

SCHEDULE VOLUME
FOR RADIO STATION ASSET PURCHASE AND SALE AGREEMENT,
DATED JANUARY 23, 2006 BETWEEN INTERMART BROADCASTING OF GEORGIA, INC.
AND JW BROADCASTING, INC.

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A handwritten signature in black ink, consisting of a stylized 'J' followed by a cursive 'W', likely representing the initials of a party involved in the agreement.

Schedule 1

Authorizations

WWAA, Avondale, Estates, Georgia, Construction Permit, File No. BMP-20040308ACH
WWAA, Avondale Estates, Georgia, License, File No. BL-20050802AGK¹

¹ Application pending at time of execution of Agreement.



United States of America
FEDERAL COMMUNICATIONS COMMISSION
AM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

INTERMART BROADCASTING OF GEORGIA, INC.
3434 SW 26TH PLACE
CAPE CORAL FL 33914

Son Nguyen
Supervisory Engineer
Audio Division
Media Bureau

Grant Date: December 10, 2003

Facility Id: 87118

This license expires 3:00 a.m.
local time, April 01, 2004.

Call Sign: WWAA

License File Number: BL-20030805ARR

This License Covers Permit No.: BP-19970613AR

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Hours of Operation: Unlimited

Average hours of sunrise and sunset:
Local Standard Time (Non-Advanced)

Jan.	7:30 AM	6:00 PM	Jul.	5:45 AM	7:45 PM
Feb.	7:15 AM	6:15 PM	Aug.	6:00 AM	7:15 PM
Mar.	6:45 AM	6:45 PM	Sep.	6:15 AM	6:45 PM
Apr.	6:00 AM	7:00 PM	Oct.	6:30 AM	6:00 PM
May	5:45 AM	7:15 PM	Nov.	7:00 AM	5:30 PM
Jun.	5:30 AM	7:45 PM	Dec.	7:30 AM	5:30 PM

Callsign: WWAA

License No.: BL-20030805ARR

Name of Licensee: INTERMART BROADCASTING OF GEORGIA, INC.

Station Location: ADEL, GA

Frequency (kHz): 1690

Station Class: B

Antenna Coordinates:

Day

Latitude: N 31 Deg 08 Min 15 Sec

Longitude: W 83 Deg 23 Min 41 Sec

Night

Latitude: N 31 Deg 08 Min 15 Sec

Longitude: W 83 Deg 23 Min 41 Sec

Transmitter(s): Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Nominal Power (kW): Day: 10.0 Night: 1.0

Antenna Input Power (kW): Day: 10.0 Night: 1.0

Antenna Mode: Day: ND Night: ND

(DA=Directional Antenna, ND=Non-directional Antenna; CH=Critical Hours)

Current (amperes): Day: 14.14 Night: 4.47

Resistance (ohms): Day: 50 Night: 50

Non-Directional Antenna: Day

Radiator Height: 85.5 meters; 173.4 deg

Theoretical Efficiency: 375.5 mV/m/kw at 1km

Non-Directional Antenna: Night

Radiator Height: 85.5 meters; 173.4 deg

Theoretical Efficiency: 375.5 mV/m/kw at 1km

Antenna Registration Number(s):

Day:

Tower No.	ASRN	Overall Height (m)
1	1020436	

Night:

Tower No.	ASRN	Overall Height (m)
1	1020436	

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 Pursuant to MM Docket 87-267, after the 5 year period starting from the date the facility specified herein is initially licensed, licensee will surrender either the expanded band license or its existing band license.
- 3 Ground system consists of 120 equally spaced, buried copper radials 60.97 meters in length.

*** END OF AUTHORIZATION ***

United States of America
FEDERAL COMMUNICATIONS COMMISSION
AM BROADCAST STATION CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

INTERMART BROADCASTING OF GEORGIA, INC.
3434 SW 26TH PLACE
CAPE CORAL FL 33914

Son Nguyen
Supervisory Engineer
Audio Division
Media Bureau

Grant Date: August 13, 2004

Facility Id: 87118

Call Sign: WWA

Permit File Number: BMP-20040308ACH

The authority granted herein has no effect on the expiration date of the underlying construction permit.

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Hours of Operation: Unlimited

Average hours of sunrise and sunset:
Local Standard Time (Non-Advanced)

Jan.	7:45 AM	5:45 PM	Jul.	5:30 AM	7:45 PM
Feb.	7:30 AM	6:15 PM	Aug.	6:00 AM	7:30 PM
Mar.	6:45 AM	6:45 PM	Sep.	6:15 AM	6:45 PM
Apr.	6:15 AM	7:15 PM	Oct.	6:45 AM	6:00 PM
May	5:30 AM	7:30 PM	Nov.	7:15 AM	5:30 PM
Jun.	5:30 AM	7:45 PM	Dec.	7:30 AM	5:30 PM

Callsign: WWAA

Permit No.: BMP-20040308ACH

Name of Permittee: INTERMART BROADCASTING OF GEORGIA, INC.

Station Location: AVONDALE ESTATES, GA

Frequency (kHz): 1690

Station Class: B

Antenna Coordinates:

Day

Latitude: N 33 Deg 48 Min 42 Sec

Longitude: W 84 Deg 21 Min 37 Sec

Night

Latitude: N 33 Deg 48 Min 42 Sec

Longitude: W 84 Deg 21 Min 37 Sec

Transmitter(s): Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Nominal Power (kW): Day: 10.0 Night: 1.0

Antenna Mode: Day: ND Night: ND

(DA=Directional Antenna, ND=Non-directional Antenna; CH=Critical Hours)

Antenna Registration Number(s):

Day:

Tower No.	ASRN	Overall Height (m)
1	1243541	

Night:

Tower No.	ASRN	Overall Height (m)
1	1243541	

Non-Directional Antenna: Day

Radiator Height: 110 meters; 223.2 deg

Theoretical Efficiency: 441.36 mV/m/kw at 1km

Non-Directional Antenna: Night

Radiator Height: 110 meters; 223.2 deg

Theoretical Efficiency: 441.36 mV/m/kw at 1km

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 Permittee shall install a type accepted transmitter, or submit application (FCC Form 301) along with data prescribed in Section 73.1660(b) should non-type accepted transmitter be proposed.
- 3 Prior to construction of the tower authorized herein, permittee shall notify AM Station WQXI, Atlanta, GA so that, if necessary that AM station: may determine operating power by a method described in Section 73.51(a)(1) or (d), and/or request temporary authority from the Commission in Washington, D.C. to operate with parameters at variance in order to maintain monitoring point field strengths within authorized limits. Permittee shall be responsible for installation and continued maintenance of detuning apparatus necessary to prevent adverse effects upon the radiation pattern of the AM station. Both prior to construction of the tower and subsequent to the installation of all appurtenances thereon, a partial proof of performance, as defined by Section 73.154(a) of the Commission's Rules, shall be conducted to establish that the AM array has not been adversely affected and prior to or simultaneous with the filing of the application for license to cover this permit, the results submitted to the Commission.
- 4 Prior to construction of the tower(s) authorized herein, permittee shall notify AM Station WQXI, Atlanta, GA; WAFS, Atlanta, GA; WNIV, Atlanta, GA; and WGKA, Atlanta, GA so that station may determine operating power by a method described in Section 73.51(a)(1) or (d). Permittee shall be responsible for installation and continued maintenance of detuning apparatus necessary to prevent adverse effects upon the radiation pattern of that station. Both prior to construction of the tower and subsequent to the installation of all appurtenances thereon, antenna impedance measurements of the AM station shall be made and sufficient field strength measurements, taken at a minimum of 10 locations along each of eight equally spaced radials, shall be made to establish that the radiation pattern is essentially omnidirectional. Prior to or simultaneous with the filing of the application for license to cover this permit, the results of the field strength measurements and the impedance measurements shall be submitted to the Commission in an application on FCC Form 302 notifying of the AM station's return to the direct method of power determination. (See Section 73.45(c), FCC Rules).

Callsign: WWAA

Permit No.: BMP-20040308ACH

Special operating conditions or restrictions:

- 5 Ground system consists of 120 equally spaced buried copper radials 44.4 meters in length.
- 6 Pursuant to MM Docket 87-267, after the 5 year period (12/10/08) starting from the date the facility specified herein was initially licensed (12/10/03), licensee will surrender either the expanded band license or its existing band license.
- 7 The action taken herein is without prejudice to whatever action the Commission may take on the issues raised by Infinity Broadcasting Operations, Inc.'s, WGN Continental Broadcasting Company's and Bonneville International Corporation's ("Joint Parties") joint Application for Review filed on August 25, 2003 against the staff's grant of Clear Channel's application for major modification (BMAP-20010719AAN) of WRLL(AM).

*** END OF AUTHORIZATION ***

Schedule 4(f)

Contracts and Leases to be Assumed by Buyer

Land Lease Agreement dated October 17, 2004, for transmitter site between Seller and City of Atlanta, Georgia.

Traffic Network Radio Affiliate Agreement dated September 15, 2004, between Seller and Metro Networks Communications, Limited Partnership.

NBC News Radio Affiliation Agreement dated December 5, 2005, between Westwood One Radio Networks, and Seller.

CBS Radio Networks agreement dated November 11, 2005, between Westwood One Radio Networks and Seller.

BMI Agreement

SESAC Agreement

ASCAP Agreement (To be provided by Seller upon receipt from ASCAP.)



STATE OF GEORGIA
COUNTY OF FULTON

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("Lease"), made this 17th day of October, 2004 by and between **City of Atlanta, Georgia** ("Lessor"), and **InterMart Broadcasting of Georgia, Inc.** ("Lessee").

WITNESSETH:

WHEREAS, the City of Atlanta is the owner of the property located at 2065 Liddel Drive in Atlanta, Fulton County, Georgia (hereinafter the "Leased Premises"); and

WHEREAS, the City of Atlanta's Watershed Management Department maintains the property at the aforementioned location as excess to its present needs; and


WHEREAS, InterMart Broadcasting of Georgia, Inc. ("InterMart") wishes to execute a Lease to erect an AM Radio Antenna and electronics hut on the Leased Premises; and

WHEREAS, the Lease is for the preferred site from which the new AM radio station for InterMart will operate; and

WHEREAS, InterMart needs radio antennas to broadcast programs in the Atlanta market; and

WHEREAS, the proposed new tower will be constructed to accommodate additional demand and will reduce the need for other tall towers in the vicinity; and

WHEREAS, the Director of the Office of General Services has recommended that a Lease be entered into with InterMart for the benefit of the City; and



WHEREAS, the term of the Lease will be initially ten (10) years and may be automatically renewed for up to two (2) successive five-year periods unless terminated by the City by written notice; and

WHEREAS, the execution of this Lease on the part of the City of Atlanta has been authorized by Resolution 04-R-1220 adopted by the City Council on July 19, 2004 and approved by the Mayor on July 22, 2004, a copy of which Resolution is attached hereto as Exhibit A.

THEREFORE, in consideration of the foregoing, for Ten (\$10.00) Dollars in good and valuable consideration the receipt of which is acknowledged and the mutual covenants herein contained, the parties hereto agree as follows:

1. **LEASE COMMENCEMENT.** The term of this Lease and payment of rent and other performances, in accordance with the terms of this Lease, shall be deemed to commence upon the completion of tower erection and installation of Lessee's equipment, or 90 days after FCC grant of a construction permit (which Lessee shall provide to Lessor), whichever date occurs first.

2. **DESCRIPTION OF THE LEASEHOLD.** Lessor hereby leases to Lessee and Lessee leases from Lessor, with a reasonable right of access thereto, real property suitable to accommodate Lessee's 365-foot guyed broadcasting tower and a building approximately 12' x 12' to house Lessee's transmitting, control and monitoring equipment. The location of said real property is 2065 Liddel Drive, Atlanta, Georgia 30335.

The aforementioned equipment shall be and remain Lessee's property, and are hereinafter referred to as "Lessee's Property". Lessee will be solely responsible for the installation of Lessee's Property, including all expenses associated with such installation. All of the property leased under this Paragraph 2 shall hereinafter be called "Leased Premises".

Lessee shall have reasonable right of access to its Tower and building (the "Tower Facilities"), at all times in emergency situations and whenever reasonably necessary for equipment maintenance, repair and remodeling purposes, provided such access is consistent with the needs of Lessor. Lessee shall have necessary rights of access to all other portions of the Leased Premises for equipment operations, maintenance, inspection, repair or remodeling.

3. **PERMITTED USES.** The Leased Premises may be used for (i) the transmission, reception and relay of radio broadcasting signals, (ii) the construction, alteration, maintenance, repair, replacement and relocation of AM Radio Tower Facilities, and (iii) activities related to any of the foregoing, including but not limited to, any type of operations in which the Federal Communications

Commission ("FCC") may authorize radio licensees to engage. Such operations shall be conducted in accordance with the standards imposed by the FCC and any other governmental body with authority over such transmission and operations.

Subject to the rights elsewhere granted to Lessee in this Lease, Lessor shall have the right to use for itself or lease to others, in any manner that does not interfere with Lessee's usage, any remaining land around the Tower Site.

4. **TERM.** This Lease shall have an initial term of ten (10) years from the Commencement Date. The Lessor shall have the option of renewing the Lease for two (2) additional periods of five (5) years unless Lessee, at least ninety (90) days prior to the end of the applicable term, provides written notice of termination to Lessor. Lessor shall provide Lessee with written notice of its election not to renew this Lease not less than sixty (60) days prior to the expiration of the term of this lease including or any renewal period which is implemented.

5. **MONTHLY RENT.** On the Commencement date and thereafter on the first day of each month during the term of this Lease, Lessee shall pay to Lessor as Rent the amount of Two Thousand, Five Hundred Dollars (\$2,500.00), such payments to be made without any setoff or deduction whatsoever. If the Commencement Date or termination date is other than the first day of a calendar month, Lessee shall make a pro-rated payment of the monthly rent due. The rent stated herein shall be increased by 4% annually beginning with the second year and thereafter at the beginning of each additional year, including every year beyond the first ten-year term.

Unless otherwise specified herein, monthly monetary payments to be paid hereunder shall be paid monthly in the lawful currency of the United States of America and shall be paid in advance on the first day of each month during the term of this Lease by the Lessee by mailing payment to the Lessor at City of Atlanta, Chief Financial Officer, 68 Mitchell Street, SW, Suite 11000, Atlanta, Georgia 30303, or to such other person or address as Lessor may in writing direct.

In addition to the payments prescribed under this Section 5 of this Lease, Lessee shall pay for its own telephone lines and all electricity and other utilities used by Lessee in connection with the Leased Premises.

6. **AUTHORITY.** Lessor represents and warrants that it has the ownership and authority to enter into this Lease, and covenants and agrees that Lessee, upon paying the rents described herein and observing and keeping the covenants, agreements and stipulations of this Lease on Lessee's part to be observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Leased Premises and all other rights and privileges granted herein, without hindrance, eviction or molestation by Lessor.

Lessee also represents and warrants that it has the full corporate authority to enter into and perform this Lease. Lessee represents and warrants that prior to the commencement of this Lease it will have the necessary permits and/or licenses from the FCC and any other governmental authority required for Lessee's operations.

7. MAINTENANCE OF LEASED PREMISES AND LESSEE'S PROPERTY.

During the Term of this Lease, Lessee, at its own cost and expense, shall maintain and repair its tower and transmission equipment. Lessee shall install and maintain ice-shielding equipment on all guyed lines. All such maintenance shall be conducted by Lessee in accordance with good engineering standards and in conformity with the requirements of the FCC or any other body having jurisdiction over Lessee and its property, including, without limitation, any rules, regulations, procedures or guidelines of the FCC implementing the National Environment Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation.

Lessee shall take all reasonable precautions to avoid interference or hindrance to and with the operations of Lessor. Lessee shall further construct its tower to meet all FCC regulations requiring equipment to suppress interference with other FCC licensed broadcasting equipment and equipment to avoid interference with consumer signal reception devices.

Lessor retains the right to inspect the property and equipment of Lessee upon giving reasonable notice to Lessee during the term of this Lease and to enter the Leased Premises for the purposes of inspection. In the event that Lessor, in its sole, but reasonable discretion, determines in good faith that Lessee has not maintained Lessee's Property and equipment in good order and repair according to industry standards or applicable building code requirements, and that such repairs are necessary for the safety of the Leased Premises, Lessor may, at its option, enter any portion of the Leased Premises and make such emergency repairs to the property as it deems reasonably necessary, and any amount expended by Lessor therefore shall be reimbursed to it by Lessee immediately upon presentation of a statement and shall be deemed additional rent hereunder.

With respect to the non-emergency repairs which Lessor, in its sole, but reasonable discretion, determines that Lessee should make to maintain Lessee's Property and equipment in good order, Lessor shall so notify Lessee in writing, specifying the maintenance and repairs required to be performed by Lessee. In the event that within ten (10) days following such written notice, Lessee shall not have performed such maintenance and repairs, Lessor may, at its sole option, make such repairs as it deems reasonably necessary and any amount expended by Lessor therefore shall be reimbursed to it by Lessee and shall be deemed additional rent. Lessor shall not be liable for inconvenience, disturbance, loss of business or the damage to Lessee by reason of repairing the property and equipment of Lessee which Lessee has failed to properly maintain.

At expiration or termination of this Lease, Lessee shall promptly surrender possession of the Leased Premises to Lessor in as good a condition as the same

were received at the commencement of the term, reasonable wear and tear excepted.

8. IMPROVEMENTS; UTILITIES; ACCESS.

- a. Lessee shall have the right, at its expense, but with Lessor's cooperation, to install, construct and maintain Tower Facilities on the Leased Premises. Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Tower Facilities within the Leased Premises at any time during the term of the Lease, including any extension relating thereto. All work by Lessee shall be performed in compliance with applicable laws and ordinances. Lessee is not authorized to contract for or on behalf of Lessor for work on, or for the furnishing of materials to the Leased Premises, and Lessee shall discharge, by payment, bond or otherwise and shall record such discharge with ten (10) days subsequent to the date of its receipt of notice thereof from Lessor, any mechanic's, laborer's or similar lien filed against the Leased Premises for work or materials claimed to have been furnished at the instance of Lessee.
- b. The Tower Facilities shall remain the exclusive property of Lessee, and Lessee shall have the right to remove all or any portion of the Tower Facilities at any time during the term of this Lease and following any termination of this Lease. Any property which is not removed by Lessee within fourteen (14) months after the expiration or earlier termination of this Lease shall, upon the expiration of said fourteen (14) months period, become the property of Lessor, and Lessee shall thereafter have no rights whatsoever with respect thereto; provided, however, that if Lessee shall fail to remove the Tower Facilities within the first twelve (12) months of the aforementioned fourteen (14) months period, then Lessor shall give written notice (expressly stating the date upon which the fourteen (14) month period will expire) of such failure both to Lessee and to any other party for which Lessee has given notice to Lessor of an address for removal notice. During any period of Lessee's exercise of its rights under this subsection, Lessee shall have, and Lessor hereby grants to Lessee, with respect to the Leased Premises, a temporary construction easement to use portions of Lessor's property reasonably necessary for the storage of materials and staging of construction. Lessee shall restore any disturbed property to a condition which is the same as or similar to its condition prior to disturbance, normal wear and tear excepted.
- c. Lessee shall, at Lessee's expense, keep and maintain the Leased Premises in commercially reasonable condition and repair during the term of the Lease. Upon termination of the Lease, Lessee will return the subject Premises and all improvements thereon not removed by Lessee in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.

- d. Lessor shall provide Lessee ingress and egress to and from the Leased Premises adequately to service the Premises, the Tower Facilities and all utility facilities serving the Leased Premises at all times during the term of the Lease applicable thereto. Lessee shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Leased Premises, the Tower Facilities, and such utility facilities as Lessee may be authorized to erect.

9. **USE AND MAINTENANCE OF COMMON PREMISES.** Lessee shall have the right to use in common with Lessor and its licensees, invitees, and other tenants or users, and in connection with Lessee's permissible activities and operations, access road to Tower Site and equipment room and any parking lots and walkways constructed by Lessor at the Leased Premises.

10. **DEFAULT AND TERMINATION.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability to the terminating party, as follows:

- a. by Lessor if Lessee fails to cure a default for payment of amounts due under this Lease within fifteen (15) days after Lessee's receipt of written notice of default from Lessor.
- b. By Lessor if Lessee defaults under this Lease by failing to suppress interference with other FCC licensed broadcasting equipment or failing to suppress interference with consumer signal reception devices and fails to cure such default within thirty (30) days after written notice of such default is received from any person, corporation, governmental entity or Lessor. Upon the expiration of thirty (30) days after written notice of interference which default is not cured, Lessee shall have fifteen (15) days to cease broadcasting from the Tower Facilities.
- c. by either party if the other party defaults under this Lease (other than a default described in Section 10. a. or Section 10 b.) and fails to cure such default within thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party;
- d. by Lessor or Lessee upon sixty (60) days written prior notice if Lessee is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or Governmental Approval necessary for the construction or operation of the Tower Facilities or Lessee's actual or intended use of the Leased Premises under this Lease; or
- e. by Lessee upon (60) days prior written notice without further liability, if Lessee determines, in its reasonable discretion exercised in good faith, that based on interference with use of the Leased Premises resulting from the acts of any third party, an act of God, or from other natural forces.

Except as provided above, if Lessee defaults in the performance of any obligation and any such default shall continue for a period of thirty (30) days after written notice to Lessee, then Lessor may, at its option, terminate this Lease and declare all amounts due or to become due hereunder immediately due and payable and Lessor's agents and employees may after such period or at any time thereafter, re-enter the Leased Premises and remove all persons and property therein, without being liable to indictment, prosecution or damage therefore.

11. **TAXES.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities located on the Leased Premises. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Lessee shall pay, as additional rent, its pro rata share of any increase in real property taxes levied against the Premises and which taxes Lessor is proposing to pay (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Lessee's use of the Leased Premises, and Lessor agrees to furnish necessary and reasonable documentation evidencing the same.

12. **INSURANCE.** Lessee shall procure and maintain comprehensive public liability insurance, naming Lessor as an additional insured as its interests shall appear, covering all of the Lessee's operations and activities on the Leased Premises with limits of liability of not less than One Million Dollars (\$1,000,000.00). Certificates evidencing such insurance shall be furnished to Lessor upon its request.

13. **SUCCESSORS AND ASSIGNMENT.** All rights and liabilities herein given to or imposed upon the respective parties hereto shall, to the extent that such are assignable pursuant to the provisions of this Paragraph 14, extend to and bind the several and respective successors and assigns of the parties hereto.

This Agreement shall be binding upon and inure to the benefits of the parties and their respective successors and assigns. Lessor may assign or transfer this lease without the consent of Lessee, but shall notify Lessee within 30 days following any transfer or assignment. Lessee shall not assign this Lease and its other rights hereunder (including, without limitation, its right to renew) or sublet the Leased Premises or any portion thereof, to any person or business entity without first seeking approval from the Lessor, which approval shall not be unreasonably withheld.

13. **INDEMNIFICATION.** Lessee agrees to indemnify, hold harmless and defend Lessor against any claim for damages, losses, liabilities, costs or expenses, including reasonable attorney's fees arising (a) out of any breach by Lessee of its warranties, representations, or covenants under this Lease; (b) out of the use, management or occupancy of the Leased Premises by Lessee, its agents

or invitees; (c) out of any acts, omissions, neglect or fault of Lessee, its agents, servants, employees, licensees or invitees; (d) out of failure of Lessee to comply with any laws, statutes, ordinances or regulations; (e) out of Lessee's failure to maintain equipment in proper working order; and (f) out of Lessee's failure to comply with any of the its other obligations under the terms of this Lease.

15. **GOVERNING LAW.** This Lease shall be governed and construed and enforced in accordance with the laws of the State of Georgia.

16. **NOTICES.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to Lessor, to:

City of Atlanta
Department of Administrative Services
68 Mitchell Street, S.W. Suite 3250
Atlanta, Georgia 30335-0303
Attention: Commissioner

With a copy to:

City of Atlanta
Law Department
68 Mitchell Street, S.W. Suite 4100
Atlanta, Georgia 30335-0303
Attention: City Attorney

If to Lessee, to:

InterMart Broadcasting of Georgia, Inc.,
3434 SW 26th Place,
Cape Coral, FL 33914

17. **MISCELLANEOUS.**

- a. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.
- b. Entire Agreement. This Lease shall constitute the entire and integrated agreement and understanding of the parties with respect to the Leased Premises that is the subject matter thereof and supersedes all offers, negotiations and other agreements with

respect thereto. There are no representations or understandings of any kind not set forth in this Lease. Any amendment to this Lease shall have no effect nor shall it be enforceable unless the Amendment is in writing and executed by both parties.

- c. Each party agrees to cooperate with the other in executing any documents necessary to protect its rights under this Lease.
- d. Severability. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- b. Enforcement. The failure of the Lessor to enforce any of its rights under this Lease shall not constitute a waiver of the applicable provision hereunder and the Lessor reserves the right to enforce any right afforded hereunder at any time.
- c. Section Headings. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
- d. Dispute Resolution. The parties shall endeavor to utilize alternative forms of dispute resolution, including but not limited to mediation or neutral evaluation to resolve all disputes and claims for damages relating in any way to the performance, interpretation, validity or breach of this Lease.
- e. Compliance with Laws, Licenses and Permits. The Lessee shall operate in material compliance with: (i) all applicable laws, rules, regulations, orders, writs, decrees and judgments (including, but not limited to, those of the FCC and any other federal, state agency or authority of competent jurisdiction and (ii) all valid local laws and all valid rules, regulations, orders, or other directives of the City of Atlanta issued pursuant to this Lease. The Lessee shall have the sole responsibility for obtaining all Governmental Approvals, permits, licenses and other forms of approval or authorization necessary to construct, install, operate, upgrade, repair, maintain and remove Tower Facilities or associated structures. However, Lessor makes no representation or warranty herein as to Lessee's ability to receive any such zoning exemptions, permits or other permissions to use the Leased Premises as contemplated herein. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Leased Premises.
- f. Non-Discrimination. Lessee agrees that, during the term of this Lease and any extensions thereof, it is bound by and will comply with the Equal Employment Opportunity (EEO) provisions and Equal Business Opportunity (EEO) provisions of Part Two of the Code of Ordinances of the City of Atlanta, as if said provisions were set forth

at length in the body of this Lease. Lessee further agrees that it shall comply with the City of Atlanta's requirements for contractors with respect to First Source Jobs and Business non-discrimination.

- g. Effect of Agreement. This Lease shall not become binding upon Lessor, and Lessor shall incur no liability hereunder until approved as to form by the City Attorney, executed by the Mayor, sealed by the Municipal Clerk and delivered to the Lessee.

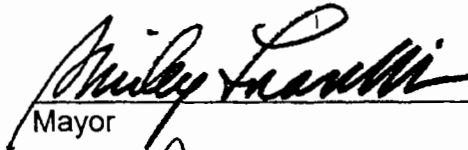
IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the day and year first written above.

CITY OF ATLANTA

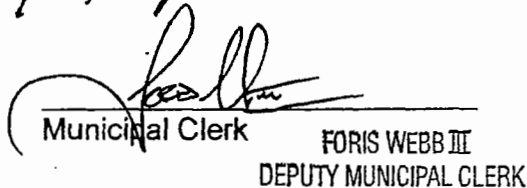
INTERMART BROADCASTING OF
GEORGIA, INC.

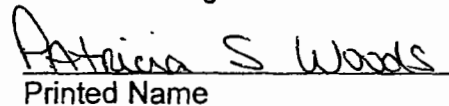
ATTEST

ATTEST

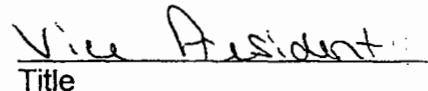

Mayor

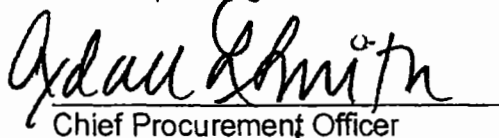

Authorized Signature


Municipal Clerk
FORIS WEBB III
DEPUTY MUNICIPAL CLERK

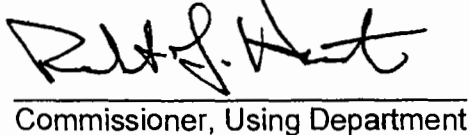

Printed Name


Chief Operating Officer


Vice President
Title


Chief Procurement Officer


Corporate Secretary

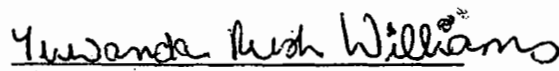

Commissioner, Using Department

AFFIX CORPORATE SEAL
HERETO:

Approved:


Chief Financial Officer

Approved as to Form:


St. Asst. City Attorney



CITY COUNCIL
ATLANTA, GEORGIA

04-R -1220

**A SUBSTITUTE RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO APPROPRIATE CONTRACTUAL AGREEMENTS WITH INTERMART BROADCASTING OF GEORGIA, INC. FOR THE CONSTRUCTION OF A TOWER AND ELECTRONICS HUT AND LEASE OF REAL PROPERTY LOCATED AT 2065 LIDDEL DRIVE IN ATLANTA; DIRECTING THAT ALL REVENUE GENERATED BE DEPOSITED INTO FUND ACCOUNT CENTER 3PO2 462101 Q11W02CBQNAO TRUST FUND (CARE AND CONSERVE) /REVENUE/LAND LEASE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta is the owner of the property located at 2065 Liddel Drive in Atlanta, Georgia (hereinafter the "Property"); and

WHEREAS, the City of Atlanta's Watershed Management Department maintains the property at the aforementioned location as excess to its present needs; and

WHEREAS, InterMart Broadcasting of Georgia, Inc. ("InterMart") wishes to execute a Site Lease to erect an AM Radio Antenna and electronics hut on the Property; and

WHEREAS, the Site Lease is for the preferred site from which the new AM radio station for InterMart will operate; and

WHEREAS, InterMart needs radio antennas to broadcast programs in the Atlanta market; and

WHEREAS, the proposed new tower will be constructed to accommodate additional demand and will reduce the need for other tall towers in the vicinity; and

WHEREAS, the Commissioner of the Department of Watershed Management has recommended that a Site Lease be entered into with InterMart for the benefit of the City; and

WHEREAS, the term of the Site Lease will be initially ten (10) years and may be automatically renewed for up to two (2) successive five-year periods unless terminated by the City by written notice.



NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to execute appropriate contractual agreements with InterMart Broadcasting of Georgia, Inc. (the "Tenant") to lease the Property as shown on the attached site plan, and to allow for construction of appropriate buildings and structures as shown on the site plan; and

Section 2: That the Tenant's tower shall be constructed to meet all Federal Communications Commission ("FCC") regulations requiring equipment to suppress interference with other FCC licensed broadcasting equipment and equipment to avoid interference with consumer signal reception devices; and

Section 3: That the Site Lease, shall be for an initial term of ten (10) years commencing on the date of the agreement.

Section 4: That in the event that the Tenant is not in default during any term of the Site Lease, the City shall have the option to renew such Site Lease for two (2) successive five-year renewal periods, not to exceed a total cumulative period of twenty years. The base monthly rental rate shall be \$2,500; provided, however, that this rental rate shall be increased annually by 4% every year after the first year.

Section 5: That an appropriate contractual agreement or agreements shall be prepared for execution by the Mayor, to be approved by the City Attorney as to form.

Section 6: That all revenue generated shall be deposited into the land lease revenue trust fund, account number 3PO2 46211 Q11W02CBQNAO (CARE/CONSERVE TRUST FUND-REVENUE/LAND LEASE).

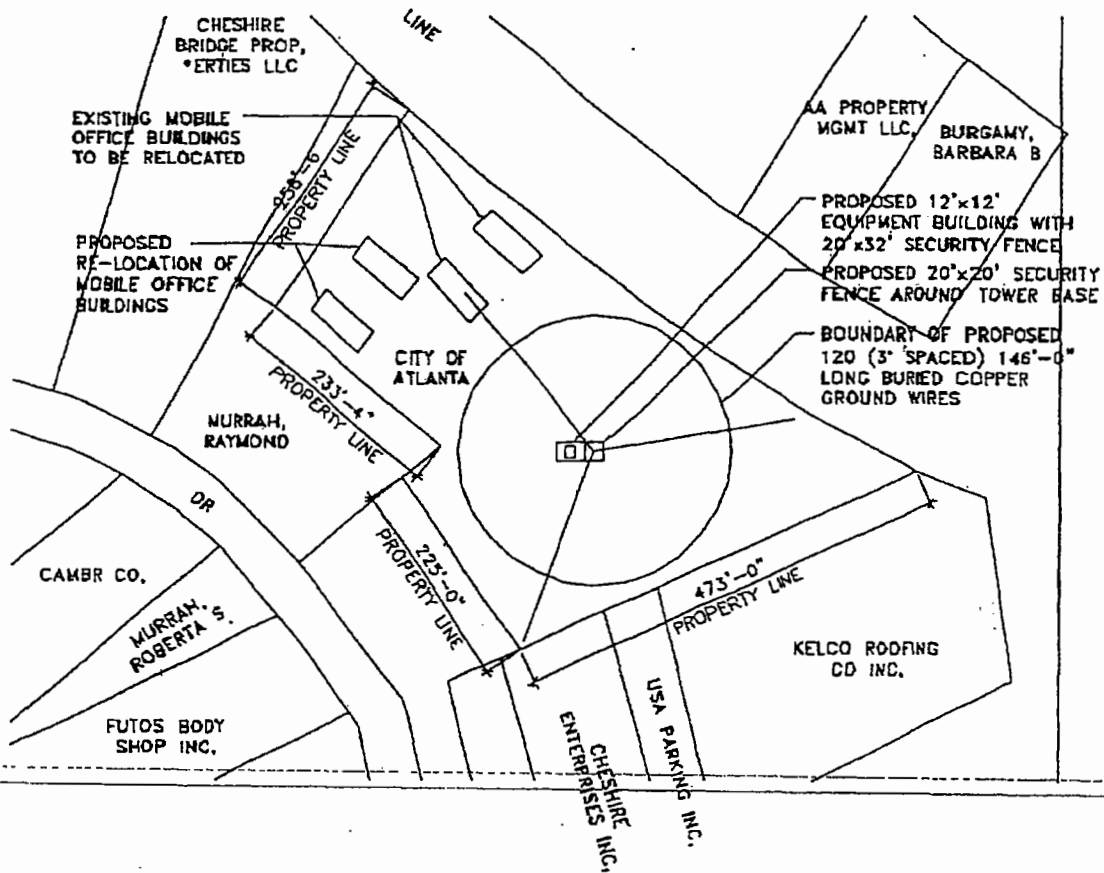
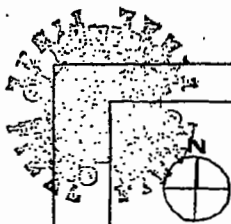
Section 7: That such contractual agreement or agreements shall not become binding on the City, and the City shall not incur any liability upon the same until such agreement or agreements have been approved as to form by the City Attorney, executed by the Mayor, sealed by the Municipal Clerk and delivered to the contracting party.

A true copy

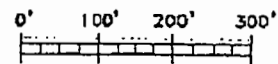
Ronda Daughlin Johnson
Municipal Clerk, CMC

ADOPTED as amended by the Council
APPROVED by the Mayor


JUL 19, 2004
JUL 22, 2004



220' GUYS SHOWN FOR 360' TOWER



INSTALLATION OF TOWER AND RELOCATION OF EXISTING MOBILE OFFICE BUILDINGS REQUIRES DEMOLITION OF EXISTING DILAPITATED BUILDINGS ON PROPERTY

MORRISON HERSFIELD  66 FORMER CENTER E, SUITE 800, ATLANTA, GA 30348 Tel: (770) 379-8500 Fax: (770) 379-8501 www.morrisonhersfield.com	Project: AM Tower - City of Atlanta 2055 Lakeland Drive ATLANTA, GA		Date: 11/12/03 Drawn: AS Checked: AS Client Approval:
	Drawing Title: SITE LAYOUT		Drawing No.: 0 Drawing No.: SK-1
	Client:		

04-1220
(Do Not Write Above This Line)

A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE.

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO APPROPRIATE CONTRACTUAL AGREEMENTS WITH INTERMART BROADCASTING OF GEORGIA, INC. FOR THE DEVELOPMENT OF A TOWER AND ELECTRONIC STRUCTURE AND LEASE OF REAL PROPERTY LOCATED AT 2065 LIDDELL DRIVE IN ATLANTA; AND FOR OTHER PURPOSES; ALL REVENUE GENERATED SHALL BE DEPOSITED INTO THE FUND ACCOUNT AND CENTER NUMBER 3P02 46211 Q11W02CBQNAO.

ADOPTED BY

JUL 19 2004

COUNCIL

- ☐ CONSENT REFER
☐ REGULAR REPORT/REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER
☐ PERSONAL PAPER/REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

FIN Committee
7-22-04
Chair
Demetrius
Action
Fav, Adv, Hold (see rev. side)
ON Other
one advertisement
comp. Members
C. T. Muller
Refer To

Committee _____
Date _____
Chair _____
Action _____
Fav, Adv, Hold (see rev. side)
Other _____
Members _____
Refer To _____

FINAL COUNCIL ACTION
☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☐ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

COUNCIL PRESIDENT

JUL 19 2004

MAYOR'S ACTION

APPROVED

JUL 22 2004
Mayor
MAYOR



2800 POST OAK BLVD., SUITE 4000
HOUSTON, TEXAS 77056-6199
PHONE: 713-407-6000
FAX: 713-407-6348

Agreement No.: _____

TRAFFIC NETWORK RADIO AFFILIATE AGREEMENT

Radio Station: WWAA Start Date: 9-15-04
Frequency: 1690 AM Term: _____
Format/Network: TALK Metro Contact: _____
Address: P.O. BOX 191747 Market: _____
City: ATLANTA State: GA Zip Code: 31119 General Manager: BILL BROWN
Phone Number: 404-266-2257 Traffic Manager: TRISHA WOODS
Station Contact: BILL BROWN/GIL MOOR Chief Engineer: BURT CRAW
Gen. Sales Manager: _____ News Director: _____
Program Director: JOHN IRVIN Ownership Group: INTERMART - BROADCASTING OF GA

DAILY MINIMUM NUMBER OF TRAFFIC REPORTS WEEKDAYS (MON-FRI)	WEEK DAY	DA	C
5 a.m. - 10 a.m.	4-30 SEC REPORT	5A-10A - 14	
10 a.m. - 3 p.m.	BY AN HOUR BETWEEN	10A-3P - 10	
3 p.m. - 8 p.m.	6A-9AM	3P-7 - 16	
8 p.m. - 12 a.m.	1-30 SEC. REPORTS		
12 a.m. - 5 a.m.	BETWEEN 9A-3P.		
Total:	4-30 SEC. BETWEEN		
Special Instructions / Comments:	3P-7P.		

The terms and provisions set forth on re. _____

ment. IN WITNESS WHEREOF, we, the undersigned, hereunto set our hands effective as of _____

incorporated into and made part of this agree-

DATE

METRO NETWORKS COMMUNICATIONS, LIMITED PARTNERSHIP
By: METRO NETWORKS COMMUNICATIONS, INC., ITS GENERAL PARTNER

RADIO STATION

By: _____
OFFICER

Name: _____

By: _____
OFFICER

By: _____
NAME / TITLE

NOTE: This agreement shall not be binding on Metro unless signed by two officers of Metro's General Partner.

WHITE TO CORPORATE-GREEN TO CLIENT-CANARY TO ACCOUNTING-PINK TO SALESPERSON-GOLDENROD TO TRAFFIC

CONDITIONS OF AGREEMENT

The client and/or authorized agent acting on behalf of the client contracting for traffic reports covered by this Agreement (hereinafter referred to as "RADIO STATION") and METRO NETWORKS COMMUNICATIONS, LIMITED PARTNERSHIP (hereinafter referred to as "METRO") hereby agree to the following terms and conditions:

I. BROADCAST OF REPORTS AND COMMERCIALS

METRO agrees to provide and RADIO STATION agrees to broadcast the agreed to minimum number of traffic reports per day, including opening commercial mentions within 15 seconds of the beginning of each traffic report and a 10 second commercial announcement. RADIO STATION further agrees that any reports it runs in addition to the minimum number of traffic reports will carry an opening commercial mention within 15 seconds of the beginning of each traffic report and a 10 second commercial announcement. All 10 second commercial announcements, at METRO's option, can be aired immediately prior to, within, or immediately after the actual report. RADIO STATION agrees that any change in copy submitted by METRO prior to 5:00 P.M. on any given day will be processed and aired the following morning.

II. FAILURE TO BROADCAST

Neither METRO nor RADIO STATION shall incur any liability hereunder because of any failure to deliver or failure to broadcast any or all traffic reports due to:

- A. Failure of facilities
- B. Labor disputes
- C. Causes beyond the control of the party so failing

III. SPOT ANNOUNCEMENTS

In addition, RADIO STATION agrees to furnish METRO eight (8) minutes of ROS commercial time per week on RADIO STATION to be used at the discretion of METRO. It is further agreed that METRO can accrue such time and bank the accrued time on a second-by-second basis for future use, to be aired in thirty (30) or sixty (60) second spot announcements. Memorandum invoices and affidavits for such broadcast time will be issued by RADIO STATION no later than thirty (30) days after the end of each broadcast month. METRO may use station time on a spot announcement run-of-schedule basis only between 6:00 A.M. and 11:00 P.M. Monday through Sunday. All announcement schedules ordered by METRO and accepted by RADIO STATION are subject to:

- A. Pre-emption or change by RADIO STATION, upon notice, in the event time is sold commercially
- B. Non-acceptance by RADIO STATION if advertiser was cash customer of RADIO STATION in the past twelve (12) months
- C. Fair rotation of announcements accepted by RADIO STATION

It is further understood by RADIO STATION that the above conditions apply only to ROS minutes and not to sponsor(s) of traffic reports.

IV. NON-SHARING OF INFORMATION

RADIO STATION agrees that no traffic information will be made available or sold to any other person(s), entities or broadcast licensee, without prior written permission of METRO. RADIO STATION agrees that no other traffic service or source for traffic information shall be used other than METRO.

V. CLEARANCE OF REPORTS AND COMMERCIALS

RADIO STATION agrees to carry METRO traffic reports and billboards in accordance with the Declaration of Clearance attached hereto as amended in writing from time to time. Any additions, deletions or changes must be approved by METRO at least thirty (30) days in advance of any anticipated change. RADIO STATION agrees to verify clearances of METRO commercial airtime by providing METRO with a weekly affidavit of performance no later than 10 days after the end of each broadcast week. Failure to report all additions, deletions or other changes accurately in writing, or any deliberate misrepresentation on either the declaration of clearance or the affidavit of clearance could subject the RADIO STATION to loss of the METRO service and liability for damages incurred by METRO. RADIO STATION agrees to clear traffic reports either by live broadcast or delayed broadcast within five (5) minutes of feed during the schedule of times. RADIO STATION agrees that no other advertiser may be attributed to a traffic report other than an METRO advertiser. RADIO STATION agrees not to permit any advertising time to be sold by a third party in or around a traffic report other than directly by RADIO STATION's representative firm which shall not sell such advertising time in packages on more than one radio station in RADIO STATION's market unless such radio stations are under common control.

VI. EQUIPMENT RESPONSIBILITY

All equipment supplied by METRO to RADIO STATION shall remain the property of METRO. RADIO STATION is solely responsible for the expense and maintenance of all telephone lines for voice transmission

and METRO is solely responsible for the maintenance of equipment it supplies to RADIO STATION. RADIO STATION will not, without authorization of METRO, affix any foreign equipment or service to any hardware METRO may supply.

VII. ASSIGNMENT

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and any successor or merged company or company or any successor in control of METRO and/or RADIO STATION. METRO may assign this Agreement to a related entity or purchaser of substantially all of its assets. RADIO STATION shall assign this Agreement to any entity which purchases substantially all of its assets. The sale of RADIO STATION's business or licensed(s) shall not relieve RADIO STATION of its obligations under this Agreement.

VIII. AGREEMENT TERM

The initial term of this Agreement is two (2) years from the "START DATE" unless such other term is set forth on the front of this Agreement. After the initial term, this Agreement shall automatically renew for additional two (2) year terms unless either party notifies the other in writing by certified mail at least ninety (90) days prior to the expiration of the then current term that it does not wish to renew. Should such notice be furnished, this Agreement shall automatically expire at the end of the then current term. Acceptance or airing of traffic reports or advertising spots of a traffic report sponsor after a termination date shall be deemed consent by RADIO STATION to auto renewal provisions of this Agreement, regardless of such notice by RADIO STATION. Any unused commercial time due METRO upon termination will automatically be extended for twelve (12) months from the date of expiration.

IX. MODIFICATION; INDEMNITY

This Agreement represents the entire understanding between METRO and RADIO STATION. No waiver, alteration or modification of any provision hereof shall be binding unless in writing and signed by authorized agents or employees of RADIO STATION and two Corporate Officers of METRO's general partner. RADIO STATION shall indemnify and hold METRO and its related entities harmless against any claim, damage, loss, liability or expense arising out of the intentional or negligent acts of RADIO STATION, its officers, employees or agents. Such indemnification shall survive termination of this Agreement.

X. METRO EMPLOYEES

RADIO STATION understands that all employees of METRO and its related entities are under contract to METRO or its related entities and that such contracts provide in part that such employee:

- A. Agrees to work exclusively for METRO or its related entities during the term of the employment agreement;
- B. Agrees to treat all traffic information gathering and reporting procedures as confidential and as acknowledged trade secrets of METRO and its related entities; and
- C. Agrees not to compete directly with METRO or its related entities in the business of gathering, disseminating, and delivery of traffic reports during the term of employment and a period of one year thereafter unless agreed to otherwise in writing.

XI. GOVERNING LAW; ARBITRATION

The parties agree that this Agreement is entered into in the State of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties agree that any dispute, controversy or claim arising out of this Agreement shall be finally settled by arbitration in Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement and judgment upon the award may be entered in any court having jurisdiction thereof.

XII. CONFIDENTIALITY

The terms of this Agreement are confidential and RADIO STATION shall not disclose the contents herein to any third party. This confidentiality shall survive termination of this Agreement.

XIII. EXECUTION

This contract is not valid unless signed by two Corporate Officers of METRO's general partner.

XIV. ADDITIONAL REPORTS

The number of reports stipulated in this Agreement may be amended from time to time by a mutually agreed updated Declaration of Clearance form.

XV. ENFORCEMENT

Failure by METRO to enforce any provision of this Agreement shall not constitute a waiver of its rights under such provision or any other provision of this Agreement.

WESTWOOD ONE

NBC NEWS RADIO AFFILIATION AGREEMENT

THIS AGREEMENT, dated the 12/05/05 (the "Agreement"), is between **Westwood One Radio Networks** ("Network") and **Intermart Broadcasting of Georgia, Inc.** ("Broadcaster"), the owner and operator of radio station **WWAA-AM, 16900** ("Station") authorized to the city of **Avondale Estates, GA** ("City and State of License").

I. PROGRAMMING

BROADCASTER understands and agrees that NBC NEWS RADIO is distributed as a non-exclusive product. BROADCASTER has the right to broadcast the newscasts fed at the top of each hour M-F, 6A-10P EST, as well as actualities and special long form coverage, as may be made available by NBC NEWS RADIO. BROADCASTER has sole discretion as to what NBC NEWS RADIO programming to broadcast.

II. NETWORK PROGRAMS

- A. Network will transmit to STATION the programs and commercials set forth (the "Program and/or Commercial Schedules") in the Affidavits issued to BROADCASTER by Network. Network may from time to time change said Program and Commercial Schedules encompassed in the Affidavits. BROADCASTER is required to monitor Network's daily closed-circuit feeds in order to receive changes in the Program and/or Commercial Schedules and to be advised of changes in said schedules.
- B. Network may, from time to time, offer "Specially Designated Programs" for broadcast. For the purposes of this AGREEMENT, Network will pay BROADCASTER for such programs an hourly rate of \$1000 for each hour or a pro rata amount thereof for shorter periods (the "Station Rate"). For the purposes of this AGREEMENT, "Specially Designated Programs" are defined as programs expressly denoted as "Specially Designated Programs" in the program offering and which specifically refer to "Station Rates" as provided for in this subparagraph. BROADCASTER is not required to accept any Specially Designated Program (s).
- C. In consideration of the broadcast by BROADCASTER on STATION of the Program and/or Commercial Schedules made available by Network, Network is providing the programming and commercial material (including all contents) to the STATION.
- D. It is the essence of this Agreement:
 1. That Network programs are furnished hereunder solely for broadcast on STATION as herein provided and for no other use or purpose, whatsoever;
 2. That BROADCASTER's rights hereunder are only with respect to NETWORK and that BROADCASTER shall in no event broadcast any other programs which may be transmitted by Network. It is further specifically understood that if BROADCASTER shall fail to broadcast any Network program for which it is obligated hereunder to broadcast, then Network, without limiting any other rights which Network may have as a result thereof, shall have the right to make such program available to any other station in STATION's City of License; and

Westwood One Initial _____

1

Affiliate Initial _____

that BROADCASTER will not without prior Network approval, or as provided in the applicable program AGREEMENT, make any deletions from or additions to, or broadcast any non-Network announcements during any Network program furnished BROADCASTER hereunder.

III. PROOF OF BROADCASTING

- A. During the Term(s) of this AGREEMENT and at the precise times designated by Network, BROADCASTER will furnish to Network specific, complete, accurate and fully-executed affidavits on forms provided by Network setting forth proof of broadcasting of all Programs and Commercials included thereon.
- B. In the event BROADCASTER fails to broadcast any scheduled Programs or Commercials for any week during the Term(s), BROADCASTER recognizes that such failure will cause Network financial damage the precise amount of which may be impossible to determine. In the event BROADCASTER fails to broadcast any scheduled Commercial for any week during the Term(s), BROADCASTER shall cure such default by Broadcasting the missed Commercial within fourteen (14) days of such default.

IV. FORCE MAJEURE; SUBSTITUTIONS

- A. Neither party will have any liability hereunder if performance by such party shall be prevented, interfered with or omitted because of labor dispute, failure of facilities, act of God, government or court action, or any other similar or dissimilar cause beyond the control of the party so failing to perform hereunder.
- B. Network may substitute a program which it deems of public importance for any scheduled Network program. Network may also, upon advance notice to STATION, preempt and appropriate for other purposes the broadcast time of any scheduled Network programs.

V. TRANSFER OF STATION

BROADCASTER shall give Network immediate notice when an application is filed with the FCC for an assignment of license to operate the STATION or transfer of control, including but not limited to a sale of assets. In any agreement for assignment or transfer of control, BROADCASTER shall require the purchaser to agree to perform, beginning on the date when said purchaser assumes the operation of STATION, all of the obligations of BROADCASTER then remaining to be performed under this AFFILIATION AGREEMENT. Notwithstanding such assumption, Network may, at its sole discretion, terminate this AGREEMENT by giving not less than thirty (30) days notice to purchaser after receiving notice of such assignment or transfer. Recognizing that BROADCASTER's failure to comply with the provisions of the first two sentences of this paragraph will cause Network substantial financial loss and damage, the precise amount of which may be impossible to determine, it is agreed as liquidated damages for such failure and breach by BROADCASTER, that BROADCASTER shall pay Network in accordance with the provisions of Article III, Subparagraph B for all Programs and/or Commercials which BROADCASTER or purchaser fails to broadcast for the duration of the Term of this AGREEMENT. In addition, not later than fourteen (14) days after the date of the execution of an agreement for the transfer or assignment of the STATION, BROADCASTER shall give to Network written notice thereof. In the event of

Westwood One Initial _____

Affiliate Initial _____

termination of this AGREEMENT in accordance with the terms of this subparagraph, BROADCASTER and Network shall remain liable for any amounts credited to and/or due and owing the other at the time of sale or transfer. Under all circumstances, BROADCASTER shall remain liable for failure of BROADCASTER's assignee/successor to assume any obligations hereunder.

VI. LICENSES

BROADCASTER will maintain for STATION such licenses, including, but not limited to ASCAP and BMI licenses, as are necessary for the broadcast of Network Programs and Commercials.

VII. TERM, TERMINATION

- A. The Term(s) of this AGREEMENT will commence on 12/19/05 and will continue until 12/18/07 (the "Original Term"), or as adjusted from the actual on-air date as may be agreed to by the parties in writing; and this AGREEMENT shall be renewed automatically for successive periods of (2) year(s) each (the "Renewal Term(s)") until terminated as herein provided. The "Original Term" and "Renewal Term" collectively are referred to as the "Term(s)" herein.
- B. Termination:
1. Network may immediately terminate this AGREEMENT by giving BROADCASTER notice of termination if BROADCASTER and/or its agents violate any provision of this AGREEMENT and fails to cure such material violation within ten (10) days after Network gives BROADCASTER notice.
- C. Notwithstanding the foregoing, Network will have the right to terminate this AGREEMENT effective immediately by giving BROADCASTER notice of termination if any one of the following occurs:
1. BROADCASTER violates any material provision of this AGREEMENT and said violation, by its nature, cannot be cured;
 2. BROADCASTER fails to carry at least 80% of the Programs and/or Commercials scheduled during any consecutive two (2) months, or during any non-consecutive four (4) months in any twelve (12) month period;
 3. STATION's City of License is changed; or
 4. BROADCASTER has filed false, inaccurate or incomplete information concerning the broadcast of Network Program or Commercial material.
- D. BROADCASTER and NETWORK will have the right to terminate this AGREEMENT effective after the first year of the term by giving the other party not less than ninety (90) days prior written notice of termination.

Westwood One Initial _____

3

Affiliate Initial _____

- E. In the event Network's right of termination occurs under any of the provisions of this AGREEMENT, then such right of termination shall be deemed to have occurred with respect to all agreements then in effect between BROADCASTER and/or STATION and Network's parent, Westwood One, Inc. or any of its subsidiaries and associated companies, including but not limited to Mutual Broadcasting System, National Radio network (NBC Radio Networks), Talknet, The Source, Westwood One Radio Networks and any and all other companies associated by common ownership or operating control with Network.
- F. Termination of this AGREEMENT by Network by reason of any violation by BROADCASTER is without prejudice to any and all other rights and remedies to which Network may be entitled.

VIII. ARBITRATION

All claims, disputes and controversies of every kind and nature arising out of or in connection with this AGREEMENT shall be determined by arbitration in New York, New York, in accordance with the rules of the American Arbitration Association.

IX. COPYRIGHT, TRADEMARK AND SERVICE MARK LIMITATIONS

- A. The copyright, trademarks and all other rights in the material supplied by Westwood One Radio Networks shall remain the property of Westwood One Radio Networks or such copyright, trademark and other rights holders from whom Westwood One Radio Networks has licensed or otherwise acquired rights. The user shall be obligated to comply with all copyright, trademark and other laws in its own jurisdiction necessary to protect the copyright and all other rights in the material on behalf of the rights holders. The foregoing shall not limit Network or Westwood One Radio Network's rights or remedies for BROADCASTER's unauthorized use of the proprietary interests of its trademarks, copyrights or service marks.
- B. Notwithstanding the foregoing, use of the Program(s) by Licensee is for radio broadcast only. Licensee acknowledges that it has no right to broadcast or otherwise transmit the Program(s), or any part thereof, by any means other than radio broadcast, and Licensee agrees that any unauthorized use or transmission, including but not limited to transmission through the Internet, will be deemed a material breach of this AGREEMENT and an infringement on Network's proprietary rights in the Program(s). In the event of such an unauthorized transmission or broadcast, NETWORK shall be entitled to all remedies, legal and/or equitable, against Licensee.

X. MISCELLANEOUS

- A. Any question as to the validity, construction or performance of this AGREEMENT shall be governed by the laws of the State of New York.
- B. This AGREEMENT contains the entire understanding between Network and BROADCASTER with respect to its subject matter, supersedes all previous agreements or understandings between them with respect thereto, and shall, except for changes and revisions by Network related to Programs and Commercial Schedules, not be modified except by a signed writing.
- C. Neither this AGREEMENT nor any provision thereof shall be binding on Network's duly authorized officers. No waiver by either party of any breach of this AGREEMENT by the other shall be deemed to be a waiver of any preceding or subsequent breach thereof, nor shall a waiver granted by Network for any other station be applicable as precedent hereunder.

Westwood One Initial _____

Affiliate Initial _____

- D. If any portion of the AGREEMENT shall be held to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Additionally, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this AGREEMENT a provision as similar to such former provision as shall be legal, valid and enforceable.
- E. Each notice, consent, approval or request to be given hereunder must be sent by U.S. Postal Service or other means of communication; except all notices relating to substantive changes to the AGREEMENT shall be by telegram, mailgram, delivery service, registered mail or certified mail and shall be deemed given on the date when so mailed.
- F. During the Original and Renewal Terms of this AGREEMENT, Network shall have the right to use the name of BROADCASTER, STATION's call letters, and the names and/or pictures of STATION personnel or any of BROADCASTER's officers in connection with promotion of the Network and your association with it.
- G. For the purposes of this AGREEMENT and the attached Schedule A, the terms "commercial minute" or "minute" shall be interpreted to consist of either two (2), thirty (:30) second announcements or one (1), sixty (:60) second announcement.
- H. Paragraph headings used herein are for informational purposes only and shall not define nor limit the provisions of this AGREEMENT.
- I. Any amount for which BROADCASTER is obligated to Network hereunder shall be paid by BROADCASTER within thirty (30) days after invoice from Network.
- J. The attached Schedule "A" also referred to herein as the Program and Commercial Schedule is hereby incorporated by reference, and is part of the terms and conditions of this AGREEMENT, and shall be subject to changes and revisions in accordance with Paragraph A of Article II herein.
- K. The individual executing this AGREEMENT hereby warrants and represents that he/she is legally authorized to execute agreements on behalf of BROADCASTER and STATION and does so intending to be bound legally.

Westwood One Initial _____

Affiliate Initial _____

XI. PROGRAM SERVICES

A. All references to "programs" in this affiliation AGREEMENT refer specifically to the program services listed below, and in no case refer to Westwood One Radio Networks programs, unless otherwise stipulated by separate agreements:

1. Newscasts broadcast at Top of the hour between 6A-10P EST.
2. Designated unanchored longform news coverage from MSNBC.
3. Special reports (not including bulletins)

BROADCASTER and STATION acknowledge that they are limited to the program services listed in 1-3 above, and expressly warrant and represent that they will not access any other programs, newscasts, or services delivered and distributed by Westwood One Radio Networks, and its parent and associated companies, including, but not limited to Talknet, Mutual Broadcasting System, The Source, and NBC Radio Network, unless authorized under other separate and independent contractual arrangements.

B. It is mutually agreed by BROADCASTER and Westwood One that BROADCASTER is obligated to air commercials only as described in the Schedule A.

BROADCASTER:

BY: 

Tricia Woods
Vice President
Intermart Broadcasting of Georgia, Inc.

2695 Burford Hwy Ste. 110
Atlanta, GA 30324

DATE: 12/1/05

WESTWOOD ONE RADIO NETWORKS:

BY: _____

Chris Greene
Sr. Vice President of Affiliate Sales

40 West 57th St
New York, NY 10019

DATE: _____

Westwood One Initial _____

Affiliate Initial 

SCHEDULE A
FOR WWAA-AM AS OF 12/05/05

Radio Station **WWAA-AM**

TELEPHONE: 404-266-2257

2695 Burford Hwy Ste. 110
 Atlanta, GA 30324

ZONE: EST
 TIME: 6AM-10PM

Name: NBC News Radio
 Schedule A

	Pacific	Mountain	Central	Eastern
6:00 AM	AM	AM	AM	AM
7:00 AM	AM	AM	AM	AM
8:00 AM		AM	AM	AM
9:00 AM			AM	AM
10:00 AM	MD	MD	MD	
11:00 AM	MD	MD	MD	MD
12:00 PM	MD	MD	MD	MD
1:00 PM		MD	MD	MD
2:00 PM			MD	MD
3:00 PM	PM	PM	PM	
4:00 PM	PM	PM	PM	PM
5:00 PM	PM	PM	PM	PM
6:00 PM		PM	PM	PM
7:00 PM	EVE	EVE		
8:00 PM	EVE*	EVE	EVE	
9:00 PM	N/A	EVE*	EVE	EVE
10:00 PM	N/A	N/A	EVE*	EVE
11:01 PM*	N/A	N/A	N/A	EVE*

* 11:01 PM in Eastern is spot only (see EVE* in non-Eastern Time Zones).

AM = AM Drive Spot
 MD = Mid-Day Spot
 PM = PM Drive Spot
 EVE = Evening Spot

REPORTS: M-FRI 6:00AM TO 10:00PM (EASTERN TIME), REPORT DURATION IS 1 MINUTE.

SPOTS: M-SUN 6:01 AM TO 11:01PM (EASTERN TIME), SPOT BREAK DURATION IS 1 MINUTE.

STATIONS: Stations must run at least two minutes 6A-10A, two minutes 10A-3P, two minutes 3P-7P and two minutes 7P-12MD per day for a total of 40 minutes Monday to Friday in non-shaded hours.

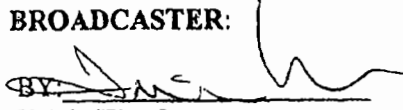
Weekday spots should run with the reports on the day scheduled.

Westwood One Initial _____

7

Affiliate Initial _____

BROADCASTER:

BY: 
Tricia Woods

Vice President
Intermart Broadcasting of Georgia, Inc.
2695 Buford Hwy. Ste. 110
Atlanta GA 30324

DATE: 12/17/05

WESTWOOD ONE RADIO NETWORKS:

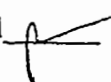
BY: _____
Chris Greene

Sr. Vice President of Affiliate Sales

40 West 57th St
New York, NY 10019

DATE: _____

Westwood One Initial _____

Affiliate Initial 

RIDER

Rider annexed to and made part of Affiliation Agreement dated 12/05/05 by and between **Westwood One Radio Networks** ("Network") delivering **NBC RADIO NEWS** to **Intermart Broadcasting of Georgia, Inc.** ("Broadcaster") of station **WWAA-AM, 1690** ("Station").

The following provision(s) shall constitute a part of said Affiliation Agreement as though set forth therein:

- A. Notwithstanding all other terms and conditions of this AGREEMENT, BROADCASTER understands and agrees that all affidavits for programming and/or commercial inventory clearance must be submitted to NETWORK via the Internet on forms as provided therein. Said affidavits must be submitted to NETWORK within seven (7) days after each standard broadcast week.
- B. This Agreement shall cancel and supersede the previous CNN Radio News Agreement dated 5/05/05.
- C. NETWORK grants BROADCASTER access to unbranded CNN daily features during the term of this Agreement..
- D. Notwithstanding the provisions of Article VII. D. of the AGREEMENT, in the event of an application of ownership transfer of the STATION or STATIONS, BROADCASTER shall have the right to terminate this AGREEMENT provided that 1) NETWORK must receive not less than ninety (90) days prior written notice of termination from BROADCASTER.

BROADCASTER:BY: 

Tricia Woods

Vice President

Intermart Broadcasting of Georgia, Inc.

2695 Buford Hwy. Ste. 110

Atlanta GA 30324

WESTWOOD ONE RADIO NETWORKS:

BY: _____

Chris Greene

Sr. Vice President of Affiliate Sales

40 West 57th St

New York, NY 10019

DATE: 12/6/05

DATE: _____

Westwood One Initial _____

Affiliate Initial 

WESTWOOD ONE

CBS RADIO NETWORKS

A Division of Westwood One Radio Networks, Inc.

This AGREEMENT, dated the 11/11/05 is between CBS Radio Networks, a Division of Westwood One Radio Networks, Inc., 40 West 57th Street, New York, NY 10019 (hereinafter "CBS"), and Intermart Broadcasting of Georgia, Inc. authorized to operate station WWAA-AM, 1690 (herein called "Station") authorized to Avondale Estates, GA whose business address is 2695 Buford Hwy. NE Atlanta, GA 30324

1. CBS shall furnish news broadcasts, other programs and commercial announcements and services as part of **CBS RADIO NETWORKS** as set forth in Exhibit B.
2. CBS may from time to time preempt, reschedule, cancel, or substitute for the programs and commercial announcements and services listed in Exhibit B.
3. CBS and Station agree to abide by the terms and conditions described in Exhibit A, attached hereto.
4. Station will broadcast network programs and commercials contained on Exhibit B and agrees to certify the broadcasts of network programs and commercials on forms (which may be printed on hard copy or electronically transcribed and transmitted) provided by CBS and to return such forms to CBS by the due date noted on such forms.
5. Station may not, without CBS's prior consent, broadcast any CBS Radio material except such material included in Exhibit B or other material specifically offered to Station by CBS.
6. The term of this AGREEMENT shall be from 12/12/05 to 12/31/07 and will be automatically renewed on the same terms and conditions for additional consecutive periods of two (2) years each.
7. Station and CBS will have the right to terminate this Agreement effective after the first year of the term by giving the other party not less than ninety (90) days prior written notice of termination.

IN WITNESS WHEREOF, this Agreement which includes Exhibits A, B, C and The Rider has been signed by CBS Radio Networks and Station.

BROADCASTER

By: 

Tricia Woods

Vice President

Intermart Broadcasting of Georgia, Inc.

2695 Buford Hwy. NE

Atlanta, GA 30324

DATE: 12/8/05

CBS RADIO NETWORKS

A Division of Westwood One Radio Networks

By: _____

Chris Greene

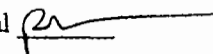
Sr. Vice President of Affiliate Sales

Westwood One Radio Networks

40 West 57th St

New York, NY 10019

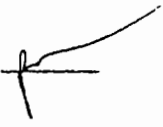
DATE: _____

Affiliate Initial 

1 Westwood One Initial _____

EXHIBIT A

1. Station warrants that the commercials and program material Station accepts for broadcast shall be aired without interruption, deletion or addition of any kind except as provided in paragraph 2. CBS shall give Station appropriate notification of the network broadcast hereunder and of the products and services to be advertised.
2. Station may broadcast news programs supplied by CBS, live or on a delayed basis, intact, with no deletions or additions, or Station may make recordings (herein "News Excerpts") of such news events as are broadcast in CBS news broadcasts and may cut, edit and broadcast such News Excerpts, but only as part of Station's local radio news programs and subject to the following provisions: The rights granted under this paragraph shall extend only to news broadcasts, and Station is not authorized to make excerpts of program material supplied by CBS to Station. Station shall not broadcast any News Excerpts, whether or not cut and/or edited, in such a manner as to distort or misrepresent any matter or event contained or referred to in any CBS program as received by Station. Station shall not state or indicate in any way during a local radio news program on which a News Excerpt is broadcast that such program or News Excerpt is produced by CBS. Any News Excerpt containing the voice of any CBS News correspondent, commentator or reporter which may be broadcast by Station pursuant to this paragraph, may be broadcast an unlimited number of times during the 48-hour period commencing with the time the CBS program from which the News Excerpt was recorded was first made available for broadcast; and, thereafter, Station may broadcast such News Excerpt only once and that must be within the five-day period immediately following such 48-hour period. With respect to News Excerpts authorized by this paragraph, Station shall observe any additional limitations, special instructions, restrictions and/or prohibition that CBS may impose from time to time by notice to Station. Station shall indemnify and hold CBS harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising from Station's broadcast of any News Excerpts contrary to the provisions of this paragraph. In no event shall CBS be liable to Station for claims arising out of CBS's failure to supply any program covered by this Agreement.
3. Nothing herein shall be construed to prevent Station from refusing a CBS program or commercial which Station reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest or from substituting a program of greater local or national importance.
4. Neither Station nor CBS shall be liable to the other for claims by third parties or for failure to operate facilities or supply programs or commercial announcements for broadcasting.
5. Station shall immediately notify CBS at such time as application may be made to the Federal Communications Commission for the transfer of any interest in the Station or any assignment of the license to operate the Station specified in this Agreement. Should such assignment or transfer occur, such assignment or transfer shall expressly state that the assignee or transferee assumes all obligations contained in this Agreement between the Station and CBS. Notice of such assignment or transfer shall be provided to CBS within twenty 20 days of consummation.

Affiliate Initial 

2 Westwood One Initial _____



Exhibit A (continued)

6. Should at any time during the term of this Agreement, the power of the Station's broadcast signal be materially increased or decreased or if the Station's coverage area is substantially increased or decreased or otherwise materially altered, Station will notify CBS of this change in signal power, and/or coverage area. Following such notification CBS will have 14 days during which it may terminate this Agreement by providing notice of such termination to Station.
7. All notices required or permitted to be given hereunder shall be given in writing, either by personal delivery or by mail or by courier service or by fax or by electronic mail (except as otherwise expressly herein provided). Notice to CBS Radio Networks shall be addressed to the Senior Vice President, Affiliate Relations, Westwood One Radio Networks, 40 West 57th St. New York, NY 10019. Notice to the Station shall be addressed to the address appearing on Page 1 of this Agreement or such other address as Station may designate in writing by registered mail. Notice given by mail shall be deemed given on the date of mailing thereof. Proof of transmission by Fax, or by Electronic mail, must be retained by sender.
8. This Agreement shall be construed in accordance with the laws of the State of New York applicable to contracts fully to be performed therein, cannot be changed or terminated orally, and is subject to all applicable laws, rules and regulations, present and future, including rules and regulations of the Federal Communications commission.
9. CBS, at its expense, shall cause the network programming, covered by this Agreement to be transmitted to a communication satellite whose signal may be received in Station's area. CBS reserves the right to distribute network programming, covered by this Agreement via any reasonable alternative distribution system. Station shall provide at its own cost and expense the satellite receiver, the lines, and/or any other facilities and services required to interconnect the Station with CBS during the term of this Agreement.
10. Notwithstanding anything to the contrary herein, CBS Radio shall have the right to reschedule, cancel or vary the time, method of delivery and/or format of the Programs furnished under this Agreement.
11. Notwithstanding the foregoing, use of the Program(s) by Licensee is for radio broadcast only. Licensee acknowledges that it has no right to broadcast or otherwise transmit the Program(s), or any part thereof, by any means other than radio broadcast, and Licensee agrees that any unauthorized use or transmission, including but not limited to transmission through the Internet, will be deemed a material breach of this Agreement and an infringement on Network's proprietary right in the Program(s). In the event of such an unauthorized transmission or broadcast, Network shall be entitled to all remedies, legal and/or equitable, against Licensee.

Affiliate Initial 3 Westwood One Initial 

EXHIBIT B

For programs and services listed as exclusive, Station's right to utilize the program or service will be exclusive with respect to all other radio stations licensed to Station's city of license. Should Station notify CBS of its intention not to broadcast a program or utilize a service listed on this Exhibit B as exclusive to Station, CBS may offer such program or service to any other radio station.

From time to time, CBS may offer Station the Exclusive right to broadcast programs not listed in this Exhibit B. Such offers will be exclusive with respect to all other radio stations in Station's city of license and remain open for 72 hours after which CBS may offer the program to any other radio station.

Exclusive Programs and Services

CBS News On The Hour
The Osgood Files
World News Roundup
The Dave Ross Show
Raising Kids in the 90's
Healthtalk
Sports World Roundup
In the Marketplace

Face the Nation
Sportstime
Your Dollars
Science Today
What's in the News
Sports Central USA
Harry Smith Reporting
Newsfeed Features

Non-Exclusive Programs & Services

CBS Newsbrief
Mormon Tabernacle Choir
Newsfeed Actualities
Sportsfeed
InfoLink
CBS News Crisis Coverage (exclusive subject to restrictions)
CBS Morning Resource

Affiliate Initial 4 Westwood One Initial 

Exhibit B (continued)

The total number of network commercial minutes station will clear each week is as follows:

	Minutes Per Day
<u>Monday-Friday</u>	
6AM- 10AM	11
6AM- 7PM	3
10AM-3PM	10
3PM-7PM	8
7PM-11:59PM	10
<u>Saturday</u>	
6AM-10AM	8
10AM-3PM	10
3 PM-7PM	8
7PM-11:59PM	10
<u>Sunday</u>	
6AM-10AM	8
10AM-3PM	10
3PM-7PM	8
7PM-11:59PM	10

Total 282 Minutes/Week

Station will run each commercial minute in the daypart in which it is scheduled, Monday-Sunday 6AM-11:59PM. Station agrees to provide equal rotation of network commercials within the above scheduled clearance parameter.

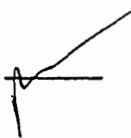

Affiliate Initial 5 Westwood One Initial 

EXHIBIT C


1. In consideration for broadcasting 282 minutes per week of Network's 6AM-12 Midnight, Monday-Friday Schedule A commercials, Network will compensate BROADCASTER, at the monthly rate of \$4,333.33, payable within ninety (90) business days after receipt by NETWORK of specific, complete and fully executed Affidavits for the applicable month. BROADCASTER's failure to return Affidavits within ninety (90) days from the last date of broadcast for the applicable month will result in non-payment of compensation to BROADCASTER by NETWORK. If BROADCASTER fails to broadcast the agreed number of commercial minutes per week as scheduled, then deductions shall be made from the monthly payment at the rates below:

	<u>Per :60</u>	<u>Per :30</u>
For clearance percentage of <u>100 %</u> to <u>95%</u>	\$ 3.84	\$ 1.92
Deduct Rate for ALL commercials when clearances are below <u>95 %</u>	\$19.21	\$ 9.60

Payment will zero out at approximately 80 % clearance, also note clearances in daypart exclude credit for missed commercials or commercials cleared out of dayparts indicated above. BROADCASTER shall begin earning the aforementioned compensation on 12/12/05.

2. The foregoing compensation payments and potential audience delivery are based on a station audience level of 2,200, 25-54 Adults DMA AQH Monday through Friday 6am-12 Midnight, as reported in the Arbitron Radio Report for ALL DMA'S. Compensation payments will be adjusted according to STATION's audience delivery Monday through Friday 6am-12Midnight as reported in each Arbitron Radio Report for station DMA'S. *Said adjustments will be effective beginning on and October 1 for Spring and April 1 for Fall Reports. Compensation will either increase or decrease based on an annual rate of \$ 23,636.36 per One Thousand adults in the above demographic. Deduction rates for failure to broadcast shall either increase or decrease in proportion to adjustments in compensation.

*First compensation adjustment to occur in October 2006, based on Spring 2006 Arbitron report.

Affiliate Initial 

6 Westwood One Initial _____



11/11/05

RIDER

Rider annexed to and made part of Affiliation Agreement dated 09/15/05 by and between Westwood One Radio Networks ("Network") delivering CBS Radio News to Intermart Broadcasting of Georgia, Inc. ("Broadcaster") of station WWAA-AM, 1690 ("Station").

The following provision(s) shall constitute a part of said Affiliation Agreement as though set forth therein:

1. Notwithstanding all other terms and conditions of this AGREEMENT, BROADCASTER understands and agrees that all affidavits for programming and/or commercial inventory clearance must be submitted to NETWORK via the Internet on forms as provided therein. Said affidavits must be submitted to NETWORK within seven (7) days after each standard broadcast week.
2. Notwithstanding the provisions of Exhibit A, Paragraph 5 of the AGREEMENT, in the event of an application of ownership transfer of the STATION or STATIONS, BROADCASTER shall have the right to terminate this AGREEMENT provided that: 1) NETWORK must receive not less than ninety (90) days prior written notice of termination from BROADCASTER.
3. Notwithstanding the provisions of Exhibit B, NETWORK will make all reasonable efforts to ensure that CBS Radio News is not placed on direct format competitors of STATION within the Atlanta Metro market, with the exception of current affiliates WCNN-AM, 680.0 and WFOM-AM, 1230.0.
4. Exhibit A paragraph 11 is amended to; Broadcaster may simulcast the Program in its committed entirety, including the Network Commercials, via the Internet on WWAA-AM only, free of charge to and for the personal, non-commercial use of visitors to the web site, and may not redistribute the Program in any other manner; provided however, that Broadcaster shall be responsible for all licenses, consents (other than the consent of Westwood and Westwood talent), clearances, costs, fees and expenses, including public performance licenses and union fees, in connection with its simulcast of the Program.
5. NETWORK understands and agrees that BROADCASTER may elect to clear only the commercial inventory from Exhibit B in the event of a format category change from a talk format.

BROADCASTER

By: 

Tricia Woods
Vice President
Intermart Broadcasting of Georgia, Inc.
2695 Buford Hwy. NE
Atlanta, GA 30324
DATE: 12/9/05

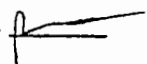
CBS RADIO NETWORKS

A Division of Westwood One Radio Networks

By: _____

Chris Greene
Sr. Vice President of Affiliate Sales
Westwood One Radio Networks
40 West 57th St.
New York, NY 10019

DATE: _____

Affiliate Initial 

7 Westwood One Initial _____



Radio Station
Blanket/Per Program License Agreement

BMI-03

Account #

1198305

License Type

Blanket

COPY

AGREEMENT, made between BROADCAST MUSIC, INC., a corporation organized under the laws of the State of New York with principal offices at 320 West 57th Street, New York, N.Y. 10019 ("BMI") and

Call Letters

and Band

WSWK-AM

Freq. 1690

FCC Community

of License

Avondale Estates

(city)

GA

(state)

Intermar Broadcasting of Georgia, Inc.
(Legal Name of LICENSEE)

Please Check Appropriate Box and Complete

- ☒ A corporation organized under the laws of the State of Florida
- ☐ A limited liability company organized under the laws of the State of _____
- ☐ A partnership consisting of _____
- ☐ An individual residing at _____

(hereinafter "You" or "LICENSEE") licensing the radio broadcasting station ("Station") presently receiving mail at:

3434 SW 26th PLACE

(Street Address or P.O. Box)

CAPE CORAL

(City)

FL 33914

(State)

(Zip Code)

(239) 542-4200

(Telephone Number)

Location of Station: ☐ Check box if same as above.

38 Kenmore Hall NE

(Street Address)

Atlanta

(City)

GA

(State)

30324

(Zip Code)

email address: _____

with the Radio Station Web Site URL: <http://> _____

1. Term.

The term of this Agreement commences as of March 1, 2004, and ends on December 31, 2006, unless earlier terminated as hereinafter provided.

2. Definitions.

- A. **"Background for an announcement"** shall mean mood, atmosphere or thematic music performed as background to an otherwise non-musical commercial, public service, or station promotional announcement not exceeding sixty (60) seconds in length.
- B. **"BMI Repertoire"** shall mean musical works for which BMI may own or control the right to grant public performing right licenses at the time of Station's performance.
- C. **"Incidental Use"** shall mean music used as themes or signatures; bridges, cue or background music aggregating less than two and one-half minutes in duration in any fifteen minute programming period; public domain music in arrangements controlled by BMI on which BMI pays no royalties; and music which is used only incidentally to the broadcast of a news event or sports event.
- D. **"Interim Radio Station Licenses"** shall mean the 1992 BMI Single Station Radio Blanket License and the 1992 BMI Single Station Radio Per Program License.
- E. **"Jingle"** shall mean an advertising, promotional or public service announcement containing musical material (with or without lyrics) where the musical material was originally written for advertising, promotional or public service announcement purposes, or a musical work originally written for other purposes, with the lyrics changed for advertising, promotional or public service announcement purposes, not exceeding sixty (60) seconds in length and used with the permission of the interested writer or publisher affiliated with BMI.
- F. **"Local Management Agreement"** shall mean any agreement under which any other entity becomes a Local Manager in regard to Station.
- G. **"Local Manager"** shall mean any entity not under common ownership or control of LICENSEE which is authorized to resell 10% or more of Station's air time and (1) simulcasts or sells announcements on Station in combination with a radio station owned or operated by the entity, which station has entered into a BMI Radio Station License Agreement; or (2) has assumed, contractually or otherwise, responsibility for the management of Station.
- H. **"Programming period"** shall mean a fifteen (15) minute period of broadcasting commencing on the hour and at fifteen (15), thirty (30), and forty-five (45) minutes past the hour without regard to whether such period contains one or more programs or announcements.
- I. **"Radio broadcasting"** shall mean audio "over-the-air" broadcasting in all of its forms, excluding: (1) transmission or retransmission of an over-the-air broadcast signal on the Internet and (2) FCC-licensed commercial low power audio broadcasting, with similar technical characteristics and requirements as currently defined in 47 C.F.R. Section 73.801 et seq. Radio Broadcasting shall include, on an experimental basis, simultaneous transmission of an FCC-licensed digital broadcast signal identical in content to the Radio Station Signal licensed hereunder.
- J. **"Radio Station Signal"** shall mean Station's FCC-licensed over-the-air radio broadcast transmission.
- K. **"Radio Station Web Site"** shall mean LICENSEE's Internet computer service comprising a series of interrelated web pages which is registered with a domain name registration service and which LICENSEE makes available to consumers over the Internet.
- L. **"Territory"** shall mean the U.S. Territory and the territories represented by non-U.S. performing right licensing organizations as posted in the licensing section of the BMI web site located at <http://www.bmi.com> (as may be amended by BMI at any time and without notice).
- M. **"U.S. Territory"** shall mean the United States, its Commonwealth, territories and possessions.

3. BMI Grant.

A. Over-the-Air-Signal. BMI grants to LICENSEE for the Term a non-exclusive license to publicly perform in the U.S. Territory, by radio broadcasting on Station, non-dramatic performances of all musical works in the BMI Repertoire during the Term.

B. Internet Streaming. BMI grants to LICENSEE for the Term a non-exclusive license to publicly perform all musical works in the BMI Repertoire during the Term by simultaneously streaming the Radio Station Signal over the Internet in the Territory from the Radio Station Web Site without alteration (except for advertising); provided, however, that the territorial scope of the grant of rights is limited to public performances within the U.S. Territory with respect to any musical works that are affiliated with BMI through a non-U.S. performing right licensing organization which is not one of the organizations listed on BMI's web site as Exhibit C to BMI's web site license as such list may be changed from time to time. The organizations listed on BMI's web site are available through a link on www.bmi.com/rmlclicense.asp. LICENSEE shall promptly notify BMI in writing upon making its Radio Station Signal available on its Radio Station Web Site, and upon discontinuing such service.

C. The rights granted in this Agreement shall not include the right to perform more than thirty (30) minutes of a full-length dramatic or dramatico-musical work (or a substantial part of a short dramatic or dramatico-musical work) such as an opera, operetta, musical show or ballet, but this exclusion shall not apply to such performances from (1) a score originally written for and performed as part of a radio program, or (2) the original cast, soundtrack or similar album of a dramatic or dramatico-musical work other than an opera.

D. The performances licensed hereunder may originate at any place, whether or not such place is licensed to publicly perform the musical works licensed hereunder, and regardless of the manner, means or methods of such origination. Nothing in this Agreement shall be deemed to grant a license to anyone authorizing any public performance in such other place of any such composition.

E. Nothing herein shall be construed as authorizing LICENSEE to grant to others, including but not limited to, any cable system, satellite carrier (including MMDS or similar wireless services), online services or ISP the right to retransmit to the public or publicly perform by any means, method or process whatsoever, any of the musical compositions licensed hereunder, or as authorizing any receiver of any radio broadcast to publicly perform or reproduce the same by any means, method or process whatsoever.

F. This Agreement licenses the transmission of the Radio Station Signal by streaming over the Internet *only* where consumers access such transmission from a page on the Radio Station Web Site and receive such transmission by means of a personal computer or other device capable of receiving such transmissions. This Agreement does not cover the transmission of the Radio Station Signal by streaming over the Internet where consumers access such transmission directly (as opposed to through a hyperlink to the Station's Web Site) from a page on a third party web site, or any uses of music on the Radio Station Web Site other than as part of the Radio Station Signal; such other uses shall be subject to appropriate separate licensing.

G. This Agreement does not cover transmissions of the Radio Station Signal where consumers are charged a fee for the right to access such transmissions, or extend to uses of the Radio Station Signal where the Radio Station Web Site is packaged or included on a tier of services for additional consideration, or where Radio Station Signal is offered for resale as a pay or premium audio service either independently or with other web sites or otherwise used by any third party as background audio. Such uses are subject to appropriate separate licensing.

4. License Fee; Minimum Fee; Taxes.

A. LICENSEE agrees that Station will pay fees annually to BMI hereunder in accordance with the agreement between BMI and the Radio Music License Committee ("COMMITTEE") that is attached as Exhibit A to this Agreement, the terms of which are incorporated herein by reference (the "BMI/COMMITTEE Agreement"). LICENSEE specifically agrees that Station will pay its share of the industry-wide fees for each year from 2003 through 2006 allocated to Station by the COMMITTEE under that agreement and in accordance with Exhibits B and C attached hereto.

B. For each month during the Term hereof commencing January 1, 2003, LICENSEE shall, on or before the first day of the following month, pay to BMI a sum equal to one twelfth of the annual fee payable by Station to BMI hereunder for that year as determined by the COMMITTEE pursuant to the allocation formula in the BMI/COMMITTEE Agreement.

C. For all periods through December 31, 2002, if Station was licensed under an interim BMI Single Station Radio Blanket or Per Program License, the license fees due and payable and all the additional terms and conditions therein shall be applicable hereunder for such periods, as provided in the BMI/COMMITTEE Agreement, and Station shall submit its Annual Statement (or Annual Financial Report) for 2002 and all other periods. The Interim Radio Station Licenses are incorporated by reference for all licensees whose licenses commenced prior to December 31, 2002. The Interim Radio Station Licenses will be available at BMI.com at www.bmi.com/rmlclicense.asp.

D. For the period commencing January 1, 2004, if Station elects a per program license, then Station must provide the music use reports required by paragraph 12 below.

E. In the event that the payment of any license fee to BMI by LICENSEE pursuant to this Agreement causes BMI to become liable to pay any state or local tax which is based upon the license fees received by BMI from licensees, the LICENSEE agrees to pay BMI the full amount of such tax together with LICENSEE's fee payment(s) as invoiced by BMI, within normal payment terms; provided, however, that BMI is permitted by law to pass through such tax to LICENSEE; and provided further that LICENSEE and BMI will cooperate in making reasonable efforts to seek to be exempt from the tax.

F. BMI may impose a late payment charge of 1% per month from the date the payment was due on any monthly payment that is received by BMI after the date payment was due.

5. Annual Statements of Gross Revenue.

A. For each calendar year, starting with 2003, if Station is required to submit an annual financial statement to ASCAP, Station shall submit a copy of said annual financial statement to BMI. If Station is not required to submit an annual financial statement to ASCAP, then for each calendar year of the term of this Agreement, Station shall submit, on or before April 1st, a statement of Station's annual gross revenues for broadcasting for the preceding calendar year on a form to be provided by BMI similar to the revenue range table attached hereto as Exhibit D. Station's annual gross revenues shall include Station's top line gross revenue charged to or on behalf of sponsors and donors, including net promotional revenues as defined in paragraph 1(b) of the BMI/COMMITTEE Agreement. Station's statement of annual gross revenues shall be signed by an employee of Station with financial responsibilities who is authorized by LICENSEE to submit such statement to BMI hereunder.

B. For each calendar year, starting with 2003, LICENSEE shall submit on or before April 1st of the subsequent calendar year, a statement of Station's Annual Gross Revenues for streaming on a form to be provided by BMI similar to the revenue range table in Exhibit E;

C. In the event that LICENSEE owns or controls one or more stations that are licensed by BMI under separate BMI license agreements, and LICENSEE's Annual Gross Revenues are derived from any source, either in whole or in part, as the result of offerings of the stations' broadcast facilities in combination, LICENSEE shall make an allocation on a reasonable basis of the *combined* Gross Revenues when filing Annual Gross Revenue Statements for each station as required by the BMI-03 Radio Station Blanket/Per Program License Agreement.

D. In the event that LICENSEE shall fail to submit the revenue statement required in subparagraph A, BMI may bill, commencing with May billing, and LICENSEE shall pay, in addition to any fees otherwise owed, a late fee equal to 24% of Station's monthly blanket or per program license fee (the "Late Report Fee"). This Late Report Fee shall be fully refundable to Station, but only if BMI receives the Annual Financial Reports on or before December 31st of the calendar year in which report was due. Any late report fees retained by BMI shall be in addition to Station's otherwise allocated annual license fees.

6. Licensee Breach.

In the event that LICENSEE shall fail to make payment or render any report under this Agreement, when and as due, BMI may give LICENSEE thirty (30) days notice in writing to cure such breach or default. In the event that such breach or default has not been cured within thirty (30) days of said notice, BMI may cancel this Agreement. The right to cancel shall be in addition to any and all other remedies which BMI may have in law or equity.

7. Blanket/Per Program License Changes.

A. If LICENSEE is operating under a blanket license as set forth in this Agreement, LICENSEE may, as of the first day of January or July during any calendar year commencing January 1, 2004, upon not less than sixty (60) days prior written notice to BMI using a form supplied by BMI, a copy of which is to be forwarded to the COMMITTEE by Station, elect to be licensed under a per program license as set forth in this Agreement; provided that Station has changed formats from a music to a non-music format and LICENSEE is current in all blanket license payments and reports required hereunder as of the effective date of LICENSEE's election.

B. If LICENSEE is operating under a per program license as set forth in this Agreement, LICENSEE must provide BMI with not less than sixty (60) days prior written notice to BMI of the event that Station has changed formats from a non-music to a music format and LICENSEE shall be deemed to have elected a blanket license hereunder as of the next ensuing January 1 or July 1 following the proper notice.

C. If LICENSEE is operating under a per program license as set forth in this Agreement, LICENSEE may, as of the first day of January or July, during any calendar year commencing January 1, 2004, upon not less than sixty (60) days prior written notice to BMI using a form to be supplied by BMI, a copy of which is to be forwarded to the COMMITTEE by Station, elect to be licensed under a blanket license as set forth in this Agreement, provided that LICENSEE is current in all per program license fees and reports due hereunder.

8. Indemnification.

BMI agrees to indemnify, save and hold harmless and defend LICENSEE, its advertisers and their advertising agencies, and its and their officers, employees and artists, from and against all claims, demands and suits that may be made or brought against them or any of them with respect to the performance under this Agreement of any material licensed hereunder; provided that this indemnity shall not apply to broadcasts of any musical work performed by LICENSEE after written request from BMI to LICENSEE that LICENSEE refrain from performance thereof. LICENSEE agrees to give BMI immediate notice of any such claim, demand or suit, and agrees immediately to deliver to BMI all papers pertaining thereto. BMI shall have full charge of the defense of any such claim, demand or suit, and LICENSEE shall cooperate fully with BMI therein. Notwithstanding the territorial scope of the license granted herein, BMI's obligation to indemnify LICENSEE for Internet streaming transmissions shall be limited to those claims, demands or suits that are made or brought within the U.S. Territory.

9. Local Management Agreement.

A. In the event LICENSEE enters into a Local Management Agreement as defined in Paragraph 2.F. hereof, within thirty (30) days of such agreement (1) LICENSEE shall provide BMI with a copy of such agreement and (2) Local Manager shall execute this Agreement in the signature space provided below. By signing this Agreement Local Manager becomes a party to this License Agreement and shall assume, with LICENSEE, all of the rights and obligations set forth in this Agreement for the full period the Local Management Agreement is in effect.

B. In the event LICENSEE becomes a Local Manager by entering into a Local Management Agreement with another station, LICENSEE shall notify BMI within thirty (30) days of entering into the agreement.

C. In the event that LICENSEE and/or Local Manager do not provide to BMI, on a timely basis, the documentation required by Paragraph 9.A., this License Agreement may be terminated by BMI on ten (10) days written notice.

D. In the event that the Local Management Agreement provided to BMI terminates prior to its stated termination date, LICENSEE and Local Manager shall immediately notify BMI of such termination.

10. Assignment.

This Agreement shall be non-assignable except to the person, firm or corporation acquiring the Federal Communications Commission license of Station, and upon assignment to such person, firm, or corporation and upon acceptance in form approved by BMI of the application of LICENSEE hereunder, LICENSEE shall be relieved of future liability under this Agreement as long as all Annual Statements have been filed by LICENSEE and all fees due BMI under this Agreement have been paid to BMI. Any assignment contrary to this Paragraph shall be void. This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective successors and assigns, but no assignment shall relieve the parties of their respective obligations under this Agreement.

11. Arbitration.

A. All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement (except for those within the jurisdiction of the BMI rate court) shall be submitted to arbitration in the City, County and State of New York for arbitration under the then prevailing Commercial Arbitration Rules of the American Arbitration Association. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction, including but not limited to the courts of New York State. Such award shall include the fixing of the costs, expenses and reasonable attorney's fees of arbitration, which shall be borne by the unsuccessful party.

B. If, during the term of this Agreement, any dispute arises between BMI and LICENSEE concerning the interpretation of any of the provisions of this Agreement, the resolution of which, in the judgment of BMI or the COMMITTEE, either jointly or severally, has or may have industry-wide impact, BMI and the COMMITTEE shall first endeavor to resolve such dispute, failing which either party may refer the matter to arbitration (unless BMI and the COMMITTEE agree on some alternative mechanism for dispute resolution); and LICENSEE agrees to be bound by the resolution of all such arbitrations involving BMI and the COMMITTEE. In the event of such a reference, each party shall bear its own costs, expenses and attorney's fees. In the event of such a reference, either party, as a preliminary matter, shall be entitled to assert that the dispute between them is not properly dealt with under the terms of this subparagraph.

12. Music Use Reports.

A. **All Stations.** LICENSEE, upon written request from BMI made on not less than one (1) week's notice specifying the period to be covered, agrees to furnish to BMI (at BMI's request electronically via a secure web site) a report of LICENSEE's performances by Station of all musical works, indicating the compositions performed by title, writer/composer and artist, or by such other convenient method as may be designated by BMI, but such report need not be furnished for more than one (1) week of each year of the Term. If reasonably feasible for Station, in lieu of the one week report required above, BMI may require that LICENSEE transmit to BMI for each day that Station broadcasts/streams its signal, a complete report of its feature performances of musical works by electronic means. If Station simultaneously streams its broadcast signal, Station shall advise BMI on the aforesaid reports of those hours Station's broadcast signal was streamed.

B. Per Program License Stations.

(1) For the calendar years 2004 through 2006, LICENSEE agrees to furnish to BMI and the COMMITTEE on thirty (30) days written notice a full, true, complete and accurate report, on forms furnished by BMI (at BMI's request electronically), for one week per calendar quarter (Quarterly Music Reports), which shall indicate, with respect to all programming during the week, regardless of origin, which have any musical content, the following: (a) the full title of each feature performance of a musical work; (b) the date and time of performance; and (c) the name(s) of the writer(s)/composer(s) and/or recording artist(s). BMI, or a representative of BMI, shall advise LICENSEE which week per quarter this will be done. A feature performance is defined as a performance of music other than music used as incidental use, "background for an announcement" or a "jingle" as defined in Paragraph 2 herein. The Quarterly Music Report shall be submitted with respect to all programming periods, even if no music was used (in which case only the requested identifying information need be completed along with the statement "No Music Used"), but shall not be

required to include the information set forth in this subparagraph for music in programming from a radio network licensed as a network by BMI, music in political programming and music in programming periods which LICENSEE concedes contain BMI music. Every programming period which contains music (other than a programming period in which the only music is Incidental Use or part of commercials) shall be listed on the report, even if the music falls into one of the exempt categories enumerated herein. In those cases, however, the category of exemption shall be indicated on the report form, listing the name of the network in the case of a network program.

(2) Said report shall be due to BMI and the COMMITTEE on or before 30 days after the week to which the report pertains. For the calendar years 2004 through 2006, in the event that LICENSEE shall fail to submit any Quarterly Music Report or fail to report performances of musical compositions as required by Paragraph 12.B(1), the following shall apply:

(a) *First Instance:* BMI shall advise LICENSEE in writing of same and will issue LICENSEE a warning.

(b) *Second and all Subsequent Instances:* BMI shall advise LICENSEE in writing of same and LICENSEE shall pay BMI \$500 + 5.75 times the per program fee for each of the prospective three months.

(c) LICENSEE's failure to report timely or correctly may not be cured by LICENSEE's submission of a late report for said period.

(3) For any quarter in which LICENSEE furnishes to BMI a complete electronic report of its feature performances of musical works for 24 hours a day, for each day, pursuant to paragraph 12.A., LICENSEE will not be required to submit Quarterly Music Reports.

13. CONFIDENTIALITY

(a) BMI shall treat as confidential, and shall not disclose to any third party (other than its employees, directors and officers and agents, in their capacity as such, on a need-to-know basis, and other than that as set forth in subparagraph (b) below), any financial or other proprietary documents or information provided to BMI by LICENSEE in connection with this Agreement; provided, however, that if BMI is served with a subpoena or other legal notice compelling the production of any such proprietary documents or information, BMI shall be obligated to give prompt written notice to LICENSEE of such subpoena or other notice. LICENSEE shall inform BMI in writing within seven (7) days of receiving written notification of a subpoena or other legal notice of its intention to object to such production, in which event LICENSEE shall bear the burden of opposing such production. If the subpoena requires a response or compliance in fewer than fourteen (14) days, BMI will inform LICENSEE in writing within three (3) days of receiving the subpoena and LICENSEE must inform BMI of its intention to oppose the production no later than five (5) days before compliance is called for.

(b) BMI is hereby authorized to provide to COMMITTEE such of LICENSEE's financial information, provided to BMI pursuant to this Agreement, as COMMITTEE may request in connection with its representation of the local radio industry, unless LICENSEE notifies BMI in writing to the contrary. COMMITTEE has agreed to treat as confidential any financial information provided to it by BMI pursuant to this Paragraph.

MISCELLANEOUS

14. In the event that the Federal Communications Commission revokes or fails to renew the broadcasting license of LICENSEE, or in the event that the governmental rules and regulations applicable to Station are suspended or amended so as to forbid the broadcasting of commercial programs by LICENSEE, LICENSEE may notify BMI thereof, and BMI within ten (10) days of the receipt of such notice shall, by written notice to LICENSEE, at BMI's option, either terminate or suspend this Agreement and all payments and services hereunder for the period that such condition continues. In the event that BMI elects to suspend this Agreement, such suspension shall not continue for longer than six (6) months, and this Agreement shall automatically terminate at the end of six (6) months' suspension. In the event that the condition giving rise to the suspension shall continue for less than six (6) months, BMI at its option, and on written notice to LICENSEE, may reinstate this Agreement at any time within thirty (30) days after the cessation of such condition.

15. In the event that any law now or hereafter enacted of the state, or political subdivision thereof in which Station and/or LICENSEE is located shall result in major interference with BMI's operations or in the refusal of a substantial number of radio stations therein to enter into license agreements with BMI or to make payments to BMI, BMI shall have the right at any time to terminate this Agreement on no less than sixty (60) days written notice to LICENSEE.

16. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when sent by ordinary first-class U.S. mail to the party for whom it is intended, at its mailing address hereinabove stated, or any other address which either party hereto may from time to time designate for such purpose, and when such notice is so mailed, it shall be deemed given upon the mailing thereof. Any such notice sent to BMI shall be to the attention of the Media Licensing Department - Radio Licensing. Any such notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or to the General Manager or Business Manager of Station.

17. On written notice to LICENSEE, BMI may, effective with such notice, withdraw from the license granted hereunder any musical work as to which any legal action has been instituted or a claim made that BMI does not have the right to license the performing rights in such work or that such work infringes another composition.

18. This Agreement constitutes the entire understanding between the parties, cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties. This Agreement, its validity, construction and effect shall be governed by the laws of the State of New York, without giving effect to its law of conflict of laws. The fact that any provisions herein are found to be void or unenforceable by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provisions. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement, made at New York, New York, has been duly executed by BMI and LICENSEE on AUG 16 2004.
(Month) (Day) (Year)

BROADCAST MUSIC, INC.

By: Michael O'Neill
(Signature)
Michael O'Neill
Vice President
(Print Name of Signatory)
Sales and Administration
Media Licensing
(Title of Signatory)

Intermark Broadcasting of 6A, Inc.
LICENSEE (Legal Name)
By: Patricia S. Woods
(Signature)
Patricia S. Woods
(Print Name of Signatory)
Vice President
(Title of Signatory)

Complete only if in a Local Management Agreement (Per ¶ 9.A.)

LOCAL MANAGER (Legal Name)
By: _____
(Signature)

(Print Name of Signatory)

(Title of Signatory)

Date: _____

Start Date of LMA: _____





KEITH F. MEEHAN
executive director

July 21, 2003

Mr. Marvin L. Berenson
Senior Vice President and General Counsel
Broadcast Music, Inc.
320 West 57th Street
New York, N.Y. 10019

Re: BMI Local Radio Station License Agreement

Dear Mr. Berenson:

This letter sets forth the Agreement ("Agreement") reached between Broadcast Music, Inc. ("BMI") and the Radio Music License Committee (the "COMMITTEE") setting forth the license fees and certain additional terms of the BMI-03 Radio Station Blanket/Per Program License Agreement (herein "BMI-03 Radio Station License") covering the period January 1, 2001, through December 31, 2006 (the "Current License Period"), and the terms of BMI blanket and per program licenses for the license period from January 1, 1997 through December 31, 2000. This Agreement is expressly incorporated in **paragraph 4** of the BMI-03 Radio Station License and is binding upon all local radio stations that: (i) were parties to the BMI rate court proceeding entitled U.S. v. BMI, In the Matter of the Application of Hicks Broadcasting of Indiana, et. al., (S.D.N.Y. Docket No. 64 Civ. 3787) (the "Hicks Proceeding"); (ii) were signatories to the 1997 or 2000 interim extensions of the 1992 BMI Single Station Radio Blanket License ("Interim Blanket License") and the 1992 BMI Single Station Radio Per Program License ("Interim Per Program License") (collectively, the "Interim Radio Station Licenses"); and/or (iii) are signatories to the BMI-03 Radio Station License (collectively, "Licensees").



The parties agree as follows:

1. (a) For the period January 1, 1997 through December 31, 2000, the interim license terms and interim license fees billed to and payable by local radio stations pursuant to the Interim Radio Station Licenses shall be considered final terms and license fees, subject to BMI's right to audit pursuant to those licenses. BMI's right to collect unpaid license fees shall in no way be prejudiced by this paragraph. The Interim Radio Station Licenses are incorporated herein by reference for all Licensees whose licenses commence prior to December 31, 2002. The Interim Radio Station Licenses are available at BMI.com at www.bmi.com/rmlclicense.asp.

(b) For purposes of clarifying the calculation of gross revenues under the Interim Radio Station Licenses, Licensees shall include "Net Promotional Revenue," which means all billings that station receives from third parties for the direct or indirect promotion of their businesses via the broadcast facilities of the station other than paid programs or commercial announcements (such as, but not limited to, bridal or craft shows, direct mailings, special sponsored events or publications, produced and promoted by the station), less those out-of-the-ordinary costs, such as booth rentals, printing and mailing expenses and cost of goods sold, that would not have otherwise been incurred without the promotional activity. Deductible costs may not exceed the cash payments received.

2. For the period January 1, 1997 through December 31, 2002, interim license fees payable and license terms for individual local radio stations pursuant to the Interim BMI-Local Radio Station Streaming License, as ordered by the BMI rate court on October 31, 2001, in the Hicks Proceeding, shall be considered final license fees and terms, subject to audit. BMI's right to collect unpaid license fees shall in no way be prejudiced by this paragraph. To the extent that a station has signed a BMI Internet license and paid fees thereunder for streaming for calendar year 2003, those fees will be applied to any final fees due for 2003 under this Agreement.

3. Industry-wide BMI broadcast license fees for all Licensees for the period January 1, 2001 through December 31, 2006 shall equal one billion forty million dollars (\$1.04 billion) plus the difference between \$152 million and the aggregate fees payable to BMI for 2002, pursuant to Interim Radio Station Licenses (the "Industry-wide Fees") (subject to audit). BMI retains the right to audit for the years 2001 and 2002 pursuant to the terms of the Interim Radio Station Licenses.

4. The Industry-wide Fees shall be payable to BMI annually pursuant to the following schedule (the "Annual License Payments"):



2001	-	\$149 million
2002	-	\$152 million plus the difference between \$152 million and industry-wide fees payable for 2002 to BMI pursuant to Interim Radio Station Licenses (subject to audit)
2003	-	\$163 million
2004	-	\$176 million
2005	-	\$192 million
2006	-	\$208 million

5. Each local radio station's share of the Annual License Payments shall be determined in accordance with the provisions of the license fee allocation formula developed by the COMMITTEE attached as Exhibit B to the License. By August 1 of each year starting 2003, BMI will provide the COMMITTEE with the data needed to make the allocation for the following year. By no later than October 1 of each year starting 2003, the COMMITTEE shall notify BMI of the allocation of license fees to each station for the following calendar year.

6. For the period January 1, 2003 through December 31, 2006, aggregate Industry-wide Streaming License Fees for all Licensees shall equal \$2 million (the "Industry-wide Streaming Fees"). The Industry-wide Streaming Fees shall be payable to BMI annually pursuant to the following schedule (the "Annual Streaming Payments"):

2003	-	\$350,000
2004	-	\$450,000
2005	-	\$550,000
2006	-	\$650,000

7. Each local radio station's share of the Annual Streaming Payments shall be determined in accordance with the provisions of the license fee allocation formula developed by the COMMITTEE and attached as Exhibit C to the License and shall be payable in full in BMI's January billing. By no later than July 1 of each year, BMI shall advise the COMMITTEE of the stations that BMI is aware of which are streaming their signals, and the COMMITTEE shall submit a complete list of streaming stations to BMI by no later than October 1st of each calendar year from 2003-06.



8. (a) BMI and the COMMITTEE anticipate that, for the years 2001 and 2003 through 2006, actual fees payable by Licensees may be higher (or lower) than the Annual License Payments for a given year as a result of changes in the number of individual local radio stations licensed pursuant to the Licenses, changes in the license status (e.g., from the Blanket to the Per Program License, or vice versa) of previously licensed stations, or changes in individual station license fees arising out of BMI audits for calendar year 2001. In the event that the fees payable by Licensees for any calendar year are greater (or less) than the Annual License Payments for that calendar year (exclusive of Instance Fees payable by per program stations pursuant to paragraph 12B(2) of the BMI-03 Radio Station License), such overpayment (or underpayment) will be deducted from (or added to) the Annual License Payments in the following calendar year. BMI shall bill or credit each Station its allocable share of the over/underpayment within the first quarter of the following year and payment of any underage billed is due upon receipt. If there is an over/underpayment for 2006, the parties agree that a billing or credit will be issued by BMI within the first quarter of 2007.

(b) If a new station(s) becomes licensed hereunder in any year from 2003-06 that did not have a BMI Blanket or Per Program License on the date this Agreement is executed and that was not licensed under a BMI/NRBMLC license for any period from 1997-2002, such station will pay the minimum fee for the first year it is licensed hereunder. Minimum fees paid by new stations shall be in addition to the Annual License Payments set forth in paragraph 4 above for each year, subject to being offset by portions of fees allocated to stations that go off air during that year. For the second and subsequent years licensed hereunder, such station shall pay its allocated share of the Annual License Payments and Annual Streaming Payments for that year.

(c) The parties further agree that to the extent that BMI collects any incremental increased fees resulting from an involuntary license change, as described in paragraph IV.D of the Radio Music License Committee Methodology For Industry-Wide License Fee Allocation For The Period January 1, 2001 through December 31, 2006, such incremental increased fees (exclusive of late payment charges) collected by BMI shall be deducted from the Annual License Payments owing to BMI in the following calendar year. BMI and the COMMITTEE further agree that to the extent BMI incurs costs for collection of any such fees, including court costs and fees, arbitrators' fees and arbitration costs and fees, but excluding any attorneys' fees, BMI and the COMMITTEE will share equally such costs. BMI will advise the COMMITTEE of any such costs at the end of each six month period starting January 1, 2004, and the COMMITTEE will reimburse BMI for its share of such costs.

(d) The parties further agree that if any station(s) that had been licensed by BMI under a NRBMLC Single Station Blanket or Per Program License Agreement (the "NRBMLC Radio License") properly elects to become licensed hereunder, the



Annual License Payments will be increased in the amount of the annual license fee previously billed to that station for the prior year, plus an incremental amount equal to the station's prior year license fee times a factor equal to the percentage difference between the Annual License Payments owing by the industry to BMI in the prior calendar year and the Annual License Payments owing by the industry in the current (and each subsequent) calendar year(s), (e.g., approximately 8% between 2003 and 2004).

9. The above schedules of Annual License Payments and Annual Streaming Payments are for allocation of annual payment purposes only. The parties have not reached agreement on what portions of the Industry-wide License Fees and the Industry-wide Streaming Fees are attributable to individual years during the Current License Period. By agreeing to an Industry-wide Fee for the period 2001-2006, the parties have expressly not agreed that the Annual License Payments herein comprise reasonable license fees for a particular year but instead reflect arbitrary yearly allocations for the convenience of both the Licensees and BMI. Each party hereto is free to make whatever internal allocations it deems reasonable and appropriate for its own internal business purposes. The allocation of fees to any particular calendar year shall not be considered in connection with the determination of final fees for any subsequent period, for local commercial radio stations, or any other user of BMI music, and shall not be offered as evidence by any party for any purpose in any proceeding concerning the determination of reasonable BMI final license fees. BMI may, if it so desires, elect to allocate a portion of the per program license fees to the administration of the per program license, but any such allocation by BMI shall not mean there has been implied or expressed acceptance by the COMMITTEE.

10. If, during the term of this Agreement, BMI licenses any radio network that provides programming that is broadcast by Licensees as part of their over-the-air programming, or the simultaneous streaming of their over-the-air programming on Licensees' web sites the Annual License Payments pertaining to the periods of such third-party network license agreements shall be adjusted downward in an appropriate amount. BMI and the COMMITTEE will confer and attempt to reach agreement concerning the appropriate amount of any such fee adjustments and such agreement shall be binding on all Licensees. If BMI and the COMMITTEE are unable to agree on the level of such fee adjustments, either party may initiate a proceeding to determine the matter pursuant to Section XIV of the consent decree, as amended, in U.S. v. BMI (S.D.N.Y. Docket No. 64 Civ. 3787).

11. BMI and the COMMITTEE are entering into this Agreement without prejudice to any arguments or positions they may assert in any future rate proceeding concerning what constitutes reasonable blanket license, per program license or streaming license fees and terms for local commercial radio stations.



12. BMI and the COMMITTEE agree to confer no later than February 1, 2006 to seek to agree upon final (and, if necessary, interim) license fees for periods subsequent to the Current License Period. In the event that BMI and the COMMITTEE are unable to agree on such fees prior to September 1, 2006, the parties shall engage in non-binding mediation for a period of 60 days or such longer time as BMI and the COMMITTEE may jointly agree (the "Mediation Period"). Nothing herein shall affect the rights of BMI, the COMMITTEE or any Licensees, subsequent to the expiration of the Mediation Period, to seek a determination of reasonable fees or the fixing of interim fees for the period commencing January 1, 2007, pursuant to Section XIV of BMI's Consent Decree.

13. In light of the fact that this Agreement provides for (i) a new methodology for calculating blanket and per program license fees, (ii) a new per program license structure, and (iii) a license covering streaming of a radio station signal on the Internet, no party shall be prejudiced by entering into this Agreement with respect to any argument it may raise in regard to licenses for any period subsequent to that covered by this Agreement, including but not limited to the level of license fees that are reasonable for radio station performance licenses, the methodology for calculating license fees or the structure of such license fees that are reasonable for commercial radio stations.

Please indicate your agreement to the above by signing on the line provided below:

Very truly yours,

s/Randall Mays
Chairman
Radio Music License Committee

AGREED TO:

s/Marvin L. Berenson
Senior Vice President and
General Counsel
Broadcast Music, Inc.

Dated: August 5, 2003

Radio Music License Committee
Methodology For Industry-Wide License Fee Allocation for the Period
January 1, 2001 through December 31, 2006

I. Allocation of Industry-Wide Fees for Calendar Years 2001 and 2002

A. For calendar years 2001 and 2002, final license fees for each station shall equal the stations' interim license fees payable to BMI, subject to audit, pursuant to the interim BMI-Local Radio Station Blanket and Per Program Licenses (the "Interim Licenses").

II. Allocation of Industry-Wide Fees for Calendar Year 2003

A. For calendar year 2003, each station shall pay final license fees equal to its "2002 Benchmark Fee," plus an incremental amount equal to the percentage difference between the final industry-wide fees payable to BMI for calendar year 2002 (which are estimated to be approximately \$157.7 million) and \$163 million. (If final industry-wide fees for calendar year 2002 are \$157.7 million, each station's fees for calendar year 2003 shall equal its 2002 Benchmark Fee amounts plus 3.4 %.)¹

B. Each station's "2002 Benchmark Fee" shall equal the final amount payable by the station to BMI in calendar year 2002,² subject to the following exceptions.

(i) In the event a station switched from a BMI blanket to a BMI per program license, or vice versa, during calendar year 2002, the station's 2002 Benchmark Fee shall equal the annualized amount that the station would have paid to BMI had the station been operating for the entire calendar year 2002 pursuant to the form of license under which it was operating as of December 31, 2002. (For example, if a station switched from a BMI blanket to a BMI per program license effective July 1, 2002, the station's 2002 Benchmark Fee would be equal to two times its per program license fees for the months of July through December 2002.)

(ii) The 2002 Benchmark Fee of a station that was newly licensed by BMI during calendar year 2002 shall equal the annualized amount of the fees that the station would have paid to BMI if it had operated under a BMI license for the entire year. (For example, the 2002

¹ For new stations in 2003 and stations operating under a new license type (blanket or per program) in 2003, see sections IV and V below.

² If, as a result of a BMI audit in regard to 2002, a station's fees payable to BMI for 2002 differ from the amount initially established as the station's 2002 Benchmark Fee, such 2002 Benchmark Fee shall be adjusted accordingly as soon as practicable. To the extent that such a change in an audited station's 2002 Benchmark Fee would have resulted in an adjustment in the fees allocated to that station for any years subsequent to 2002, the fees allocated to the audited station in the nearest subsequent calendar year shall include an amount equal to the difference between the fees initially allocated to that station commencing in calendar year 2003 and those that would have been allocated to the station as a result of the adjustment to that station's 2002 Benchmark Fee.

Benchmark Fee of a station that was first licensed by BMI as of July 1, 2002 shall equal two times the amounts the station owed to BMI for calendar year 2002.)

III. Allocation of Industry-Wide Fees for Calendar Years 2004 through 2006

For calendar years 2004 through 2006,³ each station's license fees shall equal its "2003 Benchmark Fee," plus an allocated portion of the difference between the aggregate industry-wide 2003 Benchmark Fees for all stations and the Annual License Payments owing by the industry to BMI (the "Incremental Industry-Wide Amount").⁴

A. Step One: Calculation of 2003 Benchmark Fee

(i) The "2003 Benchmark Fee" for stations operating under a blanket license shall equal the annual license fees payable by a station to BMI in calendar year 2003 if it operated throughout 2003 under the same license type as in the allocation year.

(ii) The "2003 Benchmark Fee" for stations operating under a per program license shall consist of two parts:

(a) a base fee equal to the station's "base fee" for calendar year 2003, as that term is defined in the BMI interim per program license; and

(b) a supplemental fee, calculated based upon the number of weighted program periods per week that the station broadcasts, as follows:

³ For new stations in 2003 through 2006 and stations operating under a new license type (blanket or per program) in 2004 through 2006, see sections IV and V below.

⁴ Pursuant to the July 21, 2003 Letter Agreement between BMI and the Radio Music License Committee (the "Letter Agreement"), Annual License Payments shall equal \$176 million in 2004, \$192 million in 2005, and \$208 million in 2006, subject to any adjustments to the Annual License Payments for a given year pursuant to Paragraph 8 of the Letter Agreement.



Programming Periods ⁵ BMI Music	Supplemental Fee
	None ("Base Fee Only")
	9% of base fee ("Minimum Supplemental Fee")
	45% of base fee ("Median Supplemental Fee")
	200% of base fee ("Maximum Supplemental Fee")
	blanket license only

Allocation Of Incremental Industry-Wide Amount

Industry-Wide Amount shall be divided between: a) stations that are in the preceding calendar year (e.g., July 1, 2004 for allocation of fees in 2004 pursuant to a BMI per program license (the "Per Program Group"); and b) stations that are in the preceding calendar year pursuant to a BMI blanket license (the "Blanket License Group").

Per Program Group Allocation of Incremental Industry-Wide Amount

For the years 2004, 2005 and 2006, each station in the Per Program Group shall receive a portion of the Incremental Industry-Wide Amount equal to the base fee per program license times a factor equal to the percentage difference between the amount owed by the industry to BMI in calendar year 2003 and the Annual Amount Owed by the industry to BMI in the relevant calendar year (or approximately 9.1% in 2005 and an additional 8.3% in 2006) (the "Incremental Base Fee Factor"). The factor to be applied shall be determined based upon the actual amount owed in a particular year, as calculated pursuant to Paragraphs 4 and 5.

For purposes of this methodology, "programming periods" shall mean 15-minute periods within an hour. The following weights shall be used for purposes of calculating weighted programming periods:

<u>Time Period</u>	<u>Applicable Weight</u>
Midnight to 6:00 a.m.	.25
6:00 a.m. – 10:00 a.m.	1.00
10:00 a.m. – 3:00 p.m.	.50
3:00 p.m. – 7:00 p.m.	.75
7:00 p.m. – Midnight	.50
Saturdays and Sundays	.25

Weighted Programming Periods ⁵ Per Week With BMI Music	Supplemental Fee
0	None ("Base Fee Only")
1 – 4	9% of base fee ("Minimum Supplemental Fee")
5 – 20	45% of base fee ("Median Supplemental Fee")
21 – 90	200% of base fee ("Maximum Supplemental Fee")
91 -	blanket license only

B. Step Two: Allocation Of Incremental Industry-Wide Amount

The Incremental Industry-Wide Amount shall be divided between: a) stations that are licensed as of July 1 of the preceding calendar year (e.g., July 1, 2004 for allocation of fees in calendar year 2005) pursuant to a BMI per program license (the "Per Program Group"); and b) stations that are licensed as of July 1 of the preceding calendar year pursuant to a BMI blanket license (the Blanket Group").

(i) Per Program Group Allocation of Incremental Industry-Wide Amount

For each of the years 2004, 2005 and 2006, each station in the Per Program Group shall be assigned an allocated portion of the Incremental Industry-Wide Amount equal to the base fee portion of its 2003 Benchmark Fee times a factor equal to the percentage difference between the Annual License Payments owing by the industry to BMI in calendar year 2003 and the Annual License Payments owing by the industry to BMI in the relevant calendar year (or approximately 8% in 2004, an additional 9.1% in 2005 and an additional 8.3% in 2006) (the "Incremental Base Fee Amount"). (The precise factor to be applied shall be determined based upon the actual Annual License Payments owing in a particular year, as calculated pursuant to Paragraphs 4 and 8 of the Letter Agreement.)

⁵ For purposes of this methodology, "programming periods" shall mean 15-minute periods following the start of each hour. The following weights shall be used for purposes of calculating a station's fifteen-minute weighted programming periods:

	<u>Time Period</u>	<u>Applicable Weight</u>
Weekdays:	Midnight to 6:00 a.m.	.25
	6:00 a.m. – 10:00 a.m.	1.00
	10:00 a.m. – 3:00 p.m.	.50
	3:00 p.m. – 7:00 p.m.	.75
	7:00 p.m. – Midnight	.50
Weekends:	Saturdays and Sundays	.25

(a) For the six-month period commencing January 1, 2004, the determination of whether a station is a Base Fee Only, Minimum Supplemental Fee, Median Supplemental Fee or Maximum Supplemental Fee Station (as set forth in Section III.A.(ii) above) shall be based upon the average number of weighted programming periods transmitted by the station during the period January through April 2003, unless the station notifies BMI and the Radio Music License Committee in writing of an expected change in its music usage by no later than November 1, 2003. For each subsequent six-month period, it shall be presumed that the station will continue to operate under this same form of per program license unless the station provides notice to BMI of a change in its per program license form pursuant to Section IV below.

(ii) Blanket Group Allocation of Incremental Industry-Wide Amount

The aggregate portion of the Incremental Industry-Wide Amount payable by the Blanket Group shall equal the difference between the total Incremental Industry-Wide Amount and the portion of the Incremental Industry-Wide Amount Payable by the Per Program Group and the New Station Group. The Blanket Group's portion of the Incremental Industry-Wide Amount shall be divided into the following three categories:

a) 65.7% of the Blanket Group's portion of the Incremental Industry-Wide Amount shall be payable by stations in the top 100 Metro Service Areas ("MSA's") with MSA average quarter hour (AQH) audience based upon total week audience by persons 12+ ("AQH Audience") as measured by Arbitron, Inc. during the Spring and Fall ratings periods of the second preceding year (the "Arbitron Base Ratings Period")⁶ of 5,000 or more (Group A) (e.g., a station in the 25th MSA with an AQH Audience of 10,000 during the Spring and Fall 2003 ratings period will be a Group A station in 2005);

b) 5.6% of the Blanket Group's portion of the Incremental Industry-Wide Amount shall be payable by stations in the top 100 MSA's with MSA AQH Audience in the Arbitron Base Ratings Period of less than 5,000 (Group B); and

c) 28.7% of the Blanket Group's portion of the Incremental Industry-Wide Amount shall be payable by stations located outside of the top 100 MSA's in the Arbitron Base Ratings Period (Group C).

⁶ AQH Audience for stations located in more than one MSA in the top 100 (e.g., Nassau-Suffolk (Long Island), NY and New York, NY) is measured in the larger MSA.

(iii) Allocation Of Incremental Industry-Wide Amount Among
Group A Stations

For each of the years 2004, 2005 and 2006, the Group A Incremental Industry-Wide Amount shall be allocated to each Group A station in proportion to its share of the total Group A AQH Audience, based upon an average of the AQH Audience in the Arbitron Base Ratings Period. (For example, allocation of the Group A Incremental Industry-Wide Amount for calendar year 2004 shall be based upon each Group A station's share of the total Group A AQH Audience as measured by Arbitron in its Spring 2002 and Fall 2002 ratings periods. A Group A station with 0.1% of the total Group A AQH Audience in Spring 2002 and Fall 2002 shall be allocated 0.1% of the Group A Incremental Industry-Wide Amount in 2004.)

(iv) Allocation Of Incremental Industry-Wide Amount Among
Group B Stations

For each of the years 2004, 2005 and 2006, each station in the Blanket Group B shall be assigned an allocated portion of the Incremental Industry-Wide Amount equal to its 2003 Benchmark Fee times a factor equal to the percentage difference between the total Annual License Payments owing by Group B to BMI in calendar year 2003 and the Annual License Payments owing by that Group to BMI in the relevant calendar year. (For example, if the total fees payable by Group B in 2004 are 8% higher than the fees owing to BMI by Group B in 2003, each Group B station's share of the Group B Incremental Industry-Wide Amount shall be calculated by multiplying the station's 2003 Benchmark Fee times 8%.)

(v) Allocation Of Incremental Industry-Wide Amount Among
Group C Stations

For each of the years 2004, 2005 and 2006, each station in the Blanket Group C shall be assigned an allocated portion of the Incremental Industry-Wide Amount equal to its 2003 Benchmark Fee times a factor equal to the percentage difference between the total Annual License Payments owing by Group C to BMI in calendar year 2003 and the Annual License Payments owing by that Group to BMI in the relevant calendar year. (For example, if the total fees payable by Group C in 2004 are 8% higher than the fees owing to BMI by Group B in 2003, each Group C station's share of the Group C Incremental Industry-Wide Amount shall be calculated by multiplying the station's 2003 Benchmark Fee times 8%.)

IV. Changes Between Blanket and Per Program Status

A. Any station that changes from a "music format" to a "non-music format"⁷ (and any "non-music format" station that is operating under a blanket license) in any of the years 2004 through 2006 shall have the right to switch, as of January 1 and July 1 of a given year, on no less than sixty (60) days advance written notice, from a BMI blanket to a BMI per program

⁷ A "music format" station is any station that makes some feature use of BMI music in more than 90 of its fifteen-minute weighted programming periods in any given week; a "non-music format" station is any station that makes some feature use of BMI music in 90 or fewer of its fifteen-minute weighted programming periods in any given week.

license. A station that switches as of July 1 shall pay one-half of the annual fee it owes under the blanket license and one-half the annual fee it owes under the per program license during the year of the switch. The annual per program license fee of a station that changes from a blanket to a per program license in 2003 through 2006 shall consist of two parts: (i) a base fee, which applies to all new per program stations, equal to 17.4% of the station's previously applicable blanket license fees for the calendar year in which the switch occurs and (ii) a supplemental fee as set forth in paragraph III.A.(ii) above.

B. Any station that changes from a non-music format to a music format in any of the years 2003 through 2006 shall be required to switch from a BMI per program license to a BMI blanket license as of the succeeding January 1 or July 1, whichever is sooner. A station that switches as of July 1 shall pay one-half of the annual fee it owes under the per program license and one-half the annual fee it owes under the blanket license during the year of the switch. The annual blanket license fee of a per program license station that changes from a per program to a blanket license in 2003 through 2006 shall equal 5.75 times the station's previously applicable per program base fee for the calendar year in which the switch occurs.

C. For the period commencing January 1, 2004, any station operating under a per program license shall notify BMI and the Radio Music License Committee that it has changed from a non-music format to a music format, or of a change in the number of weighted programming periods with BMI music that the station broadcasts per week that would affect the amount of the station's Supplemental Fee payment, within thirty (30) days after such a change.

D. In the event it is determined that a station has elected a form of license to which it is not entitled,⁸ the station shall be treated for purposes of fee allocation as if it were licensed pursuant to the properly applicable form of license beginning as of the nearest preceding January 1 or July 1 preceding the date as of which it is determined that the station had elected a form of license to which it is not entitled (an "involuntary change of license"). A station that is subject to an involuntary change of license shall be required to pay to BMI the full amount of the license fees that the station would have been required to pay under the applicable form of license, plus interest in the amount of 1% per month calculated on the difference between the fees previously paid by the station to BMI and the fees owing under the applicable form of license. Any additional amounts owing by a station as a result of an involuntary change of license shall be billed to the station in the nearest practicable January or July following such an involuntary license change.

(i) If as result of any involuntary changes of license, fees payable to BMI for any given year exceed the Industry-Wide Amount owing to BMI pursuant to Paragraph 4 of the BMI-Committee Agreement, any such excess amount paid to BMI shall be credited against the fees owing by the industry to BMI pursuant to the provisions of Paragraph 8.c. of the BMI-Committee Agreement.

⁸ This includes stations that: (1) elected a per-program license and should have been on a blanket license; (2) stations that correctly elected a per-program license and should have, but failed, to pay a supplemental fee; and (3) stations that paid an insufficient supplemental fee.

(ii) For the six month period commencing with the nearest January or July following the date as of which a station is subject to an involuntary change of license, a station may only elect the appropriate form of license that the station should have elected previously, or another license form with a higher fee amount.⁹

(iii) A station shall be deemed to have elected a form of license to which it is not entitled if it fails to notify BMI and the Radio Music License Committee that it has changed from a non-music to a music format, or of a change in the number of weighted programming periods with BMI music that it broadcasts per week that would affect the amount of the station's Supplemental Fee payment, either within thirty(30) days after such a change or sixty (60) days in advance of the nearest subsequent January 1 or July 1.

V. New Stations

A. Any station with a new FCC license in 2003 through 2006 and any station unlicensed by BMI prior to 2003 is considered a "New Station" for every year it is licensed during 2003 through 2006. (Collectively, the New Stations shall be referred to as the "New Station Group.") A New Station with a music format shall be licensed under a blanket license and a New Station with a non-music format shall have the option of being licensed under the per program license or the blanket license. A New Station licensed for only a portion of the first calendar year of its license shall pay a pro-rata portion of the annual fee in that year.

(i) The annual blanket license fee in the years 2003 through 2006 for any New Station that is either located outside an MSA, or that had no reported AQH audience within its MSA in the Arbitron Base Ratings Period, shall equal the following minimum fee amounts: \$684 in 2003; \$744 in 2004; \$804 in 2005; and \$876 in 2006.

(ii) The annual per program license fee in the years 2003 through 2006 for any New Station that is either located outside an MSA, or that had no reported AQH audience within its MSA in the Arbitron Base Ratings Period, shall equal a minimum fee calculated in two parts: (a) a base fee, which applies to all New Stations electing a per program license, equal to \$120 in 2003, \$132 in 2004, \$144 in 2005 and \$156 in 2006; and (b) a supplemental fee as set forth in paragraph III.A.(ii) above.

(iii) The annual blanket license fee in the years 2003 through 2006 for any New Station located in an MSA that had a reported AQH audience within its MSA in the Arbitron Base Ratings Period shall equal the minimum annual blanket license fee for the relevant year reflected in subparagraph i) of this section times one-one hundredth of the average number

⁹ For example, if it is determined in August 2004 that a station that elected a Base Fee Only per program license made feature uses of BMI music in 4 weighted programming periods in May 2004: a) in January 2005, the station will be billed by BMI an amount equal to 9% of its base fee, plus 1% per month interest for the period January through December 2004; and b) for the period January 1, 2005 through June 30, 2005, the station will be deemed to have elected a per program license with a supplemental fee equal to 9% of its base fee amount, or, if the station chooses, either a per program license with a higher supplemental fee amount or a blanket license.

of listeners to the station in the Arbitron Base Ratings Period. (For example, a New Station that elects a blanket license as of January 1, 2004, which had average reported AQH audience within its MSA of 300 listeners in the 2002 Spring and Fall ratings periods, would pay blanket license fees in 2004 equal to 3 (or $1/100 \times 300$) times \$744, or \$2,232. A New Station that elects a blanket license as of January 1, 2004, that had no reported audience within its MSA in 2002 or 2003, but which has average reported AQH audience within its MSA of 300 listeners in the 2004 Spring and Fall ratings periods, would pay blanket license fees equal to \$744 in 2004, \$804 in 2005, and 3 (or $1/100 \times 300$) times \$876, or \$2628 in 2006.)

(iv) The annual per program license fee in the years 2003 through 2006 for any New Station located in an MSA that had a reported AQH audience within its MSA in the Arbitron Base Ratings Period shall be calculated in two parts: (a) a base fee that equals the minimum annual base per program license fee for the relevant year reflected in subparagraph ii) of this section times one-one hundredth of the average number of listeners to the station in the Arbitron Base Ratings Period; and (b) a supplemental fee as set forth in paragraph III.A.(ii) above. (For example, a New Station electing a per program license as of January 1, 2004, that had an average reported AQH audience within its MSA of 300 listeners in the 2002 Spring and Fall ratings periods, and that makes some feature use of BMI music in 10 weighted programming periods in a given week, would pay a base fee in 2004 equal to 3 (or $1/100 \times 300$) times \$132, or \$396, and a supplemental fee of \$396 times 45% or \$178.20. A New Station making some feature use of BMI music in 10 weighted programming periods in a given week, that elects a per program license as of January 1, 2004, and that had no reported audience within its MSA in 2002 or 2003, but which has average reported AQH audience within its MSA of 300 listeners in the 2004 Spring and Fall Ratings periods, would pay: a base fee equal to \$132 and a supplemental fee equal to \$59.40 in 2004; a base fee of \$144 and a supplemental fee of \$64.80 in 2005; and a base fee equal to 3 (or $1/100 \times 300$) times \$156, or \$468, and a supplemental fee of \$450 times 45% or \$210.60 in 2006.)

(v) Any New Station that changes from a music format to a non-music format may switch, upon 60 days notice, as of January 1 and/or July 1 of a given year to a per program license and pay the per program license fee set forth in subparagraphs ii) and iv) above. Any New Station that changes from a non-music format to a music format is required to switch as of the succeeding January 1 or July 1, whichever is sooner, to a blanket license and pay the blanket license fee set forth in subparagraphs i) and iii) above. A New Station that switches as of July 1 shall pay one-half of the annual fee it owes under the blanket license and one-half the annual fee it owes under the per program license during the year of the switch.

B. Any station that is a "move-in" station in 2003 through 2006 shall be considered a New Station for every year it is licensed during 2003 through 2006 and its fees shall be determined as in V.A. above, provided, however, that the amount of a move-in station's fees shall in no event be lower than they would have been had the station not moved in.¹⁰

¹⁰ A "move in" station is an existing station that moves into a new market by means of a change in its signal (for example by relocating its transmitting tower, changing its city of license or changing its frequency).

Radio Music License Committee
Methodology for Industry-wide BMI
Streaming License Fee Allocation for the Period
From January 1, 2003 through December 31, 2006

1. For the period January 1, 2003 through December 31, 2006, BMI and the Radio Music License Committee have reached agreement on the payment of license fees (the "Industry-wide Streaming Fees") for the rights to publicly perform music contained in the BMI repertory by means of the simultaneous transmission of local commercial radio stations' over-the-air signals over the stations' web sites, in the aggregate amount of \$2 million dollars, payable pursuant to the following schedule: \$350,000 in calendar year 2003; \$450,000 in calendar year 2004; \$550,000 in calendar year 2005; and \$650,000 in calendar year 2006 (collectively "Annual Industry-wide Streaming Payments").

2. The Annual Industry-wide Streaming Payments shall be allocated among individual radio stations as follows:

(a) Each local radio station that is streaming its over-the-air broadcast signal over an internet website on March 31st of a given calendar year ("Streaming Station") shall be assigned a streaming license fee equal to:

for calendar year 2003, \$300;
for calendar year 2004, \$350;
for calendar year 2005, \$400; and
for calendar year 2006, \$450.

(b) The difference between the total amounts payable by Streaming Stations in a given year and the Annual Industry-wide Streaming Payments for that year (the "Remaining Amount") shall be payable by all stations that are not streaming their over-the-air signals on an internet website on March 31 of that year ("Non-Streaming Stations"). The Streaming License Fees for Non-Streaming Stations shall be calculated by dividing the Remaining Amount by the total number of Non-Streaming Stations in that year. (For example, assume there are 500 Streaming Stations, and 9,500 Non-Streaming Stations on March 31, 2003. The Remaining Amount shall equal the Annual Industry-wide Streaming Payment for calendar year 2003 (\$350,000) minus the total Streaming License fees payable by Streaming Stations ($\$300 \times 500$ Streaming Stations = \$150,000) or \$200,000. Each Non-Streaming Station shall be assigned a Streaming License Fee for 2003 of $\$200,000/9,500$ or \$21.05.)

3. In the event the total fees payable by Streaming Stations in a given year under the above schedule would exceed the Annual Industry-wide Streaming Payment for that year, the fees payable by each Streaming Station shall be reduced by such amount as is necessary to make the total fees payable by Streaming Stations equal to the Annual Industry-wide Streaming Payment for that year. For example, if there are 2,000 Streaming Stations on March 31, 2005, the Streaming License Fees payable by each Streaming Station will be \$275 (which equals the Annual Industry-wide Streaming Payment of \$550,000 divided by 2,000 Streaming Stations).



Radio Station
Blanket/Per Program License Agreement

Report of Annual Gross Revenues for Broadcasting

Station Call Letters	AM or FM	Station Frequency	Calendar Year Reporting For
<input type="text"/>	<input type="text"/>	<input type="text"/>	200 <input type="text"/>

FCC Community of License

(City)

(State)

Legal Name of Licensee

Please Indicate Your Station's Annual Gross Revenue by Checking the Appropriate Box

From	To	From	To
<input type="checkbox"/> \$1	to \$99,999	<input type="checkbox"/> \$4,500,000	to \$4,999,999
<input type="checkbox"/> \$100,000	to \$199,999	<input type="checkbox"/> \$5,000,000	to \$5,999,999
<input type="checkbox"/> \$200,000	to \$299,999	<input type="checkbox"/> \$6,000,000	to \$6,999,999
<input type="checkbox"/> \$300,000	to \$399,999	<input type="checkbox"/> \$7,000,000	to \$7,999,999
<input type="checkbox"/> \$400,000	to \$499,999	<input type="checkbox"/> \$8,000,000	to \$8,999,999
<input type="checkbox"/> \$500,000	to \$599,999	<input type="checkbox"/> \$9,000,000	to \$9,999,999
<input type="checkbox"/> \$600,000	to \$699,999	<input type="checkbox"/> \$10,000,000	to \$14,999,999
<input type="checkbox"/> \$700,000	to \$799,999	<input type="checkbox"/> \$15,000,000	to \$19,999,999
<input type="checkbox"/> \$800,000	to \$899,999	<input type="checkbox"/> \$20,000,000	to \$24,999,999
<input type="checkbox"/> \$900,000	to \$999,999	<input type="checkbox"/> \$25,000,000	to \$29,999,999
<input type="checkbox"/> \$1,000,000	to \$1,499,999	<input type="checkbox"/> \$30,000,000	to \$34,999,999
<input type="checkbox"/> \$1,500,000	to \$1,999,999	<input type="checkbox"/> \$35,000,000	to \$39,999,999
<input type="checkbox"/> \$2,000,000	to \$2,499,999	<input type="checkbox"/> \$40,000,000	to \$44,999,999
<input type="checkbox"/> \$2,500,000	to \$2,999,999	<input type="checkbox"/> \$45,000,000	to \$49,999,999
<input type="checkbox"/> \$3,000,000	to \$3,499,999	<input type="checkbox"/> \$50,000,000	to \$54,999,999
<input type="checkbox"/> \$3,500,000	to \$3,999,999	<input type="checkbox"/> \$55,000,000	to \$59,999,999
<input type="checkbox"/> \$4,000,000	to \$4,499,999	<input type="checkbox"/> \$60,000,000	and above

(Authorized Signatory)

(Date)

(Print Name of Signatory)

(Title of Signatory)





Radio Station
Blanket/Per Program License Agreement

BMI-03
Exhibit E

Report of Annual Gross Revenues for Streaming

Station Call Letters	AM or FM	Station Frequency	Calendar Year Reporting For
<input type="text"/>	<input type="text"/>	<input type="text"/>	200 <input type="text"/>

FCC Community of License

(City)

(State)

Legal Name of Licensee

Please Indicate Your Station's Annual Gross Revenue for Streaming by Checking the Appropriate Box

From	To	From	To
<input type="checkbox"/> \$0	No Streaming Revenue	<input type="checkbox"/> \$500,000	to \$749,999
<input type="checkbox"/> \$1	to \$16,000	<input type="checkbox"/> \$750,000	to \$999,999
<input type="checkbox"/> \$16,001	to \$29,999	<input type="checkbox"/> \$1,000,000	to \$1,499,999
<input type="checkbox"/> \$30,000	to \$49,999	<input type="checkbox"/> \$1,500,000	to \$1,999,999
<input type="checkbox"/> \$50,000	to \$99,999	<input type="checkbox"/> \$2,000,000	to \$2,499,999
<input type="checkbox"/> \$100,000	to \$149,999	<input type="checkbox"/> \$2,500,000	to \$2,999,999
<input type="checkbox"/> \$150,000	to \$199,999	<input type="checkbox"/> \$3,000,000	to \$3,999,999
<input type="checkbox"/> \$200,000	to \$299,999	<input type="checkbox"/> \$4,000,000	to \$4,999,999
<input type="checkbox"/> \$300,000	to \$499,999	<input type="checkbox"/> \$5,000,000	and above

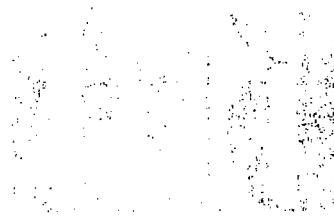
(Authorized Signatory)

(Date)

(Print Name of Signatory)

(Title of Signatory)





SESAC, INC. RADIO BROADCASTING PERFORMANCE LICENSE

AGREEMENT made November 17, 2004 in New York, between SESAC, Inc., a New York Corporation, with offices at 55 Music Square East, Nashville, TN 37203 ("SESAC") and

Intermart Broadcasting of GA, Inc. ("LICENSEE")
(Name of corporation, partnership, sole proprietorship, etc.)

(Address) 3434 SW 26th Pl

(City, State, ZIP) Cape Coral, FL 33914

A (Corporation) Partnership/Sole Proprietorship (circle one) State of Incorporation (if applicable) Florida

Telephone: 239-542-4200 Fax: 239-542-4221 E-Mail: swfradio@aol.com

The parties hereto mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of October 1, 2004 SESAC grants to LICENSEE and LICENSEE accepts, a non-exclusive license to publicly perform such non-dramatic musical compositions as SESAC may during the period hereof have the right to so license solely by radio broadcasting on the following radio station (the "Station"):

Current Call Letters: WWAA-AM Frequency: 1690

Hours of Operation: Fulltime

FCC City of License: Adel, GA

Station's Metro Survey Area ("MSA") Atlanta, GA and 12+ population 3,617,400 as designated by Arbitron.

County in which the FCC City of License is located N/A and the U.S. Census County Population N/A.

Station's High One Minute Spot Rate as reported to SESAC ("Spot Rate"): \$ 75.00

2. LIMITATION OF GRANT

A. Except as set forth above, LICENSEE shall not have the right to broadcast, televise, or otherwise perform, transmit, record, film, videotape or otherwise reproduce or capture by any means, medium, method, device or process now or hereafter known, any of the musical compositions and performances thereof licensed hereunder, nor shall LICENSEE have the right to grant to any receiver of the broadcast or any other party any such right. This license excludes any experimental station of any kind, and background music service by means of multiplex, simplex, or like device.

B. "GRAND RIGHTS" are not included in this License. "GRAND RIGHTS" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting.

C. SESAC reserves the right to prohibit upon written notice, the performance of any musical composition licensed hereunder as to which any action has been instituted or a claim made that SESAC does not have the right to license the performance rights in such composition. In addition, SESAC reserves the right to prohibit upon written notice, for any reason deemed appropriate in the exercise of its sole discretion, the performance of any of the musical compositions licensed hereunder, provided only that the number of musical compositions so prohibited does not exceed ten percent (10%) of the total number of musical compositions licensed hereunder.

01-10-01279 L

3. LICENSE FEE

- A. In consideration of the grant of rights herein, LICENSEE shall pay to SESAC an annual license fee as determined by the SESAC's Schedule of Annual Performance License Fees For Radio ("Fee Schedule") then in effect.
- B. LICENSEE represents and warrants that the Station's high one minute spot rate contained in Paragraph 1. above is true and correct.
- C. Thirty days before the beginning of each contract year of this Agreement LICENSEE shall notify SESAC of its current high one minute spot rate. LICENSEE's annual fee for the next ensuing contract year shall be adjusted in accordance with the FEE SCHEDULE to reflect any change in the Station's Spot Rate, population or MSA from that set forth in Paragraph 1.A. If LICENSEE shall fail to report its current high one minute spot rate, then LICENSEE's fee for the next ensuing contract year shall be increased by eight percent (8%) above the fee set forth in the FEE SCHEDULE.
- D. In the event that LICENSEE's fee shall increase as a result from a change in the FEE SCHEDULE, LICENSEE shall have the right to terminate this Agreement effective as of the date of such increase, provided that written notice of termination by Certified Mail, return receipt requested is given to SESAC within thirty (30) days after SESAC sends by certified mail written notice of such change to LICENSEE.
- E. Each annual license fee shall be paid as follows: (CHECK ONE)
- ☐ Annually, on or before the first day of each contract year;
 - ☐ Semi-Annually, on or before the first day of each semi-annual period of each contract year;
 - ☐ Quarterly, on or before the first day of each quarter of each contract year; or
 - ☒ Monthly, on or before the first day of each month of each contract year.
- F. In the event that SESAC is determined by the taxing authority or courts of any state in which LICENSEE conducts its operations to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of demand therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.

4. BREACH AND CURE, LATE PAYMENT CHARGE

- A. In the event LICENSEE is in arrears for any payment or has breached any other term of this agreement, SESAC may give LICENSEE thirty (30) days notice in writing to cure such breach or default. In the event that the breach or default is not cured within thirty (30) days of such notice, SESAC may at its election, cancel and terminate this agreement.
- B. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any payment not received by SESAC within thirty days of billing therefor.

5. REPORTING OF WORKS; RIGHT OF VERIFICATION

- A. LICENSEE shall furnish to SESAC, upon request, copies of its program records, logs, and all other records relating to the musical compositions performed on the station.
- B. SESAC shall have the right on ten (10) days prior written notice, to examine during customary business hours, LICENSEE's books and records to such extent as may be necessary to verify any and all payments, statements, computations and reports rendered and accountings made or required hereunder. All data and information brought to SESAC's attention as a result of any examination shall be treated as confidential.

6. TERM OF LICENSE

A. Subject to the provisions of Paragraph 4. above, this agreement shall be in full force and effect for a period of one (1) year beginning on the date set forth in paragraph 1. above and shall continue thereafter in full force and effect for successive additional periods of one (1) year each. Either party may cancel and terminate this Agreement effective as of the last day of the initial or any renewal term upon giving ninety (90) days written notice to the other party by United States Certified Mail, Return Receipt Requested.

B. Notwithstanding anything to the contrary contained herein, SESAC may cancel and terminate this agreement: (i) at any time upon written notice in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

7. CONTRACT CONSTRUCTION

A. This agreement has been read and is understood by both parties and contains their entire understanding. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this instrument. No waiver of any breach of this agreement shall be deemed a waiver of any subsequent breach of like or similar nature. There are no representations, promises or covenants other than contained herein.

B. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed within such State. The fact that any provision of this agreement may be found to be void or unenforceable by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provision.

C. This agreement shall not be valid until accepted and executed in the name of SESAC by its authorized signatory.

D. This agreement shall be binding upon and inure to the benefit of the parties' legal representatives, successors, and assigns, but no assignment shall relieve the parties of their obligations under this agreement.

E. Captions and titles are for the convenience of the parties and shall be given no effect in the construction or interpretation of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly signed as of the day and year first written above.

LICENSEE

BY: Patricia S. Woods

(please sign here)

Patricia S. Woods
(Type or print name)

TITLE: Vice President

SESAC, Inc.

BY: Molly Weinstein

TITLE: Manager, Broadcast Licensing Administration

Account No: 01-10-01279 I.D. No: 126880

SESAC, Inc. Radio Broadcasting All-Talk Amendment

Reference is made to the SESAC, Inc. Radio Broadcasting Performance License for Radio Station **WWAA-AM** dated **November 17, 2004** between SESAC, Inc. ("SESAC") and **Intermart Broadcasting of GA, Inc.** ("LICENSEE").

1. LICENSEE hereby represents and warrants to SESAC that Radio Station **WWAA-AM** is currently broadcasting programs consisting substantially only of news narration or dialogue, devoid of feature musical presentations, such musical elements as are broadcast being interwoven with commercial announcements, or as background music in live and/or recorded coverage of news events and the like and as such SESAC may rely on this representation and warranty to consider **WWAA-AM** an "All-Talk" station.
2. On the basis of such status, effective **October 1, 2004**, LICENSEE may pay SESAC a reduced "All-Talk License Fee" which shall be twenty-five percent (25%) of the otherwise applicable fee under the SESAC's Schedule of Annual Performance License Fees for Radio ("Fee Schedule") then currently in effect.
3. LICENSEE shall notify SESAC in writing within ten (10) days of any changes in format of **WWAA-AM**. In the event that the format of **WWAA-AM** changes, this Amendment shall no longer be in effect. SESAC shall have the right to independently verify that there has been a format change of **WWAA-AM** and may terminate this Amendment by providing ten (10) days written notice to LICENSEE. In the event of such termination, LICENSEE's fee will be adjusted to the applicable fee under the then current Fee Schedule effective the first day of the month in which the format of **WWAA-AM** changes.
4. Notwithstanding anything to the contrary contained herein, either SESAC or LICENSEE may terminate this Amendment, by giving thirty (30) days advanced written notice to the other party.

Except as expressly amended herein, all other terms and conditions remain in full force and effect.

New York, New York

Date: November 17, 2004

LICENSEE: **Intermart Broadcasting of GA, Inc.**

By: 

Type Name: Patricia S. Woods


Title: VP

SESAC, Inc.

By: 

Title: Manager, Broadcast Licensing Administration

Account No: 01-10-01279



2005 Radio Fee Schedule

Effective January 1, 2005 - December 31, 2005

High One Minute Spot Rate	Market									
	H	G	F	E	D	C	B	A	AA	AAA
\$0.00 - 2.49	\$708	\$840	\$1,032	\$1,368	\$1,644	\$1,944	\$2,232	\$2,808	\$3,372	\$4,044
\$2.50 - 4.99	\$768	\$900	\$1,092	\$1,440	\$1,728	\$2,016	\$2,292	\$2,880	\$3,456	\$4,140
\$5.00 - 7.49	\$840	\$960	\$1,152	\$1,500	\$1,788	\$2,088	\$2,376	\$2,940	\$3,516	\$4,236
\$7.50 - 9.99	\$900	\$1,032	\$1,224	\$1,584	\$1,872	\$2,160	\$2,436	\$3,024	\$3,600	\$4,308
\$10.00 - 12.49	\$960	\$1,092	\$1,284	\$1,644	\$1,944	\$2,232	\$2,520	\$3,084	\$3,672	\$4,404
\$12.50 - 14.99	\$1,032	\$1,152	\$1,344	\$1,728	\$2,016	\$2,292	\$2,580	\$3,168	\$3,732	\$4,488
\$15.00 - 17.49	\$1,092	\$1,224	\$1,416	\$1,788	\$2,088	\$2,376	\$2,664	\$3,228	\$3,816	\$4,572
\$17.50 - 19.99	\$1,152	\$1,284	\$1,476	\$1,872	\$2,160	\$2,436	\$2,724	\$3,312	\$3,876	\$4,656
\$20.00 - 29.99	\$1,284	\$1,416	\$1,608	\$2,016	\$2,292	\$2,580	\$2,880	\$3,456	\$4,020	\$4,824
\$30.00 - 39.99	\$1,416	\$1,536	\$1,728	\$2,160	\$2,436	\$2,724	\$3,024	\$3,600	\$4,164	\$5,004
\$40.00 - 49.99	\$1,536	\$1,668	\$1,860	\$2,388	\$2,688	\$2,988	\$3,288	\$3,876	\$4,476	\$5,376
\$50.00 - 59.99	\$1,668	\$1,800	\$1,992	\$2,532	\$2,832	\$3,132	\$3,432	\$4,032	\$4,632	\$5,568
\$60.00 - 69.99	\$1,800	\$1,932	\$2,124	\$2,688	\$2,988	\$3,288	\$3,588	\$4,176	\$4,776	\$5,748
\$70.00 - 79.99	\$1,932	\$2,052	\$2,244	\$2,832	\$3,132	\$3,432	\$3,732	\$4,332	\$4,932	\$5,928
\$80.00 - 89.99	\$2,052	\$2,184	\$2,376	\$2,988	\$3,288	\$3,588	\$3,876	\$4,476	\$5,076	\$6,096
\$90.00 - 99.99	\$2,184	\$2,316	\$2,508	\$3,132	\$3,432	\$3,732	\$4,032	\$4,632	\$5,232	\$6,276
\$100.00 - 124.99	\$2,628	\$2,760	\$2,952	\$3,660	\$3,960	\$4,260	\$4,560	\$5,160	\$5,760	\$6,924
\$125.00 - 149.99	\$3,084	\$3,216	\$3,408	\$4,176	\$4,476	\$4,776	\$5,076	\$5,676	\$6,276	\$7,548
\$150.00 - 174.99	\$3,528	\$3,660	\$3,852	\$4,716	\$5,016	\$5,316	\$5,616	\$6,216	\$6,816	\$8,172
\$175.00 - 199.99	\$3,984	\$4,104	\$4,296	\$5,232	\$5,532	\$5,832	\$6,132	\$6,732	\$7,332	\$8,796
\$200.00 - 224.99	\$4,620	\$4,752	\$4,944	\$5,976	\$6,276	\$6,576	\$7,260	\$9,000	\$10,716	\$12,852
\$225.00 - 249.99	\$5,268	\$5,388	\$5,580	\$6,732	\$7,032	\$7,332	\$8,376	\$11,232	\$14,088	\$16,908
\$250.00 - 274.99	\$5,904	\$6,036	\$6,228	\$7,476	\$7,776	\$8,076	\$9,516	\$13,488	\$17,448	\$20,952
\$275.00 - 299.99	\$6,552	\$6,672	\$6,864	\$8,232	\$8,556	\$8,856	\$10,632	\$15,732	\$20,820	\$24,984
\$300.00 & over	\$7,188	\$7,332	\$7,524	\$9,000	\$9,300	\$9,600	\$11,772	\$17,976	\$24,192	\$29,028

2006 Radio Fee Schedule

Effective January 1, 2006 - December 31, 2006

High One Minute Spot Rate	Market									
	H	G	F	E	D	C	B	A	AA	AAA
\$0.00 - 2.49	\$756	\$900	\$1,104	\$1,500	\$1,812	\$2,136	\$2,448	\$3,084	\$3,708	\$4,440
\$2.50 - 4.99	\$816	\$960	\$1,164	\$1,584	\$1,896	\$2,220	\$2,520	\$3,168	\$3,804	\$4,548
\$5.00 - 7.49	\$900	\$1,032	\$1,236	\$1,644	\$1,968	\$2,292	\$2,616	\$3,228	\$3,864	\$4,656
\$7.50 - 9.99	\$960	\$1,104	\$1,308	\$1,740	\$2,052	\$2,376	\$2,676	\$3,324	\$3,960	\$4,740
\$10.00 - 12.49	\$1,032	\$1,164	\$1,368	\$1,812	\$2,136	\$2,448	\$2,772	\$3,384	\$4,032	\$4,836
\$12.50 - 14.99	\$1,104	\$1,236	\$1,440	\$1,896	\$2,220	\$2,520	\$2,832	\$3,480	\$4,104	\$4,932
\$15.00 - 17.49	\$1,164	\$1,308	\$1,512	\$1,968	\$2,292	\$2,616	\$2,928	\$3,552	\$4,188	\$5,028
\$17.50 - 19.99	\$1,236	\$1,368	\$1,584	\$2,052	\$2,376	\$2,676	\$2,988	\$3,636	\$4,260	\$5,112
\$20.00 - 29.99	\$1,368	\$1,512	\$1,716	\$2,220	\$2,520	\$2,832	\$3,168	\$3,804	\$4,416	\$5,304
\$30.00 - 39.99	\$1,512	\$1,644	\$1,848	\$2,376	\$2,676	\$2,988	\$3,324	\$3,960	\$4,572	\$5,496
\$40.00 - 49.99	\$1,644	\$1,788	\$1,992	\$2,724	\$3,060	\$3,408	\$3,744	\$4,416	\$5,100	\$6,132
\$50.00 - 59.99	\$1,788	\$1,932	\$2,136	\$2,892	\$3,228	\$3,576	\$3,912	\$4,596	\$5,280	\$6,348
\$60.00 - 69.99	\$1,932	\$2,064	\$2,268	\$3,060	\$3,408	\$3,744	\$4,092	\$4,764	\$5,448	\$6,552
\$70.00 - 79.99	\$2,064	\$2,196	\$2,400	\$3,228	\$3,576	\$3,912	\$4,260	\$4,944	\$5,628	\$6,756
\$80.00 - 89.99	\$2,196	\$2,340	\$2,544	\$3,408	\$3,744	\$4,092	\$4,416	\$5,100	\$5,784	\$6,948
\$90.00 - 99.99	\$2,340	\$2,484	\$2,688	\$3,576	\$3,912	\$4,260	\$4,596	\$5,280	\$5,964	\$7,152
\$100.00 - 124.99	\$2,808	\$2,952	\$3,156	\$4,176	\$4,512	\$4,860	\$5,196	\$5,880	\$6,564	\$7,896
\$125.00 - 149.99	\$3,300	\$3,444	\$3,648	\$4,764	\$5,100	\$5,448	\$5,784	\$6,468	\$7,152	\$8,604
\$150.00 - 174.99	\$3,780	\$3,912	\$4,116	\$5,376	\$5,724	\$6,060	\$6,408	\$7,092	\$7,776	\$9,312
\$175.00 - 199.99	\$4,260	\$4,392	\$4,596	\$5,964	\$6,312	\$6,648	\$6,996	\$7,680	\$8,364	\$10,032
\$200.00 - 224.99	\$4,944	\$5,088	\$5,292	\$6,816	\$7,152	\$7,500	\$8,280	\$10,260	\$12,216	\$14,652
\$225.00 - 249.99	\$5,640	\$5,760	\$5,976	\$7,680	\$8,016	\$8,364	\$9,552	\$12,804	\$16,056	\$19,272
\$250.00 - 274.99	\$6,312	\$6,456	\$6,660	\$8,520	\$8,868	\$9,204	\$10,848	\$15,372	\$19,896	\$23,880
\$275.00 - 299.99	\$7,008	\$7,140	\$7,344	\$9,384	\$9,756	\$10,092	\$12,120	\$17,940	\$23,736	\$28,476
\$300.00 & over	\$7,692	\$7,848	\$8,052	\$10,260	\$10,608	\$10,944	\$13,416	\$20,496	\$27,576	\$33,096

2007 Radio Fee Schedule

Effective January 1, 2007 - December 31, 2007

High One Minute Spot Rate	Market									
	H	G	F	E	D	C	B	A	AA	AAA
\$0.00 - 2.49	\$816	\$972	\$1,188	\$1,644	\$1,992	\$2,352	\$2,688	\$3,384	\$4,080	\$4,884
\$2.50 - 4.99	\$876	\$1,032	\$1,248	\$1,740	\$2,088	\$2,436	\$2,772	\$3,480	\$4,176	\$5,004
\$5.00 - 7.49	\$972	\$1,116	\$1,332	\$1,812	\$2,160	\$2,520	\$2,880	\$3,552	\$4,248	\$5,112
\$7.50 - 9.99	\$1,032	\$1,188	\$1,404	\$1,908	\$2,256	\$2,616	\$2,940	\$3,648	\$4,356	\$5,208
\$10.00 - 12.49	\$1,116	\$1,248	\$1,476	\$1,992	\$2,352	\$2,688	\$3,048	\$3,720	\$4,428	\$5,316
\$12.50 - 14.99	\$1,188	\$1,332	\$1,548	\$2,088	\$2,436	\$2,772	\$3,108	\$3,828	\$4,512	\$5,424
\$15.00 - 17.49	\$1,248	\$1,404	\$1,632	\$2,160	\$2,520	\$2,880	\$3,216	\$3,900	\$4,608	\$5,520
\$17.50 - 19.99	\$1,332	\$1,476	\$1,704	\$2,256	\$2,616	\$2,940	\$3,288	\$3,996	\$4,680	\$5,616
\$20.00 - 29.99	\$1,476	\$1,632	\$1,848	\$2,436	\$2,772	\$3,108	\$3,480	\$4,176	\$4,848	\$5,832
\$30.00 - 39.99	\$1,632	\$1,776	\$1,992	\$2,616	\$2,940	\$3,288	\$3,648	\$4,356	\$5,028	\$6,036
\$40.00 - 49.99	\$1,776	\$1,920	\$2,148	\$3,120	\$3,504	\$3,900	\$4,284	\$5,052	\$5,844	\$7,020
\$50.00 - 59.99	\$1,920	\$2,076	\$2,304	\$3,812	\$3,696	\$4,092	\$4,476	\$5,268	\$6,048	\$7,272
\$60.00 - 69.99	\$2,076	\$2,220	\$2,448	\$3,504	\$3,900	\$4,284	\$4,680	\$5,460	\$6,240	\$7,500
\$70.00 - 79.99	\$2,220	\$2,364	\$2,580	\$3,696	\$4,092	\$4,476	\$4,872	\$5,664	\$6,444	\$7,740
\$80.00 - 89.99	\$2,364	\$2,520	\$2,736	\$3,900	\$4,284	\$4,680	\$5,052	\$5,844	\$6,624	\$7,956
\$90.00 - 99.99	\$2,520	\$2,676	\$2,892	\$4,092	\$4,476	\$4,872	\$5,268	\$6,048	\$6,828	\$8,184
\$100.00 - 124.99	\$3,024	\$3,180	\$3,396	\$4,776	\$5,172	\$5,568	\$5,952	\$6,732	\$7,512	\$9,036
\$125.00 - 149.99	\$3,552	\$3,708	\$3,924	\$5,460	\$5,844	\$6,240	\$6,624	\$7,404	\$8,184	\$9,852
\$150.00 - 174.99	\$4,068	\$4,212	\$4,428	\$6,156	\$6,552	\$6,936	\$7,332	\$8,124	\$8,904	\$10,668
\$175.00 - 199.99	\$4,584	\$4,728	\$4,944	\$6,828	\$7,224	\$7,608	\$8,016	\$8,796	\$9,576	\$11,484
\$200.00 - 224.99	\$5,328	\$5,484	\$5,700	\$7,800	\$8,184	\$8,592	\$9,480	\$11,748	\$13,992	\$16,776
\$225.00 - 249.99	\$6,072	\$6,204	\$6,432	\$8,796	\$9,180	\$9,576	\$10,932	\$14,664	\$18,384	\$22,068
\$250.00 - 274.99	\$6,804	\$6,948	\$7,176	\$9,756	\$10,152	\$10,536	\$12,420	\$17,604	\$22,776	\$27,348
\$275.00 - 299.99	\$7,548	\$7,692	\$7,908	\$10,740	\$11,172	\$11,556	\$13,872	\$20,544	\$27,180	\$32,604
\$300.00 & over	\$8,280	\$8,448	\$8,676	\$11,748	\$12,144	\$12,528	\$15,360	\$23,472	\$31,572	\$37,896

2008 Radio Fee Schedule

Effective January 1, 2008 - December 31, 2008

High One Minute Spot Rate	Market									
	H	G	F	E	D	C	B	A	AA	AAA
\$0.00 - 2.49	\$876	\$1,044	\$1,284	\$1,812	\$2,184	\$2,580	\$2,952	\$3,720	\$4,488	\$5,364
\$2.50 - 4.99	\$948	\$1,116	\$1,344	\$1,908	\$2,292	\$2,676	\$3,048	\$3,828	\$4,584	\$5,496
\$5.00 - 7.49	\$1,044	\$1,200	\$1,440	\$1,992	\$2,376	\$2,772	\$3,168	\$3,900	\$4,668	\$5,616
\$7.50 - 9.99	\$1,116	\$1,284	\$1,512	\$2,100	\$2,484	\$2,880	\$3,228	\$4,008	\$4,788	\$5,724
\$10.00 - 12.49	\$1,200	\$1,344	\$1,596	\$2,184	\$2,580	\$2,952	\$3,348	\$4,092	\$4,872	\$5,844
\$12.50 - 14.99	\$1,284	\$1,440	\$1,668	\$2,292	\$2,676	\$3,048	\$3,420	\$4,212	\$4,956	\$5,964
\$15.00 - 17.49	\$1,344	\$1,512	\$1,764	\$2,376	\$2,772	\$3,168	\$3,540	\$4,284	\$5,064	\$6,072
\$17.50 - 19.99	\$1,440	\$1,596	\$1,836	\$2,484	\$2,880	\$3,228	\$3,612	\$4,392	\$5,148	\$6,168
\$20.00 - 29.99	\$1,596	\$1,764	\$1,992	\$2,676	\$3,048	\$3,420	\$3,828	\$4,584	\$5,328	\$6,408
\$30.00 - 39.99	\$1,764	\$1,920	\$2,148	\$2,880	\$3,228	\$3,612	\$4,008	\$4,788	\$5,520	\$6,636
\$40.00 - 49.99	\$1,920	\$2,064	\$2,316	\$3,588	\$4,032	\$4,476	\$4,920	\$5,808	\$6,720	\$8,064
\$50.00 - 59.99	\$2,064	\$2,232	\$2,484	\$3,804	\$4,248	\$4,704	\$5,148	\$6,048	\$6,948	\$8,352
\$60.00 - 69.99	\$2,232	\$2,388	\$2,640	\$4,032	\$4,476	\$4,920	\$5,376	\$6,276	\$7,164	\$8,616
\$70.00 - 79.99	\$2,388	\$2,544	\$2,784	\$4,248	\$4,704	\$5,148	\$5,592	\$6,504	\$7,404	\$8,892
\$80.00 - 89.99	\$2,544	\$2,712	\$2,952	\$4,476	\$4,920	\$5,376	\$5,808	\$6,720	\$7,608	\$9,144
\$90.00 - 99.99	\$2,712	\$2,880	\$3,120	\$4,704	\$5,148	\$5,592	\$6,048	\$6,948	\$7,848	\$9,408
\$100.00 - 124.99	\$3,264	\$3,432	\$3,660	\$5,484	\$5,940	\$6,396	\$6,840	\$7,740	\$8,628	\$10,380
\$125.00 - 149.99	\$3,828	\$3,996	\$4,236	\$6,276	\$6,720	\$7,164	\$7,608	\$8,508	\$9,408	\$11,316
\$150.00 - 174.99	\$4,380	\$4,536	\$4,776	\$7,068	\$7,524	\$7,968	\$8,424	\$9,336	\$10,236	\$12,252
\$175.00 - 199.99	\$4,944	\$5,100	\$5,328	\$7,848	\$8,304	\$8,736	\$9,216	\$10,104	\$11,004	\$13,200
\$200.00 - 224.99	\$5,748	\$5,916	\$6,144	\$8,964	\$9,408	\$9,876	\$10,896	\$13,500	\$16,080	\$19,272
\$225.00 - 249.99	\$6,540	\$6,684	\$6,936	\$10,104	\$10,548	\$11,004	\$12,564	\$16,848	\$21,120	\$25,356
\$250.00 - 274.99	\$7,332	\$7,488	\$7,740	\$11,208	\$11,664	\$12,108	\$14,268	\$20,232	\$26,172	\$31,428
\$275.00 - 299.99	\$8,136	\$8,292	\$8,520	\$12,336	\$12,840	\$13,272	\$15,936	\$23,604	\$31,224	\$37,464
\$300.00 & over	\$8,928	\$9,108	\$9,348	\$13,500	\$13,956	\$14,400	\$17,652	\$26,964	\$36,276	\$43,548

SESAC Schedule of Annual Performance License Fees For Commercial Radio Stations Schedule "B"

The annual fee is determined by the population of persons 12+ in the station's Metro Survey Area as designated by Arbitron and the station's high one minute spot rate. In the event that the station is not in an Arbitron-designated Metro Survey Area, the U.S. Census population of the county in which the station's FCC City of License is located will determine market classification.

Market	Population	
	From	To
AAA	7,500,000	& Over
AA	4,000,000	7,499,999
A	2,000,000	3,999,999
B	1,000,000	1,999,999
C	500,000	999,999
D	250,000	499,999
E	100,000	249,999
F	50,000	99,999
G	10,000	49,999
H	0	9,999

2004 Radio Fee Schedule

Effective January 1, 2004 - December 31, 2004

High One Minute Spot Rate	Market									
	H	G	F	E	D	C	B	A	AA	AAA
\$0.00 - 2.49	\$660	\$780	\$960	\$1,248	\$1,500	\$1,764	\$2,028	\$2,556	\$3,072	\$3,684
\$2.50 - 4.99	\$720	\$840	\$1,020	\$1,308	\$1,572	\$1,836	\$2,088	\$2,616	\$3,144	\$3,768
\$5.00 - 7.49	\$780	\$900	\$1,080	\$1,368	\$1,632	\$1,896	\$2,160	\$2,676	\$3,204	\$3,852
\$7.50 - 9.99	\$840	\$960	\$1,140	\$1,440	\$1,704	\$1,968	\$2,220	\$2,748	\$3,276	\$3,924
\$10.00 - 12.49	\$900	\$1,020	\$1,200	\$1,500	\$1,764	\$2,028	\$2,292	\$2,808	\$3,336	\$4,008
\$12.50 - 14.99	\$960	\$1,080	\$1,260	\$1,572	\$1,836	\$2,088	\$2,352	\$2,880	\$3,396	\$4,080
\$15.00 - 17.49	\$1,020	\$1,140	\$1,320	\$1,632	\$1,896	\$2,160	\$2,424	\$2,940	\$3,468	\$4,164
\$17.50 - 19.99	\$1,080	\$1,200	\$1,380	\$1,704	\$1,968	\$2,220	\$2,484	\$3,012	\$3,528	\$4,236
\$20.00 - 29.99	\$1,200	\$1,320	\$1,500	\$1,836	\$2,088	\$2,352	\$2,616	\$3,144	\$3,660	\$4,392
\$30.00 - 39.99	\$1,320	\$1,440	\$1,620	\$1,968	\$2,220	\$2,484	\$2,748	\$3,276	\$3,792	\$4,548
\$40.00 - 49.99	\$1,440	\$1,560	\$1,740	\$2,100	\$2,364	\$2,628	\$2,892	\$3,420	\$3,948	\$4,740
\$50.00 - 59.99	\$1,560	\$1,680	\$1,860	\$2,232	\$2,496	\$2,760	\$3,024	\$3,552	\$4,080	\$4,908
\$60.00 - 69.99	\$1,680	\$1,800	\$1,980	\$2,364	\$2,628	\$2,892	\$3,156	\$3,684	\$4,212	\$5,064
\$70.00 - 79.99	\$1,800	\$1,920	\$2,100	\$2,496	\$2,760	\$3,024	\$3,288	\$3,816	\$4,344	\$5,220
\$80.00 - 89.99	\$1,920	\$2,040	\$2,220	\$2,628	\$2,892	\$3,156	\$3,420	\$3,948	\$4,476	\$5,376
\$90.00 - 99.99	\$2,040	\$2,160	\$2,340	\$2,760	\$3,024	\$3,288	\$3,552	\$4,080	\$4,608	\$5,532
\$100.00 - 124.99	\$2,460	\$2,580	\$2,760	\$3,228	\$3,492	\$3,756	\$4,020	\$4,548	\$5,076	\$6,096
\$125.00 - 149.99	\$2,880	\$3,000	\$3,180	\$3,684	\$3,948	\$4,212	\$4,476	\$5,004	\$5,532	\$6,648
\$150.00 - 174.99	\$3,300	\$3,420	\$3,600	\$4,152	\$4,416	\$4,680	\$4,944	\$5,472	\$6,000	\$7,200
\$175.00 - 199.99	\$3,720	\$3,840	\$4,020	\$4,608	\$4,872	\$5,136	\$5,400	\$5,928	\$6,456	\$7,752
\$200.00 - 224.99	\$4,320	\$4,440	\$4,620	\$5,268	\$5,532	\$5,796	\$6,396	\$7,932	\$9,444	\$11,328
\$225.00 - 249.99	\$4,920	\$5,040	\$5,220	\$5,928	\$6,192	\$6,456	\$7,380	\$9,900	\$12,408	\$14,892
\$250.00 - 274.99	\$5,520	\$5,640	\$5,820	\$6,588	\$6,852	\$7,116	\$8,388	\$11,880	\$15,372	\$18,456
\$275.00 - 299.99	\$6,120	\$6,240	\$6,420	\$7,248	\$7,536	\$7,800	\$9,372	\$13,860	\$18,348	\$22,008
\$300.00 & over	\$6,720	\$6,852	\$7,032	\$7,932	\$8,196	\$8,460	\$10,368	\$15,840	\$21,312	\$25,572

Schedule 4(j)

Seller's Litigation

An "application for review" was filed September 9, 2004, by Infinity Broadcasting, Inc., WGN Continental Broadcasting Company, and Bonneville International Corporation ("Adverse Parties") directed against the FCC's grant of Construction Permit No. BMAP-20010719AAO and pending application for license File No. BL-20050802AGK. The "application for review" is pending before the FCC. On November 21, 2005, Seller and Adverse Parties (together with Clear Channel Broadcasting Licenses, Inc., filed a "Joint Request for Approval of Settlement Agreement," which, when approved, will result in dismissal of the application for review and grant of BL-20050802AGK. A copy of the "Joint Request for Approval of Settlement Agreement" is attached hereto.



Schedule 4(k)

Insurance

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Auto-Owners

Page 2

55198 (01-00)

Issued 11-07-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 12-17-2005

AGENCY DOHERTY DUGGAN & ROUSE INSUROR

18-0490-00 MKT TERR 071 (229) 888-2040

POLICY NUMBER 994618-48448000-05

INSURED INTERMART BROADCASTING OF GA INC
DBA WBIT-AM

ADDRESS 3434 SW 26TH PL

CAPE CORAL, FL 33914-4824

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
12-17-2005	to 12-17-2006

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

PROPERTY PLUS COVERAGE

PACKAGE DECLARATION

The coverages indicated below apply separately to the location(s) and sublocation(s) designated in the Commercial Property Coverage Declarations. The corresponding limit of insurance for any one coverage applies to all covered loss:

- at the location designated in the Commercial Property Coverage Declarations, or
- away from the location designated in the Commercial Property Coverage Declarations

regardless of the number of locations or sublocations designated in the Commercial Property Coverage Declarations.

** The deductible (DED) which applies to each coverage indicated below is the same as the deductible which applies to each location and sub-location shown on the Commercial Property Coverage Declarations, unless otherwise indicated:

COVERAGE	LIMIT	DED
ARSON REWARD	\$5,000	NONE
BUSINESS INCOME & EXTRA EXPENSE	\$30,000	NONE
BUSINESS PERSONAL PROPERTY AT FAIRS OR EXHIBITIONS	\$5,000	**
BUSINESS PERSONAL PROPERTY - EXPANDED COVERAGE	UP TO 1,000 FEET	**
DEBRIS REMOVAL	\$25,000	NONE
FIRE EXTINGUISHER RECHARGE	\$2,500	NONE
GLASS BREAKAGE	\$1,000 PER PANE	**
	\$5,000 PER OCCURRENCE	
INVENTORY	UP TO 25% OF BPP LIMIT	NONE
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	\$500,000 FOR 90 DAYS	**
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	\$500,000 FOR 90 DAYS	**
OFF-PREMISES UTILITY SERVICE CHARGE FAILURE	\$5,000	**
ORDINANCE OR LAW	\$25,000	**
OUTDOOR PROPERTY	\$5,000	**
TREES, SHRUBS OR PLANTS	\$500 PER ITEM	**
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$15,000	**
POLLUTANT CLEAN UP AND REMOVAL	\$25,000	NONE
PROPERTY IN TRANSIT	\$25,000	**

Continued on next page

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Auto-Owners

Page 3

55198 (01-00)

Issued 11-07-2005

INSURANCE COMPANY

TAILORED PROTECTION POLICY DECLARATIONS

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

Renewal Effective 12-17-2005

AGENCY DOHERTY DUGGAN & ROUSE INSUROR
18-0490-00 MKT TERR 071

(229) 888-2040

POLICY NUMBER 994618-48448000-05

INSURED INTERMART BROADCASTING OF GA INC
DBA WBIT-AM

ADDRESS 3434 SW 26TH PL

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
12-17-2005	to 12-17-2006

CAPE CORAL, FL 33914-4824

In consideration of payment of the premium shown below, this policy is renewed. Please attach this
Declarations and attachments to your policy. If you have any questions, please consult with your agent.

PROPERTY PLUS COVERAGE

PACKAGE DECLARATION

COVERAGE	LIMIT	OED
PROPERTY OFF PREMISES	\$25,000	**
REFRIGERATED PRODUCTS	\$5,000	**
REKEYING OF LOCKS	\$1,000	NONE
WATER BACK-UP FROM SEWERS OR DRAINS	\$10,000	**
ACCOUNTS RECEIVABLE	\$30,000	**
SIGNS (ATTACHED AND DETACHED)	\$5,000 PER SIGN	**
ELECTRONIC DATA PROCESSING EQUIPMENT	\$10,000	**
SALESPERSON'S SAMPLES	\$10,000	**
VALUABLE PAPERS	\$30,000	**
EMPLOYEE DISHONESTY	\$10,000	**
FORGERY AND ALTERATION	\$10,000	**
MONEY AND SECURITIES	\$10,000 ON PREMISES	**
	\$10,000 OFF PREMISES	
FIRE DEPARTMENT SERVICE CHARGE	\$2,500	NONE

FORMS THAT APPLY TO THIS COVERAGE PART:

54182 (06-00)	54205 (06-00)	54188 (06-00)	54199 (06-00)	54198 (06-00)
54190 (06-00)	54223 (06-00)	54184 (06-00)	54185 (06-00)	54206 (06-00)
54208 (06-00)	54191 (06-00)	54195 (06-00)	54197 (06-00)	54192 (06-00)
54196 (06-00)	54189 (06-00)	54183 (06-00)	54186 (06-00)	54218 (06-00)
54207 (06-00)	54217 (06-00)	54216 (06-00)	54214 (06-00)	54221 (06-00)
54220 (06-00)	54219 (06-00)	54193 (06-00)		

Schedule 4(n)

Description of FCC Complaints and FCC Reports and Filings Not Made by Seller

None

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Schedule 4(q)

Equipment

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InterMart Broadcasting of Georgia, Inc.
WVAA

Asset

Studio Equipment (At)

Control Room:

- 1 Broadcast Tools Switcher ss 4.2
- 1 Comrex (Aux STL codex)
- 2 Mike Equalizers
- 1 Headphone Amp. 8 channel
- 1 Broadcast Audio Delay Unit
- 1 Starguide III Satellite Receiver
- 1 Rolls FM Receiver (EAS)
- 1 Sage EAS ENDEC
- 1 Dayton Industrial FM Receiver (EAS)
- 1 dBx 160A AGC Amp
- 1 Comrex STAC 6 telephone line On Air System
- 2 Arrakis Revolution Console Engines
- 2 UPS Power Units
- 1 Professional CD Player
- 4 Mike Booms
- 4 RE-20 Mikes
- 3 Touch Screen Computer Monitors
- 3 Computers
- 1 Q Monitor speakers w/amp
- 2 Office Chairs
- 1 Custom Control Room Desk (Omni Rax)
- 4 Sennheiser headphones

Talk Studio:

- 2 Computers
- 2 Computer Monitor Screens (one touch)
- 1 Custom Talk Studio Desk (Omni Rax)
- 5 Mike Booms
- 5 RE-20 Mikes
- 4 Desk Chairs
- 5 Sennheiser headphones



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Storage Room

- 1 Floor Fan
- 1 6 Channel Portable Remote Mixer
- 1 Complete Telephone System
- 1 Engineers Work Table
- 1 Wooden Storage Shelves
- Various Mike Cords and Wires
- 1 Set of Teline Codex Remote Telephone Units
- 2 Circuit Werkes Sub-Audible Tone Receivers
- 1 Wooden Audio half rack
- 1 Shop Vacuum

Office Equipment

- 1 L Shape desk (small)
- 2 Computers w/20" monitor screens
- 1 HP Fax/Printer
- 1 Credenza
- 1 Wooden Desk
- 1 Computer Desk

Software

- Digital Jukebox (automation)
- Natural Log Traffic System



Schedule 4(r)

Intangible Property

Call Sign "WWAA"
"Air Atlanta" service mark

R

Schedule 8(a)(3)

Description of Contracts Not to be Assumed by Buyer

Air America Radio Affiliation Agreement dated September 15, 2004, between Piquant, LLC d/b/a Air American Radio, and Seller.

Lease Agreement dated November 17, 2004, for studio among Seller, The Howell Adams Building Fund, LLC, and Carter and Associates, LLC, as broker.

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Schedule 12

Prorations

None.

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