on an election ballot, Programmer shall report the request, and its disposition, to Licensee so that appropriate records can be placed in the public inspection files for such Station. In the event that Programmer fails to provide adequate broadcast time for the

broadcast of programming or advertising by political candidates, Licensee shall have the right to preempt Programming to make time available to these political candidates.

2.6. Licensee's Accounts Receivable. On the Commencement Date, Licensee may, at its sole option, assign to Programmer for purposes of collection any or all of Licensee's accounts receivable. Should Licensee so elect, Programmer shall use such efforts as are reasonable and in the ordinary course of business to collect the accounts receivable for a period of ninety (90) days following the Commencement Date (the "Collection Period"). This obligation, however, shall not extend to the institution of litigation, employment of counsel, or any other extraordinary means of collection. So long as an account receivable is in Programmer's possession, neither Licensee nor its agents shall make any solicitation of such account for collection purposes or institute litigation for the collection of any amounts due thereunder. All payments received by Programmer during the Collection Period from any person or entity obligated with respect to any of the accounts receivable shall be applied first to Licensee's account and only after full satisfaction thereof to Programmer's account; provided, however, that if during the Collection Period any account debtor contests in writing the validity of its obligation with respect to any account receivable, then Programmer shall return that account receivable to Licensee after which Licensee shall be solely responsible for the collection thereof. At the end of each thirty (30) days during the Collection Period (or if such day is a weekend or holiday, on the next business day), Programmer shall furnish Licensee with a list of the Accounts Receivable collected during the preceding thirty-day period, and shall remit to Licensee all amounts collected, less any salesperson's, agency and representative commissions applicable thereto that are deducted and paid by Programmer from the proceeds of such collections. Any of the accounts receivable that are not collected during the Collection Period shall be reassigned to Licensee after which Programmer shall have no further obligation to Licensee with respect to the accounts receivable; provided, however, that all funds subsequently received by Programmer (without time limitation) that can be specifically identified, whether by accompanying invoice or otherwise, as payment on any account receivable belonging to Licensee shall be promptly paid to Licensee. Programmer shall not have the right to compromise, settle or adjust the amounts of any of the accounts receivable without Licensee's prior written consent, or to withhold any proceeds of the accounts receivable or to retain any uncollected accounts receivable after the expiration of the Collection Period for any reason whatsoever. Licensee shall be responsible for the payment of all commissions due with respect to the accounts receivable. Upon the conclusion of the Collection Period, Programmer shall remit to Licensee all amounts collected by Programmer from account debtors not previously remitted to Licensee, shall assign to Licensee all uncollected Licensee Receivables and shall furnish Licensee with a compilation of the accounts and amounts collected during such period and all files concerning any uncollected Licensee Receivables, and Programmer shall have no further responsibilities hereunder except to remit promptly to Licensee any amounts subsequently received by it on account of the Licensee Receivables.

2.7. Programming and Advertising Contracts. All programming, advertising and other contracts entered into by Programmer with respect to the Stations or their broadcasts shall be in the name of Programmer and shall not obligate Licensee in any way to any party to such contracts. Licensee shall bear no obligation or liability on account of any such contracts except

with respect to Programmer and then only to the extent expressly provided in this Agreement. The right to use Programmer's programs and to authorize their use in any manner and in any media whatsoever shall be, and remain, vested in Programmer. Programmer agrees that it will not discriminate on the basis of race or ethnicity in the sale of advertising and that all of Programmer's advertising agreements will contain nondiscrimination clauses to that effect.

2.8. Payola. Programmer agrees that it will not accept, and will not permit any of its employees to accept, any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively, "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payor is identified in the program for which the Consideration was provided as having paid for or furnished such Consideration, in accordance with the Communications Laws. Programmer agrees annually, or more frequently at the request of Licensee, to have its employees, agents and independent contractors execute and provide Licensee with a Payola Affidavit, substantially in the form attached hereto as *Exhibit B*, and by this reference incorporated herein as though fully set forth herein.

2.9. Programmer Compliance with Copyright Laws. Programmer represents and warrants to Licensee that Programmer has full authority to broadcast the Programming on the Station, and that Programmer shall not broadcast any material in violation of any copyright laws. All music supplied by Programmer shall be: (i) licensed by ASCAP, SESAC or BMI; (ii) in the public domain; or (iii) cleared at the source by Programmer. Licensee will maintain ASCAP, SESAC and BMI licenses, as necessary for its own programming. The right to use the Programming and to authorize its use in any manner shall be, and shall remain, vested in Programmer.

2.10. Force Majeure Events. Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming due to acts of God, strikes or threats thereof, force majeure or any other causes beyond the control of Licensee or Programmer, as the case may be, shall not constitute a breach of this Agreement by Licensee or Programmer, respectively.

2.11. License to Use Call Signs. During the Term of this Agreement, Licensee grants Programmer the right to use the Stations' call signs in connection with and during the Programming during the Term.

2.12. Advertising, Programming and Trade Agreements.

(a) Beginning on the Commencement Date, Licensee shall assign to Programmer its rights, and Programmer shall assume Licensee's obligations, under the advertising contracts relating to the Stations in effect as of the Commencement Time (the "Advertising Contracts") and the programming contracts in effect as of the Commencement Date (the "Programming Contracts"), all of which Advertising Contracts and Programming Contracts are identified on *Exhibit D* attached hereto. In the event any third party consents necessary for such assignment are not obtained as of the Commencement Date, Programmer shall cooperate

with Licensee in arranging for or otherwise providing for the broadcast on the Stations of all advertisements and commercial matter required to be broadcast under such Advertising Contracts and of all programming matter required to be broadcast under the Programming Contracts until such consent is obtained. All amounts received prior to the Commencement Date under all Advertising Contracts for the sale of airtime to be performed or aired after the Commencement Date shall be paid by Licensee to Programmer within fifteen (15) days after the Commencement Date.

(b) With respect to agreements in effect as of the Commencement Date under which Licensee has agreed to provide commercial advertising time on the Stations after the Commencement Date in exchange for property or services in lieu of, or in addition to, cash ("Trade Agreements"), the parties shall adjust for the difference between (i) the value, as of the Commencement Date, of all advertising time required to be broadcast by the Stations after the Commencement Date pursuant to Trade Agreements, and (ii) the value of all property or services to be received by the Stations after the Commencement Date pursuant to Trade Agreements. To the extent the amount in clause (i) above exceeds the amount in clause (ii) above by more than Ten Thousand Dollars (\$10,000), Licensee shall promptly pay to Programmer the amount in excess of \$10,000. There shall be no adjustment to the extent the amount in clause (ii) exceeds the amount in clause (i) above. Beginning on the Commencement Date, Programmer shall cooperate with Licensee in arranging for or otherwise providing for the broadcast on the Stations of all advertisements and commercial matter required to be broadcast under the Trade Agreements, and shall be entitled to all goods and services to be provided to the Stations after the Commencement Date under the Trade Agreements. The Trade Agreements are identified on *Exhibit E* hereto. In the event that this Agreement terminates for reasons other than the breach of this Agreement by Programmer, and upon such termination Programmer is not the licensee of the Stations, Licensee shall air, at no cost or expense to Programmer, all of the commercial time required under the Trade Agreements in effect with respect to the Stations as of the date of such termination into which Programmer has entered in the normal and customary course of business.

(c) Licensee shall not enter into any Advertising Contracts, Programming Contracts or Trade Agreements under which Programmer shall have any liabilities or obligations.

2.13. Insurance. Licensee will maintain in full force and effect with respect to the properties and employees utilized by it to fulfill its obligations under this Agreement a general liability policy and a worker's compensation insurance policy, and will continue to maintain such insurance coverage in full force and effect throughout the Term, and will cause Programmer to be named as an additional insured thereunder. Licensee shall maintain in effect the casualty and liability insurance in effect with respect to the assets of the Stations as of the date hereof, and will cause Programmer to be named as an additional loss payee, the costs of which insurance as to the assets used in the operation of the Stations will be borne by Programmer. Programmer will maintain in full force and effect broadcaster's liability insurance naming Licensee as additional insured, and will continue to maintain such insurance coverage in full force and effect throughout the Term. The hazards insured against by such policies, and the amounts thereof, are

to be substantially similar to the hazards insured against and the amounts of coverage carried by entities of established reputations engaged in the same or similar business as Licensee or Programmer, as the case may be.

Section 3.

Prorations.

3.1. Apportionment of Income and Expense. Licensee shall be entitled to all income attributable to, and shall be responsible for all expenses arising out of, the operation of the Stations until 12:01 a.m. Eastern Time on the Commencement Date. Programmer shall be entitled to all income attributable to, and, subject to Section 2.1(b) hereof, shall be responsible for all expenses arising out of, the operation of the Stations after 12:01 a.m. Eastern Time on the Commencement Date other than for Licensee Programming. All overlapping items of income or expense shall be prorated or reimbursed, as the case may be, as of 12:01 a.m. Eastern Time on the Commencement Date.

3.2. Employee Compensation. Licensee shall pay all compensation and benefits owed to its employees up to and including the Commencement Date. Following the Commencement Date, Licensee shall continue to employ the employees listed on **Schedule 3.2** ("Designated Employees") for the term of this Agreement. Following the Commencement Date, Licensee and Programmer shall discuss the transition of Licensee's other employees (other than the Designated Employees) from Licensee to Programmer, and such employees shall transition from Licensee to Programmer as Licensee and Programmer shall mutually agree in writing. Licensee shall remain solely responsible for all severance pay, vacation time and sick leave of Licensee's employees accrued up to the Commencement Date.

Section 4.

Compliance with Regulations

4.1. Licensee Authority. Nothing in this Agreement shall abrogate the unrestricted authority of Licensee to discharge its obligations to the public and to comply with the Communications Laws. Without limiting the generality of the foregoing, Programmer recognizes that Licensee will have certain obligations to broadcast programming which covers issues of public importance in the service areas of the Stations. The parties understand that Licensee may use a substantial portion of the air time reserved to it under Section 1.1 above to air Licensee Programming.

4.2. Station Identification Announcements and EAS Tests. During all hours when Programmer is delivering the Programming for broadcast over the Stations, Programmer shall include in its Programming, at the appropriate times, the hourly station identification announcements required to be broadcast over the Stations. During all hours when Programming is being

broadcast over the Stations, Licensee shall maintain at the location from which the Programming is being originated a receiver capable of receiving test messages and alerts over the Emergency Alert System, which EAS receiver Programmer shall cause to be operated in automatic mode or be continuously monitored or otherwise operated so as to assure compliance with FCC EAS rules. If an EAS test or alert is received during the hours when Programmer is delivering its Programming for broadcast over the Stations, Programmer shall cause the appropriate EAS test or alert message to be transmitted over the Stations and shall, in the event of an actual activation of the Emergency Alert System, cause all steps that the Stations are required to take in such an event to be taken, and shall be responsible for assuring that the receipt and broadcast of all EAS tests and alerts are properly recorded in the station log.

4.3. Handling of Communications. Programmer shall provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming to enable Licensee to comply with the Communications Laws, including those regarding the maintenance of the public inspection files. Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programming unless Licensee has agreed to do so in writing. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers, or other payments for services or advertising.

4.4. Regulatory Changes. In the event of any order or decree of an administrative agency or court of competent jurisdiction, including without limitation any material change or clarification in the Communications Laws that would cause this Agreement to be invalid or violate any applicable law, and such order or decree has become effective and has not yet been stayed, the parties will use their respective best efforts and negotiate in good faith to modify this Agreement to the minimum extent necessary so as to comply with such order or decree without material economic detriment to either party, and this Agreement, as so modified, shall then continue in full force and effect.

Section 5.

Station Broadcasts

5.1. Licensee Control of Programming; Programming Policy Statement. Programmer recognizes that Licensee has full authority to control the operation of the Stations. Licensee has adopted a Programming Policy Statement (the "Policy Statement"), a copy of which appears as *Exhibit C* hereto and by this reference is incorporated herein as though fully set forth herein. The Policy Statement may be amended from time to time by Licensee, upon notice to Programmer. Programmer agrees and covenants to comply in all material respects with the Policy Statement, the Communications Laws, and all changes subsequently made thereto. Programmer shall furnish or shall cause to be furnished the artistic personnel and material for the Programming as provided in this Agreement, and all Programming shall be prepared and presented in conformity with the Communications Laws and with the Policy Statement. All advertising spots and promotional material or announcements shall comply with applicable

federal, state and local regulations and policies and the Policy Statement, and shall be produced in accordance with quality standards established by Programmer. If Licensee shall determine that any Programming supplied by Programmer is for any reason, within Licensee's sole discretion, unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement, Licensee may, upon written notice to Programmer (to the extent that time shall permit such notice) require Programmer to alter the Programming and, in the absence of such alteration to Licensee's satisfaction on a timely basis, suspend or cancel such Programming and substitute Licensee Programming or require Programmer to provide suitable programming, commercial announcements or other announcements or promotional material.

5.2. Preemption of Programming. In the event Licensee preempts Programming pursuant to the terms of this Agreement, then Programmer shall be entitled to deduct from the Monthly Consideration a prorated amount for each period (not including time set aside for Licensee Programming pursuant to Section 1.1) that is preempted by Licensee.

5.3. Failures to Broadcast. If the broadcast of any Station is interrupted or discontinued after the Commencement Date, other than as a result of circumstances or events attributable to Programmer, Programmer shall be entitled to deduct from the Monthly Consideration a prorated amount for each period in which broadcasting is interrupted on such Station. Notwithstanding the foregoing, Licensee shall have the right to take any Station off the air for up to three (3) hours per week for regular maintenance, during the hours of 1:00 a.m. to 4:00 a.m. Eastern time Monday through Sunday, without such a deduction.

5.4. Interruption of Normal Operations. Programmer shall notify Licensee if either of the following (a "Specified Event") shall occur: (i) the broadcast transmission of any Station is interrupted or discontinued (except for regular maintenance pursuant to Section 5.3); or (ii) any Station is operated at less than fifty percent (50%) of its authorized effective radiated power.

Section 6.

Termination

6.1. Circumstances Permitting Termination. This Agreement shall terminate automatically upon termination or consummation of the APA. In addition to other remedies available at law or equity, this Agreement may be terminated prior to the end of the Term as set forth below by either Licensee or Programmer by written notice to the other, if the party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following (each an "Event of Default"):

(a) This Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction, if such order or decree has gone into effect and has not been stayed, and if the parties are unable, pursuant to Section 4.4 hereof, to modify this Agreement to comply with applicable law.

(b) The other party is in material breach of its obligations hereunder and has failed to cure such breach within ten (10) days after receipt of written notice of such breach from

the party seeking to terminate; provided, however, that with respect to the interruption of normal operations, Section 5.4 shall apply and not this Section 6.1(b) and provided further that no such

notice and cure period shall pertain for any failure by Programmer to make a payment due hereunder by the date therefor.

(c) Any material representation or warranty made by either party to this Agreement, or in any certificate or document furnished by either party to the other pursuant to the provisions of this Agreement, or in the APA, proves to have been false or misleading in any material respect as of the time made or furnished.

(d) The default by Programmer (after the expiration of all applicable cure periods) in the observance or performance of any covenant or agreement contained in the APA in any material respect which entitles the other party to terminate the APA.

(e) By the mutual written consent of both parties.

6.2. Liabilities Upon Termination; Termination Fee. Upon any termination of this Agreement for any reason or upon expiration at the end of the Term, Licensee shall cooperate reasonably with Programmer to the extent permitted to enable Programmer to fulfill advertising or other programming contracts then outstanding upon termination of this Agreement; provided, however, that if Programmer terminates this Agreement without cause, Licensee shall receive as compensation for the carriage of such advertising and programming the net amounts which otherwise would have been received by Programmer hereunder (payments to Programmer minus commissions, agency fees, station rep fees and the like). Upon termination of this Agreement by Programmer without cause, there shall be no refund or adjustment in the Advance or Monthly Fees paid to that point, it being agreed that such fees were fully earned as of the time paid for the purposes of compensating Licensee for actual expenses incurred in the operation of the Stations for Programmer's benefit and for the lost profits due to Licensee's foregoing the opportunity to sell advertising on the Stations. Following termination, neither party shall have any liability to the other except as provided by this Agreement. Upon termination of this Agreement for any reason, Licensee shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities and Programmer shall return to Licensee all of Licensee's equipment or property used by Programmer, its employees or agents, in substantially the same condition as such equipment existed on the Commencement Date, ordinary wear and tear excepted.

6.3 Cure Periods. Except as provided herein, an Event of Default shall not be deemed to have occurred until the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured within ten (10) days (if a payment default) or within a reasonable period of time in light of the nature of the event and its proposed cure (if a non-payment default), would constitute an Event of Default. If not cured within the applicable cure period, the Event of Default shall be deemed to have occurred as of the date the event (that is, the act, failure to act, omission, filing, or other such occurrence) triggering the Event of Default occurred. The cure period for a failure by Programmer to supply the

Programming for broadcast by any Station shall be five (5) business days from the receipt of written notice by Licensee.

Section 7.

Indemnification

7.1. Programmer's Indemnification. Programmer shall indemnify, defend, and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description, arising out of (i) Programmer's broadcasts or Programming under this Agreement; (ii) Programmer's use of Licensee's equipment or other property; (iii) any misrepresentation or breach of any warranty of Programmer contained in this Agreement; (iv) any breach of any covenant, agreement, or obligation of Programmer contained in this Agreement; or (v) any contract between Programmer and any other party with respect to the Stations or their broadcasts.

7.2. Licensee's Indemnification. Licensee shall indemnify, defend, and hold harmless Programmer from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, arising out of (i) Licensee Programming under this Agreement; (ii) any misrepresentation or breach of any warranty of Licensee contained in this Agreement; and (iii) any breach of any covenant, agreement or obligation of Licensee contained in this Agreement.

7.3. Procedure for Indemnification. The party seeking indemnification under this Section ("Indemnatee") shall give the party from whom it seeks indemnification ("Indemnitor") prompt notice, pursuant to Section 8.6, of the assertion of any such claim, provided, however, that the failure to give notice of a claim within a reasonable time shall only relieve the Indemnitor of liability to the extent it is materially prejudiced thereby. Promptly after receipt of written notice, as provided herein, of a claim by a person or entity not a party to this Agreement, the Indemnitor shall assume the defense of such claim; provided, however, that if the Indemnitor fails, within a reasonable time after receipt of written notice of such claim, to assume the defense, compromise, and settlement of such claim on behalf of and for the account and risk of the Indemnitor, the Indemnatee shall have the right to undertake the defense, compromise and settlement of such claim on behalf of and for the account and risk of Indemnitor.

7.4. Dispute Over Indemnification. If upon presentation of a claim for indemnity hereunder, the Indemnitor does not agree that all, or part, of such claim is subject to the indemnification obligations imposed upon it pursuant to this Agreement, it shall promptly so notify the Indemnatee. Thereupon, the parties shall attempt to resolve their dispute, including where appropriate, reaching an agreement as to that portion of the claim, if any, which both concede is subject to indemnification.

Section 8.

Miscellaneous

8.1. Assignment. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party; provided, however, that either party may assign its rights under this Agreement to an entity under common control.

8.2. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

8.3. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or conditions hereof, or consent pursuant to this Agreement, will be effective unless evidenced by an instrument in writing signed by the party to be charged therewith.

8.4. Headings. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

8.5. Governing Law. The obligations of Licensee and Programmer are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Communications Laws. The construction and performance of the Agreement will be governed by the laws of the State of Delaware notwithstanding the choice of law rules used in that jurisdiction.

8.6. Notices. All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally or mailed by certified mail, return receipt requested, postage prepaid, or by an overnight carrier that provides a written confirmation of delivery, to the parties as set forth in the APA.

8.7. Attorneys' Fees. If either party initiates any litigation against the other involving this Agreement, the prevailing party in such action shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees and other costs and expenses incurred by the prevailing party in respect of that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in that proceeding.

8.8. Limitation on Damages. Notwithstanding anything here to the contrary, in the event of the default of this Agreement by either party hereto, and its failure to cure such default as provided in Section 6.3 hereof, the party not in default shall be entitled to seek, as its sole remedy, specific performance of this Agreement or, in lieu thereof, its actual damages, but not both. Neither party shall, under any circumstances, be liable for the other's special, exemplary,

punitive, incidental, or consequential damages regardless of the cause.

8.9. No Partnership or Joint Venture Created. Nothing in this Agreement shall be construed or interpreted to make Programmer or Licensee partners or joint venturers, or to make one an agent or representative of the other, or to afford any rights to any third party other than as expressly provided herein. Neither Programmer nor Licensee is authorized to bind the other to any contract, agreement or understanding. Programmer and Licensee acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties, and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.


[Remainder of page intentionally left blank; signature page follows]

[SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

PROGRAMMER:

HOMETOWN COLUMBIA, LLC

By: 
Name: Thomas G. Davis
Title: Secretary - Treasurer

LICENSEE:

DOUBLE O SOUTH CAROLINA
CORPORATION

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

PROGRAMMER:

HOMETOWN COLUMBIA, LLC

By: _____

Name: _____

Title: _____

LICENSEE:

DOUBLE O SOUTH CAROLINA
CORPORATION

By: _____

Name: _____

Title: _____