

LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (this “*Agreement*”), made as of the ____ day of _____, 2006, is among CBS Radio Stations Inc., a Delaware corporation, and CBS Radio Holdings, Inc., a Virginia corporation (together, the “*Licensee*”), and Wilks Broadcast-Columbus LLC, a Delaware limited liability company (the “*Columbus Programmer*”), and Wilks Broadcast-Kansas City LLC, a Delaware limited liability company (the “*Kansas City Programmer*” and, together with the Columbus Programmer, the “*Programmer*”), and, solely for the purposes of **Section 11**, Wicks Radio Group LLC, a Delaware limited liability company (the “*Guarantor*”).

RECITALS

Licensee is the licensee of and operates the following radio broadcast stations (each of the following, a “*Station*,” and collectively, the “*Stations*”):

WHOK-FM, Lancaster, OH (Facility ID No. 72311)
WLVQ(FM), Columbus, OH (Facility ID No. 11277)
WAZU(FM), Circleville, OH (Facility ID No. 64717)
W272AT, Columbus, OH (Facility ID No. 72310)
KBEQ-FM, Kansas City, MO (Facility ID No. 48961)
KCKC(FM), Kansas City, MO (Facility ID No. 11279)
KFKF-FM, Kansas City, KS (Facility ID No. 34431)
KMXV(FM), Kansas City, MO (Facility ID No. 2446)

Licensee and Programmer are parties to an asset purchase agreement, dated as of October 10, 2006 (the “*Purchase Agreement*”), pursuant to which Licensee has agreed to sell and Programmer has agreed to purchase the Stations on the terms and conditions set forth therein. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Purchase Agreement.

Pending consummation of the transactions provided in the Purchase Agreement, Programmer desires to acquire time on the Stations for its programming and advertising, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the Federal Communications Commission (the “*FCC*”).

Therefore, for and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SALE OF TIME

1.1 Broadcast of Programming. During the Term (as defined below), Licensee shall make available broadcast time on the Stations for the broadcast of Programmer's programs (the "*Programming*") for up to 168 hours a week except for: (a) downtime occasioned by routine maintenance consistent with prior practice and upon 48 hours prior notice to Programmer; (b) 2 hours between 5:00 a.m. and 9:00 a.m. on Sunday mornings on the Stations and at other times mutually agreeable to Licensee and Programmer during which time Licensee may broadcast programming designed to address the concerns, needs and interests of the Stations' listeners; (c) times when Programmer's programs are not accepted or are preempted by Licensee in accordance with this Agreement; and (d) times when the Stations are not broadcasting because of Force Majeure Events (as defined below).

1.2 Advertising and Programming Revenues. During the broadcast time on the Stations made available to Programmer pursuant to the terms of this Agreement, Programmer shall have full authority to sell for its own account commercial time on the Stations. Programmer shall retain all revenues from the broadcast or sale of all advertising time on any and all of the Stations and all other sources of revenue and advertising, to the extent the foregoing relate to programming provided for broadcast on the Stations by Programmer or to the extent such revenues relate solely to the actions or activities of Programmer related to any or all of the Stations on or after the Commencement Date (as defined below), and all the same shall be the sole and exclusive assets of Programmer.

1.3 Force Majeure. Any failure or impairment of facilities, any delay or interruption in broadcasting the Programming, or any failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, force majeure, or any other causes beyond the reasonable control of Licensee or Programmer (collectively, "*Force Majeure Events*"), shall not constitute a breach of this Agreement, and neither Licensee nor Programmer, as the case may be, will be liable to the other party therefor.

1.4 Main Studios and Studio Equipment. Programmer may originate the Programming from Licensee's existing office and studio facilities for the Stations (the "*Main Studios*"), using the studio equipment located in the Main Studios (the "*Studio Equipment*"). To enable Programmer to fulfill its obligations hereunder, Licensee shall make the Main Studios and Studio Equipment, including all production, programming, office, computer, telephone and other equipment and facilities of or used by Licensee in connection with any of the Stations, available on an exclusive basis, for no additional consideration, to Programmer for its use for the production of the Programming and sale of advertising under this Agreement. Programmer shall be entitled to locate any and all personnel as it deems appropriate at the Main Studios. Programmer shall not allow any other persons other than its employees, advisors, consultants or representatives to enter the Main Studios without the express prior permission of Licensee. Programmer agrees to take reasonable care of the Main Studios and the Studio Equipment, subject to

ordinary wear and tear, and to comply with any rules and regulations enacted by any landlord for the buildings housing the Main Studios.

1.5 Payments. In consideration of the rights granted under this Agreement, Programmer shall pay Licensee the fee and reimburse certain of Licensee's costs as provided in Schedule 1.5 hereto.

1.6 Term. The term of this Agreement (the "*Term*") shall commence at 12:01 a.m., local Station time (the "*LMA Effective Time*"), on the next day following the date of this Agreement (the "*Commencement Date*"), and shall terminate on the earlier of (a) 12:01 a.m. on the date of the consummation of the purchase of the Stations pursuant to the Purchase Agreement, (b) 12:01 a.m. on the date that is the last day of the first full calendar month following the date of the termination of the Purchase Agreement for any reason other than the closing thereunder, except that, if the Purchase Agreement is terminated, Licensee shall have the option to terminate this Agreement upon not less than 10 days written notice to Programmer, and (c) such time as this Agreement is terminated in accordance with its terms pursuant to **Section 8**.

1.7 License to Use Call Signs, Trademarks and Domain Names. Licensee hereby grants Programmer a license to use Licensee's call signs and trademarks and names included in the Station Assets (the "*Marks*") and Licensee's Internet domain names, Internet URLs and Internet web sites included in the Station Assets (the "*Web Sites*") in connection with the broadcast and promotion of the Programming and the other activities contemplated by this Agreement during the Term. Programmer agrees that the nature and quality of all services rendered by it in connection with the Marks and Web Sites shall conform to reasonable quality standards set by and under the control of Licensee to the extent consistent with past practice of the Stations. If Licensee becomes aware of any fact which in its opinion indicates that Programmer is using the Marks or Web Sites in connection with programming that does not conform with Licensee's reasonable quality standards, Licensee may notify Programmer in writing of such facts and request that Programmer conform its use of the Marks and Web Sites to Licensee's reasonable quality standards. If Programmer does not conform its use of the Marks or Web Sites with reasonable promptness, Licensee may terminate the license granted hereby as to the Marks or Web Sites in question upon not less than 30 days prior written notice to Programmer, if such non-conformance is not corrected within such 30-day period. Programmer agrees to cooperate with Licensee to control the nature and use of the Marks and Web Sites, to supply Licensee with audio tapes and uses of the Marks and Web Sites upon Licensee's reasonable request, and to use the Marks and Web Sites only in connection with its providing programming on the Stations hereunder. Programmer further agrees to notify Licensee in writing of any legal action commenced against it which relates to the Marks, the Web Sites or to the quality of the Programming within 10 days of notice to Programmer of such action.

2. OBLIGATIONS AND RIGHTS OF LICENSEE

Programmer acknowledges and agrees that Licensee is and shall remain responsible for operating the Stations in the public interest and controlling the day-to-day

operations of the Stations in conformance with its FCC licenses, permits and authorizations. Without limiting the generality of the foregoing, Licensee and Programmer agree as follows:

2.1 Licensee's Absolute Right to Reject Programming. Licensee shall have the absolute right to reject any Programming, including advertising announcements or other material, which Licensee reasonably determines is contrary to the public interest, the Communications Act of 1934, as amended (the "*Communications Act*"), or the FCC's rules, regulations and policies (the "*Rules*," and together with the Communications Act, the "*Communications Laws*"). Licensee reserves the right to refuse to broadcast any Programming containing any matter that Licensee in its sole discretion believes is, or may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Stations to be, violative of any third party intellectual property rights, defamatory, indecent, obscene, profane or otherwise in violation of law. Licensee may take any other actions necessary to ensure the Stations' operations comply with the laws of the United States, the laws of the State of Missouri, the State of Kansas, the State of Ohio, the Communications Laws (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. Licensee may suspend, cancel or refuse to broadcast any portion of the Programming pursuant to this **Section 2.1** without reduction or offset in the payments due Licensee under this Agreement.

2.2 Licensee's Right to Preempt Programming for Special Events and Public Interest Programming. Licensee shall have the absolute right to preempt Programming in order to broadcast a program deemed by Licensee, in its sole discretion, to be of greater national, regional or local public interest or significance, or to provide public service programming, and to use part or all of the hours of operation of the Stations for the broadcast of events of special importance. In all such cases, Licensee will use commercially reasonable efforts to give Programmer reasonable advance notice of its intention to preempt the Programming. Licensee may preempt the Programming under this **Section 2.2** without reduction or offset in the payments due Licensee under this Agreement.

2.3 Licensee's Public Service Programming. Licensee shall have the right to preempt Programming in order to broadcast public service programming at the times set forth in **Section 1.1** hereof.

2.4 Political Advertising, Public File, Etc. The parties acknowledge that Licensee is ultimately responsible for complying with the Communications Laws with respect to (a) 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); (b) the broadcast and nature of public service programming; (c) the maintenance of political and public inspection files and the Stations' logs; (d) the ascertainment of issues of community concern and (e) the preparation of all quarterly issues/programs lists.

2.5 Maintenance and Repair of Transmission Facilities. Subject to Schedule 1.5 of this Agreement, Licensee shall use commercially reasonable efforts to maintain the Stations' transmission equipment and other related facilities, including the antennas, transmitters and transmission lines, in good operating condition, and Licensee shall continue to contract with local utility companies for the delivery of electrical power to the Stations' transmitting facilities at all times in order to ensure operation of the Stations. Subject to Schedule 1.5 of this Agreement and Section 4.5 of the Purchase Agreement, Licensee shall undertake such repairs as are necessary to maintain full-time operation of the Stations with their maximum authorized facilities as expeditiously as reasonably possible following the occurrence of any loss or damage preventing such operation. Licensee shall make all transmitters, transmitter buildings, transmission services and tower sites available to Programmer 24 hours a day, every day of the year, at no charge, for the purposes contemplated by this Agreement and including without limitation for the placement and use, at Programmer's sole cost and expense, of the broadcast equipment that Programmer reasonably deems necessary to obtain the benefits of and fulfill Programmer's rights and responsibilities under this Agreement.

2.6 Main Studio. Licensee shall maintain a main studio for each of the Stations as required under the Communications Laws.

3. OBLIGATIONS AND RIGHTS OF PROGRAMMER

Programmer shall not take any action, or omit to take any action, materially inconsistent with Licensee's obligations under the Communications Laws to retain ultimate responsibility for the programming and technical operations of the Stations. Whenever at the Main Studios or otherwise on the Stations' premises, all of Programmer's personnel shall be subject to the supervision and the direction of the General Manager(s) and/or the Stations' Chief Operator(s). Without limiting the generality of the foregoing, Programmer agrees as follows:

3.1 Compliance with Laws and Station Policies. All Programming shall conform in all material respects to all applicable provisions of the Communications Laws, all other laws or regulations applicable to the broadcast of programming by the Stations, and the programming regulations prescribed in Schedule 3.1 hereto. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee of the Stations.

3.2 Cooperation with Licensee. Programmer, on behalf of Licensee, shall furnish or insert within the Programming all Station identification announcements required by the Communications Laws, and shall, upon request by Licensee, provide (a) information about Programming that is responsive to the public needs and interests of the area served by the Stations, so as to assist Licensee in the preparation of any required programming reports, and (b) other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the

Stations, including all records and information pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the Rules and The Bipartisan Campaign Reform Act of 2002.

Programmer additionally agrees that broadcasts of sponsored programming addressing political issues or controversial subjects of public importance will comply with the provisions of Section 73.1212 of the Rules. Programmer shall consult with Licensee and adhere in all material respects to all applicable provisions of the Communications Laws, with respect to the carriage of political advertisements and political programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to “equal opportunities”) and the charges permitted for such programming or announcements. Programmer shall cooperate with Licensee to ensure compliance with the Rules regarding Emergency Alert System tests and alerts.

3.3 Payola and Plugola. Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Stations, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act and the related Rules.

3.4 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 assist Licensee in its compliance with the requirements of the Communications Laws, including those regarding the maintenance of the public inspection file. Licensee shall not be required to receive or handle mail, facsimiles, e-mails 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.

3.5 Compliance with Copyright Act. All music in the Programming shall be (a) licensed by a music licensing agent such as ASCAP, BMI, or SESAC, (b) in the public domain or (c) cleared at the source by Programmer. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Stations.

4. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

4.1 Licensee's Responsibility for Employees and Expenses.

(a) During the Term, Licensee will employ full-time management-level employee(s) for the Stations (the "*General Manager(s)*"), who shall report and be solely accountable to Licensee and shall be responsible for overseeing the operations of the Stations, and staff-level employee(s), who shall report to and assist the General Manager(s) in the performance of his or her duties. As of the Commencement Date, the Licensee's General Manager(s) and staff-level employee(s) for the Stations shall be those employees identified on Schedule 4.1 hereto. Licensee shall also retain qualified Chief Operator(s), as that term is defined in the Communications Laws, for the Stations. The Chief Operator(s) shall have the duties and responsibilities of a "Chief Operator" under the Communications Laws.

(b) Subject to Schedule 1.5 hereto, Licensee shall be responsible for timely paying: (i) all lease payments under the Real Property Leases, including all lease payments for the Stations' transmitter sites, whether in use or not, and all taxes and other costs incident thereto, including insurance costs, (ii) all utility costs (telephone, electricity, etc.) relating to the transmitter sites, (iii) all maintenance and repair costs for the transmitting equipment that are Licensee's responsibility under **Section 2.5**, (iv) all costs, including utilities, real estate and personal property taxes, insurance and maintenance, relating to the ownership of the Owned Real Property (as defined in the Purchase Agreement), (v) the salaries, taxes, insurance and related costs for Licensee's personnel identified on Schedule 4.1 hereto and (vi) all FCC regulatory or filing fees.

4.2 Programmer's Responsibility for Employees and Expenses.

(a) Programmer shall provide any transmitter duty operators required for the operation of the Stations during any period when the Programming is being broadcast. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel and facilities used in fulfillment of its rights and obligations under this Agreement.

(b) Programmer shall be responsible for timely paying all costs, including fees to ASCAP, BMI and SESAC, attributable to the Programming that is delivered by Programmer for broadcast on the Stations. The parties acknowledge and agree that Programmer shall obtain its own ASCAP, BMI and SESAC licenses as of the Commencement Date and shall not use, operate under, or be responsible for the payment of any fees in connection with, the ASCAP, BMI or SESAC licenses held by Licensee.

(c) Programmer shall maintain at its expense and with reputable insurance companies commercially reasonable coverage for broadcaster's liability insurance, worker's compensation insurance and commercial general liability insurance.

5. ASSIGNMENT AND ASSUMPTION OF CERTAIN AGREEMENTS, RIGHTS AND OBLIGATIONS

5.1 Assignment and Assumption. On the Commencement Date, except as set forth in Schedule 5.1 hereto and to the extent provided in clause (b) of **Section 5.2** below, Licensee shall assign to Programmer, and Programmer shall assume and undertake to pay, discharge, perform or satisfy (a) the liabilities, obligations and commitments of Licensee under the Station Contracts, as defined in the Purchase Agreement, to the extent they arise or relate to any period from and after the LMA Effective Time (the “*Assumed Contracts*”), and (b) the liabilities and obligations relating to Transferred Employees to the extent required under Section 4.8 of the Purchase Agreement. In addition, Licensee shall transfer to Programmer, and Programmer shall assume, any title to any owned motor vehicles included in the Station Assets on the Commencement Date.

5.2 Third-Party Consents. Licensee shall promptly use its commercially reasonable efforts to obtain all third-party consents necessary for the assignment of any Assumed Contract. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Assumed Contract or in any way adversely affect the rights of Licensee or Programmer thereunder. If such consent is not obtained prior to the Commencement Date, (a) Licensee shall use its commercially reasonable efforts to (i) obtain such consent as soon as possible after the Commencement Date, (ii) provide to Programmer the financial and business benefits of any such Assumed Contract and (iii) enforce, at the request of Programmer, for the account of Programmer, any rights of Licensee arising from any such Assumed Contract; and (b) Programmer shall, to the extent it receives such financial and business benefits, assume the obligations under such Assumed Contract in accordance with this Agreement. Notwithstanding the foregoing, neither Licensee nor any of its Affiliates shall be required to pay consideration (except as may be specifically contemplated by the relevant Assumed Contract) to any third party to obtain any consent.

5.3 Allocation. Notwithstanding anything to the contrary contained in this Agreement, all obligations assumed pursuant to **Section 5.1** hereof, including the obligations under the Assumed Contracts, and all other obligations of Programmer relating to the Columbus Stations hereunder shall be solely the obligation and responsibility of the Columbus Programmer (and not the Kansas City Programmer), and all obligations assumed pursuant to **Section 5.1** hereof, including the obligations under the Assumed Contracts, and all other obligations of Programmer relating to the Kansas City Stations hereunder shall be solely the obligation and responsibility of the Kansas City Programmer (and not the Columbus Programmer).

6. PRORATIONS; ACCOUNTS RECEIVABLE

6.1 Proration of Income and Expenses. All assets and liabilities relating to the Station Assets, to the extent assigned or assumed pursuant to this Agreement (respectively, the “*Prorated LMA Station Assets*” and the “*Prorated LMA Assumed Obligations*”), shall be prorated as of the LMA Effective Time in accordance with the principles and procedures and using the time frames set forth in Section 1.7 of the Purchase Agreement; provided, however, (a) any references in Section 1.7 of the Purchase Agreement to Seller, Buyer, Effective Time and Closing Date shall mean Licensee, Programmer, LMA Effective Time and Commencement Date respectively, and (b) any references in such section to Prorated Station Assets or Prorated Assumed Obligations shall mean the Prorated LMA Station Assets and Prorated LMA Assumed Obligations, respectively.

6.2 Accounts Receivable.

(a) On the Commencement Date, Licensee shall designate Programmer as its agent solely for the purpose of collecting the cash accounts receivable for the Stations existing at the LMA Effective Time (the “*Accounts Receivable*”). Licensee shall deliver to Programmer, on or immediately after the Commencement Date, a complete and detailed statement of the Accounts Receivable. Programmer shall use commercially reasonable efforts to collect the Accounts Receivable during the period (the “*Collection Period*”) beginning at the LMA Effective Time and ending on the 120th day following the Commencement Date consistent with Programmer’s practices for collection of its accounts receivable (but without obligation to institute proceedings or use any other extraordinary means of collection). Any payment received by Programmer (i) at any time following the LMA Effective Time, (ii) from a customer of the Stations after the LMA Effective Time that was also a customer of the Stations prior to the LMA Effective Time and that is obligated with respect to any Accounts Receivable and (iii) that is not designated as a payment of a particular invoice or invoices or as a security deposit or other prepayment, shall be presumptively applied to the accounts receivable for such customer outstanding for the longest amount of time and, if such accounts receivable shall be an Accounts Receivable, the amount thereof so collected less (A) all commissions, if any, earned by or payable in respect of such Accounts Receivable to (x) any Transferred Employee under an employment agreement in effect as of the date of this Agreement or (y) any agent of Licensee under an Assumed Contract (other than Katz Communications) and, in each case, not theretofore paid by Licensee, and (B) all employment taxes related thereto which Programmer elects to pay (collectively, the “*Commission Amounts*”), shall be remitted to Licensee in accordance with **Section 6.2(b)**; provided further, however, that if, prior to the LMA Effective Time, Licensee or, after the LMA Effective Time, Licensee or Programmer, received or receives a written notice of dispute from a customer with respect to an Accounts Receivable that has not been resolved, then Programmer shall apply any payments from such customer to such customer’s oldest, non-disputed accounts receivable, whether or not an Accounts Receivable. Programmer shall obtain the prior written approval of Seller before referring any of the Accounts Receivable to a collection agency or to an attorney for collection. If

Licensee receives a payment from an account debtor of the Stations, Licensee shall promptly notify Programmer thereof.

(b) On or before the fifth Business Day following the end of each calendar month in the Collection Period, Programmer shall deposit into an account identified by Licensee the amounts collected during the preceding month of the Collection Period with respect to the Accounts Receivable, less all Commission Amounts in immediately available funds by wire transfer. Programmer shall furnish Licensee with a list of the amounts collected during such calendar month and in any prior calendar months with respect to the Accounts Receivable and a schedule of the amount remaining outstanding under each particular account. Licensee shall be entitled during the 60-day period following the Collection Period to inspect and/or audit the records maintained by Programmer pursuant to this **Section 6.2**, upon reasonable advance notice and during normal business hours.

(c) Following the expiration of the Collection Period, Programmer shall have no further obligations under this **Section 6.2**, except that Programmer shall immediately pay over to Licensee any amounts, less all Commission Amounts, subsequently paid to it with respect to any Accounts Receivable. Following the Collection Period, Licensee may pursue collections of all the Accounts Receivable, and Programmer shall deliver to Licensee all files, records, notes and any other materials relating to the Accounts Receivable and shall otherwise cooperate with Licensee for the purpose of collecting any outstanding Accounts Receivable. Licensee shall, on or before the fifth Business Day following the end of the calendar month in which any of the Accounts Receivable is collected by Licensee or any of its Affiliates, pay to Programmer all Commission Amounts paid by Programmer to Transferred Employees in respect of such Accounts Receivable, to the extent such commission would be paid to such Transferred Employees under the employment agreements with such employees in effect as of the date of this Agreement.

(d) Programmer acknowledges that Licensee may maintain all established cash management lockbox arrangements in place on the Commencement Date for remittance until such time as Licensee deems appropriate to close such lockboxes. Programmer agrees to update the Accounts Receivable aging reports to reflect all Licensee lockbox receipts, and Licensee agrees to cooperate with Programmer to keep the Accounts Receivable age reports current. In addition, Licensee shall, on or before the fifth Business Day following the end of the calendar week in which any of Programmer's receivables are received by Licensee through its lockbox, remit to Programmer such receivable collections.

(e) If Programmer or Licensee fails to remit any amounts collected or required to be paid, as the case may be, pursuant to this **Section 6.2**, such amount shall bear interest at the prime rate (as reported by The Wall Street Journal or, if not reported thereby, by another authoritative source) as in effect from time to time from the date such amount was due until the date of actual payment.

7. INDEMNIFICATION

7.1 Indemnification. From and after the LMA Effective Time, each of Programmer and Licensee (the “*Indemnifying Party*”) shall indemnify, defend, protect and hold harmless the other, its Affiliates, and their respective employees, officers, directors, shareholders and agents, and the successors and assigns of any of them, from and against, and reimburse them for, all Losses arising from claims by third parties against the applicable indemnified party relating to (a) programming or content provided by the Indemnifying Party, whether broadcast on the Stations, posted on a Station website, or included in any Station Internet stream, including any Losses arising from any investigation initiated or fines or forfeitures imposed by the FCC and any Losses arising from any claim for libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right; (b) the use and/or occupancy of the Stations, any of the Station Assets, the Main Studios or the Studio Equipment by the Indemnifying Party or any employee, agent or invitee of the Indemnifying Party, including any Losses arising from any claims for damages for injuries to or death of persons and for damages to property arising out of such use and/or occupancy; or (c) any breach by the Indemnifying Party of any representation, warranty, covenant or other agreement hereunder.

7.2 Procedure for Indemnification, Computation of Indemnifiable Losses and Sole Remedy. The provisions of Sections 7.3, 7.4 and 7.5 of the Purchase Agreement shall apply with respect to matters covered by this Article 7 as if the indemnifying party under this Agreement were the indemnifying party under said Sections 7.3, 7.4 and 7.5, and as if the indemnified party under this Agreement were the indemnified party under said Sections 7.3, 7.4 and 7.5, and as if such matters covered hereby were covered by said Sections 7.3, 7.4 and 7.5.

8. TERMINATION FOR ANY REASON OTHER THAN THE CLOSING

8.1 Termination. This Agreement may be terminated as follows:

(a) By either Licensee or Programmer, upon written notice to the other party, if, subject to **Section 10.4**, this Agreement shall have been declared invalid or illegal in whole or in material part by an order or a decree of the FCC or any other administrative agency or court of competent jurisdiction, and such order or decree shall have become final and shall no longer be subject to further administrative or judicial review;

(b) By the mutual written consent of both parties; or

(c) As provided in **Section 1.6** hereof.

8.2 Effect of Termination.

(a) If this Agreement expires or is terminated for any reason other than the occurrence of the Closing under the Purchase Agreement, the parties shall cooperate in good faith to restore the status quo ante, including but not limited to the following:

(i) Programmer shall assign, transfer and convey to Licensee all of Programmer's rights in, to and under the Assumed Contracts (as the same may have been renewed, modified or extended in the ordinary course of business), and all new contracts entered into in the ordinary course of business, or otherwise approved by Licensee, pertaining to any of the Stations, in each case, that remain in effect on the date of such termination and all agreements with advertisers existing on the date of such termination (collectively the "*Reassumed Contracts*"). Programmer and Licensee shall use commercially reasonable efforts to promptly obtain and deliver to Licensee (or to such other person as is directed by Licensee), at Licensee's expense, any necessary consents to the assignment of the Reassumed Contracts to Licensee (or such other person as is directed by Licensee).

(ii) Licensee shall assume from Programmer all liabilities, obligations and commitments of Programmer arising or accruing on or after the date of termination pursuant to the Reassumed Contracts, and Programmer shall be responsible only for those obligations under the Reassumed Contracts arising at or after the LMA Effective Time and prior to the termination of this Agreement.

(iii) Licensee and Programmer shall prorate to the effective date of termination and promptly pay thereafter the payments, reimbursements and fees provided for hereunder.

(iv) Licensee shall cooperate reasonably with Programmer to the extent necessary and take all actions reasonably necessary to enable Programmer to fulfill all advertising or other programming contracts and commitments then outstanding, in which event Licensee shall be entitled to receive as compensation for the carriage of such advertising or programming that consideration which shall have already been paid to Programmer, or which otherwise would have been paid to Programmer in respect of such advertising.

(v) Licensee shall use its commercially reasonable efforts to collect the accounts receivable of Programmer in respect of the Stations generated pursuant to this Agreement and to remit the same to Programmer for a period of 120 days following the date of termination of this Agreement in accordance with the procedures set forth in **Section 6.2** (substituting Programmer for Licensee and Licensee for Programmer, as appropriate).

(vi) Programmer shall return to Licensee any equipment or property of the Stations used by Programmer, its employees or agents, in the same condition, in all material respects, as such equipment existed on the date hereof, reasonable and ordinary wear and tear expected.

(vii) Licensee shall offer employment to the Transferred Employees who are then employed by Programmer on the date of termination as provided in accordance with Section 4.8 of the Purchase Agreement as if Licensee were Buyer and Programmer were Seller thereunder and if such date of termination were the “Employment Commencement Date” thereunder.

(b) No expiration or termination of this Agreement shall terminate the indemnification obligations of Programmer or Licensee hereunder.

9. REQUIRED FCC CERTIFICATIONS

9.1 Licensee’s Certification. Licensee hereby certifies that it shall maintain ultimate control over the Stations’ facilities, including specifically control over the Stations’ finances, personnel, and programming.

9.2 Programmer’s Certification. Programmer hereby certifies that this Agreement complies with the provisions of Section 73.3555(a) of the FCC’s rules and regulations.

10. MISCELLANEOUS

10.1 Amendment, Modification or Waiver. No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

10.2 No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement 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 the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

10.3 Governing Law; Waiver of Jury Trial. The construction and performance of this Agreement shall be governed by the laws of the State of New York without regard to its principles of conflict of law. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a New York state or federal court located in New York County, New York, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. **THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE**

IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. The parties hereto hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

10.4 Change in FCC Rules or Policies; Severability. In the event that the FCC determines that this Agreement does not comply with the Communications Laws, the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws. In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect.

10.5 Construction. Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

10.6 No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

10.7 Entire Agreement. This Agreement and the Purchase Agreement, and the exhibits and schedules hereto and thereto, embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

10.8 Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights under this Agreement without the other party's prior written consent, which consent may not be unreasonably withheld or delayed.

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

10.10 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing.

If to Licensee:

CBS Radio Inc.
1515 Broadway, 46th Floor
New York, NY 10036
Attention: Walter Berger
Facsimile: (212) 846-3999

With a copy, which shall not constitute notice, to:

CBS Corporation
51 W. 52nd Street
New York, NY 10019
Attention: General Counsel
Facsimile: (212) 975-4215

and

Leventhal Senter & Lerman PLLC
2000 K Street, N.W.
Suite 600
Washington, DC 20006-1809
Attention: Steven A. Lerman, Esq.
Facsimile: (202) 293-7783

If to Programmer:

Wilks Broadcast Group LLC
3775 Mansell Road
Alpharetta, GA 30022
Attention: Mr. Jeffrey Wilks
Facsimile: (770) 408-6388

With copies, which shall not constitute notice, to:

The Wicks Group of Companies, L.L.C.
405 Park Avenue
New York, NY 10022
Attention: Mr. Jamie Weston
Facsimile: (212) 223-2109

Golenbock Eiseman Assor Bell & Peskoe LLP
437 Madison Avenue
New York, NY 10022
Attention: Lawrence R. Haut
Facsimile: (212) 754-0330

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile and received prior to 5:00 p.m. in the place of receipt (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

10.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Faxed copies of this Agreement and faxed signature pages shall be binding and effective as to all parties and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever.

11. GUARANTY

Guarantor hereby unconditionally guarantees to the Licensee the full payment and performance of the payment obligations of Programmer under **Section 1.5** of this Agreement and the indemnity obligations of Programmer under **Section 7.1** (the “*Obligations*”), whether secured or unsecured (and whether before or after the occurrence of any bankruptcy, insolvency, reorganization, arrangement, receivership or similar proceeding, and including, without limitation, all post-petition interest, at the applicable default rate or rates, whether or not allowed as a claim in any such proceeding), and all costs and expenses incurred by Licensee in enforcing the Obligations, whether or not suit is instituted. Nothing except the full performance and indefeasible payments in full, in cash, of the Obligations shall release Guarantor from this guaranty. Guarantor represents, warrants and agrees that: (a) this guaranty is a legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, except as limited by laws affecting creditors’ rights or equitable principles generally; (b) Guarantor has all necessary limited liability company power and limited liability company authority to enter into and perform this guaranty; and (c) Guarantor’s execution, delivery and performance of this guaranty has been duly authorized by all necessary limited liability company action on its part.

[Signature page follows]

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

CBS RADIO STATIONS INC.

By: _____
Name:
Title:

CBS RADIO HOLDINGS, INC.

By: _____
Name:
Title:

**WILKS BROADCAST-COLUMBUS
LLC**

By: _____
Name:
Title:

**WILKS BROADCAST-KANSAS CITY
LLC**

By: _____
Name:
Title:

As to Section 11 only:

WICKS RADIO GROUP LLC

By: _____
Name:
Title: