

## AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made as of December 3, , 2001 by and between University of Cincinnati ("UC") and Cincinnati Classical Public Radio, Inc. ("CCPR").

### RECITALS:

- A. UC is the Federal Communications Commission ("FCC") licensee of the non-commercial radio station using the call letters WGUC-FM ("Station").
- B. CCPR currently operates the Station under the supervision and control of UC pursuant to a Management Agreement, dated July 1, 1994 ("Management Agreement"), and a Transition Agreement, dated July 1, 1994 ("Transition Agreement"), each between CCPR and UC.
- C. UC desires to assign the license to CCPR, and CCPR desires to receive the assignment, at which time the Management and Transition Agreements will terminate.
- D. UC holds the registered United States trademark to the name "WGUC," which name is currently being used as the call letters for the Station.
- E. UC desires to grant to CCPR an exclusive, royalty-free license to use "WGUC" as the call letters for the Station after transfer of the FCC license to CCPR and for so long as this Affiliation Agreement remains in force.
- F. UC and CCPR have since 1994 had a close and mutually-supportive relationship, which the parties wish to continue after transfer of the FCC license.

NOW, THEREFORE, in consideration of the mutual promises stated herein, the parties agree as follows:

1. Term of Agreement. This Affiliation Agreement shall commence on the effective date of the transfer of the FCC license for the Station to CCPR, and shall continue thereafter until terminated in accordance with its terms.

2. Termination of Other Agreements. On the commencement date of this Affiliation Agreement, the Management Agreement and Transition Agreement will terminate and shall thereafter be of no force or effect. In particular, UC will upon such termination have no obligation of any kind to provide financial support to CCPR or the Station and CCPR will assume full and complete responsibility for all matters associated with the Station and its financial operations.

3. Grant of Trademark License. UC, as licensor, grants to CCPR, as licensee, a non-exclusive, royalty-free license to use the name "WGUC", U.S. Registration Number 1,513,626, as the call letters for the Station and in connection with the promotion of the Station. Such license shall continue during the term of this Affiliation Agreement.

4. Affiliation with College-Conservatory of Music. To further the continued close relationship between CCPR and UC, the President of CCPR and General Manager of the Station will meet at least annually with the Dean of the College-Conservatory of Music ("CCM") to develop and implement mutually agreeable programs and collaborative initiatives that will support CCM's performance and educational activities. Examples of such programs would be a plan or plans for publicizing musical and drama performances at CCM, for broadcasting selected CCM musical performances, and for instituting an internship program for qualified CCM students. The public relations officers of CCPR and CCM will work together on an ongoing basis to implement such programs and initiatives through specific means. In the event that the Dean of CCM and the President of CCPR and General Manager of the Station are unable to agree on the contemplated programs, the matter shall be referred to the President of the University and the Chairman of the Board of CCPR for resolution. Although it is not contemplated that any such programs would involve the expenditure of funds by CCPR, except for the possible provision of free air time and compensation for student interns or a contribution to the cost of supporting an internship program, the parties intend that the programs to be developed will be substantial in scope and that a failure of the parties to agree on such programs within one hundred twenty days of the commencement of discussions would constitute a material breach that could justify either party to invoke the termination provisions of this Affiliation Agreement.

5. Confirmation of Title to Assets. UC confirms the transfer of endowment funds and assets of the Station that were transferred to CCPR under the Management Agreement and Transition Agreement, and agrees to take such further steps and execute such additional documents as may be necessary or advisable to confirm CCPR's title to such funds and assets. The parties will take such actions necessary to assure that CCPR will pay all amounts due and perform all obligations of the lessee

under the Lease Agreement dated April 13, 1978, by and between Greater Cincinnati Television Educational Foundation and UC and any extensions or holdover periods related thereto so that UC will be fully protected against all obligations and liabilities it may have under such lease and/or extensions or holdover periods.

6. Right of First Refusal. CCPR agrees that it will not sell, assign, or transfer the Station's FCC license to any third party, or abandon or otherwise cease to operate the Station, without first offering to assign the FCC license to UC on the same terms and conditions as have been offered to it by such third person, or without consideration if CCPR proposes to abandon or otherwise cease to operate the Station. Upon receipt of any bona fide offer to purchase the Station's FCC license and operating assets, CCPR will promptly give UC written notification of the offer and UC shall thereafter have an opportunity to purchase the Station on the same terms and conditions as are set forth in the offer. UC's right of first refusal shall expire and become ineffective if UC does not notify CCPR in writing of its intention to exercise the same within one hundred twenty days of its receipt of the notice. If UC does not exercise its right of first refusal as provided herein, but if the sale to the third party is not consummated, the right of first refusal shall not expire but will continue in effect on the same terms and conditions during the term of this Affiliation Agreement. The foregoing right of first refusal shall survive termination of this Affiliation Agreement for so long as CCPR holds the Station's FCC license.

7. Termination. This Affiliation Agreement will terminate automatically, without the need for additional notice from either party, upon the happening of any of the following events:

- a. CCPR ceases to operate the Station;
- b. CCPR liquidates, dissolves, or otherwise ceases its corporate existence; or
- c. Either party breaches this Affiliation Agreement, and the breach remains uncured more than ninety days following the giving by the non-breaching party to the breaching party of written notice of the breach.

8. Notices. Any notice required to be given by this Affiliation Agreement shall be in writing and shall be deemed given when delivered by hand or deposited in the United States mails, first class postage prepaid, addressed to the respective party at its address set forth below, or at such other address as such party may have specified by a notice given as provided herein:

If to UC:

300 Administration Building  
Cincinnati, OH 45231  
Attn: Vice President for Finance

If to CCPR:

c/o 1223 Central Parkway  
Cincinnati, OH 45214  
Attn: Richard Eiswerth, President and General Mgr.

9. Assignment. This Affiliation Agreement is non-assignable by either party, and any purported assignment shall be null and void.

10. Entire Agreement; Amendment; Waiver. This Affiliation Agreement and any other documents or instruments executed by UC and CCPR in connection with the same constitute the entire agreement between the parties with respect to the subject matter thereof and may not be modified, amended, altered or changed except by a written agreement executed by both parties. No failure by either party to insist upon the strict performance by the other of any term or condition of this Affiliation Agreement or to exercise any right or remedy contingent upon a breach thereof shall constitute a waive of any such term or condition.

11. Governing Law. This Affiliation Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, UC and CCPR have caused their duly authorized officers to execute this Affiliation Agreement on the date first above written.

UNIVERSITY OF CINCINNATI

By: Joseph A. Steger  
Joseph A. Steger, President

CINCINNATI CLASSICAL PUBLIC  
RADIO, INC.

By: Richard E. Eberhart  
Richard Eberhart, President