

LOCAL MARKETING AGREEMENT

by and between

AR BROADCASTING, LLC

AR LICENSING, LLC

and

CUMULUS BROADCASTING LLC

for

KMJK(FM), NORTH KANSAS CITY, MO

DECEMBER 6, 2012

TABLE OF CONTENTS

Section 1.	Sale of Station Air Time.	1
1.1.	Term.	1
1.2.	Scope.	1
1.3.	Consideration.	2
1.4.	Licensee Responsibilities.	2
1.5.	Programmer Responsibilities.	2
1.6.	Contracts.	3
Section 2.	Programming Policies.	3
2.1.	Licensee Authority.	3
2.2.	Programmer Compliance with FCC Rules and Policies.	3
2.3.	Public Service Programming.	4
2.4.	Programmer Compliance with Copyright Act.	4
2.5.	Payola.	4
2.6.	Political Advertising.	4
2.7.	Control of the Station.	4
Section 3.	Indemnification.	5
3.1.	Programmer's Indemnification.	5
3.2.	Licensee's Indemnification.	5
3.3.	Limitation.	5
3.4.	Procedure for Indemnification.	5
3.5.	Survival Period.	6
Section 4.	Access to Programmer Materials and Correspondence.	6
Section 5.	Termination and Consequences.	7
5.1.	Bases for Termination.	7
5.2.	Force Majeure.	8

5.3.	Other Agreements.....	8
Section 6.	Representations and Warranties.....	8
6.1.	By Licensee.....	8
6.2.	By Programmer.....	9
Section 7.	Miscellaneous.....	9
7.1.	Assignment.....	9
7.3.	Counterparts.	9
7.4.	Entire Agreement.....	9
7.5.	Taxes.....	10
7.6.	Headings.....	10
7.7.	Governing Law.....	10
7.8.	Notices.....	10
7.9.	Severability.....	11
7.10.	No Joint Venture.....	11
7.11.	Remedies.....	11
7.12.	Waiver.....	11
ATTACHMENT I	1
ATTACHMENT II	1
ATTACHMENT III	1

LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (the "Agreement") is made as of this 6th day of December, 2012, by and between AR Broadcasting, LLC, a Nevada limited liability company ("ARB"), and AR Licensing, LLC, a Nevada limited liability company ("ARL," and together with ARB, sometimes referred to hereinafter collectively as "Licensee"), on the one hand, and Cumulus Broadcasting LLC, a Nevada limited liability company ("Programmer"), on the other hand.

WHEREAS, ARL holds licenses and other authorizations (collectively, the "FCC Licenses") issued by the Federal Communications Commission (the "FCC") for radio station KMJK(FM), North Kansas City, Missouri (FCC Facility ID No. 33713) (the "Station"); and

WHEREAS, in addition to the FCC Licenses, Licensee owns, leases or holds other assets used or useful in the operation of the Station; and

WHEREAS, Licensee and Programmer are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of September 26, 2012 by and among Licensee, CMP KC Corp., a Delaware corporation ("CMP KC"), and CMP Houston-KC, LLC, a Delaware limited liability company ("CMP Houston," and together with CMP KC, "Buyers"), pursuant to which Sellers agreed to sell, and Buyers agreed to acquire, substantially all of the assets (the "Station Assets") used or useful in the operation of the Station; and

WHEREAS, Licensee and Programmer desire to enter into this Agreement to enable Programmer to provide programming for broadcast on the Station pending consummation of the Purchase Agreement with respect to the Station Assets (the "KMJK Closing") in accordance with and subject to the terms and conditions of this Agreement.

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

Section 1. Sale of Station Air Time.

1.1. Term. The term of this Agreement (the "Term") shall commence at 12:01 a.m. on the date (the "Commencement Date") of this Agreement and shall continue in force until terminated in accordance with Section 5 of this Agreement.

1.2. Scope. On the Commencement Date, Licensee shall make the Station's facilities available to Programmer for the broadcast of programming (including advertising) for broadcast on the Station 168 hours per week; provided, that notwithstanding the foregoing, Licensee shall be entitled to broadcast programming (a) necessary to serve the needs and interests of the Station's service area between 6 a.m. and 8 a.m. on Sundays and (b) at such other times as may be required by applicable law, including but not limited to the Communications Act of 1934, as amended (the "Act"), and the FCC's rules and policies (the "FCC Rules," and with the Act, sometimes collectively referred to hereinafter as the "Communications Laws").

1.3. Consideration.

(a) Programmer shall be entitled to all revenue generated from the sale of advertising time beginning as of 12:01 a.m. on December 1, 2012 (the “Effective Time”) through the remainder of the Term. Licensee shall cooperate with Programmer in providing documents and other information concerning advertising time sold by Licensee prior to the Commencement Date and, to extent applicable, advertising time sold by Licensee after the Commencement Date in accordance with the terms and conditions of this Agreement (all of which shall be collected by Programmer).

(b) Programmer shall (i) pay a monthly fee to Licensee on or before the first day of each calendar month during the Term in accordance with Attachment I annexed hereto and (ii) reimburse Licensee for all reasonable expenses incurred by Licensee in its operation of the Station in accordance with Attachment II annexed hereto.

1.4. Licensee Responsibilities.

Licensee will have ultimate control over the management and operations of the Station during the Term of this Agreement. Except as otherwise expressly provided in this Agreement, Licensee shall (a) have sole responsibility for the Station’s compliance with all applicable provisions of the Act, FCC Rules, and all other applicable laws and government regulations, (b) have sole responsibility for the maintenance of the Station’s studio and transmission facilities, (c) have sole responsibility for payment of all expenses and capital expenditures required for the operation and maintenance of the Station’s facilities, (d) employ at its expense (i) a general manager who will direct the day-to-day operations of the Station, (ii) at least one non-management level employee, as required by FCC Rules, and (iii) such other personnel as Licensee deems appropriate or necessary for operation of the Station and its compliance with this Agreement, and (e) except as otherwise expressly set forth in this Agreement, be responsible for the payment of all salaries, taxes, insurance and other related costs and expenses for all Station personnel employed by Licensee. Whenever on the Station’s premises, all personnel, including Programmer’s employees and agents, shall be subject to supervision by Licensee’s general manager.

1.5. Programmer Responsibilities.

(a) Programmer shall be solely responsible for any expenses incurred in the origination and/or delivery of programming provided by Programmer under this Agreement, including (a) the salaries, commissions, taxes, insurance and all other related costs and expenses for all personnel involved in the production and broadcast of its programs (including but not limited to on-air personalities, engineering personnel, sales personnel, traffic personnel, board operators and other programmers and production staff members), and (b) all expenses attributable to Programmer’s sale of advertising time on the Station, including, but not limited to, commissions due to any national sales representative engaged by it for the purpose of selling national advertising which is carried during the programming it provides to Licensee. Notwithstanding any provision in this Agreement to the contrary, Programmer shall be responsible during the Term of this Agreement for fulfilling its obligation under Section 2 of that certain Management Agreement by and between Licensee and Programmer, dated as of

February 17, 2012, as amended by that certain Amendment to Management Agreement, dated as of September 26, 2012 (the "Management Agreement"), to broadcast on the Station the programming under the Programming Contracts (as defined in the Management Agreement) that was required to be broadcast on the Station.

(b) Programmer shall use commercially reasonable efforts in accordance with the procedures set forth in Section 2.10 of the Purchase Agreement for a 90-day period (the "90-Day Period") commencing on the Commencement Date to collect the accounts receivable of Licensee based on advertising broadcast on the Station prior to the Effective Time (the "Pre-Existing Accounts Receivable"); provided, that Programmer's obligation to collect the Pre-Existing Accounts Receivable shall continue for the entire 90-Day Period even if the Term should expire before expiration of the 90-Day Period because of the KMJK Closing; and, provided further, that Programmer shall have no further obligation to collect any of Licensee's Pre-Existing Accounts Receivable or other accounts receivable (defined in the Purchase Agreement as the "Receivables") after expiration of the 90-Day Period, and the Purchase Agreement is hereby amended accordingly. All monies collected by Programmer on the Pre-Existing Accounts Receivable shall be distributed to Licensee in the same manner as set forth in Section 2.10 of the Purchase Agreement.

1.6. Contracts. Neither Licensee nor Programmer will not enter into any third-party contract, lease or agreement that will bind the other party in any way.

Section 2. Programming Policies.

2.1. Licensee Authority. Notwithstanding any other provision of this Agreement, Licensee shall retain ultimate responsibility to broadcast programming to meet the needs and interests of the Station's service area. Licensee therefore retains the right to broadcast specific programming on issues of importance to the service area. Licensee shall also retain the right to interrupt Programmer's programming in case of an emergency or for programming which, in the good faith judgment of Licensee, is of greater local, regional or national public importance. Licensee shall (a) coordinate with Programmer the Station's hourly Station identification and any other announcements required to be aired by FCC Rules, (b) continue to maintain a main studio, as that term is defined by the FCC Rules, in accordance with FCC Rules, (c) maintain its local public inspection file in accordance with FCC Rules, and prepare and place in such inspection file in a timely manner all material required by the FCC Rules, including without limitation the Station's quarterly issues and program lists, (d) maintain the Station's logs, (e) receive and respond to telephone inquiries, and (f) control and oversee any remote control points which may be established for the Station.

2.2. Programmer Compliance with FCC Rules and Policies. Programmer shall comply in all material respects with the Communications Laws. Programmer shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this Agreement and all programs shall be prepared and presented in conformity with FCC Rules. All advertising spots and promotional material or announcements shall comply with applicable federal, state and local regulations and policies and shall be produced in accordance with quality standards established by Programmer. If Licensee determines, in the exercise of Licensee's sole discretion, that any broadcast material supplied by Programmer is for any reason unsatisfactory, unsuitable or contrary to the public interest, Licensee may, upon prior written notice to

Programmer (to the extent time permits such notice), suspend or cancel the broadcast of such material without incurring liability to Programmer. Licensee will use reasonable efforts to provide such written notice to Programmer prior to the suspension or cancellation of such material. Programmer shall use reasonable efforts to notify Licensee 24 hours in advance of material changes in the programming provided by Programmer for broadcast on the Station.

2.3. Public Service Programming. Programmer shall cooperate as reasonably requested by Licensee to help Licensee ensure the broadcast of programming responsive to the needs and interests of the Station's service area in compliance with FCC Rules. Programmer shall also provide Licensee with information in Programmer's possession to enable Licensee to prepare records and reports required by FCC Rules.

2.4. Programmer Compliance with Copyright Act. Programmer represents and warrants to Licensee that Programmer shall not broadcast any material in violation of the Copyright Act, 17 U.S.C. §101 et seq. The right to use programming supplied by Programmer and to authorize its use in any manner shall be and remain vested in Programmer.

2.5. Payola. Neither Programmer nor its employees shall 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 payer is identified as required by the Communications Laws in the program for which Consideration was provided as having paid for or furnished such Consideration. On each anniversary date of this Agreement, or more frequently at the reasonable request of the Licensee, Programmer shall provide Licensee with a Payola Affidavit executed by Programmer and separate Payola Affidavits executed by each of its employees involved with the Station, with each Payola Affidavit to be substantially in the form attached hereto as Attachment III.

2.6. Political Advertising. Licensee shall have sole responsibility for the Station's compliance with all provisions of the Communications Laws with respect to political access and advertising. Programmer shall assist Licensee in complying with those provisions of the Communications Laws regarding political broadcasting. Licensee shall promptly supply to Programmer, and Programmer shall promptly supply to Licensee, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with the Communications Laws, including the lowest unit rate, equal opportunities, reasonable access, and political file and related requirements. Licensee shall, in consultation with Programmer, develop a statement which discloses its political broadcasting rates and policies to political candidates, and Programmer shall follow those rates and policies in the sale of political programming and advertising. In the event that Programmer fails to satisfy the political broadcasting requirements under the Communications Laws, then, to the extent reasonably necessary to assure compliance with such requirements, Programmer shall either provide rebates to political advertisers or release broadcast time and/or advertising availabilities to Licensee at no cost to Licensee for use by the affected political candidates.

2.7. Control of the Station. Programmer shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of the Station. Such

operations, including ultimate control and supervision of all of the programs, employees, and policies of the Station, shall be the sole responsibility of Licensee. To ensure that Licensee shall have the unfettered ability to control and supervise all programs, employees and policies of the Station, Licensee shall retain unrestricted access to and the right to use at all times the Station's transmitter, studio and other facilities that were previously made available to Licensee under that certain Facilities Use Agreement by and between Licensee and Programmer, dated as of February 17, 2012, as amended by that certain Amendment to Facilities Use Agreement, dated as of September 26, 2012 (the "Facilities Use Agreement"), with the understanding that there will be no cost to Licensee for the right to use such facilities. In performing its responsibilities hereunder, Licensee shall use all commercially reasonable efforts to avoid interfering with Programmer's programming and operations.

Section 3. Indemnification.

3.1. Programmer's Indemnification. Programmer shall indemnify and hold Licensee harmless from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and expenses) of every kind, nature and description (collectively, "Damages") resulting from (a) Programmer's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) Programmer's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) Programmer's violation of the Copyright Act, the Communications Laws, forfeitures imposed by the FCC with respect to Programmer's broadcast operations, slander, defamation or other third-party claims relating to programming provided by Programmer, and Programmer's broadcast and sale of advertising time on the Stations.

3.2. Licensee's Indemnification. Licensee shall indemnify and hold Programmer harmless from and against any and all Damages resulting from (a) Seller's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) Seller's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) Licensee's violation of the Copyright Act or the Communications Laws, forfeitures imposed by the FCC with respect to Licensee's broadcast operations, slander, defamation or other third-party claims relating to programming provided by Licensee, and Licensee's broadcast and sale of advertising time on the Station.

3.3. Limitation. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this section unless such claim for indemnification is asserted in writing and delivered to the other party within the time frame set forth in Section 3.5.

3.4. Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the "Claimant") shall promptly give written notice to the party from which indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Claimant, such notice shall be given by Claimant no later than ten (10) business days after written notice of such action, suit, or proceeding was given to Claimant;

provided, that the failure to timely give notice shall extinguish the Claimant's right to indemnification only to the extent that such failure adversely affects the Indemnifying Party's rights.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant shall make available to the Indemnifying Party or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree in writing at or prior to the expiration of the 30-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim or such amount as agreed to by the parties. If the Claimant and the Indemnifying Party do not agree within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek any remedy available to it at law or equity.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right, at its own expense, to assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not assume or retain control of the defense, it shall be bound by the results obtained by the Claimant with respect to such claim; provided, that the Claimant shall not settle any third party claim without first giving the Indemnifying Party ten (10) business days' prior notice of the terms of such settlement and providing the Indemnifying Party with the opportunity to assume or resume the defense, as the case may be.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every commercially reasonable effort to reach a decision with respect thereto as expeditiously as possible.

(e) The indemnification rights provided herein shall extend to the partners, members, shareholders, directors, officers, employees, representatives and successors and permitted assigns of any Claimant; provided, that for the purpose of the procedures set forth in this Section 3.4, any indemnification claims by such parties shall be made by and through the Claimant.

3.5. Survival Period. The representations and warranties of the parties under this Agreement shall survive for a period of one (1) year after termination of this Agreement in accordance with its terms. Any claim for indemnification under this section must be made on or before expiration of that one-year period.

Section 4. Access to Programmer Materials and Correspondence. Licensee shall be entitled to review at its discretion from time to time on a confidential basis any of Programmer's programming material it may reasonably request. Programmer shall promptly provide Licensee

with copies of all correspondence and complaints received from the public (including any telephone logs of complaints called in) and copies of all program logs and promotional materials. Nothing in this section shall entitle Licensee to review the internal company or financial records of Programmer.

Section 5. Termination and Consequences.

5.1. Bases for Termination.

(a) This Agreement shall be terminated upon the occurrence of any of the following circumstances (with the understanding that, in the case of clauses (ii) and (iii), the party seeking to terminate the Agreement is not then in material breach of any representation, warranty, or obligation hereunder):

(i) subject to the provisions of Section 7.8, by either party if this Agreement is declared invalid or illegal in whole or material part by an order or decision of a governmental authority or court of competent jurisdiction and such order or decision has not been stayed or has become final (meaning that it is no longer subject to further administrative or judicial reconsideration or review and the time periods for requesting or initiating such review under applicable law or government regulation have expired without such request having been made);

(ii) by Licensee, if Programmer is in material breach of its representations, warranties or obligations under this Agreement and has failed to cure such breach within thirty (30) days after receipt of notice from Licensee;

(iii) by Programmer, if Licensee is in material breach of its representations, warranties, or obligations under this Agreement and has failed to cure such breach within thirty (30) days after receipt of notice from Programmer;

(iv) the mutual written consent of both parties;

(v) by Licensee or Programmer, if there is a material change in FCC Rules that would cause this Agreement to be in violation thereof, and (x) such change has become final and is no longer subject to further administrative or judicial reconsideration or review and (y) this Agreement cannot be reformed in a manner reasonably acceptable to Programmer and Licensee, to remove and/or eliminate the violation;

(vi) automatically, upon the KMJK Closing; or

(vii) automatically, upon expiration or termination of the Purchase Agreement; provided, that if there has been no KMJK Closing by the date of expiration or termination of the Purchase Agreement, the parties shall (or shall cause their affiliates to, as applicable) re-commence operations under and in accordance with the Facilities Use Agreement and the Management Agreement, each as in effect immediately prior to the execution of this Agreement (subject to any amendments required by Schedule 6.9 to the Purchase Agreement) in

accordance with Section 6.9 of the Purchase Agreement for a period of six (6) months from the date of expiration or termination of the Purchase Agreement.

(b) During any period prior to the effective date of any termination of this Agreement, Programmer and Licensee shall cooperate in good faith to ensure that Station's operations will continue, to the extent feasible, in accordance with the terms of this Agreement and in a manner that will minimize, to the extent feasible, the resulting disruption of the Station's ongoing operations.

(c) Upon termination of this Agreement, Programmer will be responsible for collecting accounts receivable generated from the sale of time by Programmer during the Term of the Agreement; provided, that Licensee shall (i) provide Programmer with such information as Programmer may reasonably request to facilitate those collection efforts and (ii) promptly remit to Programmer with ten (10) business days of receipt any and all monies paid to or received by Licensee for such accounts receivable of Programmer.

5.2. Force Majeure. Any failure or impairment of the Station's facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Licensee, or for power reductions necessitated for maintenance of the Station or for maintenance of other communications facilities located on the tower from which either Station is broadcasting, shall not constitute a breach of this Agreement, and Licensee will not be liable to Programmer for reimbursement or reduction of the consideration owed to Licensee.

5.3. Other Agreements. During the Term of this Agreement, neither Licensee nor Programmer will enter into any other agreement with any third party that would conflict with or result in breach of this Agreement by Licensee or Programmer.

Section 6. Representations and Warranties.

6.1. By Licensee. Licensee represents and warrants to Programmer that (a) each of ARB and ARL has all requisite company power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Licensee hereunder, (b) the execution, delivery, and performance by Licensee of this Agreement and the documents contemplated hereby have been duly authorized by all necessary company actions on the part of Licensee, (c) this Agreement has been duly executed and delivered by Licensee and, upon execution by Programmer, constitutes the legal, valid, and binding obligation of Licensee, enforceable against Licensee in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, and (d) the execution, delivery, and performance by Licensee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party, (ii) will not conflict with any provision of the organizational documents of Licensee; and (iii) will not conflict with, constitute grounds for

termination of, result in a breach of, or constitute a default under, any material agreement, instrument, license, or permit to which ARB or ARL is a party or by which either of them is bound.

6.2. By Programmer. Programmer represents and warrants to Licensee that (a) it has all requisite company power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Programmer hereunder, (b) the execution, delivery, and performance by Programmer of this Agreement and the documents contemplated hereby have been duly authorized by all necessary company actions on the part of Programmer, (c) this Agreement has been duly executed and delivered by Programmer and, upon execution by Licensee, constitutes the legal, valid, and binding obligation of Programmer, enforceable against Programmer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, and (d) the execution, delivery, and performance by Programmer of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party, (ii) will not conflict with any provision of the organizational documents of Programmer; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any material agreement, instrument, license, or permit to which Programmer is a party or by which it is bound.

Section 7. Miscellaneous.

7.1. Assignment.

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

(b) Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party; provided, that Programmer may assign its rights and obligations under this Agreement at any time, upon prior written notice to Licensee, to any subsidiary of Programmer or to any other party controlled by or under common control with Programmer; provided that no such assignment shall relieve Programmer of any of its obligations or liabilities under this Agreement.

7.2. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but both of which together will constitute one and the same instrument. Signatures delivered by facsimile or electronically shall be treated as original signatures and sufficient to make this Agreement effective.

7.3. Entire Agreement. This Agreement (including the Attachments hereto) embodies the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings of the parties. No amendment to this Agreement will be effective unless evidenced by an instrument in writing signed by both parties.

7.4. Taxes. Licensee and Programmer shall each pay its own ad valorem taxes, if any, which may be assessed on such party's respective personal property for the periods that such items are owned by such party.

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

7.6. Governing Law. The construction and performance of the Agreement will be governed by the laws of the State of New York without regard to conflict of law principles.

7.7. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery or by commercial overnight delivery service, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service, and (d) addressed as follows (or as such information may be changed in accordance with this section):

To Programmer: Cumulus Broadcasting LLC
Suite 2300
3280 Peachtree Road NW
Atlanta, GA 30305
Attention: Richard S. Denning, Vice President
Fax: (404) 260-6877

With copy to: Pillsbury Winthrop Shaw Pittman LLP
2300 N Street NW
Washington, DC 20037
Attention: Lewis J. Paper, Esq.
Fax: (202) 663-8007

To Licensee: AR Broadcasting, LLC
c/o Patrick Communications LLC
6805 Douglas Legum Drive, Suite 100
Eldridge, Maryland 21075
Attention: W. Lawrence Patrick
Fax: (410) 799-1705

With copy to: Kaye Scholer LLP
425 Park Avenue
New York, New York 10022
Attention: Stephen C. Koval, Esq.
Michael D. Messersmith, Esq.
Fax: (212) 836-6419
(312) 583-2368

7.8. Severability.

(a) It is the parties' intention that this Agreement comply with the Communications Laws.

(b) If this Agreement is challenged by or before the FCC, whether or not in connection with the Station's license renewal application, Licensee and Programmer shall jointly defend this Agreement and the parties' performance hereunder throughout all FCC proceedings. Each party shall bear any and all expenses incurred by it for such defense, including counsel fees. If the parties cannot reform this Agreement as necessary to satisfy any adverse FCC decision, the parties shall seek reversal of the FCC's decision.

(c) If any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent by any court or governmental authority of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event the FCC should determine there is a substantial and material question as to the validity of any provision of this Agreement, the parties shall promptly negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with the Communications Laws while attempting to preserve, as closely as practical, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

7.9. No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture, partnership, or agency relationship between Licensee and Programmer.

7.10. Remedies. In the event that either party breaches or threatens to breach any provision of this Agreement, the other party shall be entitled to seek any remedy available at law or equity, including, if appropriate, specific performance. If either party seeks specific performance for an actual or threatened breach of its obligations (other than payment of money required hereunder), the other party or parties shall waive the defense that the moving party has an adequate remedy at law. If either party institutes litigation to enforce its rights under this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorneys' fees.

7.11. Waiver. No waiver of any provision of this Agreement shall be effective unless contained in a writing signed by the party charged with the waiver. A waiver in any one instance shall not constitute a waiver of any other action or omission in any other instance, regardless of how similar to the action or omission covered by the waiver. No delay in either party's enforcement of any right hereunder shall, in and of itself, be deemed to be a waiver.

7.12. Certifications.

(a) In accordance with Note 2 of Section 73.3555 of FCC Rules, Licensee hereby certifies that it maintains ultimate control over the Station's facilities, including specifically control over Station finances, personnel and programming.

(b) Programmer hereby certifies that this Agreement complies with the provisions of paragraphs (b) through (d) of Section 73.3555 of FCC Rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

AR BROADCASTING, LLC

By: AR Broadcasting Holdings, Inc., its sole member

By: W. Lawrence Patrick
Name: W. Lawrence Patrick
Title: Chief Executive Officer

AR LICENSING, LLC

By: AR Broadcasting, LLC, its sole member

By: AR Broadcasting Holdings, Inc., its sole member

By: W. Lawrence Patrick
Name: W. Lawrence Patrick
Title: Chief Executive Officer

[Local Marketing Agreement]

CUMULUS BROADCASTING LLC

By: Richard S. Denning
Name: Richard S. Denning
Title: Vice President & General Counsel

ATTACHMENT I

MONTHLY FEE

[REDACTED]

ATTACHMENT II
STATION EXPENSES & OPERATIONS

[REDACTED]

ATTACHMENT III

Payola Statement

FORM OF PAYOLA AFFIDAVIT

County of _____)
)
) SS:
)
State of _____)

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

_____, being first duly sworn, hereby states as follows:
Print Name

1. I am _____ for _____.
Position Employer
2. I have acted in the above capacity since _____, _____.
month year
3. To my knowledge, no matter has been broadcast by [CALL SIGN] in [COMMUNITY OF LICENSE, STATE] (the "Station") for which money, service or other valuable consideration has been directly or indirectly paid, promised to, charged, or accepted by or from any third party, including, without limitation, any individual, general or limited partnership, corporation, firm, limited liability company or partnership, association or any other legal entity (collectively, "Person"), which matter at the time of broadcast was not announced or otherwise indicated as paid for or furnished by such Person.
4. To my knowledge, no matter has been broadcast by the Station for which money, service or other valuable consideration has been directly or indirectly paid, promised to, charged, or accepted by the Station or by any independent contractor engaged by the Station in furnishing programs, from any Person, which matter at the time of broadcast was not announced or otherwise indicated as paid for or furnished by such Person.
5. I will not pay, promise to pay, request, or receive any money, service or any other valuable consideration, direct or indirect, from any Person in exchange for purposes of influencing, or attempting to influence, the production or preparation of any matter broadcast on the Station.
6. Except as set forth in the Appendix to this affidavit, neither I nor my immediate family (which includes any spouse and children) have any present direct or indirect ownership interest in (other than less than 5% of the voting stock in a corporation whose stock is

publicly traded), serve as an officer or director of (whether with or without compensation), or serve as an employee of, any Person engaged in any of the following:

- a. the publishing of music;
- b. the production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electronic transcriptions of any program material intended for radio or television broadcast use;
- c. the exploitation, promotion, or management of individuals rendering artistic, production and/or other services in the entertainment industry;
- d. the ownership or operation of radio or television stations;
- e. the wholesale or retail sale of records or CDs made available for purchase by the public; or
- f. advertising on the Station.

Signature

Subscribed and sworn to before me

This ____ day of _____, 20 __.

Notary Public

My Commission expires: _____.