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RECEIVED

June 15, 2004

JUN 15 2004

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Via Hand Delivery

Marlene H. Dortch, Esq.
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, DC 20554

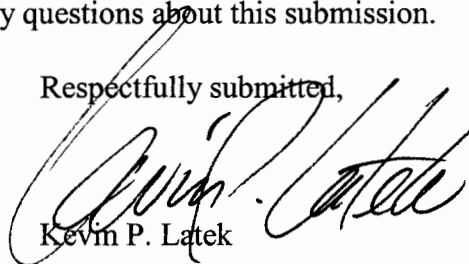
Re: KMER(AM), Kemmerer, Wyoming (Facility ID No. 10335)
KAOX(FM), Kemmerer, Wyoming (Facility ID No. 31169)
KDWY(FM), Diamonville, Wyoming (Facility ID No. 77947)
Lease Management Agreement

Dear Ms. Dortch:

On behalf of Simmons-SLC, LS, LLC ("Simmons Media"), licensee of the above-referenced radio stations, we hereby submit in duplicate a Lease Management Agreement (the "agreement") between Simmons Media and Carroll Media Services, LLC ("Carroll"). Under this agreement, Carroll provides programming for broadcast on the radio stations and obtains an option to purchase KMER(AM).

Please let me know if you have any questions about this submission.

Respectfully submitted,



Kevin P. Latek

Enclosure

cc (w/encl.): James R. Carroll
for Carroll Media Services, LLC

bcc (w/encl.): Mr. Bret Leifson (public inspection file copy)
John R. Feore, Jr., Esquire

LEASE MANAGEMENT AGREEMENT

THIS LEASE MANAGEMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of June 1, 2004 (the "**Effective Date**") by and between Simmons-SLC, LS, LLC ("**Licensee**"), and Carroll Media Services, LLC, a Wyoming limited liability company ("**Broker**");

WITNESSETH:

WHEREAS, Licensee is the owner and licensee of radio stations KMER(AM) and KAOX(FM), licensed to Kemmerer, Wyoming, and KDWY(FM), licensed to Diamondville, Wyoming (collectively, the "**Stations**" and individually, a "**Station**"); and

WHEREAS, Broker desires to provide programming to be transmitted on the Stations pursuant to the provisions hereof and the applicable rules and regulations of the FCC; and

WHEREAS, Licensee desires to accept and to transmit programming supplied by Broker on the Stations, while maintaining control over the Stations and continuing to broadcast Licensee's own public-interest programming on the Stations; and

WHEREAS, Licensee desires to grant to Broker an option to purchase station KMER(AM) on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises, undertakings, covenants, and agreements of the parties contained in this Agreement, Licensee and Broker hereby agree as follows:

1. **Facilities.** Licensee agrees to make broadcasting transmission facilities available to Broker and to broadcast on the Stations, or cause to be broadcast, Broker's programs.

2. **Term of Agreement.** This Agreement shall commence at 12:01 a.m., Salt Lake City, Utah time, on the Effective Date and, subject to the terms and conditions of this Agreement, shall continue until the earliest of (i) 1:00 p.m., Salt Lake City, Utah time, on the 12th month anniversary of the Effective Date (the "**Expiration Date**") unless extended per the terms set forth before.

Provided that no default by Broker under this Agreement has occurred and is then continuing and provided that no event has occurred which, with the giving of notice or lapse of time, would constitute such a default, Broker shall have the option (the "**Extension Option**") to extend the term of this Agreement for additional one-year terms (each an "**Extension Term**") upon the same terms and conditions as are contained in this Agreement. The Extension Option shall only be exercisable by Broker giving Licensee written notice of such exercise at least ninety (90) but not more than one hundred twenty (120) days prior to the date on which the term of this Agreement would expire but for such extension. From the date that Licensee receives a notice of the exercise of an Extension Option, Licensee shall have ten (10) working days to give written notice to Broker that it is denying the Extension Option (the "**Denial Notice**"). If Licensee does not give a Denial Notice within the required

time period, the Extension Option shall be valid. If Licensee gives a valid Denial Notice, then this Agreement shall terminate at the end of the current term.

3. Payments.

3.1 Amount of Payments. Broker hereby agrees to pay Licensee for the broadcast of the programs hereunder the "Monthly Sum" (defined herein below), prorated (using a 30-day month) for any partial months during the term. As used herein, "Monthly Sum" shall mean \$[REDACTED]

3.2 Manner of Payments. The Monthly Sum shall be due and payable in full on the Effective Date and each subsequent monthly anniversary thereof and shall be prorated for partial months. The failure of Licensee to demand or insist upon prompt payment in accordance herewith shall not constitute a waiver of its right to do so. If Broker shall have produced and made available programming to air on the Stations as provided herein and such programming does not air due to Licensee preempting such programming other than in accordance with Section 10 or 11 below, or if for any reason Licensee is unable to broadcast such programming through no fault of Broker, or if this Agreement is terminated for any reason (other than a breach of this Agreement by Broker) prior to the end of a month, then Broker shall receive a payment credit to be determined by multiplying (i) the Monthly Sum by (ii) the ratio of the amount of time not aired to the total number of broadcast hours allotted to Broker each month pursuant to Section 5.1 below.

4. Programs. Broker 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 in accordance with the requirements and regulations of the Federal Communications Commission (the "FCC"). All programs shall be prepared and presented in conformity with the regulations of the FCC. All advertising spots and promotional material or announcements shall comply with all applicable federal, state and local regulations and policies and shall be produced in accordance with quality standards established by Licensee.

5. Stations Facilities and Operations.

5.1 Operation of Stations. Throughout the term of this Agreement, Licensee shall make the Stations available to the Broker for operation with the authorized facilities 24 hours a day, seven days a week, except for (i) at least two hours each week on Sunday morning between the hours of 7:00 a.m. and 11:00 a.m. during which Licensee will be responsible for public affairs programming dealing with issues affecting the Stations' service areas, and (ii) downtime occasioned by routine maintenance (which in the case of routine maintenance will be scheduled, to the extent practicable, to not exceed two hours each Monday morning between the hours of 1:00 a.m. and 5:00 a.m.). Licensee will use its reasonable efforts to perform any maintenance work affecting the operation of the Stations at off-peak hours. It is further understood and agreed that Licensee shall continue to retain full authority and control over operation of the Stations during the course of this Agreement; to be responsible for assessment of the needs and interests of the community; and to determine that the programs presented are responsive to such needs and interests, and that all programming continues to meet all federal,

state and local laws, including those that govern political broadcast time, presentation of lottery material, proper sponsor identification, and other programming in the public interest. Broker also agrees that all such programming as presented by Broker will be in full compliance with all such applicable rules and regulations. Licensee shall also continue to be responsible for maintenance of the Stations' public files in good order as required by the FCC, including timely placement of a copy of this Agreement in the files; to prepare and timely file in such files the quarterly issues/programs list as required by the FCC's rules; to timely file with the FCC all required reports or other records as required by the FCC; and to otherwise comply in all respects with the FCC rules and regulations, including those rules and regulations regarding requests for political advertising. Broker agrees to cooperate fully in the gathering, compilation and completion of all such reports as may be required by Licensee. Broker agrees that Licensee will not owe any payment credit pursuant to Section 3.2 for any maintenance performed on the Stations between the hours of 1:00 a.m. to 5:00 a.m., Monday through Sunday.

5.2 Interruption of Normal Operations. If the Stations suffer loss or damage of any nature to any of their transmission facilities which results in the interruption of service or the inability of the Stations to operate with their authorized facilities, Licensee shall notify Broker, and shall undertake (or authorize Broker to undertake on Licensee's behalf and at Licensee's expense) such repairs as necessary to restore the full-time operation of the Stations with their authorized facilities as soon as practicable.

5.3 Studio Location. Licensee shall maintain a main studio ("Main Studio") for each Station that is capable of providing a broadcast quality signal to the Stations' transmission facilities and located in accordance with the rules and regulations of the FCC. To facilitate delivery of programming by Broker to Licensee hereunder, Licensee hereby grants to Broker the non-exclusive right for the term of this Agreement to use the equipment located in the Main Studios and currently used by Licensee for broadcasting programs on the Stations pursuant to this Agreement (the "Broadcast Equipment"). In addition, Broker shall have, and Licensee hereby grants to Broker, a nonexclusive license to enter the Main Studios for purposes of producing its programming hereunder. Such licenses shall apply only to the Stations and may not be assigned by Broker. Broker shall maintain the Broadcast Equipment free and clear of liens, claims or encumbrances of any third party claiming by, through or under Broker.

5.4 Transmission Facility. Licensee shall operate the Stations' transmission facilities in accordance with the authorizations issued to Licensee by the FCC.

5.5 Call Letters. Licensee hereby grants to Broker a non-exclusive license to utilize the call letters of the Stations during the term of this Agreement solely for the purpose of delivering programming and selling advertising in connection therewith, in accordance with this Agreement. Broker, however, shall not be required to use such call letters. At Broker's request and sole expense, Licensee shall submit an application for and pursue a change in the Stations' call letters, as reasonably directed by Broker.

6. Handling of Mail. Except as required to comply with FCC rules and policies, including those regarding the maintenance of the public inspection files (which shall at all times remain the responsibility of Licensee), Licensee shall not be required to receive or handle mail,

cables, telegraph or telephone calls in connection with programs broadcast hereunder unless Licensee at the request of Broker has agreed in writing to do so.

7. Programming and Operations Standards. Broker understands that broadcast program content must comply with certain proscriptions including but not limited to those governing the broadcast of obscenity and indecency; presentation of contests; lottery information; credit terms; broadcast of telephone conversations; and political equal access, and covenants that any such programming supplied by Broker will be in full compliance with such restrictions. In addition, Broker will promptly notify Licensee of any violation of any such restriction that takes place and agrees to hold Licensee harmless for any damages, fines or other liability or loss that might result from any such broadcast program. Broker further agrees to cooperate fully with Licensee in complying with the FCC's applicable rules and regulations that govern the sale and placement of political advertising.

8. Responsibility for Employees and Expenses.

8.1 Licensee's Responsibilities and Operational Expenses. Licensee shall be responsible for, and pay in a timely manner, all costs of operating the Stations, including but not limited to, software license fees, utilities, lease rent, tower rent, insurance, and Licensee's employees working at the Stations. As soon as possible at the end of each month, Licensee shall deliver to Broker an invoice of operating expenses for the previous month, supported where reasonably possible by copies of all invoices or other statements, which together constitute the "invoice" to Broker. The "invoice" shall be paid by Broker to Licensee no later than twenty (20) business days after delivery.

8.2 Adjustments.

(a) Licensee may broadcast up to two (2) hours of Licensee Programming per week, pursuant to Section 5.1 hereof, without any adjustment to the Monthly Sum. If at any time during the term of this Agreement the Station shall fail to carry Brokered Programming for an amount of time for which Broker shall have offered such Brokered Programming for transmission by the Station, other than the two (2) hours per week specified in the preceding sentence and other than as provided in Section 12, the Monthly Sum payable to Licensee by Broker shall be reduced by a pro rata amount (established by reference to the Monthly Sum.)

(b) Notwithstanding the provisions of Subsection 3.2 hereof, the Monthly sum payable to Licensee by Broker shall not be reduced if Licensee shall determine, in its sole discretion, that Licensee Programming, as defined in Section 5.1 hereof, in an amount exceeding two (2) hours per week, shall be necessary to be broadcast by the Station in order to fulfill FCC requirements or Licensee's obligations as an FCC licensee.

9. Advertising and Program Revenues. Broker shall retain all revenues for the sale of advertising time on the programs it delivers to the Stations and may sell such advertising in combination with the sale of advertising on any other broadcast stations that Broker may choose.

Licensee shall retain the revenue from the sale of any advertising on the Stations on programs not produced or delivered to it by Broker.

10. Control of Stations. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Stations during the period of this Agreement. Licensee shall provide and pay for a management level employee and another employee who shall report solely to and be accountable solely to Licensee and who shall direct the day-to-day operation of the Stations. Licensee shall retain control over the policies, programming and operations of the Stations, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to preempt any programs in order to broadcast a program deemed by Licensee to be of greater national, regional or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of Wyoming, the rules, regulations, and policies of the FCC (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal governmental authorities. From time to time as requested by Licensee, Broker shall provide Licensee with information to enable Licensee to prepare records, reports and logs required by the FCC or other local, state or federal governmental agencies.

11. Special Events. Notwithstanding anything to the contrary in this Agreement, Licensee reserves the right, in its discretion, to preempt any of the broadcasts of the programs referred to herein, and to use part or all of the time contracted for herein by Broker for the broadcast of events of special importance. In all such cases, Licensee will use its best efforts to give Broker reasonable notice of its intention to preempt such broadcast or broadcasts.

12. Force Majeure. Any failure or impairment of the Stations facilities or any delay or interruption in broadcasting programs, or the failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes, or threats thereof, force majeure, or to causes beyond the control of Licensee, shall not constitute a breach of this Agreement, and Licensee will not be liable to Broker, except to the extent allowing in each such case an appropriate payment credit for time not provided or broadcasts not carried based upon a pro rata adjustment to amounts due as specified in Section 3 calculated upon the length of time during which the failure or impairment exists or continues.

13. Right to Use the Programs. The right to use the programs produced by Broker and to authorize their use in any manner and in any media whatsoever shall be, and remain, vested solely in Broker. Broker shall retain all copyrights to programs, slogans, trade names, logos and all other rights associated with the programs produced by Broker.

14. Payola. Broker agrees that it will not accept any compensation or any kind of gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, materials, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with the FCC's requirements.

15. Compliance with Law. Broker agrees that, throughout the term of this Agreement, Broker will comply with all laws and regulations applicable in the conduct of

Licensee's business and Broker acknowledges that Licensee has not urged, counseled or advised the use of any unfair business practice. In the event that any new law or regulation is adopted which results in a material change in the terms of this arrangement (for example, but not limited to, a restriction on the number of hours which may be brokered), the parties agree to negotiate in good faith to modify this Agreement to conform as closely as possible to the interests of both Broker and Licensee and, in the event of their inability to so modify the Agreement, Broker or Licensee may without penalty terminate the Agreement on 60 days' notice to the other, or such earlier time as the FCC may require.

16. Indemnification: Warranty. Broker will indemnify and hold Licensee harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trade marks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast or programming furnished by Broker. Further, Broker warrants that the broadcasting of its programs will not violate any rights of others and Broker agrees to indemnify and hold Licensee, the Stations, and their respective officers, directors, agents, stockholders, employees, and subsidiaries, harmless from any and all claims, damages, liability, costs and expenses, including reasonable attorneys' fees, arising from the broadcasting of such programs. Licensee reserves the right to refuse to broadcast any and all programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third-party claims to be, violative of any right of theirs or which may constitute a personal attack as the term is and has been defined by the FCC.

Licensee will indemnify and hold Broker harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trade marks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights arising from Licensee's preemption and broadcast of Licensee's own programs. Further, Broker's and Licensee's obligation to hold each other harmless against the liabilities specified above shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation. Unless an indemnifying party assumes the defense of a claim for which indemnity is sought hereunder on behalf of the indemnified party, the indemnified party shall have the right to employ its own counsel to conduct such defense (which shall be at the expense of the indemnifying party). The indemnified party shall render to the indemnifying party and its counsel such assistance as they may reasonably require in order to insure the proper and adequate defense of any claim for which indemnity is sought hereunder. Neither party will settle any claim for which indemnity is sought or owed under this Section 16 in a manner which imposes any cost or penalty on the other party without the other party's prior written consent.

17. Events of Default; Cure Periods and Remedies.

17.1 Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default under the Agreement:

(a) Non-Payment. Broker's failure to timely pay the consideration provided for in Section 3 hereof ("**Payment Default**") for a period of five business days after written notice of such non-payment.

(b) **Covenant Default.** The failure of either party to observe a material provision hereunder for a period of thirty (30) days after written notice of such non-observance.

(c) **Insolvency Events.** The occurrence of any of the following events:

(i) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Broker in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Broker or for any substantial part of its property, or ordering the winding up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 30 consecutive days; or

(ii) the commencement by Broker of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by it to the appointment to or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Broker or for any substantial part of its property, or the making by Broker of any assignment for the benefit of creditors, or the admission by Broker in writing of its inability to pay its debts generally as they become due.

17.2 **Termination Upon Default.** If an Event of Default occurs, this Agreement shall automatically terminate (unless the non-defaulting party otherwise elects in writing), and the non-defaulting party may take all action necessary to remove Broker's access to Licensee's broadcasting transmission facilities and receive from the defaulting party such damages or other remedies as are available at law or at equity.

17.3 **Liabilities Upon Termination.** Broker shall be responsible for all liabilities, debts and obligations of Broker accrued from the purchase of air time and transmission facilities including, without limitation, accounts payable, barter agreements and unaired advertisements. Upon termination, Broker shall return to Licensee any Broadcast Equipment or other property of the Stations used by Broker, its employees or agents, in substantially the same condition as such Broadcast Equipment or other property existed on the Effective Date, ordinary wear and tear excepted.

17.4 **Termination upon Order of Judicial or Governmental Authority.** In the event that any court of competent jurisdiction or any federal, state or local governmental authority designates a hearing with respect to the continuation or renewal of the main licenses held by Licensee for the operation of the Stations, or orders the termination of this Agreement, Licensee shall seek administrative or judicial appeal of, or relief from, such order(s). If the FCC designates the renewal application of the Stations for a hearing as a consequence of this Agreement or for any other reason, Licensee shall be responsible for its expenses incurred as a consequence of the FCC proceeding; provided, however, that Broker shall cooperate and comply with any reasonable request of Licensee to assemble and provide to the FCC information relating to Broker's

performance under this Agreement. In the event of termination upon such governmental order(s), Broker shall pay to Licensee any fees due but unpaid as of the date of termination as may be permitted by such order(s), and Licensee shall reasonably cooperate with Broker to the extent permitted to enable Broker to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such programming that which otherwise would have been paid to Broker thereunder.

18. Lease Management Challenge. If this Agreement is challenged at the FCC, Licensee and Broker will jointly defend this Agreement. If portions of this Agreement do not thereafter receive the approval of the FCC staff, the parties shall reform this Agreement, or at Broker's option and expense, seek reversal of the staff decision and approval from the full FCC on appeal.

19. Option to Purchase.

19.1 Grant of Option. Licensee hereby grants to Broker, and Broker hereby accepts, the exclusive, irrevocable right and option (the "**Option**") to acquire from Licensee the assets related to and the FCC Licenses for station KMER(AM) (the "**Station Assets**").

19.2 Option Period. The Option may be exercised by Broker anytime during the period commencing on the Effective Date and shall expire upon the termination of this Agreement (the "**Option Period**").

19.3 Exercise of Option. Broker may exercise this Option by providing written notice to Licensee of its election to exercise the Option (the "**Exercise Notice**"). Such notice must be received prior to the expiration of the Option Period.

19.4 Terms of Purchase Agreement. Within thirty (30) days of the date of the Exercise Notice, Licensee and Broker shall negotiate in good faith and enter into an asset purchase agreement for the sale of the Station Assets to Broker (the "**Purchase Agreement**"). The Purchase Agreement shall provide for a purchase price ("**Purchase Price**") for the Station Assets of Two Hundred Thousand Dollars (\$200,000). Broker shall receive a credit towards the Purchase Price equal to the total of all Monthly Sums paid pursuant to this Agreement up through and to the closing of the purchase of the Station Assets.

20. Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effected unless the same shall be in writing and signed by the party adversely affected by the waiver or modification, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

21. No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Broker in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Broker herein

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provided are cumulative and are not exclusive of any right or remedy which they may otherwise have.

22. Construction. This Agreement shall be construed in accordance with the laws of the State of Wyoming, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other governmental bodies or authorities presently or hereafter to be constituted.

23. Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that Broker may not assign this Agreement to any party without the prior written consent of Licensee.

25. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart.

26. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if mailed by certified mail, return receipt requested, or delivered by a nationally recognized "next-day" delivery service, to the parties at the addresses set forth below (or at such other address for a party as shall be specified by like notice), or sent by facsimile to the number set forth below (or such other number for a party as shall be specified by proper notice hereunder):

If to Broker:

Carroll Media Services, LLC
Attn: James R. Carroll
1510 Canyon Road
Kemmerer, Wyoming 83101
Phone: 307-877-6308
Fax: 307-877-5524

with a copy to:

If to Licensee:

David E. Simmons
Simmons-SLC, LS, LLC
515 South 700 East, #1C
Salt Lake City, Utah 84102
Phone: 801-524-2600
Fax: 801-323-9314

with a copy to:

Laurie S. Hart, Esq.
Callister Nebeker & McCullough
Gateway Tower East, Suite 900
10 East South Temple
Salt Lake City, UT 84133
Phone: 801-530-7456
Fax: 801-364-9127

27. Entire Agreement. This Agreement embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alterations, modification or change of this Agreement shall be valid unless by like written instrument.

28. Severability. In the event that any of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

29. Intended Beneficiaries. The rights and obligations contained in this Agreement are hereby declared by the parties hereto to have been provided expressly for the exclusive benefit of such entities as set forth herein and shall not benefit, and do not benefit, any unrelated third parties.

30. Mutual Contribution. The parties to this Agreement and their counsel have mutually contributed to its drafting. Consequently, no provision of this Agreement shall be construed against any party on the ground that such party drafted the provision or caused it to be drafted or the provision contains a covenant of such party.

31. FCC Certification. Licensee hereby certifies that it will maintain ultimate control over the Stations' facilities, including specifically control over Station finances, personnel and programming. Notwithstanding the foregoing, Licensee shall have no power to set the terms and conditions of employment for on-air personnel utilized for or in connection with programming broadcast on the Stations originated by or in conjunction with Broker. Broker hereby certifies that this Agreement complies with Section 73.3555(a)(1) of the FCC's rules, 47 C.F.R. 73.3555(a)(1). In addition, neither Broker nor any person or entity associated with Broker shall

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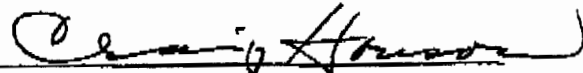
have the ability to set the terms and conditions for on-air personnel utilized for programming originated by Licensee and broadcast on the Stations during the term of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

LICENSEE:

Simmons-SLC, LS, LLC

By: 
~~David E. Simmons, Manager~~
G. CRAIG HANSEN, MGR.

BROKER:

Carroll Media Services LLC

By: 
Jimmy R. Carroll, Manager