

Schedule 1.1.1
Commission Authorizations

FM Broadcast Station License BLH-20010413ABD, granted 07/13/2001, expires April 1, 2004



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

DALE BROADCASTING, INC.
P.O. BOX 909
ALEXANDER CITY AL 35051

Brian J. Butler
Supervisory Engineer
Audio Division
Media Bureau

Grant Date: July 13, 2001

Facility Id: 15283

Call Sign: WZLM

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

License File Number: BLH-20010413ABD

This License Covers Permit No.: BPH-19971219IG
As Last Modified by Permit No.: BMPH-19990125IC

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

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

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

Callsign: WZLM

License No.: BLH-20010413ABD

Name of Licensee: DALE BROADCASTING, INC.

Station Location: AL-DADEVILLE

Frequency (MHz): 97.3

Channel: 247

Class: A

Hours of Operation: Unlimited

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

Transmitter output power: 3.6 kW

Antenna type: Non-Directional

Description: ERI FML-2E

Antenna Coordinates: North Latitude: 32 deg 52 min 58 sec

West Longitude: 85 deg 49 min 16 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	2.75	2.75
Height of radiation center above ground (Meters):	122	122
Height of radiation center above mean sea level (Meters):	329	329
Height of radiation center above average terrain (Meters):	147	147

Antenna structure registration number: 1037710

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

Schedule 1.1.2
Real Property

NONE

Schedule 1.1.3
Description of Tangible Personal Property

10750 Dale Broadcasting, Inc.

FYE: 12/31/2002

63-0872531

Tax Asset Detail 10/1/02-12/31/02

Asset Group	Property Description	Date In Service	Cost	SEC 179 Exp Current %	Tax Sec 169(k) Amt	Prior Depreciation	Current Depreciation	End Depreciation	Net Book Value	Method	Period
Computers	301 Gateway Computer	5/1/86	\$ 2,007.00	\$ 2,007.00	\$ -	\$ 2,007.00	\$ -	\$ 2,007.00	\$ -	200DB	5.0
	304 Pentium 233 Computer	7/31/86	\$ 1,797.00	\$ 1,797.00	\$ -	\$ 1,797.00	\$ -	\$ 1,797.00	\$ -	200DB	5.0
	305 Okidata Microline Printer	7/31/86	\$ 416.00	\$ 416.00	\$ -	\$ 416.00	\$ -	\$ 416.00	\$ -	200DB	5.0
	909 computer Monitor	5/1/86	\$ 368.00	\$ 368.00	\$ -	\$ 368.00	\$ -	\$ 368.00	\$ -	200DB	5.0
	816 Epson Printer	8/1/86	\$ 100.01	\$ 100.01	\$ -	\$ 100.01	\$ -	\$ 100.01	\$ -	200DB	5.0
	917 Gazelle Computer & Monitor	8/1/86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	200DB	5.0
	918 Hewlett Packard Printer	8/1/86	\$ 433.99	\$ 433.99	\$ -	\$ 433.99	\$ -	\$ 433.99	\$ -	200DB	5.0
			\$ 5,123.00	\$ 5,123.00	\$ -	\$ 5,123.00	\$ -	\$ 5,123.00	\$ -		

Group: Furniture and Equipment

	29 Shure Microphone	4/24/89	\$ 180.00	\$ -	\$ -	\$ 180.00	\$ -	\$ 180.00	\$ -	SL	10.0
	201 50-155 AC Base Antenna	5/10/89	\$ 206.00	\$ -	\$ -	\$ 206.00	\$ -	\$ 206.00	\$ -	SL	10.0
	202 HT 5PM 6KW Transmitter	5/25/89	\$ 28,828.00	\$ -	\$ -	\$ 28,828.00	\$ -	\$ 28,828.00	\$ -	SL	10.0
	203 Orban Optimid	5/5/89	\$ 4,528.00	\$ -	\$ -	\$ 4,528.00	\$ -	\$ 4,528.00	\$ -	SL	10.0
	206 EPI Surge Protector	06/89	\$ 607.00	\$ -	\$ -	\$ 607.00	\$ -	\$ 607.00	\$ -	SL	10.0
	206 Semi-Conductor & Fuse	6/6/89	\$ 453.00	\$ -	\$ -	\$ 453.00	\$ -	\$ 453.00	\$ -	SL	10.0
	207 Semi-Conductor & Fuse	6/8/89	\$ 236.00	\$ -	\$ -	\$ 236.00	\$ -	\$ 236.00	\$ -	SL	10.0
	208 Antenna Transmission Line	8/14/89	\$ 10,744.00	\$ -	\$ -	\$ 10,744.00	\$ -	\$ 10,744.00	\$ -	SL	10.0
	208 Bejar Modulation Monitor	5/20/89	\$ 1,254.00	\$ -	\$ -	\$ 1,254.00	\$ -	\$ 1,254.00	\$ -	SL	10.0
	210 Bejar Stereo Mod. Monitor	8/29/89	\$ 1,427.00	\$ -	\$ -	\$ 1,427.00	\$ -	\$ 1,427.00	\$ -	SL	10.0
	211 Bejar AM RF Amplifier	8/29/89	\$ 514.00	\$ -	\$ -	\$ 514.00	\$ -	\$ 514.00	\$ -	SL	10.0
	212 Avlenna Transmission Line	5/5/86	\$ 2,898.00	\$ -	\$ -	\$ 2,898.00	\$ -	\$ 2,898.00	\$ -	SL	10.0
	213 Production Studio	5/25/89	\$ 5,174.00	\$ -	\$ -	\$ 5,174.00	\$ -	\$ 5,174.00	\$ -	SL	10.0
	214 Mash Studio	4/24/89	\$ 6,099.00	\$ -	\$ -	\$ 6,099.00	\$ -	\$ 6,099.00	\$ -	SL	10.0
	215 Deacon CD Cart Player	4/24/89	\$ 5,026.00	\$ -	\$ -	\$ 5,026.00	\$ -	\$ 5,026.00	\$ -	SL	10.0
	216 2 Technics Turntables	4/24/89	\$ 744.00	\$ -	\$ -	\$ 744.00	\$ -	\$ 744.00	\$ -	SL	10.0
	217 3 Microtrak Phono Preamp	4/24/89	\$ 378.00	\$ -	\$ -	\$ 378.00	\$ -	\$ 378.00	\$ -	SL	10.0
	218 4 Fidelipac Cart Playback	4/24/89	\$ 5,620.00	\$ -	\$ -	\$ 5,620.00	\$ -	\$ 5,620.00	\$ -	SL	10.0
	219 1 Fidelipac Cart Rec/Pla	4/24/89	\$ 2,229.00	\$ -	\$ -	\$ 2,229.00	\$ -	\$ 2,229.00	\$ -	SL	10.0
	220 AudioLab Eraser	4/24/89	\$ 115.00	\$ -	\$ -	\$ 115.00	\$ -	\$ 115.00	\$ -	SL	10.0
	221 Tascam 32 Reorder	4/24/89	\$ 1,275.00	\$ -	\$ -	\$ 1,275.00	\$ -	\$ 1,275.00	\$ -	SL	10.0
	222 Otari Recorder	4/24/89	\$ 2,550.00	\$ -	\$ -	\$ 2,550.00	\$ -	\$ 2,550.00	\$ -	SL	10.0
	223 Audiometrics Mill Arm	4/24/89	\$ 222.00	\$ -	\$ -	\$ 222.00	\$ -	\$ 222.00	\$ -	SL	10.0
	224 Fidelipac On Air Light	4/24/89	\$ 220.00	\$ -	\$ -	\$ 220.00	\$ -	\$ 220.00	\$ -	SL	10.0
	225 2 Studio Clocks	4/24/89	\$ 70.00	\$ -	\$ -	\$ 70.00	\$ -	\$ 70.00	\$ -	SL	10.0
	226 4 JBL Speakers	4/24/89	\$ 686.00	\$ -	\$ -	\$ 686.00	\$ -	\$ 686.00	\$ -	SL	10.0
	227 2 Sennheiser Microphone	4/24/89	\$ 570.00	\$ -	\$ -	\$ 570.00	\$ -	\$ 570.00	\$ -	SL	10.0
	228 2 Fidelipac Cart Racks	4/24/89	\$ 314.00	\$ -	\$ -	\$ 314.00	\$ -	\$ 314.00	\$ -	SL	10.0
	230 Genner 46	4/24/89	\$ 588.00	\$ -	\$ -	\$ 588.00	\$ -	\$ 588.00	\$ -	SL	10.0
	231 ADC P-J-82 Patch Cord	4/24/89	\$ 120.00	\$ -	\$ -	\$ 120.00	\$ -	\$ 120.00	\$ -	SL	10.0
	232 2 A/T Distribution Amps	4/24/89	\$ 628.00	\$ -	\$ -	\$ 628.00	\$ -	\$ 628.00	\$ -	SL	10.0
	233 Soundollar Rack	4/24/89	\$ 286.00	\$ -	\$ -	\$ 286.00	\$ -	\$ 286.00	\$ -	SL	10.0
	234 Ernie/W/Phone Monitor	4/24/89	\$ 332.00	\$ -	\$ -	\$ 332.00	\$ -	\$ 332.00	\$ -	SL	10.0
	237 Merit 161.73	4/24/89	\$ 960.00	\$ -	\$ -	\$ 960.00	\$ -	\$ 960.00	\$ -	SL	10.0
	238 Merit 161.73	4/24/89	\$ 1,543.00	\$ -	\$ -	\$ 1,543.00	\$ -	\$ 1,543.00	\$ -	SL	10.0
	239 510 Wire	4/24/89	\$ 135.00	\$ -	\$ -	\$ 135.00	\$ -	\$ 135.00	\$ -	SL	10.0

240	452	Wire	4/24/89	\$ 74.00	\$ -	\$ -	\$ -	\$ -	\$ 74.00	\$ -	\$ -	S/L	10.0
241		Microdynamics Aux Panel	4/24/89	\$ 2,667.00	\$ -	\$ -	\$ -	\$ -	\$ 2,667.00	\$ -	\$ -	S/L	10.0
212		Installation	7/15/89	\$ 6,498.00	\$ -	\$ -	\$ -	\$ -	\$ 6,498.00	\$ -	\$ -	S/L	10.0
243		Cabinets	7/15/89	\$ 1,700.00	\$ -	\$ -	\$ -	\$ -	\$ 1,700.00	\$ -	\$ -	S/L	10.0
244		Cabinets	10/13/89	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ -	S/L	10.0
245		Crouse Kinsey	9/8/89	\$ 308.00	\$ -	\$ -	\$ -	\$ -	\$ 308.00	\$ -	\$ -	S/L	10.0
246		Crouse Kinsey	9/8/89	\$ 525.00	\$ -	\$ -	\$ -	\$ -	\$ 525.00	\$ -	\$ -	S/L	10.0
247		Crouse Kinsey	9/8/89	\$ 190.00	\$ -	\$ -	\$ -	\$ -	\$ 190.00	\$ -	\$ -	S/L	10.0
248		Crouse Kinsey	11/8/89	\$ 311.00	\$ -	\$ -	\$ -	\$ -	\$ 311.00	\$ -	\$ -	S/L	10.0
249		Crouse Kinsey	11/9/89	\$ 1,153.00	\$ -	\$ -	\$ -	\$ -	\$ 1,153.00	\$ -	\$ -	S/L	10.0
251		4 Arm Chairs	10/13/89	\$ 281.00	\$ -	\$ -	\$ -	\$ -	\$ 281.00	\$ -	\$ -	S/L	10.0
252		Survival Armless Chairs	10/13/89	\$ 206.00	\$ -	\$ -	\$ -	\$ -	\$ 206.00	\$ -	\$ -	S/L	10.0
253		6 Flex Blinds	10/13/89	\$ 517.00	\$ -	\$ -	\$ -	\$ -	\$ 517.00	\$ -	\$ -	S/L	10.0
256		Phone Equipment	10/16/89	\$ 1,024.00	\$ -	\$ -	\$ -	\$ -	\$ 1,024.00	\$ -	\$ -	S/L	10.0
257		Computer Hardware	8/15/89	\$ 2,002.00	\$ -	\$ -	\$ -	\$ -	\$ 2,002.00	\$ -	\$ -	S/L	10.0
258		Computer Software	8/8/89	\$ 5,180.00	\$ -	\$ -	\$ -	\$ -	\$ 5,180.00	\$ -	\$ -	S/L	10.0
262		Rebuild Transmitter Tube	8/1/92	\$ 782.00	\$ -	\$ -	\$ -	\$ 34.40	\$ 782.00	\$ -	\$ -	S/L	10.0
263		Transmitter Tube	8/28/91	\$ 749.00	\$ -	\$ -	\$ -	\$ -	\$ 749.00	\$ -	\$ -	S/L	10.0
264		Xmiller OSC Board	2/25/91	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ 408.00	\$ -	\$ -	S/L	10.0
265		2-Tape Recorder/Mic	8/13/81	\$ 584.00	\$ -	\$ -	\$ -	\$ -	\$ 584.00	\$ -	\$ -	S/L	10.0
266		Cart Eraser/Splices Finder	11/8/94	\$ 550.00	\$ -	\$ -	\$ -	\$ -	\$ 550.00	\$ -	\$ -	200DB	7.0
268		Araklis 10 hr. diglink	5/1/96	\$ 7,149.00	\$ -	\$ -	\$ -	\$ -	\$ 7,149.00	\$ -	\$ -	200DB	7.0
269		Henry 3-Input audio	5/1/96	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ -	200DB	7.0
270		Sci Sepe Receiver	5/1/96	\$ 380.00	\$ -	\$ -	\$ -	\$ -	\$ 380.00	\$ -	\$ -	200DB	7.0
271		Satellite	5/1/96	\$ 1,895.00	\$ -	\$ -	\$ -	\$ -	\$ 1,895.00	\$ -	\$ -	200DB	7.0
272		Sci Adcom Demod	5/1/96	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -	200DB	7.0
273		Sci Cue Decoder	5/1/96	\$ 650.00	\$ -	\$ -	\$ -	\$ -	\$ 650.00	\$ -	\$ -	200DB	7.0
274		Call Amp P11	5/1/96	\$ 455.00	\$ -	\$ -	\$ -	\$ -	\$ 455.00	\$ -	\$ -	200DB	7.0
276		Best 660400 UPS	5/1/96	\$ 548.00	\$ -	\$ -	\$ -	\$ -	\$ 548.00	\$ -	\$ -	200DB	5.0
277		EAS Unit	7/1/96	\$ 1,946.00	\$ -	\$ -	\$ -	\$ -	\$ 1,946.00	\$ -	\$ -	200DB	7.0
278		Lightning Protection	11/1/96	\$ 431.00	\$ -	\$ -	\$ -	\$ -	\$ 431.00	\$ -	\$ -	200DB	7.0
282		Araklis 8 Track Edit	8/1/98	\$ 5,394.00	\$ -	\$ -	\$ -	\$ 481.36	\$ 4,912.64	\$ -	\$ -	200DB	7.0
283		Araklis diglink Network	7/1/98	\$ 460.00	\$ -	\$ -	\$ -	\$ -	\$ 460.00	\$ -	\$ -	200DB	7.0
284		Araklis diglink Network	7/1/98	\$ 460.00	\$ -	\$ -	\$ -	\$ -	\$ 460.00	\$ -	\$ -	200DB	7.0
285		Araklis diglink Network	7/1/98	\$ 460.00	\$ -	\$ -	\$ -	\$ -	\$ 460.00	\$ -	\$ -	200DB	7.0
286		1600 ft. Aircis Helix	7/1/98	\$ 2,080.00	\$ -	\$ -	\$ -	\$ -	\$ 2,080.00	\$ -	\$ -	200DB	10.0
287		Andrew 9	7/1/98	\$ 416.00	\$ -	\$ -	\$ -	\$ -	\$ 416.00	\$ -	\$ -	200DB	10.0
306		Tenax Cordless Microphone	12/22/97	\$ 628.00	\$ -	\$ -	\$ -	\$ 55.98	\$ 572.02	\$ -	\$ -	200DB	7.0
911		CD Player	11/10/00	\$ 467.72	\$ -	\$ -	\$ -	\$ -	\$ 467.72	\$ -	\$ -	200DB	5.0
923		Satellite Dish	8/25/01	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	200DB	5.0
924		Conex Cellular Infce Mis	11/16/01	\$ 324.05	\$ -	\$ -	\$ -	\$ -	\$ 324.05	\$ -	\$ -	200DB	5.0
925		Remote Phone	7/18/02	\$ 312.10	\$ -	\$ -	\$ -	\$ -	\$ 312.10	\$ -	\$ -	200DB	5.0
										\$ 143,343.87	\$ 23,034.87	\$ 170,343.87	\$ 1,287.36
										\$ 176,687.77	\$ 571.74	\$ 176,888.51	\$ 1,287.36
										\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
										\$ 10,875.00	\$ -	\$ 10,875.00	\$ -
										\$ 30,875.00	\$ -	\$ 30,875.00	\$ -

Group: Music Library	1/1/88	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	S/L	5.0
803 Fidelity Music Library	5/13/88	\$ 10,875.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,875.00	\$ -	\$ -	S/L	5.0
904 Century 21 Music Library		\$ 30,875.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,875.00	\$ -	\$ -		
										\$ 176,687.77	\$ 571.74	\$ 176,888.51	\$ 1,287.36
										\$ 143,343.87	\$ 23,034.87	\$ 170,343.87	\$ 1,287.36

Grand Total: \$ 176,687.77 \$ 571.74 \$ 176,888.51 \$ 1,287.36

Schedule 1.1.4
Contracts, Agreements and Leases

Exhibit B**BROADCAST LICENSE AGREEMENT**

THIS BROADCAST LICENSE AGREEMENT (hereinafter the "Agreement") is made and entered into as of _____, 2002, by and between CITADEL BROADCASTING COMPANY, a Nevada corporation (the "Licensor"), and Dale Broadcasting, Inc., a Alabama corporation (the "Licensee").

Background and Introduction

The Licensor is the licensee and operator of Radio Station WYSF-FM ("WYSF"), which broadcasts from facilities located in Birmingham, Alabama. WYSF produces and broadcasts the "Rick and Bubba" ShowSM on a mostly "live" basis from 6:00 a.m. to 10:00 a.m. (Central time) each Monday through Friday (the "Show"). The Show is currently hosted by Mr. Rick Burgess ("Rick") and Mr. Bill Bussey ("Bubba").

The Licensee is the licensee and operator of Radio Station WZLM (the "Station"), 97.3 MHz, licensed by the Federal Communications Commission (the "FCC") to Dadeville, and which serves the Alexander City market. The Licensee desires to be granted the right to broadcast the Show and to use related service marks and other properties, and Licensor is willing to grant such rights to the Licensee, on the terms and subject to the conditions set forth in this Agreement.

In consideration of the premises and the mutual covenants and agreements set forth below, Licensor and the Licensee therefore agree as follows:

1. **Limited License** Subject to the terms and conditions of this Agreement:

(a) Licensor hereby agrees to transmit the Show to Station, as and when the Show is broadcast by WYSF, on a "live" basis 6:00 a.m.-10:00 a.m. (Central time) on Monday - Friday, subject to the availability of Rick and Bubba and the other hosts of the Show (as described in Section 1(d) below).

(b) Licensor hereby grants a limited license to the Licensee as set forth in Section 9 hereof (the "Limited License") to permit Station to broadcast the Show as and when transmitted by Licensor (in accordance with the schedule described in Section 1(a) above).

(c) Licensee hereby agrees to broadcast the Show on the Station as and when transmitted to Station by Licensor (in accordance with the schedule described in Section 1(a) above), and to comply with all of the terms and conditions of this Agreement.

(d) The dates on which Rick and Bubba will not be available include, but are not limited to, all major holidays, not to exceed eight (8) per year; up to three (3) weeks of vacation each year, always including the week between Christmas & New Year's; sick days; and personal days (not to exceed ten (10) per year) granted at the option of WYSF. On those mornings when neither Rick nor Bubba is available to appear "live" on the air, Licensor may at its election broadcast with a substitute host or provide replays of prior shows (known as "Best of" material) for use by Station. If one (but not both) of Rick and Bubba is not available on any day for any reason, Licensor, at its option, may broadcast the Show live with the available host or a substitute host or may broadcast a "Best of" show, and make either such broadcast available to Station. The compensation required under Section 3 below shall not be reduced or adjusted if Rick or Bubba or both are unavailable or if "Best of" shows are made available, subject, in either event, to Licensee's termination rights under Section 5(a) below. Licensee acknowledges and agrees that no change in the personalities appearing on the Show (other than Rick and Bubba, as provided in Section 5(a)) shall permit Licensee to terminate this Agreement or give Licensee any other rights against Licensor.

(e) Licensee may at its election move the Show from the Station to any other FM station owned by Licensee that is licensed by the FCC to a location in the Exclusive Market (as defined in Section 7); provided, however, that as a condition to any such change in the station broadcasting the Show (i) Licensee shall first give thirty (30) days prior written notice to Licensor, describing the proposed change, and (ii) the operating format of the new station proposed for the broadcast of the Show shall be subject to Licensor's approval, which Licensor agrees that it will not unreasonably withhold. Following any such change in the station broadcasting the Show, the designated new station shall become the "Station" for purposes of this Agreement and Licensee shall remain fully responsible for all liabilities and obligations of Licensee under this Agreement, whether arising before or after any such change.

2. **Term of Agreement.** The term of the Limited License granted under this Agreement (the "Term") will begin on January 1, 2003 (the "Commencement Date") and end on December 31, 2003 (the "Expiration Date") or such earlier date on which this Agreement is terminated in accordance with Section 5 hereof (the "Termination Date").

3. **Compensation.**

(a) In consideration of this Agreement and the grant of the Limited License as provided herein, Licensee agrees to pay to Licensor compensation at the rate of Thirty-Six Hundred Dollars (\$3,600) per year. This amount will be paid in monthly installments in advance before the first day of each calendar month in equal installments of \$300 per month.

(b) The Licensee further agrees to pay to Licensor, concurrently with the execution of this Agreement, a deposit in the amount of Three Hundred Dollars (\$300), which amount shall be applied by Licensor against Licensee's final payment due under this Agreement or, in the event of a breach of this Agreement by Licensee, such deposit may be applied by Licensor against any unpaid obligations of Licensee arising under this Agreement.

(c) Licensee agrees to make compensation payments to Licensor as provided in this Agreement, regardless of the performance (ratings, financial or otherwise) of the Show in Licensee's market or elsewhere.

4. Costs and Expenses.

(a) The Show will be transmitted by Licensor to Station by satellite or by ISDN, as determined by Licensor. If the Show is transmitted by satellite, Licensor will be responsible for uplink and space segment transmission ("uplink") of the Show to and on the satellite. Licensee agrees to pay, as applicable, all costs of reception of the satellite signal by Station ("downlink"), all ISDN line charges and the costs of all receiving equipment necessary for reception of the Show. Licensee will also pay all costs of maintenance of the equipment to be installed at Station, together with the costs for all repairs, replacements, modifications and additional equipment or software that may be required to effect proper reception of the Show, as transmitted by Licensor.

(b) Licensee will be responsible for the costs and expenses of Station's reception and broadcast of the Show in the Station's local market and of its own news, weather, traffic and sports, marketing, sales, production, promotion and commercials. Licensor will make available music beds, clocks and archive material as it deems reasonably necessary to enable Licensee to market and air the Show on Station in its local market, with materials substantially identical to those used on WYSF. Licensee will also be responsible for the costs and expenses of productions and market appearances, if any, that are requested by Licensee or Station, including all payments that are required to be made to any of the Show's hosts for services and costs connected with such productions, all of which shall be agreed to in writing in advance by the parties hereto prior to the incurring of any such costs or expenses. Licensee will not be responsible for the costs and expenses of production of the Show at Licensor's broadcast facilities.

(c) Licensee represents and warrants that it is a party to the appropriate blanket licensing agreements with respect to Station, so that licensed copyrighted material may be broadcast over Station without infringing copyrights; that it is not in default of such agreements; and that it has not received any notice of default or termination from any copyright licensor. Licensee will maintain its good standing with all applicable copyright licensors and will make all payments to such licensors in respect of music, songs and other copyrighted material that is broadcast on Station as part of or in or during the Show, regardless whether such music, songs or copyrighted material are transmitted to Station as part of the Show or are initiated by Station. Licensor will hold Licensee harmless from all payments to ASCAP, SESAC and BMI, in respect of music, songs and other copyrighted material to the extent broadcast by WYSF from broadcast facilities as part of or in or during the Show. Licensor agrees to advise Licensee from time to time of all copyright, licensing or other fees or payments for copyrighted material that is contained in the Show but which is not licensed by ASCAP, SESAC or BMI, and Licensee agrees to pay all such fees or payments and to hold Licensor harmless therefrom, to the extent that the same are required in connection with Licensee's broadcast of the Show on Station.

5. Termination Rights.

(a) At any time after the date of this Agreement, Licensee may terminate its rights under the Limited License and its obligations to pay further compensation to Licensor under Section 3 of this Agreement upon ten (10) days written notice to Licensor (or immediately upon written notice to Licensor in the event of the death of Rick or Bubba) after the occurrence of any of the following events:

(i) Rick and Bubba do not broadcast the Show live (x) as a result of the death of either of them or the termination of the employment of either of them with Licensor, or (y) for more than 20 consecutive weekdays (i.e. Monday - Friday) or for more than 45 weekdays in any 120 day period as a result of the disability of either of them or for any other reason, or

(ii) if Licensor fails to transmit the Show or "Best of" shows to Station and such failure continues for more than ten (10) consecutive weekdays (provided, however, that if the direct or indirect cause thereof is a breach of this Agreement by Licensee, then Licensee shall have no right to terminate this Agreement), or

(iii) if the Show (as received by Station from Licensor) materially violates the Communications Act of 1934, as amended (or any successor legislation), or the rules, regulations or written policies of the FCC and Licensor has not ceased such violation within five (5) days after written notice from Licensee.

In no case, however, will the occurrence of (i), (ii) or (iii) above give rise to any right or claim to damages or costs from Licensor by Licensee or Station, regardless of whether Licensor or WYSF is the direct or indirect cause of such unavailability, failure or violation, it being expressly understood that Licensee's sole recourse in such event shall be to exercise its termination rights as provided in this Section 5(a) or to seek specific performance of this Agreement by Licensor if Licensor shall then be in breach of its obligations under Section 1(a) hereof. In the event of a termination of this Agreement by Licensee pursuant to this Section 5(a), Licensee shall remain obligated to pay all amounts due hereunder that are accrued but unpaid or that are payable pursuant to Section 3 with respect to completed periods as of the effective date of such termination.

(b) At any time after the date of this Agreement, Licensor will have the right to terminate the Limited License and/or refuse to supply further broadcasts of the Show to Station immediately upon written notice to Licensee (i) if Licensee fails to pay when due any payment owed to Licensor under Section 3 of this Agreement or any other provision hereof, or if Licensee shall breach or fail to comply with any other term or provision of this Agreement, unless such payment is made or such other breach or failure to comply is cured within ten (10) days after written notice to Licensee, or (ii) if Licensee or Station shall fail to pay when due any amount due Licensor, or any host of the Show pursuant to a separate written agreement signed by a duly authorized representative of the Licensee, unless such payment is made within ten (10)

days after written notice to Licensee. Licensor shall also have the right, on not less than ninety (90) days prior written notice to Licensee, to terminate this Agreement without liability or obligation if Licensor shall for any reason elect to discontinue licensing of the Show for broadcast by radio stations not owned by Licensor or its affiliates.

(c) In any event that would give a party a right to terminate the Limited License granted by this Agreement or that would give Licensor the right to refuse to supply further broadcasts of the Show to Station, such party shall also have the right, subject to the other terms and conditions of this Agreement, to seek enforcement of this Agreement or any term or provision of this Agreement by injunction or specific performance, or, if not prohibited by or inconsistent with the other provisions hereof, to seek damages or any other remedy that may be available with respect to such matter. Notwithstanding anything to the contrary in this Agreement, Licensor shall in no event have any monetary liability to Licensee and Station in excess of amounts previously paid by Licensee to Licensor hereunder. The respective rights and obligations of the parties under Sections 7, 9, 10 and 17 hereof shall survive any termination of this Agreement.

6. **Market Appearances** Licensor shall not be obligated to make Rick and Bubba available for market appearances. However, if Licensee requests an appearance by Rick or Bubba in Station's local market and if Licensor and Rick and/or Bubba (in their sole discretion) agree that one or more of them will make such market appearance, Licensee will pay for these appearances in advance at the rate agreed to in writing by the parties hereto prior to the scheduled market appearance. In addition, Licensee will pay or reimburse all out-of-pocket costs of Rick and Bubba which are directly associated with such appearances (including without limitation costs of travel) within ten (10) days of receiving an invoice.

7. **Non-Exclusive Rights.** This Agreement and the Limited License by Licensor to provide the Show to Station is non-exclusive, except as follows:

(a) Until the earlier of the Expiration Date or the Termination Date, Licensor will not provide the Show for broadcast by any radio station licensed by the FCC to any city or other location within Tallapoosa County.

(b) Except as prohibited by Section 7(a), Licensor retains the right to provide the Show at any time to any radio station in any market other than the Exclusive Market.

8. **Promotion and Marketing Rights.** Station shall have the right to market Rick and Bubba, and their likenesses, through advertising and promotion in the Tallapoosa County market, but only with the prior written approval of Licensor on a case by case basis. Licensor reserves the right to require that all approvals pursuant to this Section 8 be on a case-by-case basis, but Licensor will seek to issue approvals of advertising and promotional requests in a general manner that will avoid a continuing case-by-case approval process. The Station will also have the right to purchase Rick and Bubba merchandise, as available from time to time, from Licensor or other suppliers of such merchandise approved by Licensor, for the purpose of giveaway or resale in the Exclusive Market. Licensee agrees that, unless expressly approved in writing by Licensor, it will not purchase, use, sell or distribute any Rick and Bubba merchandise

that is not obtained by Licensee from Licensor or sources of supply of such merchandise approved by Licensor.

9. **Limited License; Reservation of Rights; Restrictions.** The following terms and conditions shall define the "Limited License" granted under this Agreement by Licensor to Licensee:

(a) This Agreement by Licensor to provide the Show to Station constitutes a limited license to Station only to rebroadcast the Show exactly as it is transmitted to Station, without any preemption, delay, editing or changes except as follows: (i) Station shall replace WYSF advertising with its own advertising as and when designated by Licensor (which, in the absence of any specific designation by Licensor, shall be deemed to be those times when WYSF is airing commercials) and Station shall be responsible for airing up to (but no more than) 16 units totaling 16 minutes during each hour of the Show, (ii) Station shall substitute its own news, weather and traffic reports for those provided in the Show, but only as and when designated by Licensor (which, in the absence of any specific designation by Licensor, shall be deemed to be those times when WYSF is broadcasting news, weather and traffic reports), (iii) Station may preempt the Show for emergency news broadcasts, (iv) Station may broadcast station identification announcements as required by the FCC, and (v) Station shall not be required to broadcast any material which violates any federal, state or local law or regulation; defames, slanders or libels any person or entity; violates any party's copyright, trademark, personal, privacy or contract rights; or wrongfully appropriates the name, likeness, voice or property of any person or entity. Notwithstanding the foregoing requirements of this Section 9(a), Licensor, at its election, may require that Licensee air within each hour of the Show, at no charge to Licensor, four (4) units of advertising that shall be furnished to Licensee by the Licensor as part of the Show (in which event the Licensee's obligation to air 16 units of advertising will be

derivative (all of the foregoing being collectively referred to as the "Licensor's Marks"). Licensee's permission to use the Licensor's Marks in connection with the Show, as granted herein, is merely a grant by Licensor of a non-exclusive limited license to use and display the Licensor's Marks solely in connection with such Show and the advertising and promotional activities relating thereto. Licensee and Station expressly acknowledge that this Agreement and the actions and transactions of the parties contemplated by this Agreement do not and shall not convey to Licensee, Station or any other person or entity any title to or ownership right or interest in any of the Licensor's Marks.

(d) Licensee and Station will not use any of the Licensor's Marks without Licensor's express prior written consent to such use (which Licensor may grant or withhold in its discretion) and all use of the Licensor's Marks pursuant to this Limited License shall be in accordance with such instructions as Licensor may from time to time provide to Licensee and Station. Copies of all advertising, promotional and other materials relating to the Show which bear any of the Licensor's Marks shall be submitted by Licensee and Station to Licensor for such approval prior to any release or use thereof and all such use shall be in accordance with such general instructions or blanket approvals as Licensor, in its sole discretion, may from time to time provide. If Licensor determines at any time, in its sole discretion, that any proposed or actual use or display of any of the Licensor's Marks is or may be detrimental to the interests of Licensor, WYSF, Rick and/or Bubba, or is inconsistent with this Agreement, Licensor may issue instructions to Licensee and Station concerning the manner, if any, in which Licensee and Station may continue to use the Licensor's Marks pursuant to this Agreement, and Licensee and Station will promptly comply with such instructions.

(e) The limited license granted above to Licensee for Station to use and display the Licensor's Marks shall immediately and automatically terminate upon the earlier of the Expiration Date or the Termination Date. Upon any such termination of this Limited License, except with respect to committed advertising or promotional materials that cannot reasonably be withdrawn, Licensee and Station shall immediately cease and desist from all further use and display of the Licensor's Marks (in connection with the Show or otherwise), shall remove, delete or obscure the Licensor's Marks from any and all announcements, signs, literature, promotional or advertising materials, press releases and the like which are in the possession or control of Licensee, and shall upon request by Licensor promptly certify to Licensor in writing that Licensee and Station have complied with Licensor's direction and the obligations of Licensee and Station under this Section 9(e).

(f) The following restrictions shall apply to Licensee's sale of advertising time during the Show: (i) Station's advertising shall be broadcast only at the times during the Show when WYSF's advertising would otherwise have been broadcast; (ii) Station's advertising shall not explicitly or by implication indicate any connection with the sponsorship or origination of the Show, provided, however, that subject to Licensor's prior approval, which will not unreasonably be withheld, advertisers may be identified as sponsoring a particular element of the Show, such as a news feature; (iii) no commercial or promotional material shall state or suggest that Licensor, WYSF, Rick or Bubba or any other person appearing on the Show, or any agent or employee of any of them, endorses any advertiser's products or services, unless such statement or

suggestion has been previously consented to in writing by Licensor, Rick, Bubba or any other such party, as applicable, and (iv) Station's advertising, in the reasonable determination of Licensor, shall not be inconsistent with the mass appeal, family orientation of the Show and, without limiting the generality of the foregoing, shall not include advertising for gentlemen's clubs, sex videos, pornography or other products, materials or services reasonably determined by Licensor to be patently offensive to the public generally.

(g) Licensee agrees that its "top of the hour" station identification announcements, as required by law, shall not interfere with or preempt any part of the broadcast of the Show, and shall not indicate or suggest any connection with the sponsorship or origination of the Show.

(h) Licensee and Station agree to forward to Licensor copies of all mail received by them with reference to the Show, Rick and/or Bubba or any of the other hosts.

(i) Licensee acknowledges that WYSF may make the following announcement (or a similar one) at the open and close of each broadcast of the Show:

"This copyrighted program is authorized under broadcasting rights granted by Citadel Broadcasting Company solely for the entertainment of our audience, and any publication, rebroadcast, or other use of this broadcast without the express written consent of Citadel Broadcasting Company is prohibited".

Licensee and Station agree to broadcast such announcement as received.

(j) Licensee and Station agree not to disclose, to any person or entity, any of the terms, details, conditions or other facts with respect to the status or the subject matter of this Agreement; provided, that such disclosure may be made (i) as may be required in any judicial or regulatory proceeding or upon the written opinion of outside counsel that such disclosure must be made so as not to commit a violation of law (but in either such case only upon reasonable advance written notice to Licensor to allow Licensor, if it shall so elect, to seek an appropriate protective order), and (ii) to such counsel, accountants and key employees of Licensee or Station who need such disclosure in order to perform or enforce this Agreement or in connection with their normal employment duties, and (iii) in connection with a bona fide proposed sale or transfer of control of Station. Licensee and Station shall give prior written notice to Licensor of each Station press or other public release or announcement or interview concerning or involving Rick or Bubba, or the Show, and Licensor shall have the right to approve or disapprove, as applicable, the timing, wording, content and context of any and all such releases, announcements or interviews.

(k) Upon request by Licensor from time to time, Licensee shall send to Licensor a tape of an entire Show as broadcast by Station during the prior week (with the Station elements referred to in this Section 9), to enable Licensor to review compliance with this Section 9.

10. Indemnification.

(a) Licensor hereby agrees to indemnify and hold harmless Licensee from and against any and all expenses, damages, claims, actions, suits and other liabilities, including, but not limited to, court costs and reasonable attorney's fees, resulting from, arising out of, based upon, or connected with a claim that the Show contained material which defamed, slandered or libeled any person or entity or which violated the copyright, trademark, personal, privacy or contract rights of any party, or which wrongfully appropriated the name, likeness, voice or property of any party; provided however that Licensor shall only be required to so indemnify Licensee if (i) Licensee gives written notice to Licensor of any such claim for indemnification within twenty (20) days after learning that a claim has been made or asserted against Licensee or Station, and (ii) Licensee allows Licensor the opportunity to defend such claim made against Licensee and reasonably cooperates with Licensor in such defense; provided, however, that no such claim shall be settled without the prior written consent of Licensee, which will not unreasonably be withheld, and (iii) the broadcast by Station of the Show which is the subject of the claim was broadcast by Station in compliance with and in the manner contemplated by this Agreement, and, provided further, that if any fines are imposed by the FCC in connection with the Show, Licensor's sole obligation shall be to defend such FCC proceeding and pay such fines, and Licensor shall have no further liability or obligation to Licensee in connection with such FCC proceedings.

(b) Licensee hereby agrees to indemnify and hold harmless Licensor from and against any and all expenses, damages, claims, actions, suits and other liabilities, including, but not limited to, court costs and reasonable attorneys' fees, resulting from, arising out of, based upon, or connected with a claim that any announcements, advertising, promotional material, merchandise sales, market appearances or television productions sponsored, disseminated or broadcast by Station in connection with the Show or the promotion of the Show by Licensee or Station, contained material which violated federal, state or local law (including FCC rules and regulations) or that defamed, slandered or libeled any person or entity or that violated the copyright, trademark, personal, privacy or contract rights of any party, or that wrongfully appropriated the name, likeness, voice or property of any party, or that breached Section 9 of this Agreement (excluding specifically the broadcast of the Show by Station and the use of promotional materials specifically approved by Licensor in compliance with and in the manner contemplated by this Agreement); provided, however, that Licensee shall only be required to so indemnify Licensor if (i) Licensor gives written notice to Licensee of any claim for indemnification within twenty (20) days after learning that a claim has been made or asserted against Licensor, and (ii) Licensor allows Licensee the opportunity to defend such claim made against Licensor and reasonably cooperates with Licensee in such defense; provided, however, that no such claim shall be settled without the prior written consent of Licensor, which will not unreasonably be withheld.

(c) The indemnification provisions of this Agreement shall survive termination or expiration of this Agreement for any reason, regardless of which party is the terminating party and the reason (or lack of reason) for termination.

(d) In the event of a breach of this Agreement by either party, the other party shall be entitled to recover from the party in breach, in addition to all other damages recoverable, such reasonable attorney's fees, court costs and other reasonable costs and expenses as the party not in breach shall incur in enforcing its rights and remedies hereunder.

11. **Assignment.** Neither this Agreement nor any of the rights or privileges granted hereunder may be assigned or transferred in any manner by Licensee without the prior written consent of Licensor. Without limitation of the foregoing, an assignment or transfer shall be deemed to have occurred under any circumstances which would require Licensee or Station to obtain the consent of the FCC to an assignment of license or a change in control of Licensee or Station. Notwithstanding the foregoing, however, and provided that Licensee is not in default under this Agreement, Licensor agrees that it will not withhold consent to any such assignment, transfer or change in control that requires FCC approval unless (a) the proposed assignee or transferee is engaged in competition with Licensor or any of its affiliated companies, as reasonably determined by Licensor, or (b) the proposed assignee or transferee does not meet such standards of credit worthiness as Licensor may reasonably establish. No consent by Licensor to an assignment by Licensee shall relieve Licensee of any of its liabilities and obligations hereunder, it being agreed that Licensee, after an approved assignment, will remain jointly liable for performance of this Agreement with any assignee or transferee of the Licensee's rights and interests hereunder. Licensor may assign or transfer any or all of its rights or privileges under this Agreement without the consent or approval of Licensee and this Agreement shall inure to the benefit of any such assignee or transferee, provided that the assignee or transferee agrees in writing to be bound by the obligations of Licensor hereunder.

12. **No Partnership.** For all purposes under this Agreement, Licensor, on the one hand, and Licensee and Station, on the other, shall be and act as independent contractors. Under no circumstances shall this Agreement be construed as one of partnership, agency, joint venture, or employment between Licensor, on the one hand, and Station or Licensee, on the other.

13. **Governing Law; Forum.** This Agreement shall be governed and construed in accordance with the laws of the State of Alabama, without regard to principles of conflicts of laws. Any suit or other proceeding arising out of or relating to this Agreement shall be instituted and maintained only in the state courts of Jefferson County, Alabama, or in the United States District Court for the Northern District of Alabama and, by execution and delivery of this Agreement, the parties hereby waive any objection to such jurisdiction and venue and irrevocably submit to the jurisdiction of the aforesaid courts in any such action or proceeding.

14. Severability and Construction.

(a) Each section, part, term and provision of this Agreement shall be deemed severable, and if, for any reason, any section, part, term or provision hereof is determined by a competent court of law to be unenforceable, invalid, or contrary to or in conflict with any existing or future law or regulation, such determination shall not impair the operation of or affect the remaining sections, parts, terms or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto, and the invalid paragraphs, parts, terms and provisions shall be deemed not part of this Agreement; provided, however, that if either party reasonably determines that said finding of unenforceability materially and adversely affects the fundamental purpose of this Agreement, such party may, at its option, terminate this Agreement by ten (10) days' written notice to the other.

(b) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or entity other than Licensor, Licensee and Station and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement, except the rights of Rick and Bubba under Sections 6, 8 and 9 above.

(c) References herein to station call letters or to broadcast frequencies shall be deemed to include any successor or replacement designations for the applicable station.

(d) All captions herein are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

(e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

15. Force Majeure. No party hereto shall be in breach or violation of this Agreement if broadcasting of the Show is prevented or delayed in whole or in part by causes beyond such party's reasonable control, including, but not limited to, acts of God, labor disputes, war, casualty, fires, problems with the network transmission or satellite feed not under the control of Licensor, and governmental regulations or orders. Upon occurrence of any cause or event described in this Section 15 (except for the unavailability of Rick and/or Bubba, which is governed by Section 5(a) above), either party shall have the right to suspend its performance under this Agreement during the continuance of such cause or event, for a period not to exceed ninety (90) days. If such cause or event shall continue to exist upon expiration of such ninety-day period, either party shall be entitled to terminate this Agreement by written notice to the other party.

16. Notices. Any notice or communication given pursuant to this Agreement by any party to any other party shall be in writing and shall be deemed to have been sufficiently given (a) on the date when personally delivered in hand (charges paid by or billed to sender), (b) three business days after deposit in the mails, postage prepaid, by registered or certified mail, return receipt requested, or (c) the next business day after deposit (for next business day delivery) with

a nationally recognized courier service such as Federal Express, UPS or Express Mail (charges billed to or prepaid by sender, and recipient signature not waived), in any of such cases if addressed for delivery to the parties as follows (or to such other address as either party may hereafter designate to the other by like notice):

If to Licensor, to:

Citadel Broadcasting Company
244 Goodwin Crest Drive
Suite 300
Birmingham, Alabama 35209
Fax: 205-917-1988
Att: General Manager

with a contemporaneous copy (which shall not constitute notice) to:

Citadel Broadcasting Company
7201 West Lake Mead Blvd.
Suite 400
Las Vegas, NV 89128
Fax: 702-804-5936
Attention: President

If to Licensee, to:

Dale Broadcasting, Inc.
Box 909
Alexander City, AL 35011
Fax: 256-825-4270
Attention: General Manager

The foregoing provisions shall not, however, prohibit the giving of actual written notice in any other manner, including telecopy or fax, telegram or telex, or regular mail (in each case, with all applicable charges paid by the party giving the notice), but in each such case the notice shall not be deemed to have been given unless and until actually received.

17. **Nonsolicitation.** During the Term and for a period of twelve (12) months after the earlier of the Termination Date or the Expiration Date, Licensee and Station shall not, directly or indirectly, through any person or entity, induce or solicit or attempt to induce or solicit any employee or independent contractor of Licensor or WYSF, including without limitation Rick and Bubba or any of the other hosts, to terminate his or her employment or arrangement with WYSF, or to accept employment or another business relationship with any other party.

18. **Right of First Offer.** If Licensor desires to continue to broadcast the Show in the Exclusive Market after the expiration of this Agreement (other than due to the termination of this Agreement pursuant to Section 5 or 15 hereof) on any station not owned or operated by Licensor or its affiliates, then Licensor shall, during the period beginning October 1, 2003 and ending October 31, 2003 (the "Exclusive Period"), negotiate in good faith with Licensee regarding a renewal of this Agreement upon such terms as may be agreed by Licensor and Licensee. In the event Licensor and Licensee do not enter into an agreement to renew this Agreement within the Exclusive Period, then (a) Licensor shall have the right to enter into another broadcast license agreement with any other party allowing such party to broadcast the Show in the Exclusive Market commencing after the expiration of this Agreement, and (b) Licensee may elect to cease broadcasting the Show during the period from December 1, 2003 through December 31, 2003 (the "Final Period"); provided that Licensee complies with all of the terms of this Agreement during the Final Period, including, but not limited to the payment of all compensation due Licensor pursuant to this Agreement and the provision to Licensor of commercial units in accordance with Section 9(a) hereof.

19. **Entire Agreement; Amendments.** This Agreement contains the entire understanding and agreement among the parties. There are no oral or written representations, warranties, understandings, arrangements or agreements ("understandings") among the parties that are not fully expressed herein, and all such understandings are merged herein. Neither this Agreement, nor any term or provision of this Agreement, can be waived, amended, changed or terminated orally or by pattern or course of conduct. This Agreement can only be waived, amended or changed in writing, signed by the party against whom such waiver, amendment or change is to be enforced. This Agreement can only be terminated prior to its scheduled termination date by written notice given in accordance with this Agreement and in the manner set forth above. No waiver or pattern of waivers of any term or provision of or any course of conduct under this Agreement on any occasion or occasions shall be deemed to be or to require a waiver of such term or provision on any future occasion, even if the circumstances are similar.

[Signatures appear on the following page]

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

LICENSOR:

LICENSEE:

CITADEL BROADCASTING COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Post Office Box 960
Auburn, AL 36831-0960
(334) 826-2929
(334) 826-9151 FAX
<http://www.aunetwork.com>

A Division of
Auburn Network, Inc.

RADIO BROADCAST AGREEMENT

This agreement made and entered into on this the 9th day of May, 2002, by and between Auburn Network, Inc., an Alabama corporation ("ANI") and WZLM-FM("Station") of Alexander City.

In consideration of the premises described, the mutual covenants contained in this Agreement, the parties agree as follows:

1. **GRANT OF LICENSE.** ANI hereby grants to Station and Station hereby accepts the non-exclusive rights, license and privilege to broadcast all of ANI's programming as outlined in Section I of this Agreement.
2. **TERM.** This Agreement shall be in effect for a period of One (1) broadcast season(s) beginning upon execution and ending at the conclusion of the 2002-2003 season of the sports programming described in Section I of this Agreement.
3. **RIGHTS FEES.** For the rights and privileges herein granted to Station by ANI, Station shall pay to ANI a guaranteed annual rights fee in accordance with the below noted schedule:
 - (a) \$331.50 on September 1;
 - (b) \$331.50 on October 1;
 - (c) \$331.50 on November 1;
 - (d) \$331.50 on December 1;
 - (e) \$331.50 on January 1;
 - (f) \$331.50 on February 1;
 - (g) \$331.50 on March 1.

TOTAL ANNUAL FEE: \$2,320.50

- (h) \$150.00 per game for any post-season football game which ANI broadcasts.
- (i) \$35.00 per game for any post-season basketball game which ANI broadcasts.

Station will be invoiced for rights fees according to the payment schedule outlined above and Station agrees to make payment within 30 days of the invoice date.

I. PROGRAMMING**1. FOOTBALL**

- a. Eleven (11) regular-season games including all pre and post game programming. Each broadcast will be approximately six hours in length.
- b. The broadcast of any pre-season or post-season game offered by ANI and associated programming.

2. BASKETBALL

- a. Twenty-eight (28) regular-season games including all pre and post game programming. Each broadcast will be approximately three hours in length.
- b. All games in which Auburn competes in the Southeastern Conference Tournament.
- c. Any other pre or post-season tournament games in which Auburn competes and is offered by ANI.

3. TIGER TALK

- a. Thirty (30) weekly call-in/talk shows. Each broadcast will be one hour in length and will air on Thursday evenings at 7 p.m. CT.
- b. The first Tiger Talk is scheduled for August 16, 2001.

4. BASEBALL

- a. ~~Twenty-four (24) regular-season Southeastern Conference games including all pre and post-game programming.~~
- b. ~~All games in which Auburn competes in the Southeastern Conference Tournament.~~
- c. ~~Any other pre or post-season tournament games in which Auburn competes and is offered by ANI.~~

II. COORDINATING INSTRUCTIONS

- a. Station agrees to air each broadcast in its entirety unless otherwise agreed in writing. In the event that the Station does not air agreed upon network commercial inventory for any reason, the Station agrees to air any such commercial segments ("make goods") within one week of the scheduled air date and during the hours of 6:00 a.m. and 7:00 p.m., Monday through Friday. Station must notify ANI in writing of any make goods within seven (7) days of airing such make goods with an explanation of the circumstances requiring the make goods.
- b. Station agrees to furnish ANI a complete and notarized affidavit of performance of all broadcasts and announcements aired. Such affidavits shall be postmarked no later than the 30th day of each month during the active broadcast month.
- c. ANI shall originate the broadcast of the games contracted for including providing for talent and satellite transmission or telephone feeds as determined solely by ANI. Appropriate transponder and coordinate information will be provided to Station as soon as available.
- d. ANI reserves the right to prescribe the order of commercial breaks consistent with a format that allows Station to utilize local commercial availabilities. Additional local availability may be provided in the event of overtimes or other extended broadcasts.
- e. Station shall use its best efforts to promote all broadcasts to increase audience. Station will use its best efforts to ensure that the broadcasts appear in the listings of Station's programs.
- f. If Station has it's own internet site, then said Station may NOT stream audio during an ANI broadcast. The audio during an ANI broadcast is the sole property of ANI and may not be reproduced or rebroadcast without express written consent.

III. ADVERTISING/SPONSOR RESTRICTIONS

Station shall adhere to all ANI, Auburn University, Southeastern Conference and National Collegiate Athletic Association radio policies which shall include, but are not limited to, the following provisions:

- a. Advertisements are not acceptable which contain reference to the games, personnel, broadcast, telecast or other activities of professional sports organizations. In addition, drugs and patent medicines are generally excluded, particularly tonics and laxatives; however, analgesics, cold remedies, antacids and athletic training aids which are in general use are acceptable. Institutional advertising by pharmaceutical firms is also acceptable.

b. No commercial may relate directly or indirectly to the institutions of the National Collegiate Athletic Association or the Southeastern Conference, the athletes involved, or the National Collegiate Athletic Association or the Southeastern Conference governing bodies.

c. Station shall not originate commercial segments promoting the use of tobacco products.

d. Station shall not originate commercial segments promoting alcoholic beverages, including beer advertisements.

e. Station shall not originate commercial segments that promote adult entertainment establishments of any kind.

IV. EVENTS OF DEFAULT/CANCELLATION OF CONTRACT

It shall be an event of default hereunder if Station shall: (i) fail to pay all sums pursuant to an Agreement, promptly and fully without notice or demand therefore; (ii) shall fail to adhere to the approval provisions of this Agreement; (iii) materially breach Agreement and such breach remains uncured for a period of twenty (20) days after written notice thereof

a. Either party shall have the right to terminate Agreement upon the occurrence of an event of default by the other party. Except as provided in subparagraph (b) below, the remedy provided in the subparagraph (a) is Station's sole and exclusive remedy. In no event will ANI be liable for any damages, including lost profits or other special, incidental or consequential damages arising out of an Agreement.

b. All rights and remedies of ANI herein specified are cumulative and are in addition, not in limitation of, any rights and remedies ANI may have by law or in equity, and all such rights and remedies may be exercised singularly or concurrently.

The Agreement may also be terminated upon the occurrence of the following:

c. In the event changes in either the SEC, NCAA or Auburn Athletic Department should necessitate such action to ensure ANI's and Auburn University's conformity with those regulations;

d. In the event there are any changes in reciprocal agreements or contractual obligations that should prohibit or limit radio broadcasts.

With the exception of the above, this Agreement shall remain valid for the full term outlined on page one. A change in station ownership shall not warrant the cancellation of this Agreement.

V. FORCE MAJEURE

Neither ANI nor Station shall have liability with respect to any broadcast if performance by such party shall be prevented, interfered with or omitted because of a labor dispute, failure of facilities, Act of God, government or court action, or any similar or dissimilar case beyond the control of the party so failing to perform.

VI. INDEMNIFICATION

ANI and Station shall indemnify and hold the other harmless against any and all claims, assessments, losses, obligations, penalties, charges, actions, damages, liabilities, costs and expenses, including reasonable attorneys fees, arising out of or in connection with the activities, representatives, statements, materials or services of that party in connection with the production and broadcast described hereunder. The foregoing indemnity shall survive the termination, expiration or fulfillment of Agreement.

VII. RELATIONSHIP OF PARTIES

ANI and Station shall at all times be independent contractors with respect to the services provided hereunder and nothing contained herein shall be deemed to create the relationship of partners, principle and agent, or joint ventures between the parties.

VIII. NOTICES

All notices, claims, certificates, requests, demands and other communications hereunder will be in writing and will be deemed to have been given if delivered by hand, prepaid telegram or mailed (registered or certified mail, postage prepaid, return receipt requested or any means of express mail with confirmed delivery) as follows:

TO ANI:	Rod Bramblett Director of Broadcast Services Auburn Network, Inc. P.O. Box 950 Auburn, AL 36831-0950	<u>Overnight Address</u> 197 East University Drive Auburn, AL 36830
TO STATION:	Mr. Gary Burkett WZLM P.O. Box 909 Alexander City, AL 35010	

IX. ASSIGNMENT/DELEGATION

Neither party may assign any of his or its rights or obligations outlined in Agreement, except with the written consent of all parties to Agreement.

X. LAW GOVERNING

An executed Agreement shall be deemed to have been made and shall be governed by, construed and enforced in accordance with the laws of the State of Alabama, USA without regard to its conflict of laws provisions. The parties consent, and by the execution of an Agreement agree, to submit themselves to the jurisdiction of the courts of the State of Alabama for any litigation arising from the Agreement.

XI. AUTHORITY

Each party warrants and represents that it has full right, power and authority to enter into this Radio Broadcast Agreement and make the covenants in Agreement.

XII. EXCEPTIONS AND/OR ADDITIONAL PROVISIONS

Baseball not included

RADIO STATION

AUBURN NETWORK, INC.

By: *Gay Duder*

Rod Bramblett

Title *G.M.*

Rod Bramblett,
Director of Broadcast Services

Date *5-14-02*

Date

Schedule 1.1.5
Intangible Assets

NONE