

Rec'd 5/10/04

LICENSE RENEWAL AUTHORIZATION

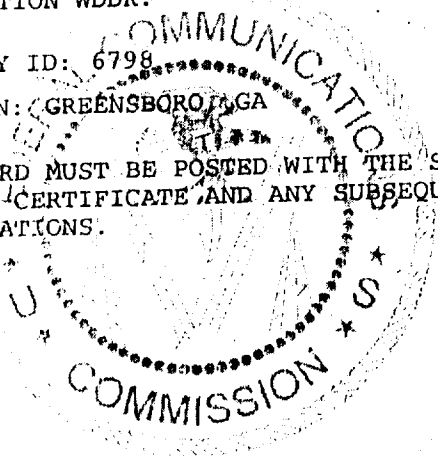
THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE, BRH-20031117AGH, WAS GRANTED ON 05/06/2004 FOR A TERM EXPIRING ON 04/01/2012.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION FOR STATION WDDK.

FACILITY ID: 6798

LOCATION: GREENSBORO, GA

THIS CARD MUST BE POSTED WITH THE STATION'S LICENSE CERTIFICATE AND ANY SUBSEQUENT MODIFICATIONS.



FEDERAL COMMUNICATIONS
COMMISSION
WASHINGTON, DC 20554

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE \$300

FIRST CLASS MAIL
POSTAGE & FEES PAID
FEDERAL
COMMUNICATIONS
COMMISSION
PERMIT NO. G111

BRIARPATCH RADIO INC.
1271-B EAST BROAD STREET
GREENSBORO, GA 30642

FCC 372-B (02/00) NOTIFICATION

30642+2335 02

SCHOOLE
1.1

Federal Communications Commission
Wireless Telecommunications Bureau

Page 1 of 1
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RADIO STATION AUTHORIZATION

Licensee: BRIARPATCH RADIO INC.

BRIARPATCH RADIO INC.
1271-B EAST BROAD STREET
GREENSBORO GA 30642

FCC Registration
Number (FRN):

Call Sign KS7086	File Number
Radio Service RP - Broadcast Auxiliary Remote Pickup	
Regulatory Status PMRS	
Frequency Coordination Number	

Grant Date	Effective Date	Expiration Date	Print Date
07-09-1980	07-09-1980	04-01-2012	05-07-2004

STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Antennas											
Loc. No.	Ant. No.	Frequencies (MHZ)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	161.64000	MO	5	0	30K0F3E	75,000				

Broadcast Auxiliary Parent Station Facility ID Number: 6798

RECEIVED
5/14/04

Conditions:
Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license, nor the right granted thereunder, shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

**Federal Communications Commission
Wireless Telecommunications Bureau
Radio Station Authorization**

1 Page 1 of 1

e: BRIARPATCH RADIO INC.

BRIARPATCH RADIO INC.
1271-B EAST BROAD STREET
GREENSBORO GA 30642

FCC Registration Number (FRN)	
0005009790	
Call Sign	
WPXY742	
File Number	
Radio Service	
AS - Aural Studio Transmitter Link	
SMSA	Station Class
	FX0

Grant Date	Effective Date	Print Date	Expiration Date
07-02-2003	07-02-2003	05-08-2004	04-01-2012

LOCATION

Fixed Location Address or Area of Operation

1271-B EAST BROAD ST

City	County	State
GREENSBORO	GREENE	GA

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001	WDDK Studio	33-34-34.0 N	83-10-27.0 W	170.0	1020402
002	WDDK TX Site	33-28-29.0 N	83-14-46.0 W	167.6	

FREQUENCY PATHS

Frequency (MHz)	Tot (%)	Emission Desig	EIRP (dBm)	Constr Date	Path No	Seg No	Emt. Ant Loc No	Hgt (m)	Gain (dBi)	Beam (deg)	POL	AZIM (deg)	Rec Loc No	Rec Call Sign
948.5	0.00050	100KF3E	33.2	01-02-05	001	1	001	44.2	20.2	12.0	V	211.0	002	

Additional Waivers/Conditions: The Facility ID of the Associated Broadcast Parent Station for this license is 6798.

RECEIVED
5/14/04

Conditions:
Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

FCC 601 - M
January 2004

**Federal Communications Commission
Wireless Telecommunications Bureau
Radio Station Authorization**

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Page 1 of 1

Licensee: BRIARPATCH RADIO INC.

Arthur A Lyness
Briar Patch Radio, Inc.
1271-B East Broad Street
Greensboro GA 30642

FCC Registration Number (FRN) 0005009790	
Call Sign WPXY742	
File Number	
Radio Service AS - Aural Studio Transmitter Link	
SMSA	Station Class FX0

Grant Date 07-02-2003	Effective Date 07-02-2003	Print Date 05-08-2004	Expiration Date 04-01-2012
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LOCATION

Fixed Location Address or Area of Operation

1271-B EAST BROAD ST

City GREENSBORO	County GREENE	State GA
--------------------	------------------	-------------

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001	WDDK Studio	33-34-34.0 N	83-10-27.0 W	170.0	1020402
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948.5	0.00050	100KF3E	33.2	01-02-05	001		001	44.2		20.2	12.0	V	211.0	002	

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COmmission REgistration System

CORES

Thank you for registering with the FCC.

As of 09/17/2001 10:07:25 AM your entity,
Briarpatch Radio Inc.,
is assigned the following FCC Registration Number:

FRN: 10005-0097-9073

The password and password hint you selected are:

Password: DOCK 103.9

Password Hint: think of radio station

To update this registration information, please click the
CORES Home link.

Your FRN may be required to complete the application for a license from the FCC's electronic licensing system. You will also be required to specify the FRN on the fee remittance advice, Form 159 and Form 159(c) in order to avoid unnecessary processing delays. You will also need your FRN and password to update your registration information.

If you forget your FRN password, please contact the CORES Administrator at (877) 480-3201 and be prepared to provide the entity's FRN and TIN. After identifying yourself, you may request your password hint or a new password. If you request a new password, one will be assigned and mailed to your entity's contact address for security reasons.

Print this page for future reference.

For Certification Form, please click Form 162

CORES Home Help

**PAY ONLY WHAT YOU OWE!
CORRECT INACCURATE
INFORMATION TODAY!**

Call Sign WDDK
Facility ID 6798
FRN 3009790
Licenses
City of license BRIARPATCH RADIO INC.
Service GREENSBORO, GA
Class FM
Fee required A Yes



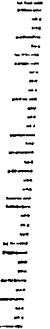
First-Class Mail

6/9/03

Save

If the information above is correct, there is nothing further you need to do at this time. If any of the above information is inaccurate, please access the Internet website at <http://fcc.regfees.com> and make corrections no later than June 30, 2003. Have this postcard with you when you access the website, since you will need this information to make changes to your record. If you do not have Internet access, please mark the ☐ on the postcard, put the postcard in an envelope, and mail it to the FCC address shown no later than June 23, 2003.

411721
Chip Lyness
Briarpatch Radio Inc.
Briarpatch Radio Inc.
1271-B East Broad Street
Greensboro, GA 30642



TANGIBLE PERSONAL PROPERTY--WDDK-FM Greensboro, Georgia

Schedule 1.2

CONTROL ROOM

+++++

L P B Board Model S-20

360 Short Cut SC 180

Teac Cassette Deck V-250

Denon CD Player DCD-425

RCA 5-disc CD Player

RCA 13 inch color TV E 13341

Technics SP 15 Turntables (2)

Sennheiser Headphones HD 410

Bulk Eraser Model TD 1B

2 Two Hundred cart holder carousels

1 One Hundred Wall Cart Holder

Quartzmatic Clock

Westbend Timer

Radio Shack Wireless Thermometer 63-1033

Radio Shack Telephone 43-36-01

Cart Machines

1 BE Triple Stack 5302B

2 BE 300P

2 BE 2100 RB

1103 Music CD's

777 45 rpm singles

212 33 rpm albums

Sennheiser Studio Mic

4- Otari ARS 1000 Reel-to-Reels

Control Design old automation Model CD 28M
28P
28A

Schedule 1.2

TANGIBLE PERSONAL PROPERTY--WDDK-FM Greensboro, Georgia

Schedule 1.2 ~~2~~

REMOTE EQUIPMENT /PROCESSING EQUIPMENT

Mosley Remote Pick-up Receiver RPL Series

Rolls Synthesized Tuner RS 79

Orban Optimod-IM Model 8100-A

Ivonics Modulation Analyzer Model 530

2 Getner PrismII processor

Sage EAS System Model 1822

2 Beyer Dynamic Headsets DT 290

Samson Wireless Mic

Shure Remote mixing board

Mosley RPL 3-A Remote

Cyber Power 700AVR Votage Regulator

4-735-A Hand held mics

Radio Shack weather radio

2 DOCK Banners

2 DOCK boards

EZ Pop-Up Remote tent

~~TOWER at Studio Model S 150 320 48/40 approx 320 feet~~ *Chf*
~~with~~ transmission cable

one (1) Mesh Black Satellite Dish approx. 12 feet

one (1) Solid White Satellite Dish approx 12 feet

TANGIBLE PERSONAL PROPERTY--WDDK-FM Greensboro, Georgia

Schedule 1.2 3

AUTOMATION EQUIPMENT/COMPUTERS

SMARTS AUTOMATION

MPEG Smarts System Smartcater Model SC-250
with 8.4 GIG IDE Hard Drive

includes Ritz Switcher Model # 1674C
Monitor A OC Model 5-E/with keyboard

Music on Hard drive includes four 8.4 GIG Harddrives and approx 1300 songs

SMARTS Traffic and billing software Model S2G03

Smarts Digital Program Director Software Model DPD1

STATION COMPUTER

Hewlett Packard Model 6730

with keyboard and monitor
Lexmark 3000 series printer

TRAFFIC AND BILLING COMPUTER

APTIVA IBM Series E-240

Monitor SA 5640
Lexmark Z 22 Printer

TANGIBLE PERSONAL PROPERTY--WDDK-FM Greensboro, Georgia

Schedule 1.2 4

TOWER/TRANSMITTER

Sintronic SI-F-5 5.5 KW Transmitter
includes custom plate transformer

SIEBE Heating/cooling unit

Spare final Tube 3CX300A7 (new)

2 EIMAC Tubes 7203/4cx2503

HV Componets Rectifiers

assorted fuses and hardware

TFT STL Receiver Model 7707
STL Transmitter Model 7700B

Burk Remote Control ARC-16
with interface panel IP-8

LEA Dynatec Voltage Surge Suppressor

TOWER at Transmitter PiRod series 24 by 18 approx 315 feet

3-Bay antenna Phelps Dodge CFM -LP3 with cable Andrew 1 5/8 in Air Dielectric Flexible coax

Radio Shack Burglar Alarm System Model 49-451

TANGIBLE PERSONAL PROPERTY--WDDK-FM Greensboro, Georgia

Schedule 1.2 5

STUDIO

++++++

Office Furniture

4-desks

4-chairs

1-wall clock

2 Two drawer file cabinets

2 Six drawer file cabinets

Panasonic KX E 7000 Typewriter

Brother 775 Fax machine-plain paper

Sharp Copier SF-2214

Sanyo Mini-Fridge

Amana Microwave

Oasis Water Cooler

Sofa/Couch → various lobby furniture tables/lamps

Exhibit 1.9

+++++

TRADE ACCOUNTS

Gas trade for Chip up to \$300/month (part of Chip's compensation)	various stations
Dues trade for membership for station up to \$60/week	Georgia Assoc. of Broadcasters
Dues trade for membership for station \$50/month	Lake Oconee Area Homebuilders
Office Supply trade as needed for station	Briarpatch Office Products Custom Printing
Trade for prizes for station giveaway	varies depending on need nothing outstanding now
Trade for Station Christmas Party	various restaurants once a year
Trade for station advertising in area newspaper and magazines (all are month to month/issue to issue)	Greensboro Herald Journal Morgan County Citizen Eatonton Messenger Lake Oconee News Lake Oconee Living Lake Oconee Navigator
Trade for 6pm Newscast 21-60's per week	WSB-TV
Trade for news/sports/weather 2-60's per hour	Georgia News Network
Partial trade for national news sports Paul Harvey 1-2 60's per hour	ABC (plus \$175/month additional cash from us to them)

2004 UGA

WSB / UGA Radio Network

2004-2005 One Year Affiliate Agreement

THIS AGREEMENT (this "Agreement") made and entered into as of the 3rd day of August, 2004, by and between Cox Radio Inc., a Delaware corporation, d/b/a WSB Radio Group ("Network"), having offices at 1601 West Peachtree Street, N.E., Atlanta, Georgia 30309, and WDDK-FM (the "Station") a Briarpatch Radio Inc. d/b/a DOCK 103.9/WDDK-FM having offices at 1271-B East Broad Street, Greensboro, GA 30642.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Broadcast.** During the term hereof, Network agrees to deliver to Station live nonexclusive broadcasts of each University of Georgia ("UGA") football and basketball game together with such pre-game and post-game programs as Network may from time to time produce, air or distribute. Station agrees to broadcast live, in its entirety, including delayed or extended games, or until finally canceled or called in progress, each UGA football and basketball game. Station further agrees to broadcast live such pre-game and post-game programs as Network may from time to time produce, air or distribute, including, without limitation, those programs listed on Exhibit A, as Exhibit A may be revised from time from by Network. Station agrees to carry all games shown on the schedule attached as Exhibit A. Station has permission to tape delay Bulldog Hotline and may tape delay UGA programming that conflicts with Braves baseball. 2004-2005 Rights Fee and 2005-2006 Right of First Offer. 8/3/04 (c) jdel

(a) In consideration of the delivery by Network to Station of live broadcasts of UGA games as provided in Section 1 hereof, the Station agrees to pay to Network a rights fee (the "Rights Fee") the sum of \$5,600.00 \$4000 for the 2004-2005 regular season, which shall be due and payable in four equal installments commencing July 1, 2004 and continuing on the 1st day of the following three months. For any subsequent seasons hereunder, Network shall deliver to Station written notice of the applicable Rights Fee on or before April 1 of the prior season and such Rights Fee shall be due and payable in four equal installments beginning on the subsequent July 1 and continuing on the 1st day of the following three months unless either party has terminated this Agreement pursuant to Section 10 hereof. For example, the written notice of the Rights Fee for the 2005-2006 season shall be delivered on or before April 1, 2005 and shall then be due and payable in four equal installments beginning on July 1, 2005 and continuing on the 1st day of the following three months. 8/2/04 (c) jdel

(b) In addition to the foregoing and notwithstanding Section 10 hereof, if Network desires to offer rights to the 2005-2006 UGA regular season to any other station whose tower is located within twenty-five (25) miles of the Station's tower (the "Offer Area"), Network shall first give written notice to Station (the "Offer") specifying the Rights Fee for the UGA 2005-2006 regular season (the "Offer Rights Fee"). Station shall have the irrevocable right and option, but not the obligation, to accept the Offer by delivering written notice to Network not less than ten (10) business days following receipt of the Offer. In the event that Station accepts the Offer, the term of this Agreement shall be extended until June 30, 2006 and the Offer Rights Fee shall be due and payable in four equal installments commencing July 1, 2005 and continuing on the 1st day of the following three months. If Station declines the Offer (which shall include the failure to give timely notice of acceptance of the Offer, time being of the essence), Network shall have the right to grant the rights to the 2005-2006 UGA regular season to any other station within the Offer Area for a Rights Fee not less than the Offer Rights Fee. The provisions of this Section 2(b) shall survive the termination or expiration of this Agreement except for a termination due to the material breach of the Station. Station will be granted exclusive broadcast rights for all radio stations licensed in Greene, Morgan, and Putnam counties, Georgia through the term of this agreement. 8/3/04 (c) jdel

3. Advertising and Commercial Time.

(a) During the broadcast of each UGA game, Network may schedule and originate commercial breaks in varying lengths and shall have the exclusive right to control commercial time during UGA games. Station agrees to broadcast all network commercials furnished by Network and failure to broadcast said commercials shall be considered a breach of a material provision of this Agreement.

(b) Network shall advise Station of the name and duration of all pre-game and post-game programs and the commercial positions for sale during such programs.

(c) During each UGA game broadcast, Station shall have the right to schedule 10-second IDs for broadcasting of commercials and legal Station identification near the top and bottom of each hour. Station shall have the exclusive right to control such commercial time and to sell such time to local advertisers; subject to the terms contained herein.

(d) Station shall be entitled to sell local commercial time for all avails designated as local on the current UGA Format, attached hereto as Exhibit B (the "Format"), as Exhibit B may be revised from time to time by Network, during the broadcast. Any local commercials broadcast during UGA games may not relate to products or services identified on Exhibit C, as Exhibit C may be revised from time to time by Network. The broadcasting of commercial messages of both the Network and Station advertisers shall be distributed in accordance with the Format, as such may be updated by the Network from time to time and distributed to Station. Station agrees to comply with all instructions furnished by Network with respect to the Format. Station acknowledges and agrees, however, that it shall not sell or otherwise provide any local commercial time in cooperation or as a joint promotion with the local commercial time of any other Network affiliate without the prior written consent of Network, which consent may be withheld in Network's sole discretion.

(e) Station agrees that The Athletic Association of the University of Georgia (the "Association") has the right to approve all categories of advertising to be broadcast during the UGA games and related programming; therefore, Station agrees to broadcast only approved categories of advertising, as may be provided to Station by Network, during the UGA games and related programming. In addition, no such advertising shall imply a recommendation or endorsement of any products or services by the Association, UGA, the UGA football or basketball teams or related personnel.

(f) Station agrees, when requested by Network, to broadcast without charge, specified local tags to Network commercials or Network commercials produced for Station's market.

4. Post-Season Play. In the event that UGA becomes involved in post-season competition or tournament games and Network broadcasts such games, Station agrees to broadcast such games and related programming at a price per game equal to the per game rate based on the current Rights Fee for the applicable regular season.

5. Promotion. Station agrees to use its best efforts to promote actively within its broadcast area the UGA games and program broadcasts that are the subject of this Agreement. Notwithstanding the foregoing, Station acknowledges and agrees that Network does not represent that the broadcast signals of various Network affiliates will not overlap either partially or completely. Station agrees that it will not use the names, trademarks, service marks, logos or other symbols used by, associated with or owned by the Association or UGA in any manner without written permission from the Association or UGA.

6. Transmission. Network shall make broadcast of UGA games available via satellite. It shall be Station's responsibility to secure the signal at its own expense. Please refer to equipment agreement for terms. Station shall notify Network in writing at least ninety (90) days prior to any relocation of Station's tower or transmission signal. At any time prior to any such relocation, Network, in its sole and absolute discretion, may terminate this Agreement upon ten (10) days written notice to Station.

7. Status of Operations. Station agrees to give Network 15 days prior written notice of Station's change in ownership or sale of assets or in the event Station decides to cease operation.

8. Force Majeure.

(a) Station shall have no liability to Network for its failure to broadcast all or part of the programming provided for herein if such failure is due to strike, lockout, fire, accident, war, acts of any government whether legal or otherwise, acts of God, or from any other cause beyond the control; and without the fault of Station.

(b) Network shall have no liability to Station for its failure to originate and deliver to Station all or any part of the broadcast time provided for herein if such failure is due to strike, lockout, fire, accident, war, acts of any government whether legal or otherwise, acts of God, any present or future law, regulation, order or action of the Federal Communications Commission, or for any other cause beyond the control of Network including, without limitation, mechanical breakdowns at the point of origination of transmission facilities or other rules and regulations.

9. Indemnification. Network will indemnify and hold harmless Station, its officers, agents and employees, against all actions, claims, demands, liabilities, losses and expenses that may be imposed on or incurred by Station arising out of the use by Station of any programs supplied by Network (excluding any commercial or other material broadcast by Station in connection with the advertising rights granted hereunder). Station covenants and agrees to indemnify and hold harmless Network and the Association, and their respective agents, employees, successors and assigns, from any and all claims, demand, liabilities, losses, and expenses, including reasonable attorney fees, arising out of or in connection with any act or omission of Station, its agent or employees arising out of a breach, act or omission by Station (or its representatives) under this Agreement. With regard to the foregoing indemnification obligations, any failure of an indemnified party to promptly notify an indemnifying party of any claim or litigation shall constitute a waiver by an indemnified party of the foregoing obligation of an indemnifying party. An indemnified party shall allow an indemnifying party the opportunity to assume direction and control of the defense of such claim or litigation, and shall cooperate with an indemnifying party in the disposition of any such claim or litigation defended by an indemnifying party whenever requested to do so.

10. Term and Termination. The term of this Agreement will commence July 1, 2004 and shall continue until June 30, 2005, and shall be automatically renewed from year to year for additional one-year terms unless either party shall notify the other in writing of an intention to terminate this Agreement at least 90 days prior to the end of any such term. Network may terminate this Agreement by giving Station one week's notice if Station breaches any material provision hereof or of any other agreement or other contract between Station and Network (or an affiliate thereof).

11. Proper Authority. Each party represents and warrants that it has all necessary right, power and authority to enter into and perform this Agreement.

12. Amendments. Any amendments or modifications to this Agreement must be in writing, signed by all of the parties adversely affected thereby. Notwithstanding the foregoing, Network may revise Exhibit A, Exhibit B and Exhibit C by providing written notice to Station.

13. Assignment. Station shall not assign this Agreement, whether by operation of law or otherwise, without the prior written consent of Network, which consent may be withheld in Network's sole discretion. For purpose of this Section 13, a sale of Station or a change in 50% or more of its ownership shall be considered an assignment of this Agreement, and all obligations of Station in this Section 13 shall be in addition to the obligations of Station in Section 7. Any attempted assignment or transfer by Station of this Agreement or any of its rights, duties or obligations arising pursuant hereto without such consent shall be void. Network shall have the right to assign this Agreement at any time without the consent of Station.

14. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties hereto and shall be enforceable as though said invalid or unenforceable provisions were not contained herein.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of laws provisions..

16. Notices. All notices pursuant to this Agreement shall be in writing and shall be deemed to have been duly given upon receipt if delivered personally or by confirmed facsimile or by overnight courier, or if mailed, certified mail postage prepaid, to the parties at their addresses set forth above.

17. Waiver. Any failure on the part of either party to comply with any of the obligations, agreements or conditions under this Agreement may be waived in writing by the other party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

18. Affidavit of Performance. The Station shall submit to Network written reports on a monthly basis on forms approved by Network, or its representatives, containing an Affidavit of Performance by the Station setting forth (i) proof of the broadcasting of the Program; (ii) the times and dates of any rebroadcasts of the program, and (iii) compliance with the Station's obligations under this Agreement.

19. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties relating to the subject matter hereof, and supersedes and cancels any prior agreements, representations, warranties or communications, whether oral or written, between the parties hereto relating to the subject matter hereof.

20. Execution by Network. This Agreement shall not be binding upon Network or become effective until it is executed on behalf of the Network.

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

Cox Radio, Inc., d/b/a WSB Radio Group	DOCK 103.9 WDDK-FM
By: <u>[Signature]</u>	CRIARPATCH RADIO, INC.
Date: <u>8/14/04</u>	1271-B EAST BROAD ST.
	GREENSBORO, GA 30642
	By: <u>[Signature]</u>
	Title: <u>Gen MGR</u>
	Date: <u>8/3/04</u>

EXHIBIT A-2

UGA MEN'S BASKETBALL SCHEDULE TO BE SENT AT A LATER
DATE - MANDATORY TO CARRY FOR AFFILIATES WITHIN THE
STATE OF GEORGIA

EXHIBIT B

UGA Format

(To be sent in July 04)

EXHIBIT C

PRODUCT PROTECTION

(Reserved for Network sale-tentative)

<u>Category</u>	<u>Product</u>
Airline	Delta (pending agreement, one half hour from kick-off thru entire game)
Beer	Budweiser, Half-game exclusivity (rotating)
Soft Drink	Coke, entire broadcast
Insurance	State Farm Insurance, In-Game includes HMO's billboard to billboard
Utility	Georgia Power, kick-off to the final horn.
Cellular	Cingular, PCS, one half hour before game, 1 st and 2 nd qtr & through half-time.

COX RADIO, INC.
RADIO PROGRAM LICENSE AGREEMENT

NEAL BOORTZ SHOW

THIS AGREEMENT (the "Agreement") made this 13 day of MARCH, 2001, by and between BRIARPATCH RADIO INC., Licensee of radio station WDDK-FM, located at Greensboro, Georgia (hereinafter "Station") and Cox WDDK-FM Delaware corporation located in Atlanta, Georgia (hereinafter "Licensor").
1271-B East Broad Street
Greensboro, GA 27405

In consideration of the mutual promises set forth herein the parties agree as follows:

1. LICENSE GRANT:

Licensor hereby grants to Station the limited right to license, and the Station undertakes the obligation to broadcast the radio program currently entitled the Neal Boortz Show (individually, the "Program" and collectively, the "Series") at the times and on the dates and for the Term specified following, in accordance with the terms and conditions contained in this Agreement. Station shall not cause, authorize or permit duplication or transcription of the Series or any part thereof except as expressly provided in this Agreement. Other than the limited license granted under this Agreement, all right, title and interest in and to each Program and the Series (with the exception of Local Advertisements as defined below), including but not limited to all copyright and trademark rights, shall remain vested in Licensor.

2. SERIES DESCRIPTION:

The Series is made up of daily 3 hour talk radio programs. Each Program will contain twelve (12) minutes of advertising per hour. Four (4) minutes of such advertising time shall be inserted by Licensor ("Network Advertisements") each hour. Licensor shall make available to Station twelve (12) minutes per hour of commercial advertising time specifically identified by Licensor for insertion in the Series for Station's own sponsors, promotions and advertising ("Local Advertisements"). There will be an news window of six (6) minutes, thirty (30) seconds at the top of every hour during the Series. Placement of all Local Advertisements and news shall be consistent with the program clock designated by Licensor.

3. NUMBER OF PROGRAMS PER WEEK: Five (5).

4. STATION WILL AIR THE PROGRAM AT THE FOLLOWING TIME:
Monday through Friday 10:00am-12noon eastern time

5. BROADCAST DATES AND TIMES:

Subject to the Station's limited right to preempt the Program as permitted under this Agreement, the Program shall be broadcast live and in its entirety including all Network Advertisements without editing or alteration on Monday through Friday from 12:00 a.m. (p.m) Eastern to 10:00 a.m.

6. LICENSE TERM:

The Initial Term of this Agreement shall be for a period of 90 days commencing on MAY 1, 2001, unless sooner terminated. The Term of this Agreement shall be automatically extended at the end of the Initial Term for successive 90 day Terms, unless either party gives notice to the other party in writing at least sixty (60) days prior to the end of the applicable Term that it desires to terminate the License.

7. CONSIDERATION:

In consideration of the license to broadcast the Series herein granted, Station shall broadcast the Series in accordance with the terms herein. Licensor may use the Network Advertisement commercial time as it sees fit, including the sale of such time to advertisers on terms established by Licensor.

8. EXCLUSIVITY:

Station's rights to the Program hereunder shall be exclusive in all broadcast radio media within the _____ Metro Survey Area (as defined by Arbitron).

9. REBROADCAST:

Program exclusive to radio broadcast stations in Greene-Morgan and Putnam counties, Georgia. PD 5/12/01

Notwithstanding anything to the contrary contained herein, Station shall have the right to rebroadcast, for its own use in its area of exclusivity, any Program, in whole (including all Network Advertisements), but not in part, at any time during the Term of this Agreement, unless otherwise restricted in this Agreement.

10. DELIVERY OF PROGRAMS:

If the Program is intended for live broadcast, Licensor shall deliver the Program to Station by land line or by satellite. Unless agreed to by Licensor, Licensor shall have no obligation to provide any equipment to Station in order to deliver the Program to Station. [If the Program is intended for delayed broadcast, the Program may be delivered to Station by the foregoing means or by audio cassette or compact disk or other mutually agreed to means, but must be delivered reasonably in advance of the scheduled broadcast date.]

11. PREEMPTION:

Station may preempt the Program only for emergency news and major professional play-by-play sports events. In such event, Station will broadcast any commercials provided by

Licensor, either at the time originally intended or, if such is not possible, anytime on the date of preemption between 6 a.m. and 10 p.m.

12. AFFIDAVIT OF PERFORMANCE:

The Station shall submit to Licensor written reports on a _____ basis on forms approved by Licensor, or its representatives, containing an Affidavit of Performance by the Station setting forth (i) proof of the broadcasting of the Program and all music provided by or on behalf of Licensor, (ii) the times and dates of any rebroadcasts of the Program, and (iii) compliance with the Station's obligations under this Agreement

13. TAPE DELAY:

If the live broadcast of the Program is moved from the original _____ time slot, Station shall have the option of taping and delaying the Program so as to continue to air it at the original time.

14. NO ALTERATION:

Except in accordance with Section 15, no portion of any Program, whether live, delayed broadcast or rebroadcast, may be edited, altered, deleted or juxtaposed in any manner at any time. Except in accordance with Section 15, no clips, sound bites, liners or any Program material from any Program may be used in any other programming or in any manner.

15. PROMOTION OF SERIES BY STATION:

The Station shall have the right to advertise and publicize and authorize others to advertise and publicize by means customary in the broadcast industry the Station's broadcast of the Program. Clips of 30 seconds or less may be used in on-air advertising or promotion of the Program at any time during the Term of this Agreement. No advertising or publicity shall be in any form of an endorsement, direct or indirect, of any product, service or advertising. Licensor may require Station to cease any advertising, promotion or publicity it reasonably determines is detrimental to the success of the Series in Station's market.

16. MERCHANDISING:

Without limitation on paragraph 1 herein, no merchandising rights are granted under this Agreement, and Station may make no use of the Program or the name or likeness of the talent participating therein which is not specifically authorized by this Agreement or approved in writing by Licensor.

17. LOCAL ADVERTISEMENTS:

Local Advertisements sold by Station may be inserted only in the positions in each Program designated by Licensor. Local Advertisements will be subject to Licensor's reasonable

standards regarding commercial acceptability, as such may be developed from time to time and communicated in writing to Station.

18. TERMINATION:

This Agreement may be terminated:

- a. By Station or Licensor as provided in Section 6 of this Agreement.
- b. By the Station, if Licensor fails to make timely delivery of any Program for any reason other than acts beyond the control of Licensor, after written notice to Licensor, and a reasonable opportunity to cure such failure.
- c. By Licensor, immediately, without further notice and without any further obligations to the Station, if the Station breaches any term or condition of this Agreement, including, but not limited to, failing to broadcast the Program during the time specified, failing to broadcast the Program as provided by Licensor, without alteration or modification or failure to submit complete and accurate Affidavits of Performance in accordance with the Terms of this Agreement.
- d. By Licensor, upon sixty (60) days' prior written notice, if the national syndication of the Program is terminated.

19. CHANGES IN SERVICE AREA:

If the Station makes any technical modification with changes in the Station's coverage area in any respect, the Station shall notify Licensor in writing at least twenty-one (21) days prior to the effective date of any such modification and Licensor may, upon fourteen (14) days' notice, terminate this Agreement. This Agreement shall not be assignable by Station, except that the Station shall assign this Agreement to any party acquiring all the Station's assets or stock, but in such event, the Station shall not be relieved of any of its obligations hereunder.

20. TAXES AND FEES:

The Station shall be solely responsible for the payment of any taxes levied on its possession, broadcast, use or right to use the material to be supplied under this Agreement and the Station will pay all license fees or royalty payments which may be required to be paid to any party such as BMI, ASCAP, SESAC or any like organization on account of the broadcast of any music or other material contained in the Program as provided by Licensor, and Station agrees to indemnify Licensor against and from any and all claims, costs and expenses which Licensor may incur as the result of Station's failure to maintain or pay under such license(s) or royalty arrangements.

21. ACTS BEYOND CONTROL:

10/01 14.10 FAX 4040611000 HSD RND10

Neither party will have any liability with respect to any Program if the performance by such party shall be prevented, interfered with or omitted because of a labor dispute, failure of facilities, act of God, riot, civil disorder, unrest, fire, earthquake, government or court action, or any similar or dissimilar cause beyond the control of the party failing to perform.

22. FCC DISCLOSURE:

As provided by Section 507 of the Federal Communications Act, Licensor agrees to disclose to Station any information which it has or has acquired, or which is disclosed to it, as to any money, service or valuable consideration which any person has paid or accepted, or agreed to pay or accept, for the inclusion of any program matter in the Program. The inclusion of any appropriate announcement in the Program shall constitute the disclosure to Station required by this Section 22.

23. NOTICE:

Each notice or consent to be given under this Agreement shall be given by facsimile, addressed to the then current fax number of the other party plus overnight courier or registered mail or certified mail to a party on the same day as the facsimile is sent at the address specified on the signature page, and shall be deemed given on the next business day following the date when so mailed and faxed.

24. MODIFICATION OF THE SERIES:

Licensor may, from time to time, in its sole discretion, change the broadcast time or modify the format of the Series including, but not limited to, modifying the position and length of commercial spots. Licensor shall provide Station with reasonable advance notice of any such modifications. Licensor may, in its absolute discretion, withdraw any licensed Program if the broadcast of the Program may (i) infringe the rights of any third party; (ii) violate any law, court order, government regulation, policy or ruling of any government agency; or (iii) subject Licensor to liability.

25. NOTICE OF INFRINGEMENT:

Station will notify Licensor promptly of any infringement of Licensor's rights in the Series, including, but not limited to, Licensor's copyright and trademark rights, that comes to the attention of Station. Station will cooperate with Licensor's efforts to stop such infringement.

26. MISCELLANEOUS:

This Agreement constitutes the entire Agreement of the parties and supercedes all prior written or oral agreements, understandings and negotiations between the parties. This Agreement may be amended or supplemented only by written agreement signed by all parties to this Agreement. All conditions of ownership and copyright and all representations and warranties contained in this Agreement shall survive its expiration or termination, to the extent necessary to effectuate its provisions. All remedies under this

1 5/14/01

Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Any waiver or delay in exercising any right or remedy under this Agreement shall not serve as waiver of any future right or remedy. If any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining portions or provision of this Agreement.

27. NO JOINT VENTURE:

This Agreement shall not constitute, create or in any way be interpreted as creating a joint venture, pooling arrangement, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be limited to those expressly set forth in this Agreement. Neither party shall have the authority to bind or create any obligations for the other party, nor shall either party represent that it is the agent or authorized representative of the other party.

28. PARAGRAPH HEADINGS:

Paragraph headings are for convenience only and shall not be used in any manner to construe this Agreement.

29. AUTHORIZATION:

The person executing this Agreement on behalf of the Station hereby represents and warrants that he or she is legally authorized to execute this Agreement on behalf of the Station, that the Station is duly authorized to enter into and fully perform this Agreement, that the Station intends to be legally bound, and that the Station is not bound by any agreement or order that will or may be violated or breached if the Station enters into this Agreement.

30. GOVERNING LAW AND ARBITRATION:

15/11/01

This Agreement shall be construed and interpreted under and pursuant to the laws of the State of Georgia. Any dispute in any way related to this Agreement, its scope, validity or meaning shall be decided in Atlanta, Georgia by arbitration before a single arbitrator according to the rules of the American Arbitration Association.

ACCEPTED AND AGREED TO:

WDDK-FM [Station]

By Chip Lyness

Dated 3/12/01

Station Address:

DOCK 103.9 / WDDK-FM

1271-B East Broad Street

Greensboro GA 30642

Attention: CHIP LYNESS

ACCEPTED AND AGREED TO:

Cox Radio, Inc. [Licensor]

By Paul Douglas

Name Paul Douglas

Title Manager

Dated 3-14-01

Licensor Address:

c/o WSB Radio

1601 W. Peachtree Street, N.E.

Atlanta, Georgia 30309

Attention: Paul Douglas

THE
DOCK
WDDK 103.9

1271-B East Broad Street
Greensboro, GA 30642

Chip Lyness

General Manager

(706) 453-4140

FAX (706) 453-7179

DOCK 1039@aol.com

DOCK INFO LINE (706) 453-0000

CONTRACT (REC'D 3/20/95)



366 Madison Avenue, 7th Floor
New York, New York 10017

EFM MEDIA MANAGEMENT, INC. STATION AGREEMENT

THE RUSH LIMBAUGH SHOW / MORNING UPDATE

Licensee: BRIARPATCH RADIO INC.
Station: WDDK - FM (AM/FM) (the "Station")
City: Greensboro State: GA Zip: 30642
RUSH Time of Broadcast: 12n-3p Days: M-F
UPDATE Time of Broadcast: 6a-8a Days: M-F
Commencement Date: 4/3/95

1. This, together with the attached Addendum, shall constitute an agreement, commencing on the date specified above between EFM Media Management, Inc. (EFM) and the Licensee of the aforesaid Station in accordance with which EFM hereby grants to Station the right, and Station undertakes the obligation, to broadcast "THE RUSH LIMBAUGH SHOW" a three hour 5 day per week program and "RUSH'S MORNING UPDATE" (the "UPDATE") a two and one-half minute 5 day per week program (collectively, The RUSH LIMBAUGH Program and RUSH'S MORNING UPDATE may be referred to as the "Programs") during the term herein on such dates and times as are specified above.

The broadcast rights granted by EFM to Station shall be exclusive to Station in its city of license. The term of this agreement shall begin on the Commencement Date and terminate as provided hereinbelow. Unless earlier terminated pursuant to Paragraphs 4 or 7 below, either EFM or Station may terminate this agreement, for any reason, upon 90 days prior written notice.

2.(a) In consideration of the delivery to Station of the Programs and for other good and valuable consideration, Station agrees to furnish, for EFM's exclusive use in each and every RUSH LIMBAUGH Program, four (4) minutes of commercial time per Program hour, and, with respect to RUSH'S MORNING UPDATE, one (1) minute of commercial time per UPDATE within or immediately adjacent to the UPDATE. EFM may use the commercial time as it sees fit, including, by way of example, the sale of such time to advertisers on terms designated by EFM. The commercials sold by EFM to advertisers will be furnished to Station by EFM and Station is obligated to broadcast the commercials within the time periods specified above for the broadcast of the applicable Program.

(b) In connection with Station's obligations hereunder, Station will submit to EFM, reports, on a regular basis and in conformance with a schedule established by EFM. The reports will serve as affidavits of Station's compliance with its obligations under Paragraphs 2(a) above.

-more-

3. Unless authorized by EFM, Station shall broadcast the Program in its entirety without deletions or alterations including the commercials furnished by EFM, ID's, Program promotional material and credits. Station shall, prior to the commencement of the agreement, be required, at its expense, to obtain necessary equipment in order to receive satellite transmission of the Program.

4. If EFM fails to make timely delivery of any Program for any reason beyond its control such failure shall not be deemed a breach or violation of the terms of this agreement. Should Station breach any term or condition of this agreement (e.g., failure to (a) broadcast the Program during the time specified, (b) broadcast an EFM furnished commercial during the scheduled broadcast of the Program, (c) make timely payment of the fees specified in the Addendum, or (d) submit complete and accurate affidavits of performance), EFM may, in addition to all other rights it may have, immediately, without further notice, terminate this agreement and have no further obligations to Station.

5.(a) Subject to the terms of this agreement, Station acknowledges that all rights and interest in and to the Programs are and shall remain the exclusive property of EFM. Station shall not without written authorization from EFM, copy, duplicate, rebroadcast or reproduce any Program materials furnished hereunder.

(b) Notwithstanding the foregoing Station may rebroadcast the RUSH LIMBAUGH Program on the following basis:

- o Rebroadcast of any hour of the Program is prohibited Monday thru Friday between hours of 5 AM and 12 Midnight local time.
- o Up to 3 hours of the Program may be repeated overnight between 12 Midnight and 5 AM.

Weekend broadcast is permitted as follows:

- o Saturday and Sunday airing must be between 6A-7P local time. Daytime repeat may not exceed 3 hours either day, totaling a maximum of 6 daytime hours each weekend.

o No portion of any program hour may be edited, altered or deleted in any way at any time. No clips, sound bites, liners or any program material from the show may be used in any other program broadcast by Station, *except in 20-second or less clips which may be used to promote the Program(s) in other radio station programs. In no case may Station use any music from the Programs for any purposes.*

- o All rebroadcast hours must contain the network commercial inventory as scheduled in the hours when the Program was initially broadcast.

(c) UPDATES may be repeated up to two (2) times in addition to the initial broadcast between 5 AM and 10 AM with local sponsorship.

- (d) No merchandising rights are granted under this agreement. Station may make no use of the Program or the name and likeness of RUSH LIMBAUGH which are not specifically authorized herein without the written approval of EFM.

6. Station shall be solely responsible for the payment of any public performance music licenses or royalty payments which may be required to be paid to any party such as BMI, ASCAP, SESAC or any like organization on account of the broadcast of any music contained in the Program.

7. If Station makes a technical modification which changes the Station's coverage area in any respect Station shall notify EFM prior to the effective date of any such modification and EFM may, upon 2 weeks notice, terminate this agreement. EFM may assign this agreement to any party and Station shall have the right to assign this agreement to any party acquiring all of the Station's assets or stock but in such event Station shall not be relieved of its obligations hereunder.

8. This is the entire agreement between the parties. The agreement shall be effective when executed by both parties and upon receipt of the fee specified in the Fee Addendum. No changes may be made except in writing and executed by both parties. The agreement shall be construed in accordance with the laws of the State of New York. All notices shall be by such means as designated by EFM and deemed given on the date placed with the applicable carrier.

ACCEPTED AND AGREED:

Signed: Chip Lyness

(Print name): CHIP LYNESS

Station: DOCK 103.9 / WDDK-FM
1271-B East Broad Street

Date: Greensboro, GA 30642 3/14/95

EFM MEDIA MANAGEMENT, INC:

Signed: Lee R. Gordon



366 Madison Avenue, 7th Floor
New York, New York 10017

FEE ADDENDUM TO STATION AGREEMENT/THE RUSH LIMBAUGH SHOW

This shall amend the Station Agreement between EFM MEDIA MANAGEMENT, INC. and radio station WDDK - FM licensed to Greensboro, GA, dated 4/3/95. Except as amended herein the Station Agreement, including rights relating to termination, shall remain unchanged and in full force and effect.

For good and valuable consideration, receipt of which is hereby acknowledged, station will, for as long as the Station Agreement is in effect, pay by check, in advance to EFM MEDIA MANAGEMENT, INC. per calendar year quarter according to the following schedule:

Fee start date: 4/3/95

Annual advance quarterly payments will always be due on the following dates:

1st quarter	(Jan 1 - March 31)	due December 15	\$ <u>0*</u>
2nd quarter	(April 1 - June 30)	due March 15	\$ <u>900</u>
3rd quarter	(July 1 - September 30)	due June 15	\$ <u>900</u>
4th quarter	(October 1 - December 31)	due September 15	\$ <u>900</u>

Foregoing fee may be changed by EFM upon 90 days written notice. Fees shall remain in effect until the agreement is terminated by either party pursuant to the Station Agreement.

Failure by station to make the above payments on the due dates will be construed as material breach of the Station Agreement and shall be deemed as notice of termination of the Station Agreement effective on the last day of the immediately preceding quarter for which payment was received. Following cancellation the agreement may be reinstated (if the program is available in the market and at the sole discretion of EFM) with payment of the then applicable EFM reinstatement fee in addition to the quarterly program charge.

* First installment has been prorated according to start date.

ACCEPTED AND AGREED:

By: Chip Lynen

Station: DOCK 103.9 / WDDK-FM
1271-B East Broad Street
Greensboro, GA 30642

Date: 3/14/95

EFM MEDIA MANAGEMENT:

By: Paul H. Gordon / Herold

Kindly furnish the following information:

Call Letters: WDDK-FM Market: GREENSBORO (LAKE OBER) State: GA

Frequency: 103.9 FM Power: 3,000 WATTS Time Zone: EASTERN

Program/Operations Director: CRAIG ANDREWS

General Manager: CHIP LYNES

Network Affiliation: ABC - DIRECTION

Telephone #: 706-453-4140 Fax #: 706-453-7179

Address: DOCK 103.9 / WDDK-FM
1271-B East Broad Street
Greensboro, GA 30642



Contract

(4/97)

DOCK 103.9 / WDDK-FM
1271-B East Broad Street
Greensboro, GA 30642

FOCUS ON THE FAMILY COMMENTARY Licensing Agreement

Focus on the Family is pleased to offer to your radio station the rights in your market to broadcast the FOCUS ON THE FAMILY COMMENTARY. This license shall be subject to the terms and conditions set forth in this letter of Agreement (hereinafter referred to as the "Agreement").

AGREEMENT made as of MARCH 18, 1997, between Focus on the Family (hereinafter referred to as "FOF") whose address is 8605 Explorer Drive, Colorado Springs, CO 80920 and WDDK AM (FM) (hereinafter referred to as "Station") whose address is

DOCK 103.9 / WDDK-FM
1271-B East Broad Street
Greensboro, GA 30642

1. Grant of license. Subject to Station's compliance with the terms of the Agreement FOF hereby grants to Station a limited license to broadcast on the Station the daily 90-second feature, FOCUS ON THE FAMILY COMMENTARY (hereinafter referred to as the "Program"), in the Station's market during the term as defined herein.

The broadcast rights granted by FOF to Station shall be exclusive to Station in its city of license.

2. Obligation of Station.

2.1 Minimum Number of Broadcasts In consideration of the delivery to Station of the Program, Station shall broadcast a minimum of one episode of the Program per day, in its entirety, Monday-Friday, between the hours of 6:00 A.M. and 7:00 P.M. Station shall also provide the time for and broadcast five (5) minutes of national commercials per week, one (1) minute per day, between the hours of 6 A.M. and 7 P.M., Monday - Friday. Station acknowledges that it has been advised by FOF that it intends to sell or trade such commercial minutes for use by third parties, or to use them itself. FOF shall furnish to Station the commercials together with the appropriate broadcast instructions. Failure of the Station to air the commercials will result in financial loss to FOF.

2.2 Scheduled Airing of Program. Station intends to air the Program on a daily basis (Monday-Friday) at 6:45 (A.M.) EASTERN Time Zone but may change the broadcast time in accordance with this Section. Station may rebroadcast the Program provided it so indicates on the monthly affidavit described in Section 2.3.

2.3 Monthly Affidavit. Station shall submit affidavits, on a regular basis, and not less often than monthly during the Term, reporting commercial clearance of the Program in conformance with the commercial broadcast schedule as outlined in 2.1. The affidavits will serve as a representation by Station of Station's compliance with its obligations under Paragraph 2.1 above. Station shall submit the affidavits within thirty (30) days following the end of each broadcast month. Station is liable to make good, as soon as possible and within an equivalent daypart, all commercials missed within any broadcast month during the Term of this Agreement.

3. Term. The term of this Agreement (the "Term") shall commence as of 3/31, 1997 and shall continue for one (1) year (the "Initial Term"). After the Initial Term, this Agreement shall automatically continue until terminated by either party on not less than ninety (90) days prior written notice.

4. Breach. If FOF shall fail to make timely delivery of any installment of the Program for any reason beyond its control, such failure shall not be deemed a breach or violation of the terms of this Agreement. If station shall breach any term or condition of this Agreement, FOF may, in addition to the recovery of damages resulting therefrom, and all other rights it may have, immediately and without further notice, terminate this Agreement and have no further obligations to Station. Upon termination of this Agreement, either by Station or by FOF, Station is obligated to return to FOF all copies of the Program, and Station shall not thereafter broadcast any installment of the Program.
5. Indemnity. Station shall indemnify, defend and hold FOF harmless from and against any and all costs, expenses (including attorneys' fees) and damages arising out of a breach of the terms of this Agreement.
6. Attorneys' Fees and Costs. In the event that an action is brought to enforce the terms and conditions of this paragraph, the wrongful party shall reimburse the prevailing party's legal fees and court costs in connection therewith.
7. Ownership of Program. Subject to the terms of this Agreement, Station acknowledges that, as between Station and FOF, all rights and interest in and to the Program are and shall remain the exclusive property of FOF.
8. Change in Broadcast Area. If Station shall make any modification which changes the Station's coverage area in any respect, Station shall notify FOF prior to the effective date of any such modification and FOF may, upon 2 weeks prior written notice, terminate this Agreement. FOF may assign this Agreement to any party and Station shall have the right to assign this Agreement to any party acquiring all of the Station's assets or stock but in such event Station shall not be relieved of its obligations hereunder.
9. Representations and Warranties. FOF represents and warrants (a) that it has the right to enter into and fully perform this Agreement; and (b) that FOF is not bound by any agreement that will or may be violated or breached by becoming a party to this Agreement. Station represents and warrants (a) that it has the right to enter into and fully perform this Agreement; and (b) that Station is not bound by any agreement that will or may be violated or breached by Station becoming a party to this Agreement.
10. Integration. This Agreement constitutes the entire agreement between the parties concerning the matters set forth herein and this Agreement may not be modified, waived, renewed or discharged, in whole or in part, except as provided herein, or by written agreement between the parties.
11. Construction. This Agreement and all questions relating shall be governed by and construed in accordance with the laws of the State of Colorado and shall be deemed performable in the State of Colorado.
12. Notice. All notices desired or required to be delivered hereunder shall be in writing and all such notices to be made shall be personally delivered, or sent by overnight courier (e.g., Federal Express), or by certified mail, return receipt required, postage prepaid, and addressed to:

Radio Today Entertainment, 1776 Broadway 4th Floor New York, NY 10019, with a copy to Focus on the Family, 8605 Explorer Drive, Colorado Springs, CO 80920, Attention: Briargate Media.

Accepted and Agreed :

By: Chip Lyness
Name: CHIP LYNES
Title: Gen Mgr
Station: DOCK 103.9 / WDDK-FM
Date: 3/18/97 1271-B East Broad Street
Greensboro, GA 30642

Focus on the Family:

By: Ramona Rideout
Name: Ramona Rideout
Title: VP
Date: 4/9/97

GA
2004 TECH

Contract for Radio Network Affiliate Station

Georgia Tech ISP Sports Network

This Agreement is entered into on June 15, 2004 by and between Briarpatch Radio Inc., 127 East Broad Street Greensboro, NC 30642 and International Sports Properties, Inc., 140 Club Oaks Court, Winston-Salem, North Carolina 27104 (hereinafter "ISP Sports"), as exclusive worldwide multi-media rights holder under license granted by Georgia Tech.

WITNESSETH:

WHEREAS, Georgia Tech is the owner of certain athletics properties and has granted an exclusive license to ISP Sports to manage those properties, including those described in Exhibits A - B

WHEREAS, Briarpatch Radio Inc., owners of WDDK-FM, located in Greensboro, NC, ^{GEORGIA} operating at 5,300 watts, at frequency 103.9; _{8/9/04}

WHEREAS, Briarpatch Radio Inc. desires to operate as a full-time affiliate station of the radio properties that have been licensed to ISP Sports by Georgia Tech;

WHEREAS, ISP Sports and Georgia Tech desire to enter into an agreement for the radio network affiliation rights with Briarpatch Radio Inc.;

THEREFORE, in consideration of the obligations and promises in this agreement, Briarpatch Radio Inc. and ISP Sports, as licensee of Georgia Tech, agree as follows:

ARTICLE I. DEFINITIONS

- 1.01 "License" means the right of the licensee (ISP Sports) to use the properties licensed by the licensor (Georgia Tech).
- 1.02 "Affiliate station" means any AM or FM radio station(s) mutually selected by ISP Sports and Georgia Tech to be on a network of radio stations that receive(s) and

broadcast ISP Sports-syndicated programming.

ARTICLE II. LEGAL STATUS, AUTHORITY AND WARRANTY BY EACH PARTY

- 2.01 Georgia Tech represents that it is a public educational institution and warrants that it is a member in good standing of the Atlantic Coast Conference. Georgia Tech further represents and warrants that it has the authority to grant an exclusive license to ISP Sports to market and manage certain athletic properties and therefore, has the authority to enter into this Agreement. Georgia Tech warrants that the affixed signatures on this Agreement are by representatives of Georgia Tech who are duly authorized by Georgia Tech.
- 2.02 ISP Sports represents that it is a duly organized North Carolina corporation in good standing and is authorized to do business in the state of Georgia. ISP Sports represents and warrants that this Agreement is a valid act of the corporation and that the signatures affixed on this Agreement are by officers duly authorized by ISP Sports.
- 2.03 Briarpatch Radio Inc. represents that it is a duly organized Georgia corporation in good standing and is authorized to do business in the state of Georgia. Briarpatch Radio Inc. represents and warrants that this Agreement is a valid act of the corporation and that the signatures affixed on this Agreement are by representatives duly authorized by the officers of Briarpatch Radio Inc..

ARTICLE III. TERM OF THE AGREEMENT AND RENEWALS

- 3.01 The term of this Agreement is from execution of this agreement through June 30, 2007, and covers the 2004-2005, ~~2005-2006 and 2006-2007~~ season(s).
 one-year deal is agreed to
 2006-2007 8/9/04
 8/9/04

ARTICLE IV. AFFILIATE STATION PROGRAMMING

- 4.01 ISP Sports grants to Briarpatch Radio Inc. broadcast affiliation rights and WDDK-FM 103.9 will carry programming as noted and described in Exhibits A-D to this agreement. These programs include:
- A. Georgia Tech football game broadcasts
 - B. Georgia Tech men's basketball game broadcasts
- 4.02 This agreement does not grant Briarpatch Radio Inc. the right to stream or re-broadcast the network programming described in Exhibits A - B of the agreement. Any such rights to re-broadcast the network programming would require the express written consent of ISP Sports

- 4.03 Station is given the option to pre-empt those game broadcasts that may conflict with a pre-existing agreement with the Georgia Bulldogs to carry their football and basketball game broadcasts.
- 4.04 Network Formats. ISP Sports will send to Briarpatch Radio Inc., in advance of the programming season, a programming format including a list of Network breaks within each scheduled program.
- 4.05 Local Commercials. Briarpatch Radio Inc. may use the inventory described as follows:
- a. A minimum of forty-eight (48) :30 avails within the pre-game, play-by-play, and post-game football broadcasts covered by Exhibit A of this Agreement; and
 - b. A minimum of thirty-six (36) :30 avails within the pre-game, play-by-play and post-game men's basketball broadcasts covered by Exhibit B of this Agreement.

ARTICLE V. RELATIONSHIP OF THE PARTIES

- 5.01 Briarpatch Radio Inc. is an independent business and is not an employee or agent of ISP Sports.
- 5.02 Briarpatch Radio Inc. is an independent contractor and does not have the authority to obligate or bind ISP Sports. Briarpatch Radio Inc. will inform relevant third parties of its independent status and that it is not a representative of ISP Sports.
- 5.03 The athletics properties licensed to ISP Sports by Georgia Tech are the property of Georgia Tech. Should ISP Sports not maintain such athletics properties license, then this Agreement shall automatically become null and void.

ARTICLE VI. DISTRIBUTION

- 6.01 ISP Sports will provide each affiliate with a digital receiver upon notification that the affiliate does not possess other suitable means to receive programming from ISP Sports. If interruption of a program occurs due to problems with WDDK-FM signal receiving equipment or facilities or the connections to WDDK-FM, then ISP Sports will work with Briarpatch Radio Inc. in extending the programs to WDDK-FM by other suitable means, but Briarpatch Radio Inc. shall be responsible for all costs associated therewith. If Briarpatch Radio Inc. should choose to terminate or breach this agreement during the term, ISP Sports is entitled to retrieve all equipment at the station that was provided by the network to receive the broadcast.

ARTICLE VII. BROADCASTING

- 7.01 Scope. Briarpatch Radio Inc. will broadcast on WDDK-FM, when delivered, all scheduled programs and ISP Sports commercials, indicated by Exhibits A through D and transmitted by ISP Sports in their entirety, without interruption, deletion or addition of any kind, except for the addition of local commercials as provided for in section 4.03. Briarpatch Radio Inc. will declare the scope of WDDK-FM on the attached Program Schedule and Clearance Declaration. This Program Schedule and Clearance Declaration are within the scope of the contract.
- 7.02 Makegood Commercials. Briarpatch Radio Inc. will furnish a makegood commercial announcement for each scheduled ISP Sports commercial which is not broadcast. Any such makegood shall be broadcast within a comparable day-part or time period (5:00 a.m. - 10:00 a.m., 10:00 a.m. - 3:00 p.m., 3:00 p.m. - 8:00 p.m.) and within twenty-four hours of omission. Daytime stations shall be held liable for all evening commercials missed and must makegood said commercials in the same manner.
- 7.03 Delayed Broadcast. Briarpatch Radio Inc. will not delay the broadcast of live ISP Sports program service without notice to ISP Sports and without advance written approval of ISP Sports.
- 7.04 Music Licensing. Briarpatch Radio Inc., shall pay for any and all assessments, fines or charges assessed or claimed by ASCAP, BMI, SESAC, or any other music licensing organization as a result of the broadcast of the service by Briarpatch Radio Inc..

ARTICLE VIII. BROADCAST SERVICE

- 8.01 Briarpatch Radio Inc. will not authorize, cause, permit or enable anything to be done whereby any program, part of program, information or news tip which is supplied to WDDK-FM by ISP Sports is used for any purpose other than broadcasting by WDDK-FM in accordance with this Agreement. Permission to use any program, or part of the program, must be obtained from the Vice-President of the Broadcast Division of ISP Sports in advance.

ARTICLE IX. AFFIDAVITS OF PERFORMANCE

- 9.01 Briarpatch Radio Inc. will by the 7th day of the following month, submit written, notarized affidavits of performance on forms supplied by ISP Sports of ISP Sports' programs and commercials broadcast by WDDK-FM including a report of any commercials not broadcast as specified in Schedule and a report of the times any makegood commercial announcements were broadcast. All affidavits must be returned to the following address:

Ms. Jamie Frye

Director of Radio Network Affiliate Relations
Georgia Tech ISP Sports Network
140 Club Oaks Court
Winston-Salem, NC 27106

ARTICLE X. CONTROLLING LAW

10.01 This Agreement is governed by the laws of the State of North Carolina.

ARTICLE XI. FAILURE TO OBJECT NOT A WAIVER

11.01 The failure of a party to object to or act upon a breach of this Agreement by the other party is not a waiver of that breach or any future breach.

ARTICLE XII. LEGAL CONSIDERATION

12.01 If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the invalidity or unenforceability will not affect any other provision. This Agreement will be construed as if the invalid, illegal or unenforceable provision had never been a part of this agreement.

ARTICLE XIII. BREACH AND OPPORTUNITY TO CURE

13.01 If either party believes the other has failed to perform any of the material obligations of this Agreement, that party will deliver a written notice of the failure to the other party and provide a reasonable opportunity of not less than thirty (30) days to cure the default prior to declaring a default or seeking a remedy.

ARTICLE XIV. TERMINATION

14.01 It is anticipated that Briarpatch Radio Inc. will maintain existing ownership, management and format of the radio Briarpatch Radio Inc.. If format should change to programming that is unacceptable to ISP Sports and may restrict ISP Sports' effort to market the broadcasts, ISP Sports may terminate this Agreement by giving thirty (30) days written notice of its intention to terminate under this article with no penalty. The termination will be effective upon the conclusion of the broadcast season in which notice is given.

ARTICLE XV. ADDITIONAL CONSIDERATIONS

15.01 Briarpatch Radio Inc. will not sell advertising in the following advertising categories within ISP programming: tobacco products, liquor, soft drinks, petroleum company, feminine hygiene products, contraceptives, sexual enhancement, and "gentlemen" entertainment clubs.

- 15.02 Network advertising exclusivity. Briarpatch Radio Inc. may not place WDDK-FM advertisers that are competitive with the following NETWORK advertisers in designated Broadcast segments:

<u>NETWORK Advertiser/Advertising Category</u>	<u>Broadcast Segment</u>
<u>Soft Drink/Water/Isotonic/Non-Carbonated</u>	<u>Entire</u>
<u>Beverages</u>	<u>Entire</u>
<u>Insurance Company</u>	<u>Entire</u>
<u>Telecommunications</u>	<u>Entire</u>
<u>Power Company</u>	<u>Entire</u>
<u>Airline</u>	<u>Entire</u>
<u>Malt Beverages</u>	<u>Entire</u>
<u>Lotteries</u>	<u>Entire</u>

ARTICLE XVI. ASSIGNMENT

- 16.01 This Agreement is not assignable by either party, in whole or in part, except in the event of an ownership change. If either party makes an ownership change, the Agreement is binding upon the new ownership of that party. For the purposes of this Agreement, ownership change means the sale of all or substantially all of the assets of either party.

ARTICLE XVII. NOTICES

- 17.01 All notices given under this Agreement will be in writing and delivered by registered or certified mail, return receipt requested, addressed to the party to be notified at its address set forth below. The notices will be given when received. Notice to ISP Sports and Briarpatch Radio Inc. will be addressed as follows unless changed in writing by notice to the other party:

International Sports Properties, Inc.
Attn.: Chris Ferris
140 Club Oaks Court
Winston-Salem, NC 27104

Briarpatch Radio Inc.
Attn: Chip Lyness
127 East Broad Street
Greensboro, NC 30642

DOCK 103.9 WDDK-FM
BRIARPATCH RADIO, INC.
1271-B EAST BROAD ST
GREENSBORO, GA 30642

8/9/04

ARTICLE XVIII. ENTIRE AGREEMENT

18.01 This Agreement, including all exhibits, contains the entire Agreement of the parties with respect to this matter. No representations have been made or relied on by either party, other than those expressly provided for. No agent, employee, or other representative of either party is empowered to alter any of its terms, unless done in writing and signed by an authorized officer or agent of the appropriate party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on 8/9/, 2004.

Briarpatch Radio Inc.

By: Chapman

Title: GEN MGR

ISP Sports

By: Taylor Dulan

Title: Network Recruiter

EXHIBIT A. (GEORGIA TECH) FOOTBALL GAME BROADCAST

1. Georgia Tech football game broadcasts are produced and distributed for a minimum of eleven (11) regular season games per broadcast season. Additional game broadcasts will be aired if the team participates in pre-season game(s) and/or postseason game(s) (contingent on ISP Sports acquiring the rights to broadcast).

Each game broadcast features:

- a. Sixty (60) minute pre-game show
- b. Play-by-play coverage (including halftime, 3 to 3.5 hours in length)
- c. Forty-five (45) minute post-game show

Total air time of each broadcast is approximately 5 to 6 hours.

2. Briarpatch Radio Inc. will provide the following requirements:

- a. Clearance for live broadcast on every air date as defined above.
- b. Full-time clearance will be on:

<u>Call Letters</u>	<u>Frequency</u>	<u>Wattage</u>	<u>Format</u>
WDDK-FM	103.9	5,300	Adult Contemporary

EXHIBIT B. GEORGIA TECH MEN'S BASKETBALL GAME BROADCAST

1. Description

Georgia Tech men's basketball game broadcasts are produced and distributed for a minimum of twenty-seven (27) regular season games per broadcast season, in addition to any NCAA-exempted regular season game(s) or tournament(s), and post/season game(s) or tournament(s) (contingent on ISP Sports acquiring the rights to broadcast). ISP will broadcast all ACC Tournament games contingent on the network's ability to air (ten games for the 2004-2005 broadcast year and eleven games during subsequent years of this agreement).

Each game broadcast features:

- a. Thirty (30) minute pre-game show
- b. Play-by-play coverage (including halftime, 2 to 2.5 hours)

c. Thirty (30) minute post-game show

Total air time of each broadcast is approximately 3 to 3.5 hours

2. Briarpatch Radio Inc. will provide the following requirements:

a. Clearance for live broadcast on every air date as defined above.

b. Full-time clearance will be on:

<u>Call Letters</u>	<u>Frequency</u>	<u>Wattage</u>	<u>Format</u>
WDDK-FM	103.9	5,300	Adult Contemporary

STATION INFORMATION SHEET

**DOCK 103.9 WDDK-FM
BRIARPATCH RADIO, INC.
1271-B EAST BROAD ST.
GREENSBORO, GA 30642**

CALL LETTERS: _____

FREQUENCY: _____

STATION CONTACT PERSON: _____

CHIP LYNESS

MAILING ADDRESS: _____

**DOCK 103.9 WDDK-FM
BRIARPATCH RADIO, INC.
1271-B EAST BROAD ST.
GREENSBORO, GA 30642**

PHONE NUMBER: _____

706-453-4440

FAX NUMBER: _____

706-453-7179

E-MAIL ADDRESS: _____

dock1039@aol.com

POWER: day _____

5,300 W

night _____

5,300 W

FORMAT: _____

Adult Cont.

BROADCAST HOURS: _____

24/7

Complete only if line 1 is \$150,000 or less. **LICENSE FEE.** Enter the License Fee amount from the table below based on the station's Gross Revenue amount (line 1) in the left hand column. If the report period is for less than a calendar year, annualize the License Fee which corresponds to that annualized revenue. Your report is now complete

Gross Revenue		License Fee	
\$	Up to - \$ 50,000	\$	450
\$	50,001 - \$ 75,000	\$	800
\$	75,001 - \$100,000	\$	1,150
\$	100,001 - \$125,000	\$	1,450
\$	125,001 - \$150,000	\$	1,800

Line 4. ADVERTISING AGENCY COMMISSIONS (Par. 5.I.(1)). Total advertising agency commission is not to exceed 15% actually allowed by agreement, but are wholly unrelated to the station.

Lines 5, 6 & 7. POLITICAL REVENUE (Par. 5.I.(2)). Enter on line 5 cash amounts received for candidates and issues appearing on election ballots. Subtract line 6 from line 5 and enter the difference on line 7. Any advertising agency commissions on political revenue that are included in the amount entered on line 5. Subtract line 6 from line 5 and enter the difference on line 7.

Lines 8, 9 & 10. BAD DEBTS (Par. 5.I.(3)). Enter on line 8 bad debts actually written off. Do not include any reserve or provision for bad debts. Enter on line 9 all bad debt recoveries. Subtract line 9 from line 8 and enter the difference on line 10.

Line 11. RATE CARD DISCOUNTS (Par. 5.I.(4)). These may only be deducted if actually allowed and if the gross amounts before discounts are included in Gross Revenue in line 3.

Line 12. Add lines 4, 7, 10 & 11 and enter total.

Line 13. ADJUSTED GROSS REVENUE. Subtract line 12 from Line 3 and enter the difference.

If you do not itemize deductions, compute 1.615% of line 13 and enter on line 18. This is your "License Fee".
If you itemize deductions, complete lines 19 through 26 (Part 4 of the report form) first and then return to line 14

ITEMIZED DEDUCTIONS

Line 14. Enter total from line 26 in Part 4.

Line 15. Compute 11% of line 13 ("Adjusted Gross Revenue") and enter.

Line 16. Subtract line 15 from line 14 and enter the difference.

Line 17. REVENUE SUBJECT TO FEE. Subtract line 16 from line 13 ("Adjusted Gross Revenue") and enter the difference.

Line 18. Compute 1.615% of line 17, but not less than 1% of line 13, and enter. This is your "License Fee".

Line 19. DEDUCTIBLE COMPENSATION (Par. 5.J.(1)). Complete the schedule by listing in the left hand column the names of, and in the right hand column the total compensation paid to, personnel whose duties primarily are acting as (a) master of ceremonies or disc jockey on musical programs, (b) vocalists or instrumentalists engaged for a specific program, (c) featured newscaster and news commentator, (d) featured sportscaster, (e) master of ceremonies on an entertainment program, or (f) announcer.

Line 20. AMOUNT NON-DEDUCTIBLE. Enter the amount non-deductible in accordance with the table below. (If the report covers less than a full calendar year, compute the non-deductible amount by annualizing the Adjusted Gross Revenue (line 13), and pro-rating the non-deductible amount applicable to the annualized revenue.)

Station's Annual "Adjusted Gross Revenue" (Line 13)		Total Annual Amount	
\$	Under - \$ 50,000	\$	6,200
\$	50,000 - \$149,999	\$	18,600
\$	150,000 - \$299,999	\$	27,900
\$	300,000 - \$499,999	\$	41,900
\$	500,000 - \$749,999	\$	46,500
\$	750,000 - \$999,999	\$	53,700
\$	1,000,000 - and over	\$	62,000

Line 21. Subtract line 20 from line 19 and enter the difference.

Line 22. NEWS SERVICES (Par. 5.J.(2)). Enter the actual amounts paid by the station to independent suppliers of general news services (such as AP or UPI) and specialized news services (such as weather, traffic, business or agricultural reports).

Line 23. REMOTE PICK-UPS (Par. 5.J.(3) (a)). Enter amounts paid to the telephone company or like transmission utility for the remote pick-up necessary to broadcast a local program from a point outside the studio.

Line 24. RIGHTS (Par. 5.J.(3) (b)). Enter the amount paid for broadcast rights for a sports or special event.

Line 25. Enter, and specify as "Unlicensed Network Payments" the following amounts actually paid to a wholly independent network not licensed by ASCAP for a specific local program (Par. 5.J.(4)): the full amount paid if the network is owned by a College or University; only the amounts paid for talent, rights and lines (not to exceed amounts actually paid to the original rights holder or transmission utility) if the network is not owned by a College or University.

If your station operates or is under the same or substantially the same ownership, management or control as a sports or other occasional network not licensed by ASCAP, and if you have included in line 3 all payments made by or on behalf of sponsors of the network as set forth in the instructions for line 3, you may deduct payments made by the network to its affiliated stations, and payments for talent, rights and lines, but not to exceed the amounts actually paid to the original rights holder or the transmission utility (Par. 5.J.(5)).

Line 26. Add lines 21 through 25 and enter the total.

ascap

American Society of Composers, Authors & Publishers

*Chips -
OK you have
agreed to sign
to protect the
ASCAP name
long term*

RADIO DEPARTMENT

MAY 16, 1990

*Rec'd
5/15/90
Ch*

RADIO STATION WDDK FM
ATT C/O HUGH CHRISTIAN, WRFC
BRIARPATCH RADIO INC
1271-B EAST BROAD ST
GREENSBORO GA 30642

DEAR BROADCASTER:

WE HAVE RECEIVED YOUR SIGNED LOCAL STATION RADIO MUSIC
LICENSE.

WE HAVE SIGNED THE AGREEMENT AND AN EXECUTED COPY IS
ENCLOSED FOR YOUR FILES.

SINCERELY,

Jean Maull
JEAN MAULL

ENCLOSURE

STATION BLANKET RADIO LICENSE

AGREEMENT made between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("Society") and Briarpatch Radio, Inc

("Licensee") as follows:

1. **Scope of License.** Society grants to Licensee and Licensee accepts for a period commencing as of April 1 1990 and ending December 31, 1990, a license to perform publicly by radio broadcasting on Licensee's local radio programs from Radio Station WDDK (formerly WGRG) 103.9 MHz located at Greensboro GA 30642 1271-B East Broad St

("the Station") non-dramatic performances of the separate musical compositions in the Society's repertory. This license does not extend to or include the public performance by radio broadcasting or otherwise of any rendition or performance of any opera, operetta, musical comedy, play or like production, as such, in whole or in part. Nothing in this agreement shall be construed as authorizing Licensee to grant to others any right to perform publicly or reproduce in any manner any of the musical compositions licensed under this agreement, or as authorizing any receiver of any radio broadcast to perform publicly or reproduce the same in any manner. The radio broadcast performances licensed under this agreement may originate at the Station or at any other place but 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.

2. **Definitions.** As used in this agreement:

A. "Society's repertory" means all musical compositions which the Society has the right to license for public performance now or hereafter during the term of this agreement. Included for the full term of this agreement are all compositions written and copyrighted by members of Society and in the repertory on the date this agreement is executed. Compositions later written or copyrighted by members during the license term shall be included for the full balance of the term.

B. "Local radio program" means any program broadcast from the Station other than a network radio program. For the purposes of this agreement, sports, special events and other programs furnished by networks not licensed by Society shall be deemed to be "local radio programs".

C. "Network radio program" means a program broadcast simultaneously or by so-called "delayed" or "repeat" broadcasts (sometimes known as "rebroadcasts") over two or more affiliated stations.

D. "Affiliated station" means any radio broadcasting station in the United States which regularly broadcasts network radio programs of a radio network or which appears on the radio rate card of such network and which is interconnected with such network by wire or any other means whatsoever. Such station shall only be deemed to be an affiliated station so long as it regularly broadcasts such programs or appears on such rate cards. All radio broadcasting stations in the United States which are owned and operated by a network and which broadcast such network's radio programs shall be deemed to be affiliated stations for the purpose of this agreement, whether or not they appear on such network's radio rate cards.

E. "Co-operative programs" are programs which are furnished by a network to its affiliated stations under an arrangement permitting an affiliate to broadcast such programs on a sustaining basis or on a commercial basis under the sponsorship of a local, regional or national advertiser contracting directly with such affiliated station or its representative for the incorporation of the commercial credits of such advertiser into the program as broadcast by such affiliated station. For the purposes of this agreement only, and without prejudice to the position of Society or Licensee or any network of which Licensee is an affiliated station as to the status of co-operative programs under Society's television broadcasting licenses, such co-operative radio programs shall be deemed to be "local radio programs" as defined herein.

F. "Gross Revenue" means all payments (excluding non-cash payments in goods and/or services) made

(1) by or on behalf of sponsors or donors for the use of radio broadcasting facilities of the Station, whether made directly to Licensee or to any other person, firm or corporation, including any network not licensed by Society and under the same or substantially the same ownership, management or control as the Station.

(2) by wholly independent "time brokers" or recognized wholly independent companies engaged in "barter" arrangements with radio or television stations generally for the resale of the radio broadcasting facilities of the station, and

(3) by wholly independent networks not licensed by the Society for the broadcasting of such networks' programs by the station.

G. "Adjusted Gross Revenue" means gross revenue less:

- (1) any sums received from networks licensed by Society with respect to network radio programs; deduction shall not apply to that portion of the sums received from a network licensed by Society attributable to announcements in a network program not broadcast by the station, or to announcements furnished by such network not related to network programs;
- (2) advertising agency commission not to exceed 15% actually allowed to an advertising agency that has no direct or indirect ownership or managerial connection with Licensee or the Station;
- (3) any sums received from political local radio programs of Licensee;
- (4) bad debts actually written off and discounts allowed or rebates paid;
- (5) rate card discounts, cash, quantity and/or frequency actually allowed; and
- (6) any sums received with respect to a local radio program of Licensee presented by transcription if a license has been granted by Society (as distinguished from its members) at the source to perform on such local radio program by means of such transcription the musical compositions embodied therein.

H. "Revenue Subject to Fee" means adjusted gross revenue or, at Station's option, adjusted gross revenue less the total of the following itemized deductions which exceeds 15% of adjusted gross revenue:

- (1) All compensation over and above the total annual amount indicated below, actually paid by the Station to personnel whose duties primarily are acting as (a) master of ceremonies or disc jockey on musical programs, or (b) vocalist or instrumentalist engaged for a specific program; or (c) featured newscaster and news commentator; or (d) featured sportscaster, or (e) master of ceremonies on an entertainment program, or (f) announcer:

Station's Annual "Adjusted Gross Revenue"	Total Annual Amount
Under — \$ 50,000	\$ 5,200
\$ 50,000 — \$ 149,999	\$15,600
\$150,000 — \$ 299,999	\$23,400
\$300,000 — \$ 499,999	\$35,100
\$500,000 — \$ 749,999	\$39,000
\$750,000 — \$ 999,999	\$45,000
\$1,000,000 and Over	\$52,000

License may not deduct any compensation paid to any person who has a stock or other ownership interest in Licensee or in the Station of 40% or more.

- (2) The actual payment by the Station to an independent supplier of news ticker or news audio service (i.e., AP or UPI or other similar agencies) for news ticker or news audio service.

- (3) The following actual costs incurred by the Station for a specific local commercial program: (a) payments to the telephone company or like transmission utility for remote pick-up necessary to broadcast such program from a point outside a studio of the Station; and (b) rights for broadcasting a sports or other special event.

- (4) The following actual payments made by the Station to a wholly independent network not licensed by Society for a specific local program: (a) If such network is owned and operated by a college or university, the actual payment made by the station to such college or university; (b) If such network is not owned and operated by a college or university, the actual payments made for talent and for broadcast rights (which may not exceed the amount actually paid to or for the original holder of the broadcast rights for the particular program), and the actual payments made to or for the telephone company or like transmission utility for interconnecting lines and remote lines necessary to broadcast the program from a point outside the studio of the station, which may not exceed the amount actually paid to or for the telephone company or like transmission utility.

- (5) The following actual costs incurred by a network not licensed by Society and under the same or substantially the same ownership, management or control as the Station for network programs: (a) the payments to its affiliated stations in connection with such programs; (b) the actual payments made for talent and broadcast rights (which may not exceed the amount actually paid to or for the original holder of such broadcast rights); and (c) the actual payments made to or for the telephone company or like transmission utility for interconnecting lines and remote lines necessary to broadcast that program from a point outside the studio of the Station, which may not exceed the amount actually paid to or for the telephone company or like transmission utility.

3. **Music Reports.** Licensee agrees to furnish to Society upon request a list of all musical compositions on Licensee's local radio programs, showing the title, composer and author of each composition. Licensee shall not be obligated to furnish such list for a period or periods which, in the aggregate, exceed one month of any one calendar year during the term of this agreement.

11. Notices. All agreement shall be duly addressed to the party

12. Successors parties and their respective obligations under the

13. Per Program being offered to acknowledges that Licensee has agreed in place of any month during the per program license term.

14. App Court for the amended Final construed in

IN WIT
MAY 1

11. **Notices.** All notices required or permitted to be given by either of the parties to the other under this agreement shall be duly and properly given if mailed to the other party by registered or certified United States mail addressed to the party at its main office.

12. **Successors and Assignees.** This agreement shall enure to the benefit of and shall be binding upon parties and their respective successors and assignees, but no assignment shall relieve the parties of their respective obligations under this agreement.

13. **Per Program License.** The "local station per program license" for the term ending December 31, 1990 is being offered to Licensee simultaneously with this agreement. In accepting this agreement, Licensee acknowledges that it has a choice of entering into either this agreement or the per program license with Society; that Licensee has the opportunity to negotiate for separate licenses with the individual members of Society; and that Licensee is voluntarily entering into this agreement with Society. Licensee may substitute the per program agreement in place of this agreement by giving Society written notice at least 60 days prior to the commencement of any month during the term of this agreement. In such event, effective with the commencement of that month, the per program agreement shall be in full force and effect between Licensee and Society for the balance of the license term.

14. **Applicable Law.** The fees set forth in this agreement have been approved by the United States District Court for the Southern District of New York as reasonable and non-discriminatory in accordance with the amended Final Judgment in *United States v. ASCAP*. The meaning of the provisions of this agreement shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this agreement has been duly executed by Society and Licensee this MAY 15 1990 day of

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By [Signature]

LICENSEE

Briarpatch Radio, Inc.
(Full corporate or other name of station owner)

By [Signature]

Co-Pres.

(Fill in capacity in which signed)

- (a) If corporation, state corporate office held;
- (b) If partnership, write word "partner" under signature of signing partner;
- (c) If individual owner, write "individual owner" under signature.

SESAC Schedule of Annual Performance License Fees For Commercial Radio Stations

11/20/03

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 Classification	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

2004 = \$85/mo.

High One Minute Spot Rate	Market Classification									
	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	\$3,024	\$3,288	\$3,552	\$3,816	\$4,344	\$4,872	\$5,728
\$125.00 - 149.99	\$2,880	\$3,000	\$3,180	\$3,444	\$3,708	\$3,972	\$4,236	\$4,764	\$5,292	\$6,148
\$150.00 - 174.99	\$3,300	\$3,420	\$3,600	\$3,864	\$4,128	\$4,392	\$4,656	\$5,184	\$5,712	\$6,568
\$175.00 - 199.99	\$3,720	\$3,840	\$4,020	\$4,284	\$4,548	\$4,812	\$5,076	\$5,604	\$6,132	\$6,988
\$200.00 - 224.99	\$4,320	\$4,440	\$4,620	\$4,884	\$5,148	\$5,412	\$5,676	\$6,204	\$6,732	\$7,588
\$225.00 - 249.99	\$4,920	\$5,040	\$5,220	\$5,484	\$5,748	\$6,012	\$6,276	\$6,804	\$7,332	\$8,188
\$250.00 - 274.99	\$5,520	\$5,640	\$5,820	\$6,084	\$6,348	\$6,612	\$6,876	\$7,404	\$7,932	\$8,788
\$275.00 - 299.99	\$6,120	\$6,240	\$6,420	\$6,684	\$6,948	\$7,212	\$7,476	\$7,992	\$8,520	\$9,376
\$300.00 & over	\$6,720	\$6,852	\$7,032	\$7,332	\$7,632	\$7,932	\$8,232	\$8,748	\$9,276	\$10,132

SAC, INC. BROADCASTING PERFORMANCE LICENSE ASSUMPTION AGREEMENT

New York, New York
April 23, 1990

AGREEMENT made in New York, New York on April 23, 1990, between SESAC, Inc. ("SESAC"), a New York corporation with offices at 156 West 56th Street, New York, New York 10019 and Briarpatch Radio, Inc. ("New Owner"),

CHECK PROPER BOX AND COMPLETE:

(X) a corporation duly organized and existing under the Laws of the State of Georgia,

() a partnership composed of _____,

() An individual residing at _____,

with principal offices at 255 South Millidge Ave,
City of Athens, State of GA, Zip Code 30605.

The Parties hereto mutually agree as follows:

WHEREAS, Andrew Boswell ("Old Owner") has assigned to New Owner and New Owner has assumed the FCC license for Station WGRG (FM), 409 East Broad Street, Greensboro, GA, and WDDK (FM) Q2

WHEREAS, Old Owner has also assigned and New Owner has also assumed the SESAC Broadcasting Performance License dated August 28, 1980 for said station effective as of April 1, 1990, and

WHEREAS, pursuant to said assignment and assumption New Owner shall be responsible for the payment of all license fees payable to SESAC from and after April 1, 1990; and

WHEREAS, New Owner also agrees that in the event that SESAC is determined by the taxing authority or courts of any state in which New Owner 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 New Owner, then New Owner shall reimburse SESAC, within thirty (30) days of demand therefor, for New Owner's pro rata share of any such tax derived from receipts received from New Owner.

NOW THEREFORE, SESAC hereby consents to the aforesaid assignment and assumption of its Broadcasting Performance License.

Briarpatch Radio, Inc. _____

New Owner (Corporate Name)

By: Hugh Christian

Title: Co-Pres

SESAC, Inc. _____

By: Richard A. Candel

Title: VICE-PRESIDENT, ASSISTANT TREASURER

HUGH CHRISTIAN CO-PRES

Printed Name and Title of
Person Signing Above

BLANKET LICENSE ANNUAL STATEMENT OF ACCOUNT

FORM R92 BAS

PART 1 ACCOUNT INFORMATION



BROADCAST MUSIC, INC.
Attn: Accounting Department
10 Music Square East
Nashville, TN 37203-4399

REPORTING PERIOD

FROM

01-01-2002

TO

12-31-2002

REPORT MUST BE ON CALENDAR YEAR BASIS

FOR RADIO STATION

TYPE OF STATION

AM ☐ FM ☒ AM/FM
SIMULCAST ☐

NETWORK AFFILIATION

ARE YOU A CBS NETWORK AFFILIATE?

YES ☐

NO ☒

ACCOUNTING METHOD

BILLING BASIS ☒ CASH BASIS ☐

REPORTING OPTION

SHORT METHOD ☒ LONG METHOD ☐

OTHER STATIONS COVERED BY REPORT

INTERIM RADIO STATION WEB SITE ACCOUNT (COMPLETE LICENSE FEE CALCULATION AT BOTTOM)

ACCOUNT NUMBER

CALL LETTERS

WDDK-FM

ACCOUNT NUMBER

5008557

WDDK-FM
1271-B East Broad Street
Greensboro, GA 30642

2002
BMI

PART 2 FEE COMPUTATION

1. Gross Revenue (excluding non-cash payments in goods and/or services (Lic. ¶ 2))	1	344,607.45
2. Bad Debts (Lic. ¶ 2)	2	984.99
3. Bad Debts Recovered (Lic. ¶ 2)	3	
4. Net Bad Debts (Subtract line 3 from line 2) (Lic. ¶ 2)	4	984.99
5. Rate Card Discounts (Lic. ¶ 2)	5	
6. Advertising Agency Commissions (Lic. ¶ 2)	6	790.46
7. Revenue from Networks Licensed by BMI (CBS Affiliates only)	7	
8. Total Adjustments to Gross Revenue (Add lines 4, 5, 6, and 7)	8	1775.45
9. Net Revenue (Subtract line 8 from line 1) (Lic. ¶ 2)	9	342,832.00
10. Revenue from Political Broadcasts (Lic. ¶ 2)	10	19,212.97
11. Less: Agency Commissions (included in line 10 above) (Lic. ¶ 2)	11	
12. Net Revenue from Political Broadcasts (Subtract line 11 from line 10)	12	19,212.97
13. Adjusted Net Revenue (Subtract line 12 from line 9) (Lic. ¶ 2)	13	323,619.03
14. Total Itemized Deductions (from line 25)	14	N/A
15. Enter 15% of Line 13 (Adjusted Net Revenue) (Lic. ¶ 2)	15	48,542.85
16. Net Itemized Deductions (Subtract line 15 from line 14) (Lic. ¶ 2)	16	
17. Amount Subject to BMI Fee (Subtract line 16 from line 13) (Lic. ¶ 2)	17	323,619.03
18. License Fee (line 17 X 1.605% (See Table 1), but not less than \$ 533.00) (See Table 1) (Lic. ¶ 4)	18	5,194.01

19. Schedule: Talent Fees (if additional space is needed, please attach a detailed list to this page)

Table 1: License Fee Rates/Minimum Fee
* Rates and fees are interim after 1996

Year	Net Revenue (Line 9)		Minimum Annual License Fee
	Less than \$150,000	\$150,000 or greater	
1999 *	1.445% *	1.605% *	\$492.00 *
2000 *	1.445% *	1.605% *	\$505.00 *
2001 *	1.445% *	1.605% *	\$522.00 *
2002 *	1.445% *	1.605% *	\$533.00 *

Table 2: Yearly Amounts Not Allowed

Adjusted Net Revenue (Line 13)	Yearly Amount Not Allowed (Line 20)
Under \$50,000	\$6,200
\$50,000 - \$149,999	\$18,600
\$150,000 - \$299,999	\$27,000
\$300,000 - \$499,999	\$41,000
\$500,000 - \$749,999	\$46,500
\$750,000 - \$999,999	\$53,700
\$1,000,000 and over	\$62,000

Names of Personnel	Job Title	Description of Job Duties	Annual Compensation
BMT			
2002			
MAILED 3/31/03			

Total.....

19

20

20. Yearly Amount Not Allowed (See Table 2 at right) (Lic. ¶ 2)	21	
21. Net Talent fees Allowed (Subtract line 20 from line 19) (Lic. ¶ 2)	22	
22. News Service and Audio News Service (Lic. ¶ 2)	23	
23. Remote Pickups (Lic. ¶ 2)	24	
24. Broadcast Rights (Lic. ¶ 2)	25	
25. Total Itemized Deductions (add lines 21, 22, 23, and 24)		

INTERIM RADIO STATION WEB SITE LICENSE FEE CALCULATION

Gross Revenue (Lic. ¶ 1)	1	
Advertising Agency Commissions (Lic. ¶ 1)	2	
Adjusted Gross Revenue (Subtract line 2 from line 1) (Lic. ¶ 1)	3	
License Fee (Line 3 X 1.605%, but not less than \$ 533.00)		

SUBMITTED BY:

Name

CHIP LYNES

Title

Gen Mgr

Chip Lynes

**RADIO-92 SINGLE STATION BLANKET LICENSE
ANNUAL STATEMENT OF ACCOUNT**

PART 1 - ACCOUNT INFORMATION

If station's call letters, account number, and billing address are printed according to the information presently on file. Please make any corrections before returning your report to All.

Reporting Period: The starting and ending dates of the period covered by the report.

Type of Station: Please check the box that applies to you: "AM", "FM", or "AM/FM Simulcast". Commonly-owned AM and FM stations located in the same market should report as they did for 1992.

Network Affiliation: If you are a CBS Radio Network Affiliate, check the YES box. Otherwise check NO.

Accounting Method: You must use the same Reporting Basis every year. We have marked the Basis of Reporting you used last year. If neither Basis is marked, your choice is subject to the following conditions:

Cash Receipts Basis reporting is open to you only if:

- a) you reported on Cash Receipts Basis for 1991 through 1993; or,
- b) you are a new owner and both you and the previous Licensee maintain your books on a Cash Receipts Basis.

Otherwise, you should file your report using the Billing Basis.

Reporting Option: The Short Method Option fee is computed directly from Adjusted Net Revenue. The Long Method allows you to itemize deductions if their total exceeds fifteen percent of Adjusted Net Revenue. *This method is only available if your Annual Statement is submitted on or before June 1st.*

Other Stations: If you act as a Local Manager for another station's facilities, please write the call letters of the station or stations in the spaces provided here.

PART 2 - FEE COMPUTATION

1. **Gross Revenue (Billing Basis):** All billings charged to or on behalf of sponsors and donors for the use of the broadcasting facilities of the station, excluding non-cash billings for trade and/or barter transactions.
Gross Revenue (Cash Receipts Basis): All cash payments made by or on behalf of sponsors and donors for the use of the broadcasting facilities of the station. *If you report on the Cash Receipts Basis, Gross Revenue does not include uncollected billings (bad debts) and discounts granted. You should skip lines 2 through 5 of the report.*
2. **Bad Debts (Billing Basis):** Enter the total of all bad debts written off during the report period.
3. **Bad Debts Recovered (Billing Basis):** Enter the total of all bad debts recovered during the report period.
4. **Net Bad Debts (Billing Basis):** Subtract line 3 from line 2 and enter the difference here.
5. **Rate Card Discounts (Billing Basis):** Enter the total of rate card discounts allowed for cash, quantity and/or frequency during the report period. *No deduction is permitted if, on the Cash Receipts Basis, you report net receipts from agency sales as Gross Revenue.*
6. **Advertising Agency Commissions:** Enter the advertising agency commissions incurred (not in excess of 15% of commissionable sales) during the report period. *No deduction is permitted if, on the Cash Receipts Basis, you report net receipts from agency sales as Gross Revenue.*
7. **Revenue from Networks Licensed by BMI (CBS Affiliates Only):** This deduction is allowed for CBS Radio Network revenue through June 30, 2000 only. Enter the revenue received from the CBS Radio Network here (it must be included in line 1 as well). *If the Network Affiliation section in PART 1 is blank or marked NO, no deduction will be permitted.*
8. **Total Adjustments to Gross Revenue:** Add lines 4 through 7 and enter the sum here.
9. **Net Revenue:** Subtract line 8 from line 1 and enter the difference here.
10. **Revenue from Political Broadcasts:** Enter the amount of revenue for the broadcasting of local political programs.
11. **Less: Agency Commissions included in line 10:** Enter the advertising agency commissions (not in excess of 15%) incurred on the commissionable portion of the line 10 amount.
12. **Net Revenue from Political Broadcasts:** Subtract line 11 from line 10 and enter the difference here.
13. **Adjusted Net Revenue:** Subtract line 12 from line 9 and enter the difference here.
14. **Total Itemized Deductions:** IF YOU DO NOT ITEMIZE DEDUCTIONS, SKIP LINES 14 THROUGH 16 AND PROCEED TO LINE 17. IF YOU CHOOSE TO ITEMIZE DEDUCTIONS, COMPLETE LINES 19 THROUGH 25 BELOW FIRST, AND ENTER THE AMOUNT FROM LINE 25 HERE.
15. **15% of Adjusted Net Revenue:** Multiply the amount on line 13 by 15% (0.15) and enter the result here.
16. **Net Itemized Deductions:** Subtract line 15 from line 14 and enter the difference here. *If line 15 is greater than line 14, or you entered zero on line 14, then enter zero here.*
17. **Amount Subject to BMI Fee:** Subtract line 16 from line 13 and enter the difference here.
18. **License Fee:** Multiply the amount on line 17 by the appropriate rate for the report period from Table 1.

PART 3 - ITEMIZED DEDUCTIONS

19. **Total Talent Fees:** List the names, titles, and compensation paid to everyone performing any of the following duties: master of ceremonies; disk jockey; vocalist or instrumentalist; newscaster or news commentator; sportscaster; or announcer. *If someone holds a managerial position and spends less than 100% of their time performing the duties listed above, their compensation must be reduced in proportion to the amount of time spent on managerial duties.*
20. **Yearly Amount Not Allowed:** Determine which range in Table 2 matches your Adjusted Net Revenue (line 13) and enter the corresponding Yearly Amount Not Allowed here.
If your report covers less than 12 months, annualize your Adjusted Net Revenue to determine the correct Adjusted Net Revenue range and Yearly Amount Not Allowed from Table 2. (e. g., Divide Adjusted Net Revenue by the number of months reported and then multiply the result by 12). Then prorate the resulting Yearly Amount Not Allowed for the number of months reported (e. g., Divide the Yearly Amount Not Allowed by 12 and multiply the result by the number of months reported).
21. **Net Talent Fees Allowed:** Subtract line 20 from line 19 and enter the difference here. *If line 20 is greater than line 19, enter zero here.*
22. **News Service and Audio News Service:** The actual payments made by the station to an independent supplier of news services or audio news services.
23. **Remote Pickups:** The payments made to the telephone company or similar transmission utility for the remote pick up necessary to broadcast a local commercial program from outside the station's studios.
24. **Broadcast Rights:** The payments made for the right to broadcast a sports or other event, not to exceed the amount actually paid to or for the original holder of the broadcast rights for the program.
25. **Total Itemized Deductions:** Add lines 21 through 24 and enter the sum here and on line 14 (Part 2).

INTERIM RADIO STATION WEB SITE ANNUAL FINANCIAL REPORT

Complete this section only if you have signed the BMI INTERIM RADIO STATION WEB SITE MUSIC PERFORMANCE AGREEMENT.

89. **Gross Revenue (Billing Basis only):** All revenues, including all billings on behalf of, and all payments made to Licensee for advertising (including incremental increases in Radio Station revenue attributable to Radio Station Web Site), access/use of Radio Station Web Site, donations, fair market value of non-cash transactions (trade and barter), and Licensee's proprietary software use to access Radio Station Web Site.
90. **Advertising Agency Commissions:** Enter the advertising agency commissions incurred (not in excess of 15% of commissionable sales) during the report period.
91. **Adjusted Gross Revenue:** Subtract line 2 from line 1 and enter the difference here.
92. **License Fee:** Multiply the amount on line 3 by 1.605%. *License fee cannot be less than \$264.00 for a full-year report.*



January 13, 2003

WDDK-FM
1271B E Broad St
Greensboro, GA 30642

Account Number: 5008557

Dear Broadcaster:

Enclosed you will find your station's 2002 Interim Blanket Annual Statement. BMI and the Radio Music License Committee (RMLC) are currently in negotiations to determine final license fees and therefore, BMI will not process your 2002 reports while negotiations are in progress. If negotiations are not concluded by May 1, 2003, BMI will process your report under the interim rates and terms currently in effect. Blanket license fees for the period commencing January 1, 2003 remain interim and may be adjusted once a negotiated agreement is reached. **Please complete the report, sign and return it in the business reply envelope by April 1, 2003.**

Interim fee rates remain unchanged: 1.605% for stations reporting Net Revenue of \$150,000 or more, and 1.445% for stations reporting Net Revenue less than \$150,000.00. The minimum annual fee for 2002 is \$533.00. Your station's 2003 estimated interim fee will be your 2002 Annual Fee multiplied by 1.02, or a minimum annual fee of \$544.00. This increase is based on the percentage change in the Consumer Price Index (CPI) from October 2001 through October 2002, per the terms of the license. Your 2003 estimated interim fees will be adjusted retroactive to January 1st of 2003 when your 2002 Interim Blanket Annual Statement is processed.

The 2002 interim Internet fee rates are: 1.605% of the Adjusted Gross Revenue, not to be less than \$264.00 per year. This section should only be completed if you have a fully executed BMI Interim Radio Station Web Site Music Performance Agreement. The 2003 interim Internet minimum fee is \$269.00 per year.

Also, you can now file your report online. File your Annual Blanket Statement and receive e-mail confirmation of adjustments to your BMI account via the Internet on BMI eNet. If you would like to take advantage of this opportunity, please send an e-mail to MLAccountingOnline@bmi.com with the name of an authorized user, their e-mail address, phone number and the station (or stations) for which the user will be submitting annual financial reports. We will reply with instructions for activating your user account and filing your reports.

If you have any questions, please call us at 615-401-2950 or e-mail to MLAccountingOnline@bmi.com. One of BMI's representatives will be happy to help you.

We thank you on behalf of our more than 300,000 songwriters, composers, and music publishers for playing their music.

Sincerely,

Amy B. Calvert
Manager, Media Licensing Accounting



Annual Report Computation
Account No. 5008557
Radio 92 Blanket FM
For Period 01/01/2002 To 12/31/2002

5(24)03

ATTN : General Manager
WDDK-FM
1271B E Broad St
Greensboro, GA 30642

Page 1 of 2
Printed : May 14, 2003
Status : Processed

Report Adjustment for 2002

Reported Blanket License Fee for 2002	5,194.09
Less : Amount Previously Billed for 2002	<u>4,994.36</u>
Amount Underbilled	<u><u>\$199.73</u></u>

Computation & Adjustment of Estimated Fee for 2003

New Estimated Annual Fee For 2003	5,297.97
New Estimated Monthly Fee For 2003	441.50
New Estimated Billing for 01/03 To 05/03	2,207.47
Less Amount Previously Billed for 01/03 To 05/03	<u>2,080.96</u>
Amount Underbilled	<u><u>126.51</u></u>

Thank you for submitting your station's annual report. The transactions listed below have been posted to the station's account, and will appear on the consolidated billing invoice dated 06/01/2003. If you have questions about the adjustments shown here or the fee computation on the following page, please call or fax us at the numbers printed below.

Thank You for playing **BMI** music!

Transaction Summary

Report Period	Transaction Date	Transaction No.	Transaction Amount
01/01/2002 - 12/31/2002	05/14/2003	4312664	199.73
01/01/2003 - 12/31/2003	05/14/2003	4313163	126.51

ORIGINAL
IN CORPORATE FILES

1/30/02

Renewed Lease Contract

Effective March 1, 2002, the lease contract between Mount Calvary Church and Briarpatch Radio, Inc., dated August 01, 1996, and presently binding the parties to the lease of Mount Calvary property until August 01, 2004, is hereby modified, renewed and extended under the following terms and conditions:

The Parties:

Lessee: Briarpatch Radio, Inc., d.b.a. WDDK ("Briarpatch")
1271-B East Broad Street
Greensboro, Georgia 30642 (706) 453-4140

Lessor: Mount Calvary Church ("Mount Calvary")
Highway 44
Greensboro, Georgia 30642

Space Leased: Sufficient space on the southeast corner of the Mount Calvary property to hold an FM radio tower of no more than 330 feet in height. Also, sufficient space at the base of the tower for a building no larger than 10 by 20 feet, to house the tower transmitter and other equipment necessary for operation of antennae on the tower.

Price: Beginning March 1, 2002, Briarpatch shall increase its monthly lease payments to the amount of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00), payable on the first business day of each month by check to Mount Calvary and mailed in care of Frank Benson, 1651 Penfield Road, Greensboro, GA 30642 [(706) 453-7270].

Future Price Adjustments: Beginning March 1, 2005, and each year thereafter, the monthly lease payment will be adjusted to reflect inflation during the previous calendar year. The adjustment will be the same percent as the Consumer Price Index (as published by the U.S. Government) changed during that period. This annual adjustment will be made only for increases, not for decreases.

Duration: This Renewed Lease Contract shall run for a term of six (6) years and will automatically renew on March 1, 2003, and each year thereafter, so that there are never less than five (5) years remaining on this lease. The automatic renewal may be stopped by either party informing the other party by certified first-class mail to the above address that such renewal is no longer wanted.

Easements: Mount Calvary hereby provides easements to allow electrical power and telephone service to the building housing the transmitter and other equipment necessary for operation of antennae on the tower. It is understood that these easements will not be used in a nature that interferes with Mount Calvary's use of their property. Mount Calvary also provides permission for Briarpatch employees and tower space sub-lessees to enter onto Mount Calvary property expressly for the purpose of installing, operating, maintaining and repairing the tower, antennae, building, transmitter, and other necessary equipment.

Other Terms:

This Renewed Lease Contract can be assigned.

It is understood that Mount Calvary is not assigning any other ownership interest in the property being leased and that they may enjoy the use of the leased property in any manner that does not interfere with tower facility operations and transmissions from the tower.

It is understood that Briarpatch and tower space sub-lessees will insure that operations on the leased property do not interfere with Mount Calvary's use of their other property nor disrupt their services.

It is understood that Briarpatch will maintain grass in the leased area surrounding the tower.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Renewed Lease Contract on the date(s) shown below, effective as of March 1, 2002.

For the Lessor:

By:

Eugene Hall Jr.

Shirley Greene

Robert Benson

Jean Heath

Ollie Stenbridge

Date:

1-30-02 / 30/02

per Ms. Benson

For the Lessee:

By:

Chip Lyness

Chip Lyness

President, Briarpatch Radio, Inc.

Date:

JAN 19, 2002

August 10, 2004

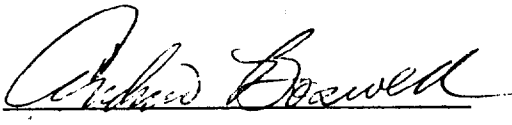
Studio rent for WDDK-FM at 1271-B East Broad Street, Greensboro, Georgia.

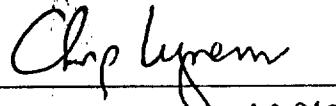
This is to acknowledge that I, Andrew Boswell, own the building and land located at 1271 East Broad Street, Greensboro, Georgia.

The Radio Station will be permitted to continue to operate and broadcast from the bottom floor of the building using the same space the station has been renting for many years, as well as use the land on which the tower sits behind the building.

The monthly rent will remain at the rate of \$400.00 (four hundred dollars) per month. This agreement will remain in effect through December of 2006, and may be extended by agreement and consent of Andrew Boswell and station ownership provided:

- (1) The total power bill for the entire building, the total natural gas bill, and the total sewer and water bills will continue to be paid by the Radio Station. These bills to be paid directly to Georgia Power Co. and the City of Greensboro, same as has been done for many years.
- (2) Radio Station will continue maintenance of lawn area, same as has been done for many years.
- (3) Chip Lyness will remain my direct contact for Radio Station and station ownership.
- (4) Additional space may become available for use by the Radio Station (upstairs currently occupied by H & R Block) at a rate and terms agreed on by station ownership and Andrew Boswell.


OWNER


WDDK