

PROGRAM LICENSE AGREEMENT

*** THIRD AND FINAL NOTICE ***

*** IF NOT RETURNED WITHIN 1 WEEK, CONTRACT WILL BE CANCELLED IMMEDIATELY.



**WESTWOOD ONE
RADIO, INC**

This Program is subject to prior clearance and broadcast authorization from Westwood One Radio, Inc ("Westwood") and all terms and conditions below and attached to this License.

Sign and return this License to Westwood One Radio, Inc, Valencia, Ca. for countersignature. You will receive a countersigned copy once clearance is approved.

Broadcast of this program is not authorized without a countersigned License Agreement from Westwood.

25060 West Avenue Stanford, Suite 400
Valencia, Ca. 91355 Telephone: 661-294-6227
FAX # - 661-294-6258

13370801111923039



WQAK FM Agrees to Broadcast Program and all Network Commercial Inventory within Program.

PROGRAM(s): OUT OF ORDER

LENGTH: 2 HOURS
SUNDAY

NETWORK INVENTORY: (6) COMMERCIAL MINUTE(S) PER HOUR

LOCAL INVENTORY: (8) COMMERCIAL MINUTE(S) PER HOUR

START DATE/AIR TIME: NOVEMBER 19, 2001 / 07:00 P.M.

Approved for Broadcaster by Legally Authorized Individual

I have read and agree to the items of this Agreement and the attached Standard Provisions:

SIGN
HERE

SIGNATURE OF OFFICIAL

TITLE

DATE

Approved and Accepted for Westwood:

SIGNATURE OF OFFICIAL

Station Address

Title PROGRAM DIRECTOR
Name Don Wilson
Station WQAK FM
Address 709 S. First St.
Union City TN 38261

Station Data

Station WQAK FM ("STATION")
Power Day 6000 Night _____
Frequency 105.7 Ph.#- 731-885-0051
City of License UNION CITY TN
Owner _____ ("LICENSEE")

Standard Provisions

1. **BROADCASTING:** Broadcaster shall broadcast the Program in its committed entirety on Station, as set forth in the Program License Agreement, without deletions or alterations, including the Network Commercials, Program ID's, Program promotional material and credits in the specified time period.

It is the essence of this Agreement that Broadcaster broadcast the Network Commercials over Station precisely as furnished and instructed by Westwood. All Network Commercials will be at such points in the Program as designated by Westwood. Westwood, in its discretion, may provide multiple commercial spots back to back in any one :60 second time period. 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 and Network Commercials, unless an alternative delivery method is designated by Westwood. Broadcaster acknowledges that actual damages resulting from a failure by Station to broadcast the Network Commercials as set forth herein are difficult or impossible to ascertain, therefore both Broadcaster and Westwood agree that Broadcaster shall pay liquidated damages as a result of any such failure to broadcast and that said liquidated damages are not deemed a penalty hereunder. As liquidated damages Broadcaster shall pay Westwood an amount equal to five times Station's highest one minute commercial rate for each minute of Network Commercials not aired or aired incorrectly. Payment by Broadcaster pursuant to this paragraph shall be without prejudice to any rights Westwood may have against Broadcaster under this Agreement as the result of Broadcaster's failure to broadcast Program and/or Network Commercials. Broadcaster agrees that the Station is not authorized to broadcast any programs or broadcast materials which may be transmitted or distributed by Westwood except as expressly herein provided or as Westwood may consent in writing.

2. **PROOF OF BROADCASTING:** Immediately following the last day of each standard broadcast week, and in no event later than ten working days following the close of each standard broadcast month, Broadcaster agrees to deliver to Westwood, via the Internet on electronic forms provided by Westwood and/or in accordance with any substitute system provided by Westwood, as Westwood may require in its sole discretion, complete, accurate, duly executed reports and certificates ("Proof of Broadcasting") with respect to Station's broadcasting of the Program and Network Commercials. Broadcaster further acknowledges that Westwood at its sole discretion may immediately terminate the Agreement upon determining that the Proof of Broadcasting was falsified, incorrect or incomplete as it pertains to broadcast of Westwood's Program or Network Commercials.

3. **LICENSES AND RIGHTS:** Broadcaster shall pay all taxes levied on its possession, broadcast use or right to use the material to be supplied hereunder. Broadcaster acknowledges that it is hereby requesting Westwood to make an ephemeral recording for purposes of transmission by a broadcasting organization legally entitled to transmit the works encompassed in the Program and that Westwood's reproduction of the performances and the works are solely for the purpose of facilitating Broadcaster's transmission and not for public performance by Westwood. Broadcaster is solely responsible for payment of any public performance music license fees or royalties (as, for

example, to ASCAP, BMI, or SESAC) and Broadcaster agrees to and does hereby indemnify Westwood against all claims, costs and expenses which may incur as a result of Broadcaster's failure to keep such music licenses in effect or to make any requisite payments referred to herein.

4. **MEDIA INSURANCE:** Broadcaster represents and warrants that it has in force Media Errors and Omission insurance for at least \$1,000,000, but no less than the Broadcaster carries for its other programs, which covers the broadcast of the Program supplied by Westwood hereunder.

5. **TERM:** The term ("Term") of this Agreement shall be two (2) years. The Term shall thereafter be renewed automatically for successive terms of one (1) year each, unless and until terminated by either party hereto as herein provided. Broadcaster shall have the right and option to terminate this Agreement not less than 90 days following written notice of such termination to Westwood, effective only at the end of the original Term or any renewal thereof. Westwood may terminate this Agreement immediately if it no longer distributes the Program. Westwood shall have the right to terminate this Agreement not less than 30 days following written notice of termination to Broadcaster, effective on the date designated in such notice. Either party may terminate this Agreement prior to the normal expiration of the Term upon the other's failure to cure any breach or violation hereof within ten (10) days following written notice specifying such breach or violation.

6. **INDEMNIFICATION:** Broadcaster shall indemnify and hold harmless Westwood and its related entities, and such entities officers, directors, shareholders, agents and affiliates from and against any and all actions, suits, claims, liabilities, damages, costs (including reasonable attorneys' fees and expenses) arising from any breach of any of the representations, warranties and agreements contained in this Agreement by Broadcaster, or Broadcaster's officers, directors, agents, or employees, in connection with the transactions contemplated by this Agreement. Further, Broadcaster shall indemnify and hold harmless Westwood and its related entities, and such entities officers, directors, shareholders, agents, and affiliates from and against any expenses reasonably incurred by such parties in responding to, or defending against, any complaint filed by or with the Federal Communications Commission ("FCC") against Westwood or its related entities, or such entities officers, directors, shareholders or affiliates where such complaint arises directly or indirectly from the broadcast of the Program on the Station; or where the FCC solicits comments, information or a response from Westwood in connection with such a complaint against Broadcaster or Station; or where Westwood reasonably concludes that a submission to the FCC in connection with such a complaint against Station or Broadcaster is necessary or appropriate to protect its interest. Notwithstanding anything to the contrary, in no event shall Westwood be liable to Station or Broadcaster for any FCC violation, penalty, or sanction and Station and Broadcaster shall be solely responsible for its FCC compliance.

Westwood Initial



Page 1 of 2

Broadcaster Initial



7. PROGRAM OWNERSHIP AND RE-BROADCAST RIGHTS:

Subject to the terms of this Agreement, Broadcaster acknowledges that all rights and interest in and to the Program are and shall remain the exclusive property of Westwood. Broadcaster shall not, except as provided herein, without written authorization from Westwood, copy, duplicate, rebroadcast or reproduce any Program or Network Commercials furnished hereunder. Use of the Program by Broadcaster is for over the air, terrestrial radio broadcast on Station only. Broadcaster acknowledges that it has no right to broadcast or otherwise transmit the Program, or any part thereof, by any means other than over the air, terrestrial radio broadcast, and Broadcaster agrees that any unauthorized use or transmission, including but not limited to transmission through the Internet, will be deemed a material breach of this Agreement and an infringement on Westwood's proprietary rights in the Program. In the event of such an unauthorized transmission or broadcast, Westwood shall be entitled to all remedies, legal and/or equitable, against Broadcaster. Broadcaster will not authorize, cause, permit or enable anything to be done whereby any Program or segment thereof may be recorded, duplicated, sold, transferred, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by Station as specifically provided in this Agreement.

If any Program or segment is furnished on disc or tape, the discs or tapes shall remain the property of Westwood, and shall be destroyed by Broadcaster following broadcast of such segment on the Station.

8. EFFECT OF BREACH: Should Station breach any term or condition of this Agreement, Westwood may, in addition to all other rights it may have, immediately, without further notice, terminate this Agreement and have no further obligations to Broadcaster and Broadcaster's right to broadcast the Program will terminate forthwith.

9. CHANGE OF OWNERSHIP AND ASSIGNMENTS: Westwood may assign this Agreement to any party and Broadcaster shall have the right to assign this Agreement to any party acquiring all of the Station's assets or stock, but in such event Broadcaster shall not be relieved of its obligations hereunder. Broadcaster shall immediately notify Westwood at such time as application may be made to the FCC for the transfer of any interest in the Station or any assignment of the license to operate the Station. Should such assignment or transfer occur, such assignment or transfer shall expressly state that the assignee or transferee assumes all obligations contained in this Agreement. Notice of such assignment or transfer shall be provided to Westwood within ten days of consummation. Notwithstanding such assumption, Westwood, may terminate this Agreement 30 days after notice of such assignment or transfer.

10. TECHNICAL MODIFICATION BY STATION: If Station makes a technical modification which changes the Station's coverage area in any respect Station shall notify Westwood prior to the effective date of any such modification and Westwood may, upon ten (10) days notice, terminate this Agreement.

11. FORCE MAJEURE, SUBSTITUTIONS: Neither Broadcaster nor Westwood will incur any liability to the other hereunder if performance by such party shall be prevented, interfered with or omitted due to (i) failure of facilities, (ii) labor disputes, (iii) Act of God, (iv) governmental action, or any other similar cause beyond the control of the party so failing to perform. Neither Broadcaster nor Westwood shall be liable to the other for claims by third parties for failure to operate facilities or supply programs for broadcasting. Westwood may

substitute a program which it deems of public importance for the scheduled Program.

12. RESOLUTION OF CLAIMS AND DISPUTES: New York law shall govern and shall be applied without regard to the principles of conflicts of laws. The parties agree that the rule requiring an agreement to be construed against the scrivener or the scrivener's client shall not apply. Any disputes arising out of or relating to this Agreement or the interpretation thereof shall be resolved only by arbitration in New York County, New York, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any award shall be rendered by the arbitrators in form to be entered as a judgment in the Supreme Court of the State of New York in and for the County of New York, or in the United States District Court for the Southern District of New York, or in any other court having jurisdiction.

13. NOTICES: All notices and other communications which are permitted or required to be given hereunder shall be given in writing, either by overnight delivery with receipt signature requested, certified mail with return receipt requested or by registered mail with return receipt requested to the parties at the respective addresses set forth on the Program License Agreement, or at such other substitute address as either may designate by notice given in the same manner. Notice by mail shall be deemed given on the second business day following mailing thereof. Copies of all notices to Westwood shall be sent to Westwood at 40 West 57th Street, 5th Floor, New York, New York 10019, Attention: Legal Department.

14. GENERAL: The Agreement of which these Standard Provisions are a part, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed in the Agreement shall be binding upon the parties hereto or shall be effective to interpret, change or restrict the provisions of the Agreement. No change, modifications, amendment, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties. Captions are for convenience only and shall have no legal effect. The Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns. Each provision in the Agreement is intended to be several. If any term or provision is held to be unenforceable, or invalid for whatsoever, such term or provision held unenforceable or invalid shall not affect the validity of the remainder of the Agreement.

Westwood Initial _____

Broadcaster Initial _____

PROGRAM LICENSE AGREEMENT



**WESTWOOD ONE
RADIO, INC**

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Sign and return this License to Westwood One Radio, Inc, Valencia, Ca. for countersignature. You will receive a countersigned copy once clearance is approved.

Broadcast of this program is not authorized without a countersigned License Agreement from Westwood.

#13370804082569815*

25060 West Avenue Stanford, Suite 100
Valencia, Ca. 91355 Telephone: 861-294-6227
FAX # - 861-294-9382



WQAK FM Agrees to Broadcast Program and all Network Commercial Inventory within Program.

PROGRAM(s): **MTV RADIO NET. B:**

In exchange for rights to MTV Radio Network, Licensee agrees to broadcast seven (7) minutes of Westwood commercial inventory per week. Licensee must broadcast Westwood commercials in the time provided below:

LENGTH:

Five (5) minutes: Monday-Friday 6am-7pm
Two (2) minutes: Monday-Sunday 6am-7pm

____ Licensee Initials ____ Westwood Initials

NETWORK INVENTORY:

LOCAL INVENTORY:

START DATE/AIR TIME: AUGUST 25, 2004 / 6A-7P

Approved for Broadcaster by Legally Authorized Individual

I have read and agree to the terms of this Agreement and the attached Standard Provisions.

SIGN
HERE

SIGNATURE OF OFFICIAL

Operative Mgr

TITLE

8/24/04

DATE

Approved and Accepted for Westwood:

SIGNATURE OF OFFICIAL

Station Address	
Title	<u>GENERAL MANAGER</u>
Name	<u>Kathy Jo Roberts (NC)</u>
Station	<u>WQAK FM</u>
Address	<u>709 S. First St #A</u>
	<u>Union City TN 38261 5044</u>

Station Data	
Station	<u>WQAK FM</u> ("STATION")
Power Day	<u>6000</u> Night _____
Frequency	<u>105.7</u> Ph.#- <u>731-895-0051</u>
City of License	<u>UNION CITY TN</u>
Own	<u>Twin States Broadcasting</u> ("LICENSEE")

Standard Provisions

1. BROADCASTING: Broadcaster shall broadcast the Program in its committed entirety on Station, as set forth in the Program License Agreement, without deletions or alterations, including the Network Commercials, Program ID's, Program promotional material and credits in the specified time period.

It is the essence of this Agreement that Broadcaster broadcast the Network Commercials over Station precisely as furnished and instructed by Westwood. All Network Commercials will be at such points in the Program as designated by Westwood. Westwood, in its discretion, may provide multiple commercial spots back to back in any one :60 second time period. 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 and Network Commercials, unless an alternative delivery method is designated by Westwood. Broadcaster acknowledges that actual damages resulting from a failure by Station to broadcast the Network Commercials as set forth herein are difficult or impossible to ascertain, therefore both Broadcaster and Westwood agree that Broadcaster shall pay liquidated damages as a result of any such failure to broadcast and that said liquidated damages are not deemed a penalty hereunder. As liquidated damages Broadcaster shall pay Westwood an amount equal to five times Station's highest one minute commercial rate for each minute of Network Commercials not aired or aired incorrectly. Payment by Broadcaster pursuant to this paragraph shall be without prejudice to any rights Westwood may have against Broadcaster under this Agreement as the result of Broadcaster's failure to broadcast Program and/or Network Commercials. Broadcaster agrees that the Station is not authorized to broadcast any programs or broadcast materials which may be transmitted or distributed by Westwood except as expressly herein provided or as Westwood may consent in writing.

2. PROOF OF BROADCASTING: Immediately following the last day of each standard broadcast week, and in no event later than ten working days following the close of each standard broadcast month, Broadcaster agrees to deliver to Westwood, via the Internet on electronic forms provided by Westwood and/or in accordance with any substitute system provided by Westwood, as Westwood may require in its sole discretion, complete, accurate, duly executed reports and certificates ("Proof of Broadcasting") with respect to Station's broadcasting of the Program and Network Commercials. Broadcaster further acknowledges that Westwood at its sole discretion may immediately terminate the Agreement upon determining that the Proof of Broadcasting was falsified, incorrect or incomplete as it pertains to broadcast of Westwood's Program or Network Commercials.

3. LICENSES AND RIGHTS: Broadcaster shall pay all taxes levied on its possession, broadcast use or right to use the material to be supplied hereunder. Broadcaster acknowledges that it is hereby requesting Westwood to make an ephemeral recording for purposes of transmission by a broadcasting organization legally entitled to transmit the works encompassed in the Program and that Westwood's reproduction of the performances and the works are solely for the purpose of facilitating Broadcaster's transmission and not for public performance by Westwood. Broadcaster is solely responsible for payment of any public performance music license fees or royalties (as, for

example, to ASCAP, BMI, or SESAC) and Broadcaster agrees to and does hereby indemnify Westwood against all claims, costs and expenses which may incur as a result of Broadcaster's failure to keep such music licenses in effect or to make any requisite payments referred to herein.

4. MEDIA INSURANCE: Broadcaster represents and warrants that it has in force Media Errors and Omission insurance for at least \$1,000,000, but no less than the Broadcaster carries for its other programs, which covers the broadcast of the Program supplied by Westwood hereunder.

5. TERM: The term ("Term") of this Agreement shall be two (2) years. The Term shall thereafter be renewed automatically for successive terms of one (1) year each, unless and until terminated by either party hereto as herein provided. Broadcaster shall have the right and option to terminate this Agreement not less than 90 days following written notice of such termination to Westwood, effective only at the end of the original Term or any renewal thereof. Westwood may terminate this Agreement immediately if it no longer distributes the Program. Westwood shall have the right to terminate this Agreement not less than 30 days following written notice of termination to Broadcaster, effective on the date designated in such notice. Either party may terminate this Agreement prior to the normal expiration of the Term upon the other's failure to cure any breach or violation hereof within ten (10) days following written notice specifying such breach or violation.

6. INDEMNIFICATION: Broadcaster shall indemnify and hold harmless Westwood and its related entities, and such entities officers, directors, shareholders, agents and affiliates from and against any and all actions, suits, claims, liabilities, damages, costs (including reasonable attorneys' fees and expenses) arising from any breach of any of the representations, warranties and agreements contained in this Agreement by Broadcaster, or Broadcaster's officers, directors, agents, or employees, in connection with the transactions contemplated by this Agreement. Further, Broadcaster shall indemnify and hold harmless Westwood and its related entities, and such entities officers, directors, shareholders, agents, and affiliates from and against any expenses reasonably incurred by such parties in responding to, or defending against, any complaint filed by or with the Federal Communications Commission ("FCC") against Westwood or its related entities, or such entities officers, directors, shareholders or affiliates where such complaint arises directly or indirectly from the broadcast of the Program on the Station; or where the FCC solicits comments, information or a response from Westwood in connection with such a complaint against Broadcaster or Station; or where Westwood reasonably concludes that a submission to the FCC in connection with such a complaint against Station or Broadcaster is necessary or appropriate to protect its interest. Notwithstanding anything to the contrary, in no event shall Westwood be liable to Station or Broadcaster for any FCC violation, penalty, or sanction and Station and Broadcaster shall be solely responsible for its FCC compliance.

Westwood Initial _____

Page 1 of 2

Broadcaster Initial 

7. PROGRAM OWNERSHIP AND RE-BROADCAST RIGHTS:

Subject to the terms of this Agreement, Broadcaster acknowledges that all rights and interest in and to the Program are and shall remain the exclusive property of Westwood. Broadcaster shall not, except as provided herein, without written authorization from Westwood, copy, duplicate, rebroadcast or reproduce any Program or Network Commercials furnished hereunder. Use of the Program by Broadcaster is for over the air, terrestrial radio broadcast on Station only. Broadcaster acknowledges that it has no right to broadcast or otherwise transmit the Program, or any part thereof, by any means other than over the air, terrestrial radio broadcast, and Broadcaster agrees that any unauthorized use or transmission, including but not limited to transmission through the Internet, will be deemed a material breach of this Agreement and an infringement on Westwood's proprietary rights in the Program. In the event of such an unauthorized transmission or broadcast, Westwood shall be entitled to all remedies, legal and/or equitable, against Broadcaster. Broadcaster will not authorize, cause, permit or enable anything to be done whereby any Program or segment thereof may be recorded, duplicated, sold, transferred, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by Station as specifically provided in this Agreement.

If any Program or segment is furnished on disc or tape, the discs or tapes shall remain the property of Westwood, and shall be destroyed by Broadcaster following broadcast of such segment on the Station.

8. EFFECT OF BREACH: Should Station breach any term or condition of this Agreement, Westwood may, in addition to all other rights it may have, immediately, without further notice, terminate this Agreement and have no further obligations to Broadcaster and Broadcaster's right to broadcast the Program will terminate forthwith.

9. CHANGE OF OWNERSHIP AND ASSIGNMENTS: Westwood may assign this Agreement to any party and Broadcaster shall have the right to assign this Agreement to any party acquiring all of the Station's assets or stock, but in such event Broadcaster shall not be relieved of its obligations hereunder. Broadcaster shall immediately notify Westwood at such time as application may be made to the FCC for the transfer of any interest in the Station or any assignment of the license to operate the Station. Should such assignment or transfer occur, such assignment or transfer shall expressly state that the assignee or transferee assumes all obligations contained in this Agreement. Notice of such assignment or transfer shall be provided to Westwood within ten days of consummation. Notwithstanding such assumption, Westwood, may terminate this Agreement 30 days after notice of such assignment or transfer.

10. TECHNICAL MODIFICATION BY STATION: If Station makes a technical modification which changes the Station's coverage area in any respect Station shall notify Westwood prior to the effective date of any such modification and Westwood may, upon ten (10) days notice, terminate this Agreement.

11. FORCE MAJEURE, SUBSTITUTIONS: Neither Broadcaster nor Westwood will incur any liability to the other hereunder if performance by such party shall be prevented, interfered with or omitted due to (i) failure of facilities, (ii) labor disputes, (iii) Act of God, (iv) governmental action, or any other similar cause beyond the control of the party so failing to perform. Neither Broadcaster nor Westwood shall be liable to the other for claims by third parties for failure to operate facilities or supply programs for broadcasting. Westwood may

substitute a program which it deems of public importance for the scheduled Program.

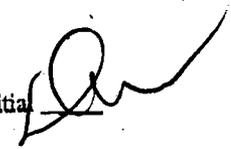
12. RESOLUTION OF CLAIMS AND DISPUTES: New York law shall govern and shall be applied without regard to the principles of conflicts of laws. The parties agree that the rule requiring an agreement to be construed against the scrivener or the scrivener's client shall not apply. Any disputes arising out of or relating to this Agreement or the interpretation thereof shall be resolved only by arbitration in New York County, New York, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any award shall be rendered by the arbitrators in form to be entered as a judgment in the Supreme Court of the State of New York in and for the County of New York, or in the United States District Court for the Southern District of New York, or in any other court having jurisdiction.

13. NOTICES: All notices and other communications which are permitted or required to be given hereunder shall be given in writing, either by overnight delivery with receipt signature requested, certified mail with return receipt requested or by registered mail with return receipt requested to the parties at the respective addresses set forth on the Program License Agreement, or at such other substitute address as either may designate by notice given in the same manner. Notice by mail shall be deemed given on the second business day following mailing thereof. Copies of all notices to Westwood shall be sent to Westwood at 40 West 57th Street, 5th Floor, New York, New York 10019, Attention: Legal Department.

14. GENERAL: The Agreement of which these Standard Provisions are a part, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed in the Agreement shall be binding upon the parties hereto or shall be effective to interpret, change or restrict the provisions of the Agreement. No change, modifications, amendment, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties. Captions are for convenience only and shall have no legal effect. The Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns. Each provision in the Agreement is intended to be several. If any term or provision is held to be unenforceable, or invalid for whatsoever, such term or provision held unenforceable or invalid shall not affect the validity of the remainder of the Agreement.

Westwood Initial _____

Page 2 of 2

Broadcaster Initial 

Wilson

February 24, 2003

Dear Affiliate,

Westwood One and NBC news announced today the debut of NBC News Radio featuring content, programming and leading journalists from its top rated television news networks.

The service is available to you, Monday, March 3, 2003. Effective Monday, March 31, 2003, Westwood One will be making additional NBC programming enhancements.

We are delighted to inform you that we will continue to provide you the following services:

- > NBC branded one minute newscasts at the top of each hour 5 days per week 6:00 am to 10:00 pm eastern time provided by the same anchors.
- > The global resources of NBC News.
- > Use of MSNBC Channel for breaking news coverage.
- > The identical News, Sports and Entertainment feeds.
- > Show prep.

In the coming weeks, we will be offering NBC radio newscasts anchored by top talent such as Tom Brokaw, Brian Williams, and John Seigenthaler.

Effective March 31, 2003, Westwood One will no longer provide FOX News branded services to its affiliate partners.

As a result of this transition, all references to "FOX News" in your FOX News affiliation agreement should be changed to "NBC Radio News." Please sign on the space identified below to acknowledge your acceptance and fax back to (212) 445-0338. If you have any questions, please call me at (212) 641-2064.

Thank you for your continued support of Westwood One,

Fred Bennett
Sr. VP Affiliate Sales

AGREED/ACCEPTED:

NAME: Don Wilson

TITLE: Operations Mgr

DATE: 3-5-2003

CALL LETTERS WQAK-FM

WQAK-FM
Union City, TN

WESTWOOD ONE RADIO NETWORKS
Silver Spring Office

FAX TO:

Kathy Jo Roberts

WQAK

731-885-0250

10/18/05

FROM:

Lynn McIntosh

Westwood One

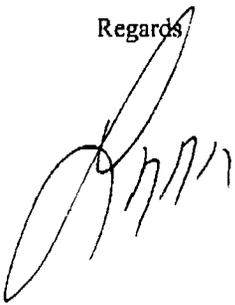
(office) 301-628-2513

(fax) 301-628-2520

Kathy.....

Here is the Fox Agreement that was changed by the Rider to NBC

Regards



Number of pages including cover sheet ()



FOX NEWS AFFILIATION AGREEMENT

THIS AGREEMENT, dated the 04/25/01 (the "Agreement"), is between Westwood One Radio Networks ("Network") and Twin States Broadcasting ("Broadcaster"), the owner and operator of radio station WOAK-FM ("Station") licensed to the city of Union City, TN ("City and State of License").

I. PROGRAMMING

BROADCASTER understands and agrees that FOX NEWS is distributed as a non-exclusive product. BROADCASTER has the right to broadcast the newscasts, as well as actualities and special long form coverage, as may be made available by FOX NEWS. BROADCASTER has sole discretion as to what FOX NEWS programming to broadcast. BROADCASTER has no obligation to carry the FOX NEWS programming.

II. NETWORK PROGRAMS

- A. Network will transmit to STATION the programs and commercials set forth (the "Program and/or Commercial Schedules") in the Affidavits issued to BROADCASTER by Network. Network may from time to time change said Program and Commercial Schedules encompassed in the Affidavits. BROADCASTER is required to monitor Network's daily closed-circuit feeds in order to receive changes in the Program and/or Commercial Schedules and to be advised of changes in said schedules.
- B. Network may, from time to time, offer "Specially Designated Programs" for broadcast. For the purposes of this AGREEMENT, Network will pay BROADCASTER for such programs an hourly rate of \$ 500 for each hour or a pro rata amount thereof for shorter periods (the "Station Rate"). For the purposes of this AGREEMENT, "Specially Designated Programs" are defined as programs expressly denoted as "Specially Designated Programs" in the program offering and which specifically refer to "Station Rates" as provided for in this subparagraph. BROADCASTER is not required to accept any Specially Designated Program (s).
- C. In consideration of the broadcast by BROADCASTER on STATION of the Program and/or Commercial Schedules made available by Network, Network is providing the programming and commercial material (including all contents) to the STATION.
- D. It is the essence of this Agreement:
 - 1. That Network programs are furnished hereunder solely for broadcast on STATION as herein provided and for no other use or purpose, whatsoever;
 - 2. That BROADCASTER's rights hereunder are only with respect to NETWORK and that BROADCASTER shall in no event broadcast any other programs which may be transmitted by Network. It is further specifically understood that if BROADCASTER shall fail to broadcast any Network program for which it is obligated hereunder to broadcast, then Network, without limiting any other rights which Network may have as a result thereof, shall have the right to make such program available to any other station in STATION's City of License; and

Westwood One Initial

Affiliate Initial

FILE No. 341 04/25 '01 16:48 ID: WESTWOOD ONE

FAX: 7034138445

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FOX - WQAK-FM

04/25/01

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

III- PROOF OF BROADCASTING

- A. During the Term(s) of this AGREEMENT and at the precise times designated by Network, BROADCASTER will furnish to Network specific, complete, accurate and fully-executed Affidavits on forms provided by Network setting forth proof of broadcasting of all Programs and Commercials included thereon.
- B. In the event BROADCASTER fails to broadcast any scheduled Programs or Commercials for any week during the Term(s), BROADCASTER recognizes that such failure will cause Network financial damage the precise amount of which may be impossible to determine. As agreed liquidated damages for such failure to broadcast, BROADCASTER will pay to Network an amount equal to the Station Rate, as specified in Article II, Subparagraph B above, for each Program and/or Commercial which BROADCASTER is obligated to broadcast but does not broadcast. Payments by BROADCASTER pursuant to this subparagraph shall be without prejudice to any and all other rights Network may have against BROADCASTER under this AGREEMENT as the result of its failure to broadcast a Program and/or Commercial.

IV. FORCE MAJEURE; SUBSTITUTIONS

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

V. TRANSFER OF STATION

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

Westwood One Initial

2

Affiliate Initial

FOX - WOAK-FM

04/25/01

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

VI. LICENSES

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

VII. TERM, TERMINATION

- A. The Term(s) of this AGREEMENT will commence on 05/14/01 and will continue until 05/31/04 (the "Original Term"), or as adjusted from the actual on-air date as may be agreed to by the parties in writing; and this AGREEMENT shall be renewed automatically for successive periods of 3 year(s) each (the "Renewal Term(s)") until terminated as herein provided. The "Original Term" and "Renewal Term" collectively are referred to as the "Term(s)" herein.
- B. Termination:
 - 1. Network will have the right to terminate this AGREEMENT effective at any time by giving BROADCASTER not less than ninety (90) days prior written notice of termination.
 - 2. Network may immediately terminate this AGREEMENT by giving BROADCASTER notice of termination if BROADCASTER and/or its agents violate any provision of this AGREEMENT and fails to cure such material violation within ten (10) days after Network gives BROADCASTER notice.
- C. Notwithstanding the foregoing, Network will have the right to terminate this AGREEMENT effective immediately by giving BROADCASTER notice of termination if any one of the following occurs:
 - 1. BROADCASTER violates any material provision of this AGREEMENT and said violation, by its nature, cannot be cured;
 - 2. BROADCASTER fails to carry at least 80% of the Programs and/or Commercials scheduled during any consecutive two (2) months, or during any non-consecutive four (4) months in any twelve (12) month period;
 - 3. STATION's City of License is changed; or
 - 4. BROADCASTER has filed false, inaccurate or incomplete information concerning the broadcast of Network Program or Commercial material.

Westwood One Initial _____

J. B.

Affiliate Initial _____

[Signature]

PCX-WQAK-FM

04/25/01

- D. BROADCASTER will have the right to terminate this AGREEMENT effective at the end of the Original Term or at the end of any Renewal Term by giving Network not less than ninety (90) days prior written notice of such termination.
- E. In the event Network's right of termination occurs under any of the provisions of this AGREEMENT, then such right of termination shall be deemed to have occurred with respect to all agreements then in effect between BROADCASTER and/or STATION and Network's parent, Westwood One, Inc. or any of its subsidiaries and associated companies, including but not limited to Mutual Broadcasting System, National Radio network (NBC Radio Networks), Talknet, The Source, Westwood One Radio Networks and any and all other companies associated by common ownership or operating control with Network.
- F. Termination of this AGREEMENT by Network by reason of any violation by BROADCASTER is without prejudice to any and all other rights and remedies to which Network may be entitled.

VIII. ARBITRATION

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

IX. COPYRIGHT, TRADEMARK AND SERVICE MARK LIMITATIONS

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

Westwood One Initial

JFA 4

Affiliate Initial

[Signature]

FOX-WOAK-PM

04/25/01

X. MISCELLANEOUS

- A. Any question as to the validity, construction or performance of this AGREEMENT shall be governed by the laws of the Commonwealth of Virginia.
- B. This AGREEMENT contains the entire understanding between Network and BROADCASTER with respect to its subject matter, supersedes all previous agreements or understandings between them with respect thereto, and shall, except for changes and revisions by Network related to Programs and Commercial Schedules, not be modified except by a signed writing.
- C. Neither this AGREEMENT nor any provision thereof shall be binding on Network's duly authorized officers. No waiver by either party of any breach of this AGREEMENT by the other shall be deemed to be a waiver of any preceding or subsequent breach thereof, nor shall a waiver granted by Network for any other station be applicable as precedent hereunder.
- D. If any portion of the AGREEMENT shall be held to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Additionally, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this AGREEMENT a provision as similar to such former provision as shall be legal, valid and enforceable.
- E. Each notice, consent, approval or request to be given hereunder must be sent by U.S. Postal Service or other means of communication; except all notices relating to substantive changes to the AGREEMENT shall be by telegram, mailgram, delivery service, registered mail or certified mail and shall be deemed given on the date when so mailed.
- F. During the Original and Renewal Terms of this AGREEMENT, Network shall have the right to use the name of BROADCASTER, STATION's call letters, and the names and/or pictures of STATION personnel or any of BROADCASTER's officers in connection with promotion of the Network and your association with it, only with the prior written approval from the Station's General Manager.
- G. For the purposes of this AGREEMENT and the attached Schedule A, the terms "commercial minute" or "minute" shall be interpreted to consist of either two (2), thirty (:30) second announcements or one (1), sixty (:60) second announcement.
- H. Paragraph headings used herein are for informational purposes only and shall not define nor limit the provisions of this AGREEMENT.
- I. Any amount for which BROADCASTER is obligated to Network hereunder shall be paid by BROADCASTER within thirty (30) days after invoice from Network.
- J. The attached Schedule "A" also referred to herein as the Program and Commercial Schedule is hereby incorporated by reference, and is part of the terms and conditions of this AGREEMENT, and shall be subject to changes and revisions in accordance with Paragraph A of Article II herein.

Westwood One Initial

J.P.A. 5

Affiliate Initial

[Signature]

FOX - WQAK-FM

04/25/01

K. The individual executing this AGREEMENT hereby warrants and represents that he/she is legally authorized to execute agreements on behalf of BROADCASTER and STATION and does so intending to be bound legally

XI. PROGRAM SERVICES

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

- 1. Newscasts.
- 2. Designated actuality feeds.
- 3. Designated unanchored longform news coverage.
- 4. Special reports (not including bulletins)

"BROADCASTER" and " STATION acknowledge that they are limited to the program services listed in 1-4 above, and expressly warrant and represent that they will not access any other programs, newscasts, or services delivered and distributed by Westwood One Radio Networks, and its parent and associated companies, including, but not limited to Talknet, Mutual Broadcasting System, The Source, and NBC Radio Network, unless authorized under other separate and independent contractual arrangements.

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

Westwood One Initial

J. B.

Affiliate Initial

[Signature]

FOX - WQAK-FM

4/25/01

**SCHEDULE A
FOR WQAK-FM AS OF 5/14/01**

Radio Station **WQAK-FM**
709 S 1st St.
Memphis, TN 38261

TELEPHONE: 731-885-0051
ZONE: EST
TIME: 6AM-12MID

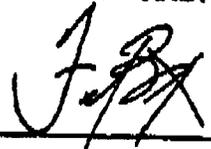
FEED TIME	PGM COD	PROGRAM DESCRIPTION	AIRD MTWRFSU	CONTRACT CODE/AGREEMENT	SPD	EXP
6:00A	061	SPOT	MTWRFSU	R 6A-10A	5/14/01	99/99/99
10:00A	101	SPOT	MTWRFSU	R 10A-3P	5/14/01	99/99/99
3:00P	151	SPOT	MTWRFSU	R 3P-7P	5/14/01	99/99/99
7:00P	191	SPOT	MTWRFSU	R 7P-12MID	5/14/01	99/99/99

NOTE: MONDAY THROUGH FRIDAY SPOTS AIR MONDAY THROUGH FRIDAY.
SATURDAY SPOTS AIR SATURDAY. SUNDAY SPOTS AIR SUNDAY.

BROADCASTER:

WESTWOOD ONE RADIO NETWORKS:

BY: 
Kathy Jo Roberts
General Manager

BY: 
Fred Bennett
Sr. Vice President of Affiliate Sales

709 S. 1st St.
Union City, TN 38261

40 West 57th St.
New York, NY 10019

Westwood One Initial 

Affiliate Initial 

FILE No. 341 04/25 '01 16:50 ID: WESTWOOD ONE

FAX: 7034138445

PAGE 15/15

FOX-WQAK-FM

04/25/01

RIDER

Rider annexed to and made part of Affiliation Agreement dated 04/25/01 by and between Westwood One Radio Networks ("Network") delivering Fox News to Twin States Broadcasting ("Broadcaster") of station WQAK-FM ("Station").

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

- A. Notwithstanding all other terms and conditions of this AGREEMENT, BROADCASTER understands and agrees that all affidavits for programming and/or commercial inventory clearance must be submitted to NETWORK via the Internet on forms as provided therein. Said affidavits must be submitted to NETWORK within seven (7) days after each standard broadcast week.

BROADCASTER:

WESTWOOD ONE RADIO NETWORKS:

By: Kathy Jo Roberts
Kathy Jo Roberts
General Manager

By: F. Bennett
Fred Bennett
Sr. Vice President of Affiliate Sales

DATE: 4/25/2001

DATE: 5/15/01

Westwood One Initial

8

Affiliate Initial



ASCAP

2004 Radio Station License Agreement

AGREEMENT made between American Society of Composers, Authors and Publishers ("ASCAP") and

TWIN STATES BROADCASTING INC for Radio Station
(Legal Name of LICENSEE)

Call Letters and Band WGAR-FM Frequency 105.7 FCC Community of License Union City In
(city) (state)

Please Check Appropriate Box and Complete

A corporation organized under the laws of the State of Delaware

A limited liability company organized under the laws of the State of _____

A partnership consisting of _____

An individual residing at _____

("LICENSEE") licensing the Radio Broadcasting station ("Station") currently receiving mail at:
709 S. 1st Street, Suite A
(Street Address or P.O. Box)

Union City In 38261 731-885-005
(City) (State) (Zip Code) (Telephone Number)

Location of Station: Check box if same as above.

(Street Address)

(City) (State) (Zip Code)

Telephone number: 731-885-0051 Fax number: 731-885-0250

E-mail address: manager@tearupyourcountry.com

with the Radio Station Web Site URL: http://thequakecheck.com

1. Term.

The term of this Agreement commences as of January 1, 2001, and ends on December 31, 2009, unless earlier terminated as hereinafter provided.

2. Definitions.

A. "ASCAP Repertory" shall mean musical works for which ASCAP has the right to license for public performance now or hereafter during the term of this agreement. All compositions written and copyrighted by ASCAP members and in the repertory on the date this Agreement is executed are included for the full term of this Agreement. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

11. CONFIDENTIALITY

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

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

12. RIGHT TO RESTRICT

A. ASCAP's members may restrict the Radio Broadcasting of their compositions up to a maximum of 500 at any given time, only for the purpose of preventing harmful effect upon other interest under the copyrights of such works; provided, however, that (1) limited licenses will be granted upon application to ASCAP entirely free of additional charge if the copyright owners are unable to show reasonable hazards to their major interests likely to result from such Radio Broadcasting; (2) the right to restrict any composition will not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of the composition; (3) in no case will any charges, "free plugs," or other consideration be required for permission to perform a restricted composition; and (4) in no event will any composition be restricted after its initial radio broadcast for the purpose of confining further radio broadcasts to a particular artist, station, network or program.

B. ASCAP may also in good faith restrict the Radio Broadcasting of any composition, over and above the number specified in the preceding subparagraph, only as to which any suit has been brought or threatened on a claim that the composition infringes a composition not contained in the ASCAP Repertory or on a claim that ASCAP does not have the right to license the public performance of the composition by Radio Broadcasting.

13. MISCELLANEOUS

A. LICENSEE shall have the right to terminate this license on ten (10) days' written notice in the event of termination, suspension or any substantial alteration or variation of the terms and conditions of the governmental licenses covering the Station, or any major interference with the operations of the Station due to governmental measures or restrictions.

B. ASCAP shall have the right to terminate this license on sixty (60) days' notice if there is any major interference with, or substantial increase in the cost of, our operation as a result of any law of the state, territory, dependency, possession or political subdivision in which the Station is located which is applicable to the licensing of performing rights.

C. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when sent by ordinary first-class U.S. mail, recognized overnight delivery service or fax (with a copy by first class U.S. mail or recognized overnight delivery service) to the party for whom it is intended, at its mailing address hereinabove stated, or any other address which either party hereto may from time to time designate for such purpose, and when such notice is so mailed, it shall be deemed given up on the mailing thereof. Any such notice sent to ASCAP shall be to the attention of the Broadcast Licensing Department - Radio Licensing. Any such notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or to the General Manager or Business Manager of Station.

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

IN WITNESS WHEREOF, this Agreement, made at New York, New York, has been duly executed by ASCAP and LICENSEE

on December 10, 2004
(Month) (Day) (Year)

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

Ray Schwind
(Name and Title)
(EC)

LICENSEE
Twin States Broadcasting
(Full corporate or other name of station owner)
By Booney Taylor
BOONEY TAYLOR, PRESIDENT
(Name and Title)



ASCAP

2004 Radio Station License Agreement

AGREEMENT made between American Society of Composers, Authors and Publishers ("ASCAP") and

TWIN STATES BROADCASTING for Radio Station
(Legal Name of LICENSEE)

Call Letters and Band WYVY-FM Frequency 104.9 FCC Community of License Union City In
(city) (state)

Please Check Appropriate Box and Complete

A corporation organized under the laws of the State of Illinois

A limited liability company organized under the laws of the State of _____

A partnership consisting of _____

An individual residing at _____

("LICENSEE") licensing the Radio Broadcasting station ("Station") currently receiving mail at:

709 S. First Street, Suite A
(Street Address or P.O. Box)

Union City In 38261 731-885-0051
(City) (State) (Zip Code) (Telephone Number)

Location of Station: Check box if same as above.

(Street Address)

(City) (State) (Zip Code)

Telephone number: 731-885-0051 Fax number: 731-885-0250

E-mail address: manager@today'syoungcountry.com

with the Radio Station Web Site URL: http://today'syoungcountry.com

1. **Term.**
 The term of this Agreement commences as of January 1, 2001, and ends on December 31, 2009, unless earlier terminated as hereinafter provided.

2. **Definitions.**
 A. "ASCAP Repertory" shall mean musical works for which ASCAP has the right to license for public performance now or hereafter during the term of this agreement. All compositions written and copyrighted by ASCAP members and in the repertory on the date this Agreement is executed are included for the full term of this Agreement. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

11. CONFIDENTIALITY

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

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

12. RIGHT TO RESTRICT

A. ASCAP's members may restrict the Radio Broadcasting of their compositions up to a maximum of 500 at any given time, only for the purpose of preventing harmful effect upon other interest under the copyrights of such works; provided, however, that (1) limited licenses will be granted upon application to ASCAP entirely free of additional charge if the copyright owners are unable to show reasonable hazards to their major interests likely to result from such Radio Broadcasting; (2) the right to restrict any composition will not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of the composition; (3) in no case will any charges, "free plugs," or other consideration be required for permission to perform a restricted composition; and (4) in no event will any composition be restricted after its initial radio broadcast for the purpose of confining further radio broadcasts to a particular artist, station, network or program.

B. ASCAP may also in good faith restrict the Radio Broadcasting of any composition, over and above the number specified in the preceding subparagraph, only as to which any suit has been brought or threatened on a claim that the composition infringes a composition not contained in the ASCAP Repertory or on a claim that ASCAP does not have the right to license the public performance of the composition by Radio Broadcasting.

13. MISCELLANEOUS

A. LICENSEE shall have the right to terminate this license on ten (10) days' written notice in the event of termination, suspension or any substantial alteration or variation of the terms and conditions of the governmental licenses covering the Station, or any major interference with the operations of the Station due to governmental measures or restrictions.

B. ASCAP shall have the right to terminate this license on sixty (60) days' notice if there is any major interference with, or substantial increase in the cost of, our operation as a result of any law of the state, territory, dependency, possession or political subdivision in which the Station is located which is applicable to the licensing of performing rights.

C. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when sent by ordinary first-class U.S. mail, recognized overnight delivery service or fax (with a copy by first class U.S. mail or recognized overnight delivery service) to the party for whom it is intended, at its mailing address hereinabove stated, or any other address which either party hereto may from time to time designate for such purpose, and when such notice is so mailed, it shall be deemed given up on the mailing thereof. Any such notice sent to ASCAP shall be to the attention of the Broadcast Licensing Department - Radio Licensing. Any such notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or to the General Manager or Business Manager of Station.

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

IN WITNESS WHEREOF, this Agreement, made at New York, New York, has been duly executed by ASCAP and LICENSEE

on December 20 2004
(Month) (Day) (Year)

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

LICENSEE
Twin States Broadcasting
(Full corporate or other name of station owner)

By Bobney Taylor
Bobney Taylor, President
(Name and Title)

Ray Schwind (R)
(Name and Title)



BMI-03	
Account #	5012968
License Type	BLANKET

Radio Station Blanket/Per Program License Agreement

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

Call Letters and Band WQAK-FM Freq. 105.7 FCC Community of License _____ Union City _____ TN (state)

Twin States Broadcasting
(Legal Name of LICENSEE)

Please Check Appropriate Box and Complete

A corporation organized under the laws of the State of Tennessee

A limited liability company organized under the laws of the State of _____

A partnership consisting of _____

An individual residing at _____

(hereinafter "You" or "LICENSEE") licensing the radio broadcasting station ("Station") presently receiving mail at:
709 S 1st St, Ste A
(Street Address or P.O. Box)

Union City	TN	38261	(731) 885-0051
<i>(City)</i>	<i>(State)</i>	<i>(Zip Code)</i>	<i>(Telephone Number)</i>

Location of Station: Check box if same as above.

(Street Address)

<i>(City)</i>	<i>(State)</i>	<i>(Zip Code)</i>
---------------	----------------	-------------------

email address: drwilson@thequakerocks.com

with the Radio Station Web Site URL: http://thequakerocks.com

1. Term.

The term of this Agreement commences as of January 1, 2001, and ends on December 31, 2006, unless earlier terminated as hereinafter provided.

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

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

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

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

IN WITNESS WHEREOF, this Agreement, made at New York, New York, has been duly executed by BMI and LICENSEE on FEB 02 2004.
(Month) (Day) (Year)

BROADCAST MUSIC, INC.

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

Iving States Broadcasting
LICENSEE (Legal Name)
By: *Kathy J Roberts*
(Signature)
Kathy J Roberts
(Print Name of Signatory)
General Manager
(Title of Signatory)

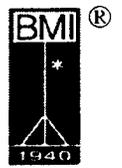
Complete only if in a Local Management Agreement (Per ¶ 9.A.)

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

(Print Name of Signatory)

(Title of Signatory)

Date: _____
Start Date of LMA: _____





BMI-03	
Account #	5012207
License Type	BLANKET

Radio Station Blanket/Per Program License Agreement

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

Call Letters and Band WYVY-FM Freq. 104.9 FCC Community of License _____ Union City _____ TN _____
(city) (state)

Twin States Bestg
(Legal Name of LICENSEE)

Please Check Appropriate Box and Complete

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

(hereinafter "You" or "LICENSEE") licensing the radio broadcasting station ("Station") presently receiving mail at:
709 South First Street, Ste A

(Street Address or P.O. Box)

Union City	TN	38261	(731) 885-0051
<i>(City)</i>	<i>(State)</i>	<i>(Zip Code)</i>	<i>(Telephone Number)</i>

Location of Station: Check box if same as above.

(Street Address)

(City) _____ *(State)* _____ *(Zip Code)* _____

email address: manager@todaysyoungcountry
with the Radio Station Web Site URL: http:// todaysyoungcountry.com

1. Term.

The term of this Agreement commences as of January 1, 2001, and ends on December 31, 2006, unless earlier terminated as hereinafter provided.

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

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

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

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

IN WITNESS WHEREOF, this Agreement, made at New York, New York, has been duly executed by BMI and LICENSEE on DEC 16 2003
(Month) (Day) (Year)

BROADCAST MUSIC, INC.

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

Quint States Broadcasting
LICENSEE (Legal Name)
By: Kathy Roberts
(Signature)
Kathy J Roberts
(Print Name of Signatory) *
General Manager
(Title of Signatory)

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

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

(Print Name of Signatory)

(Title of Signatory)

Date: _____
Start Date of LMA: _____



LEASE

THIS CONTRACT is made and entered into on this 15th day of JANUARY, 1994, by and between Betty McNeill, hereinafter referred to as Bargainor, and Rodney Taylor as President of Twin States Broadcasting, Inc., hereinafter referred to as Bargainee.

W I T N E S S E T H:

That subject to the terms and conditions hereinafter set forth, the Bargainor does hereby lease unto the Bargainee, the property located on the north side of Kentucky Highway No. 166, Fulton County, Kentucky, and being more particularly described as follows:

BEING a 1.691-acre tract of land located on the north side of Kentucky Highway No. 166, Fulton County, Kentucky, and being a part of the same tract conveyed to King McNeill, and more particularly described as follows:

BEGINNING at an iron pin in the north right-of-way of Kentucky Highway No. 166, said pin being 30 feet north of the center of said highway, said pin also being South 79 deg. 26 min. 45 sec. East a distance of 1,372.30 feet from a 'P-K' Nail in the center of said highway and the center of a bridge; thence, NORTH 02 deg. 06 min. 21 sec. EAST, making a new line through McNeill, for a distance of 212.62 feet to an iron pin in a fence on the north line of McNeill, said pin also being in the south line of a tract belonging to Thomas R. Prather; thence, SOUTH 87 deg. 37 min. 45 sec. EAST, with the south line of Prather, for a distance of 314.50 feet to an iron pin; thence, SOUTH 01 deg. 48 min. 54 sec. WEST, making a new line through McNeill, for a distance of 255.02 feet to an iron pin in the north right-of-way of Highway No. 166, said pin being 30 feet north of the center of said highway, said pin also being North 85 deg. 01 min. 27 sec. West a distance of 1,128.00 feet from a 'P-K' Nail in the center of a bridge; thence, with a curve of said right-of-way to the right (said curve having a radius of 6,835.00 feet and a chord of North 79 deg. 59 min. 15 sec. West a distance of 318.82 feet), for a curve distance of 318.85 feet to the point-of-beginning, and containing 1.691 acres, according to a survey by Robert L. Nichols, Ky RLS No. 2700, on November 19, 1993, with all bearings based upon Magnetic North.

The terms and conditions of the lease are as follows:

1. The Bargainee shall pay to the Bargainor the sum of One Hundred Dollars (\$100.00) per month for a period of ten years on the aforesaid premises, at which time the option to renew the lease shall be exercised.

2. The Bargainor shall be responsible for the real estate taxes, and any real estate assessments upon the demised premises for each year.

THIS INSTRUMENT PREPARED BY: JUDY B. BARKER, ATTORNEY
UNION CITY, TENNESSEE 38261

3. The Bargainee shall have the right to convey it's interest in the premises to any person or persons whomsoever, if the option is exercised.

4. The Bargainor does not warrant the condition of the premises, and his liability for any injury to the Bargainee, his family, servants, agents, or those claiming under him, or those on the premises by his invitation, shall be limited to injuries arising from defects as are actually known to the Bargainor and willfully concealed by him. The Bargainee binds himself to hold the Bargainor harmless against any claims for damages arising from those who sustain injuries upon the above premises.

5. The Bargainor warrants that she has the right to grant the lease on the demised premises and will defend the Bargainee's possession against any and all persons whomsoever.

6. The Bargainor warrants that she has the right to convey the demised premises and will defend the Bargainee's possession against any and all persons whomsoever.

7. This option shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.

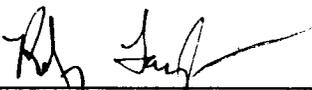
8. The Bargainor and the Bargainee agree that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by, the other party.

9. The Bargainor agrees that the Bargainee may located a radio station tower with guy wires and transmitter building on the premises, and the Bargainee will be responsible for the maintenance and repairs of the building and tower located upon said property, and shall keep the premises in good repair and in a sanitary condition.

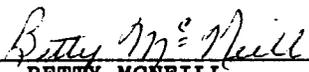
10. Upon non-payment of the monthly fee of One Hundred Dollars for sixty (60) days after it shall become due, and without demand therefore, or upon the breach of any of the other agreements herein contained, the Bargainor may terminate this agreement and reenter and repossess said premises.

11. The Bargainor agrees that the Bargainee shall have the right to renew this Lease for an additional ten years following each ten year lease period.

IN TESTIMONY WHEREOF, the parties have executed this contract in duplicate, one of which is retained by each of the parties, the day and year first above written.



RODNEY TAYLOR,
Twin States Broadcasting, Inc.



BETTY MCNEILL

BARGAINEE

BARGAINOR

LEASE AGREEMENT

THIS LEASE is made and entered into on this 1ST day of FEBRUARY, 2002, by and between **WAYNE BARKER, TRUSTEE, UNDER THE WAYNE BARKER REVOCABLE LIVING TRUST**, DATED December 5, 1997, hereinafter referred to as Lessor, and **TWIN STATES BROADCASTING**, hereinafter referred to as Lessee.

WITNESSETH :

Subject to the terms and conditions hereinafter set forth, the Lessor does hereby lease to the Lessee the commercial property known as 709 South First Street, Union City, Tennessee.

The terms and conditions of this agreement are as follows:

1. The Lessee shall take possession of the property for a period of five years commencing on February 1, 2002.
2. The Lessee shall pay to the Lessor the sum of One Thousand (\$1,000.00) Dollars per month as rent on the aforesaid premises, payable on the 1st day of each month, beginning the FEBRUARY 1, 2002, and continuing each month, until terminating JANUARY 31, 2007.
3. The Lessee agrees to pay said rent, unless said premises shall be destroyed or rendered untenable by fire or other unavoidable accidents.
4. It is agreed that the Lessor shall pay all real estate taxes assessed against the realty, and the Lessee shall pay city and county business taxes relating to its business. The Lessee shall pay its telephone expenses. The Lessor shall pay gas utilities and water expenses. The Lessee shall pay electrical utilities.
5. During the term of this lease, the Lessor shall maintain the roof, plumbing, wiring, and exterior of the building, and the heating and cooling system of the leased property.
6. The Lessee shall keep the inside premises in good repair and in a sanitary condition, and at the expiration of the Lease, shall return the premises to the same condition as existed at the inception of this Lease, ordinary wear and tear excepted. No smoking is allowed inside the premises.

THIS INSTRUMENT PREPARED BY: JUDY B. BARKER, ATTORNEY
329 South Second, Union City, TN 38281

7. The Lessee is not to assign this Lease, nor sublet to another, or permit the sale of the interest therein by legal process, without the written consent of said Lessor.

8. The Lessor shall have final approval of any advertising sign or display used by the Lessee, located on the premises.

9. Upon non-payment of any of said rent for thirty (30) days after it shall become due, and without demand therefore, or upon the breach of any of the other agreements herein contained, the Lessor may terminate this Lease and re-enter and repossess said premises.

10. The Lessee binds itself to hold the Lessor and its assigns, harmless against any claims for damages arising from those who sustain injuries upon the above leased premises during the term of the Lease. The Lessee agrees to carry liability insurance.

11. The Lessor and Lessee agree that the other party shall in no way be responsible for the debts of the other party, or liable for accidents or damages caused by the other party.

12. Prior to the expiration of the term of the lease, the Lessee shall have the option to renew this lease for an additional five years, however, notice of the exercise of such option shall be given by said Lessee to said Lessor at least thirty (30) days before the expiration of the prior term. Upon the exercise of such option, the Lessor shall have the right to an increase in monthly rental payments.

EXECUTED in duplicate this 1st day of FEBRUARY, 2002.

BY: [Signature]
TITLE: President
Twin States Broadcasting "Lessee"
State of Tennessee
County of Obion

BY: [Signature]
Trustee under the Wayne Barker
Revocable Living Trust "Lessor"

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, duly commissioned and qualified, [Signature] as President of Twin States Broadcasting, named Lessee, with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Given under my hand and seal of office on this 1st day of February

[Signature]
Notary Public
State of Tennessee
County of Obion

My commission expires: November 21, 2002

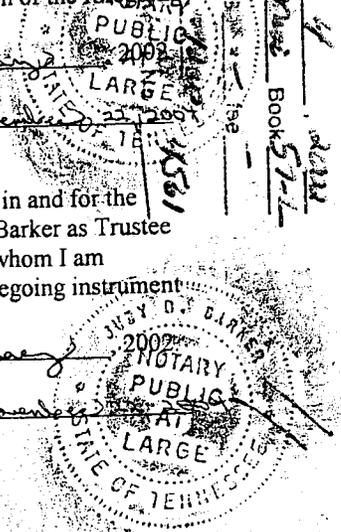
Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, duly commissioned and qualified, Wayne Barker as Trustee under the Wayne Barker Revocable Living Trust, named Lessor, with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Given under my hand and seal of office on this 1st day of February

[Signature]
Notary Public

My commission expires: November 21, 2002

State of Tennessee, Obion County
This instrument was filed Feb 11 2002
Time 9:55 AM and recorded in Page 511
Page 98-09 State Tax paid 1.56
Rec. Fee \$ 1.00 Total \$ 2.56
Register [Signature] 2/11/02



[Handwritten Signature]

22V
p582

588

WARRANTY DEED

prepared
WITHOUT CURRENT SURVEY

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **REELFOOT BROADCASTING, INC.**, a Tennessee Corporation, has bargained and sold, and by these presents, do hereby bargain, sell, transfer and convey unto **TWIN STATES BROADCASTING, INC.**, a Tennessee Corporation, its successors and assigns, that certain parcel of real estate situated in the 16th Civil District of Obion County, Tennessee, being more particularly described as follows:

BEGINNING at a stake in the middle of Hicks Creek and on the Southeast right-of-way of said U.S. Highways 45 and 51, said point of beginning being 33 feet from the center line of the asphalt highway and also being the northwest corner of the Whitnel property of which this is a part, said point of beginning is also the northeast corner of property belonging to L.B. Fritts; runs thence northeast with the southeast right-of-way of said highway and parallel with and at all times 33 feet from the center line of the asphalt road, north 57° 30' east for a distance of 356 feet to a steel stake, the northeast corner of the tract herein described; thence leaving the highway right-of-way and cutting a new line south across the tract of Fred P. Whitnel, and running south 54° 45' east for a distance of 683 feet to a steel stake, the southeast corner of this tract; thence turning and running parallel with the highway right-of-way south 57° 30' west a distance of 365 feet to the southwest corner of the tract herein described, said point also being in the east boundary of the property of the said L.B. Fritts; thence turning and running north with the center line of the creek, and the east boundary of Fritts property north 4° 05' west, 687 feet to the point of beginning and containing a calculated area of five (5) acres as shown by a survey of James A. Weaks, Kentucky Registered Surveyor License No. 1418, said survey having been made on or about Feb.5, 1974.

DEED REFERENCE: Deed Book 18-X, Pages 774 and 776, Register's Office, Obion County, Tennessee.

Statement required by T.C.A. 66-24-121: The foregoing legal description is the same contained in the previous deed of record.

TAX MAP 27, PARCEL 33.01

TO HAVE AND TO HOLD the above-described real estate with all the appurtenances, estate, title and interest thereto belonging unto the said **TWIN STATES BROADCASTING, INC.**, its successor and assigns, in fee simple, forever.

**THIS INSTRUMENT PREPARED BY
CONLEY, CAMPBELL, MOSS & SMITH
317 SOUTH THIRD STREET
UNION CITY, TENNESSEE 38261**

Grantor covenants with the grantee named herein that it is lawfully seized and possessed of said real estate, that it has a good and perfect right to sell and convey the same, and that the same is unencumbered and free of liens, except for the 1993 real estate taxes which shall be prorated.

Grantor further covenants and binds itself, its heirs and representatives, to warrant and forever defend the title to said real estate unto the said grantee named herein, its successors and assigns, against the lawful claims of all persons, whomsoever.

IN TESTIMONY WHEREOF, we have affixed our signatures, this 30th day of November, 1993.

REELFOOT BROADCASTING, INC

BY: *Halbert B. Dodd, II*
HALBERT B. DODD, II, President

ATTEST:

Robert R. Young, MD
ROBERT R. YOUNG, Secretary

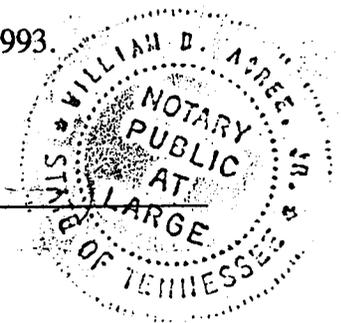
STATE OF TENNESSEE

COUNTY OF OBION

Personally appeared before me, the undersigned Notary Public, duly commissioned and qualified in said County and State, HALBERT B. DODD, II, with whom I am personally acquainted, and who acknowledged himself to be the President of **REELFOOT BROADCASTING, INC.**, and that he as such President, being authorized so to do, executed the foregoing instrument for the express purposes therein contained by signing the name of the corporation by himself as President.

Given under my hand and seal of office, this 30th day of November, 1993.

William B. Creech
Notary Public



My Commission Expires:

12-20-96

STATE OF TENNESSEE, OBION COUNTY

ASSESSOR OF PROPERTY

BY *Betty Luff*

FILED 12-2 19 93 AT 1:40 O'CLOCK

RECEIPT # 39908 \$1.00 FEE

MAP 27 GP _____ PR 33.01

COMPLETE PARTIAL _____

583

PERSON OR AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:

Twist States Broadcasting, Inc.
709 So. First St. Union City, TN 38261

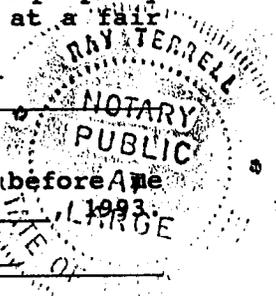
NAME AND ADDRESS OF PROPERTY OWNER:

Jan - 25 Abbe

STATE OF TENNESSEE
COUNTY OF OBION

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 5,000.00 which amount is equal to or greater than the property transferred would command at a fair voluntary sale.

[Signature]



SUBSCRIBED AND SWORN TO before me this 30 day of Nov., 1993.

[Signature]
Notary Public

My Commission Expires: 1-27-96

State of Tennessee, Obion County

This instrument was filed Dec. 2, 1993
Time 11:05 A.M., and recorded in Deed Book 22-V
Page 582-584. State Tax paid \$ 18.50 fee 1.00
Rec. Fee \$ 12.00 Total \$ 31.50.
Register [Signature] Receipt No. 1642
notarized 41 pg. 121

Optimus CD Player

~~PROD ROOM~~ 4105 CA
4105 CR

Optimus Cassett Deck

Compaq Production Computer - PROD ROOM

Media Touch Production Software] PROD ROOM

Marti Transmitter PROD ROOM 1 channel

MARTI Receiver

Otari MX Reel-to-Reel - PROD ROOM

Symetrix Power Amp - PROD ROOM

Valley Int. Mic Processor PROD ROOM

Patch Board - PROD ROOM

Arakis Production Board PROD ROOM

Arch rotator - PROD ROOM

Realistic Speakers-2 - PROD ROOM

Wire baskets-3 - PROD ROOM

- Shure SM2 Mic Headsets-2 Inside Sports Bag

Senhiser Headset-1 Inside Sports Bag

Sure MX6 Mixer-2 " " "

Behringer AMP - SPORTS BAG

AIM DC Power Adapter - SPORTS BAG

Motorola Bag Phone - SPORTS BAG -

AKG Mic/Cord SPORTS BAG

Various Cables - STORAGE ROOM

Bagphone/Antenna - SPORTS BAG

Handset telephones-2 SPORTS BAG

PROD ? Audio Wireless Mic System - PROD ROOM

~~Audio Technica Wireless Mic System~~

Daptor 2 Wireless Phoner Interface SPORTS BAG

Dry Erase Board-2 PROD ROOM

TM Century Production library - PROD ROOM 10 yrs old

D) RACK production

360 System - 2 1M CR 1M CR
 Digital Computer 105 CONTROL R
 Compaq Monitor 105 CR
 Oplong Software - Media Touch
 Valley Audio Mic Processor - 105
 Symetrex Stereo Amp 105
 Control Board Power Supply 105
 Mosley Stl y105 CR
 EBS System y105
 TTT EAS 911 y105
 Patch Board - y105
 Optimod 8100A y105
 Harris Rack y105
 Power Supplies (3) Prod Rom CR CR
 APC 500 Backup/Surge Protector CR
 Portable Speaker - y105
 RCA Speaker Monitors (2) y105
 Optimus Speakers (2) 105.7
 TV's - 2 y105 + Kitchen
 Vacuum Cleaner - Hallway
 Harris Transmitters - 2 1 at 104.9 XMITTER SITE
 1 at 105.7 XMITTER SITE
 Towers/Antenna Systems - 2
 Display Rack - 1 Hallway
 Air Conditioners - 2 104.9 - 105.7
 Sentry System (tower sites) - 2 104.9 and 105.7 TRANSMITTER SITE
 Generator - 1 - 105.7 SITE
 Digital Recorder ?
 Sure 55 Mic ?

HP Deskjet Printer PROD ROOM

Bulk Eraser — PROD ROOM

Sure Mic/Stand — PROD Michold

LG Computer/Sales Ready Software JENNIFER'S OFFICE.
TELE MARKETING

D-Link Switcher — JENNIFER DIAL

Zonet Switcher JENNIFER DIAL

Kingston Computer Hub — JENNIFER

Power Surge Protector (2) JENNIFER'S OFFICE FOR NETWORK
VLOS CONTROL ROOM

(2) UPS VLOS CONTROL

Lowrance Cabinets (2) RACKS JENNIFER'S OFFICE

Acer Computer — JENNIFER'S COMPUTER

? SIS Computer —

Clock — VLOS CONTROL ROOM

Series 2000 Sales Training Tapes ~~FOR~~ JC'S OFFICE

Partitions (2) JC OFFICE

Printer Stands (2) JC OFFICE

ATIS Weather Computer — STORAGE OFFICE

Comrex System — telephone SYSTEM

Power Supply — BACK FOR weather Computer

Marti Antenna — ~~FOR~~ @ ~~PROD ROOM~~ cell phone ANTENNA

Cellabs Interface

AC Adapter —

UPS Power Supply Backup — STORAGE CLUSE

Yaggi Marti Antenna —

HP Laserjet 5L —

Belar Amp — 105.7 CONTROL

Belar Mod Monitor 105.7

Belar Studio Monitor 105.7

(MARTI ANTENNA RING

~~PROD~~ 104.9 MOD MONITOR

104.9 studio Monitor 2 Speakers

Mosley Stl Link 105.7
 2 mic Stands — 105.7 CR
 Optimod 8100A Equalizer 105.7
 Pioneer Stereo Amp 105.7 CR
 Equipment Rack CR
 * Sure SM-58 Mic — CR 105.7
 Seinheiser HD 433 Headphone
 Seinheiser HD212 Pro Headphones (4)
 Arakis Board — 105.7
 * Seinheiser Mic
 Mic Stands (3) 105.7
 Headset Amplifier 105.7
 Sony CD Player 104.9
 Optimus Duel Cassett Deck 104.9
 ? Sure Mixer M-267 104.9 CR
 ? Broadcast tools duel stereo switcher 0
 Compaq Computer/Software-2 104.9 - 105.7
 Symetrix Stereo Amp 104.9
 Getner phone Interface-2 104.9 - 105.7
 Valley Audio Mic Processor 104.9
 ? VA Computer
 ADC Backup Power Supply 104.9
 ? HP laserjet 1100 computer —
 Sure M267 Mixer 104.9
 Pioneer CD Player 104.9
 Pioneer Double Cassett Deck 104.9
 Radio Systems audio board CR BOARD 104.9
 AKG Mic CR MIC 104.9

Remote Mix Sport JK audio Remote broadcasting unit (telephone interface spurs)

- STORAGE BUILDING
OLD BOXES
company Record

TOWER
COAX STL
COAX STL
MARTI ANTENNA
FM ANTENNA

-> SATELLITE DISH (NOT USED)

TOWER SITES

TOWER ANTENNA SUR 6 BAY ANTENNA
ERI
COAX STL ANTENNA

104.9 Bldg

FENCE

CONTENTS OF BLDG
NITROGEN TANK
(AC)
STL RECEIVER RACK

105.7 Bldg (Fence)
GENERATOR

NITROGEN TANK

STL RECEIVER (SCALA) ?

4 BAY

TUBES SPARE PARTS

ABC Radio Networks

November 10, 2004

Kathy Jo Roberts
General Manager
WYVY-FM
709 S 1st St #A
Union City, TN 38261-5044

Dear Kathy Jo:

As an affiliate of the ABC Radio Networks, we know the resources we provide are critical to your station. That's why over the past two years we have made significant improvements to our service including:

- Ongoing coverage on the War in Iraq and War on Terrorism Coverage -(Embedding radio-only correspondents Bob Schmidt, Aaron Katersky and Jim Ryan with the troops; sending Aaron Katersky back to Iraq for the one year anniversary).
- Greater focus on breaking news allowing us to regularly beat our competitors.
- Substantially increased status reports projected to exceed 16,000 one-minute reports this year (46% more than 2001).
- Expanded newscast show tops from major news locations including Baghdad, Jerusalem and points across America.
- Improved west coast coverage with the additions in 2003 of Gil Gross and Alex Stone in Los Angeles.
- More robust trial coverage through our exclusive radio relationship with Court TV.
- Better technology from the field allowing our reporters to provide you with high quality reports (we rarely use cell phones).

With these improvements come increased costs. Your station has been paying an affiliation fee of \$150.00 with no increase since February 1, 1997. Effective February 1, 2005 we are increasing your fee by \$25.00 per month to \$175.00.

Please call your Affiliate Relations representative with any questions you may have. Your station's contact is Tom J Evans at 212-735-1700.

Sincerely,



Ron Rivlin
Director, Affiliate Relations



**ABC ENTERTAINMENT RADIO NETWORK
AFFILIATION AGREEMENT**



August 3, 1994

TWIN STATES BROADCASTING
RADIO STATION: WKWT-FM **WVYV**
COMMUNITY OF LICENSE: UNION CITY, TN

COPIED & DIST'D
AUG 3 0 1994
AFFIL SVC. DEPT.

Dear Mr. Taylor:

The ABC Radio Network, Inc. (ABC) and your Radio Station WKWT-FM, hereby mutually agree on the following terms and conditions of affiliation.

I. NETWORK AFFILIATION AND NETWORK PROGRAMS

cc: ~~_____~~ DF
AFS
G

A. **FIRST CALL**

We will offer you, for radio broadcasting by your station, the first call on our ENTERTAINMENT Radio Network Basic News, Sports and Feature Service (hereinafter the "Basic Service") which we schedule for broadcast on a network basis in the community to which your station is licensed by the Federal Communications Commission. As used herein, the term "first call" is limited to the Basic Service at the scheduled broadcast time offered as a part of the ENTERTAINMENT Radio Network a) when such Basic Service is first made available to you or b) when subsequently, a new Basic Service is made available to you, and does not include programming set forth in Paragraph I.C. herein. Notwithstanding the foregoing, we shall have the right to authorize any radio broadcasting station, regardless of the community to which it is licensed by FCC, to broadcast any network presentation of a subject we deem to be of immediate National significance.

B. **BASIC NEWS, SPORTS AND FEATURES SERVICE**

We shall from time to time send you Advance Program Schedules and/or Program Bookings which shall indicate the programs available under our Basic Service to your station as an affiliate of the ENTERTAINMENT Radio Network. Our Basic Service to you will be limited to these Network programs. Unless specifically authorized by us in writing, you may not broadcast programs from any other ABC Radio Network service.

C. **SPECIAL PROGRAM ACCEPTANCE**

From time to time, we may offer you in addition to the Basic Service, a Special Program(s). You agree that you will advise us in writing, prior to the designated deadline specified in any offer relating to a Special Program, of your acceptance or rejection of that offer. In the event that you do not so advise us in writing, you shall forfeit your opportunity to broadcast the Special Program and we shall be free to offer the Special Program to any other station as we may elect. Acceptance by you of our offer of a Special Program shall constitute your agreement to broadcast such Special Program in accordance with the terms of this agreement.

RECEIVED AUG 3 0 1994

info already in system 8/30/94

D. PROGRAMS ASSOCIATED WITH AN ABC RADIO NETWORK OTHER THAN THIS AFFILIATION

From time to time we may, but shall be under no obligation, to offer to you for radio broadcasting by your station certain programs associated with one of the ABC Radio Network services other than the one with which you are currently affiliated. Acceptance by you in writing of such an offer made by us in writing shall constitute an agreement between you and us to broadcast any such program(s) in accordance with all applicable terms and conditions of this agreement.

E. BROADCAST OF NETWORK PROGRAMS

1. Except as provided in E.2. and E.3. herein, you agree to broadcast in their entirety, including, but not limited to, the network commercials, network identifications, program promotional material or credit announcements, all Network Programs (defined as the Basic Service, Special Programs, and programs pursuant to Paragraph I.D. herein) which we offer to you and which you accept, and except for the inclusion of local announcements or programming in periods designated by us as available for such material, you agree to broadcast such Network Programs without interruption, deletion, or addition of any kind. We may at any time substitute for any scheduled Network Program another Network Program. Nothing contained in this agreement shall be construed to prevent or hinder us, upon notice to you as soon as practicable, from cancelling or adding any Network Program(s).

2. You agree that you will carry every network commercial fed to you by us, even if you do not accept a Network Program unless you reasonably believe such commercial to be unsuitable for broadcast in your community. Such commercials shall be carried at a time within the agreed upon limits set forth in the Declaration of Clearance agreement between you and us. The Declaration of Clearance shall have the same force and effect as the provisions of this agreement. Except as provided herein, in the event you fail to carry any such commercial, we shall have the right to terminate this agreement upon two (2) weeks written notice.

3. With respect to Network Programs, nothing herein contained shall be construed to prevent or hinder you from (1) rejecting or refusing a Network Program(s) which you reasonably believe to be unsuitable for broadcast in your community, or (b) substituting a program which, in your opinion, is of greater local or national importance. You shall give us prompt written notification of any such refusal, rejection or substitution.

4. We may from time to time offer you Network programs that are sustaining or local spot carrier programs. Such programs may not be interrupted for commercial announcements unless we have designated periods of time available for local sale. You agree to abide by any restrictions we have specified with respect to such local availabilities.

F. DELAYED BROADCAST OF NETWORK PROGRAMS

You agree that no Network Program fed you by us will be broadcast on a delayed basis without our prior approval.

G. NETWORK PROGRAM DELIVERY

Network programs will be delivered to you via satellite. The cost of delivering the signal to your satellite earth station receiver shall be borne by ABC. The cost of any receiving equipment as well as the cost of delivering the signal from your satellite earth station receiver to your transmitter and/or studio facilities shall be borne totally by you.

II. STATION COMPENSATION

It is hereby agreed between us that your station shall receive no compensation whatever from us for the broadcast of any programming which we provide to you pursuant to this agreement.

III. GENERAL

1. You will submit reports in writing on forms provided by us not later than the deadline data specified on such forms, or 10 days after receipt of such forms, whichever is earlier. These reports will cover Network Programs and commercials broadcast by your station as we may request, including, but not limited to the Declaration of Clearance and Affidavits of Performance. Failure to submit such forms within ten (10) days after the end of the applicable broadcast period shall constitute a material breach of this agreement and we shall have the right, if we so elect, to terminate this agreement upon two (2) weeks written notice.
2. You are responsible for the strict accuracy of your Affidavits of Performance. If a Radar (or other monitoring service) audit determines that a commercial was not broadcast at the time indicated in your Affidavit of Performance, the discrepancy shall be deemed a material breach of this agreement and we shall have the right to terminate this agreement upon two (2) weeks prior written notice.
3. Subject to the provisions of Schedule A to this agreement, neither you nor ourselves shall incur any liability hereunder because of our failure to deliver, or your failure to broadcast, any or all Network Programs due to:
 - a) failure of facilities
 - b) labor disputes, or
 - c) causes beyond the control of the party so failing to broadcast or deliver.
4. All questions or discrepancies regarding compensation must be presented to the Network in writing within six (6) months of the period in question or within six (6) months of the receipt of payment for the broadcast month in question, whichever is greater, otherwise, all payments and/or penalties shall be deemed accepted and correct by you.
5. In the event that you at any time file an application to change your community of license or your transmitter location or power or change your frequency or hours of operation, or you make a change in program format of your station, you agree to notify us, in writing, within forty-eight (48) hours, and we shall have the right at any time from the date of such notice until six (6) months thereafter, to terminate this agreement effective upon thirty (30) days prior written notice.
6. You agree not to authorize, cause, permit or enable anything to be done, including, but not limited to, cablecasting, whereby any Network Program which we supply to you herein may be used for any purpose other than broadcasting by your station in the community to which it is licensed, which broadcast is intended for reception by the general public in places to which no admission is charged, without our prior written approval. You further agree not to authorize, cause, permit or enable anything to be done whereby any Network Program which we supply to you herein is rebroadcast over a translator outside the community to which your station is licensed.

7. Except for Network Programs which we feed to your station with the express understanding that you may tape them for subsequent broadcast, you agree not to authorize, cause, permit or enable anything to be done whereby a tape (other than a logger tape) is made or a recording is broadcast, of a program which has been or is being, broadcast on our network.
8. You agree to maintain for your radio station such licenses, including performing rights licenses as now are or hereafter may be in general use by radio broadcasting stations and necessary for you to broadcast the radio programs which we furnish to you hereunder.
9. You may not assign or transfer any of the rights or privileges granted to you under this agreement without our prior consent in writing. You further agree that if any application is made to the Federal Communications Commission pertaining to any assignment or transfer of control of your license, or any interest therein, you will notify us, in writing, immediately. You also agree, if we consent to such transfer following such notice from you, that if you assign or transfer control of your station license, you will procure and deliver to us, in form satisfactory to us, the agreement of the proposed assignee or transferee that, upon consummation of the assignment or transfer of control of your station's authorization, the assignee or transferee will assume and perform this agreement in its entirety without limitation of any kind.
10. You agree that in the event your station ceases operation for any reason, you will notify us immediately and we shall have the right, if we so desire, to terminate this agreement upon forty-eight (48) hours written notice.
11. No inducements, representations or warranties except as specifically set forth herein have been made by any of the parties to this agreement. This agreement, including Schedules and the Declaration of Clearance constitutes the entire contract between the parties hereto and supersedes any and all prior affiliation agreements, broadcasting commitments, or any other understandings between us of whatever nature. No provision of this agreement shall be changed or modified, nor shall this agreement be discharged in whole or in part, except by an agreement in writing, signed by the party against whom the change, modification or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this agreement be effective and binding unless such waiver shall be in writing and signed by the party against whom the waiver is asserted; and no waiver of any provision of this agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or of any other provision.
12. This agreement shall be governed by and construed in accordance with the laws of the State of New York.
13. All notices hereunder may be given by regular mail, and shall be deemed given as of the date of deposit in the United States mail, at the respective addresses of ABC and Station as set forth in the Agreement or at such other addresses as may be designated in writing by either party. Other methods of giving notice, such as telecopy, or registered or certified mail, may be used.

IV. TERM

The term of this agreement shall be from the 15th day of August 1994 to and including the 11th day of August 1996. The agreement shall be automatically renewed on the same terms and conditions for additional consecutive periods of two (2) years each, unless and until either party shall give the other party written notice not less than ninety (90) days prior to the expiration of the then current period that it elects not to have the agreement renewed. During the term, including any renewal period, either party shall have the right to terminate the agreement effective at any time upon not less than ninety (90) days written notice to the other party.

If, after examination, you find that the arrangement here proposed is satisfactory to you, please indicate your acceptance by signing in the space provided below.

Very sincerely yours,

ABC RADIO NETWORK, INC.

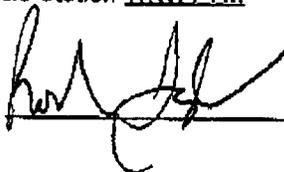
By 
Senior Vice President

Accepted this _____ day of _____ 19 ____.

TWIN STATES BROADCASTING

UNION CITY, TN

Radio Station WKWT-FM

By 

**PAUL HARVEY
ADDENDUM**

TWIN States Broadcasting ^(M)
~~HALBERT B. GORDON II~~ ~~President~~
UNION CITY, TN
WKWT-FM

Reference is made to the ABC Entertainment Radio Network Affiliation Agreement (the "Agreement") between WKWT-FM Radio and us dated August 3, 1994 as of August 15, 1994.

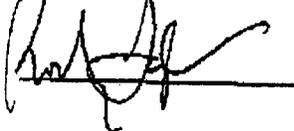
Pursuant to Paragraph I.C. thereof, we hereby offer you and you agree to accept the "Paul Harvey News and Commentary" programs and "Paul Harvey's The Rest of the Story" for broadcast at times acceptable to ABC Radio.

All terms and conditions of the Agreement will apply to the broadcast of the programs referred to herein.

It is specifically understood that we may terminate this agreement granting you the right to broadcast the "Paul Harvey News and Commentary" programs and "Paul Harvey's The Rest of the Story" at any time upon not less than sixty (60) days written notice. Following such termination, you will no longer broadcast and you agree not to broadcast the "Paul Harvey News and Commentary" and "Paul Harvey's The Rest of the Story".

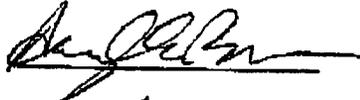
AGREED TO:

WKWT-FM
General Manager



Date: _____

Darryl E. Brown, Senior Vice President
ABC Radio Networks



Date: 8/26/94

AP MEMBERSHIP AGREEMENT FOR RADIO

THIS AGREEMENT made as of this 18th day of July, 2000, between THE ASSOCIATED PRESS, a not-for-profit corporation, with offices at 1825 K Street NW, Washington, D.C. 20006 ("AP") and Twin States Broadcasting, Inc., a Tennessee corporation with offices at 709 South First Street Union City, TN 38261 (the "Member"), owner(s), lessee(s) and/or licensee(s) of the radio station(s) listed in Attachment A or any addendum thereto, hereinafter referred to as "Stations(s)".

WITNESSETH:

WHEREAS, AP is a not-for-profit news cooperative in the business of providing and receiving certain news, photo, audio, video and other news and information services, and has the right to distribute in whole or in part, the news and information gathered by AP and its members:

WHEREAS, Member is interested in sharing its news and information with AP for use in the news services of AP and its subsidiaries and would like to become a member of AP, receive the Report (as hereinafter defined) and incorporate information and intelligence derived from the Report into its programming broadcast over the Station(s);

WHEREAS, AP desires to grant, and Member desires to obtain, a license to use the Report subject to the terms and conditions set forth herein; and

WHEREAS, AP may offer Member the right to license the use of AP Software (as hereinafter defined) at the option of Member for the purposes of receiving the Report.

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth in this Agreement, the parties hereby agree as follows:

GRANT OF LICENSE. AP hereby grants to Member a non-exclusive, limited license to publicly perform the type of news report listed in Attachment A and/or any addendum thereto (the "Report") in audio programming broadcast solely over the Station(s) in accordance with the following terms and conditions set forth herein. In addition, should Member exercise its option to receive delivery of the Report by means of the AP software program(s) ("AP Software") as set forth in Section 4 herein, AP hereby grants Member a non-exclusive license to use the AP Software on a single personal computer or computer network installed at Member's premises in accordance with the terms set forth herein. AP shall retain all right, title and interest in and to the Report and AP Software, including, without limitation, to the copyrights therein.

ASSESSMENT. In consideration for the license granted hereunder to use the Report and, if applicable, the license to use the AP Software, Member will pay AP monthly in advance the amount set forth in Attachment A (the "Assessment(s)"). In the event the Station(s) are sold and owned separately pursuant to Section 11 herein or additional station(s) are purchased by Member during the term of this Agreement, changes in the monthly Assessment owed by Member shall be reflected in an addendum to Attachment A, unless such Assessment is otherwise fixed by the AP Board of Directors as provided in the By-Laws of AP.

TERM. The term of this Agreement shall commence on the date set forth in Attachment A (the "Effective Date"). The Agreement shall continue in effect for a term of two years from the Effective Date and shall remain in effect for successive two-year terms, unless earlier terminated as provided herein. If AP for any reason suspends the delivery of the Report to Member during any term, the period of suspension shall be added to such term. Either party may terminate this Agreement, effective at the end of the first or any subsequent term, by written notice submitted to the other by certified mail, return receipt requested, not less than 180 days prior to the end of such term. Upon execution of this Agreement and for so long as this Agreement remains in effect, Member shall be deemed a member of AP.

ADDITIONAL TERMS. This Agreement shall be subject to the attached standard membership terms and conditions, which Member acknowledges it has read and to which it has agreed. This Agreement shall serve as Member's application and certificate for associate membership in AP.

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

TWIN STATES BROADCASTING, INC.
WYVY-FM

By: [Signature]
Name: **RODNEY TAYLOR**
Title: **PRESIDENT**

THE ASSOCIATED PRESS

By: [Signature]
Name: **GREGORY E. GROCE**
Title: **ASSISTANT SECRETARY**

at Washington, D.C.

55 Music Square East
Nashville, TN 37203
Phone: 615-320-0055
Fax: 615-321-6292
Email: scarpenter@sesac.com

SESAC, Inc.

Fax

To: Don Wilson	From: Steve Carpenter
Fax: 731-885-0250 & 731-885-0017	Pages: 7 (including this cover page)
Phone:	Date: 10/26/2005
Re: SESAC Performance License	CC:

In accordance with your request:

I am faxing to your attention the SESAC Performance License for WYVY – FM & WQAK – FM.

If you have any questions, please contact me by email at scarpenter@sesac.com, or call me at 800-826-9986, extension 3087.

Sincerely,

Steve Carpenter

Client Relations Representative

This transmission is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

3:07:03 PM

10/26/2005

SESAC

Fax:615-321-6292

Oct 26 2005 15:15

P.02

SESAC, INC. BROADCASTING PERFORMANCE LICENSE ASSUMPTION AGREEMENT

New York, New York
June 30, 1994

AGREEMENT made in New York, New York on June 30, 1994, between SESAC, Inc. ("SESAC"), a New York corporation with offices at 421 West 54th Street, New York, New York 10019 and Twin States Broadcasting Inc. ("New Owner"),

CHECK PROPER BOX AND COMPLETE:

a corporation duly organized and existing under the Laws of the State of TENNESSEE

a partnership composed of _____

An individual residing at _____

with principal offices at 709 S. FIRST STREET
City of UNION CITY, State of TN, Zip code 38251

The Parties hereto mutually agree as follows:

WHEREAS, Reelfoot Broadcasting, Inc. ("Old Owner") has assigned to New Owner and New Owner has assumed the FCC license for Station WKWT (FM), P.O. Box 602, Union City, TN, and

WHEREAS, Old Owner has also assigned and New Owner has also assumed the SESAC Broadcasting Performance License dated May 27, 1981 for said station effective as of December 1, 1993, 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 December 1, 1993; 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.

Twin States Broadcasting Inc.
New Owner (Corporate Name)

SESAC, Inc.

By: [Signature]

By: [Signature]

Title: PRESIDENT

Title: President and C.O.O.

Rodney Taylor, President

Printed Name and Title of Person Signing Above

09-41-01076

SESAC

Fax:615-321-6292

Oct 26 2005 15:15

P.03

SESAC BROADCASTING PERFORMANCE LICENSE FOR FM STATIONS

AGREEMENT made this 27 day of May 19 81, in New York, N.Y.

between Realfoot Broadcasting, Inc. Business Address Box 502 Union City, TN 38261

(hereinafter called LICENSOR), and SESAC, Inc. a New York Corporation, having its principal office at 10 Columbia Circle, New York, N.Y. 10019 (hereinafter called LICENSEE).

LICENSEE has entered into agreements with writers, publishers and organizations whereby performance rights vested in, and/or controlled by said writers, publishers and organizations have been assigned to LICENSEE for varying periods.

LICENSEE is empowered to authorize, license, prohibit, supervise and control performances of musical compositions, musical dramatic works, and dramatic works.

LICENSEE is engaged in non-visual space radio broadcasting over FM station(s) licensed by the Federal Communications Commission as follows:

Table with 3 columns: FM Station Call Letters, Location, Highest One-Minute Spot Rate. Row 1: WJZZ-FM, Union City, TN, \$5.00

The parties hereto mutually agree as follows:

1. LICENSEE grants and makes available to LICENSEE and LICENSEE accepts, a non-exclusive license and right to publicly perform only by non-visual broadcasting over the FM space radio station(s) mentioned hereinabove, whether hereinafter known by said call letters or any other call letters, (including AM, Television and/or any experimental station of any kind or background music service by means of Multiple Simultaneous Access Device) such non-dramatic musical compositions as LICENSEE may during the period hereof have the right to license.

2. "GRAND RIGHTS" are included in this grant. "GRAND RIGHTS" include: the right to perform in whole or in part, dramatic-musical and dramatic works (i.e., dramas, plays, operas, operettas, revues, musical comedies, sketches and like productions), symphonic works, cantatas, oratorios, etc.

3. LICENSEE hereby agrees to furnish to LICENSEE, upon request, copies of its program records, logs, and all other records relating to musical compositions performed on said station(s).

4. LICENSEE reserves the right to permit or prohibit the performance of non-dramatic musical compositions granted in Paragraph 1 above, provided that the total of such limitations shall not exceed twenty percent (20%) of the said grant.

5. (a) LICENSEE hereby agrees to pay to LICENSEE for this license an annual fee of Two hundred four dollars (\$204.00)

which shall be payable in advance in twelve equal monthly installments of Seventeen dollars and fifty cents (\$17.50) on the FIRST day of each month, for the duration of this agreement.

(b) During any contract year either during the initial or renewal term hereof, should LICENSEE's highest one-minute spot rate differ from that set forth in effect upon the execution of this agreement, LICENSEE shall, for the next ensuing contract year shall be adjusted in accordance with LICENSEE's schedule of rates for LICENSEE's market classification in effect as of the first day of said subsequent contract year. In the event of such rate change in LICENSEE's applicable spot rate during any contract year, the last change during said contract year shall govern LICENSEE's fee for the next ensuing contract year, should an increase in LICENSEE's fee result from a change in LICENSEE's schedule of rates. LICENSEE shall have the right to terminate this agreement effective as of the date of such increase, provided that written notice of termination by Certified Mail is given to LICENSEE within thirty (30) days after written notice of such increase is sent to LICENSEE by Certified Mail.

6. In the event that LICENSEE is in arrears for any one or more monthly payments, as stipulated herein, for more than 30 days, or has breached any of the other terms of this agreement, or in the event that LICENSEE is adjudicated bankrupt, or is declared or becomes insolvent, LICENSEE may in any of said events at its election cancel this license.

7. Nothing herein contained shall be construed as permitting LICENSEE to grant to others the right to broadcast, retransmit, reproduce or perform publicly (for profit or otherwise) by any means, method, or process whatsoever, any of the musical compositions referred to above, or as permitting any licensee of the broadcast of any musical composition to retransmit, license, perform or reproduce the same for profit or otherwise, by any means, method, or process whatsoever, without first obtaining a written license from LICENSEE. LICENSEE shall have no right to perform or otherwise utilize any musical composition covered under this agreement except as herein specified.

8. This agreement is to be and remain in full force and effect for a license period of five (5) years from September 1 19 81 to August 31 19 86, except that in the event that commercial operation of LICENSEE's radio station shall not commence on the first of the month following the date which commercial operation of the station shall begin and shall continue for a period of five (5) years from such later date.

If commercial operation of said station shall not have begun at the commencement date first above specified in the Paragraph, LICENSEE shall give written notice to LICENSEE of the actual date of commencement of commercial operation of the station, by United States Certified Mail within 10 days after the date such commercial operation begins and upon failure of LICENSEE to so notify LICENSEE, LICENSEE agrees to make payments hereunder at the rate specified in Paragraph 5 from the commencement date first above specified in this Paragraph and for a period of five (5) years thereafter.

This contract will automatically continue in force upon all of the same terms and conditions contained herein for successive five (5) year periods following expiration of the first five-year period of this contract; provided however, that either party may cancel and terminate this agreement on and at the end of the first five-year contract period, or on and at the end of any subsequent five-year renewal period, by giving to the other party by United States Certified Mail written notice of intention to do so, at least ninety days prior to the date upon which any such cancellation shall become effective.

9. This license contract has been read and is understood by both parties and cancels the whole agreement of the parties. No waiver or modification hereof shall be valid unless in writing, executed with the same formality as this instrument. No waiver of any breach of this contract shall be deemed a waiver of any subsequent breach of the same nature. There are no representations, promises or covenants other than contained herein.

10. This agreement shall be construed in accordance with the laws of the State of New York and with applicable Federal laws, and may not be changed, modified or concealed orally.

11. This agreement shall not be valid unless executed in the name of LICENSEE by its President, Vice President, Treasurer or Authorized Signatory, and shall be binding upon and inure to the benefit of the respective legal representatives or successors and assigns of all parties hereto, but no assignment shall release the parties hereto of their respective obligations hereunder.

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



FM-R-102 (1/80)

Realfoot Broadcasting, Inc. By: [Signature] (L.S.) Title: [Signature] SESAC, Inc. Licensee By: [Signature] (L.S.) Title: [Signature]

09-41-01076

SESAC

Fax: 615-321-6292

Oct 26 2005 15:16

P. 04

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SESAC, INC.
RADIO BROADCASTING PERFORMANCE LICENSE

AGREEMENT made September 08, 1997 in New York, between SESAC, Inc., doing business as SESAC, Inc., 421 West 54th Street, New York, New York, 10019 ("SESAC") and Twin States Broadcasting Inc. ("LICENSEE");

CHECK PROPER BOX AND COMPLETE:

- a corporation duly organized and existing under the Laws of the State of TENNESSEE;
- a partnership composed of _____;
- an individual residing at _____

with offices at 709 S. 1st, City of Union City, State of TN, Zip Code _____

The parties hereto mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of January 1, 1996 SESAC grants to LICENSEE and LICENSEE accepts, a non-exclusive license to publicly perform such non-dramatic musical compositions as SESAC may during the period hereof have the right to so license solely by radio broadcasting on the following radio station (the "Station"):

Current Call letters: WWUC Frequency: 105.7

FCC City of License: Union City, TN

Station's Metro Survey Area as ("MSA") NA and 12+ population NA as designated by Arbitron.

County in which the FCC City of License is located Obion and the 1990 U.S. Census County Population 31,717.

Station's High One Minute Spot Rate as reported to SESAC ("Spot Rate") \$ 7.50

Annual Fee For First Contract Year of this Agreement as provided in Paragraph 3. below: \$ 480

2. LIMITATION OF GRANT

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

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SESAC

Fax: 615-321-6292

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P.05

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

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

3. LICENSE FEE

A. In consideration of the grant of rights herein, for each year of this Agreement, LICENSEE shall pay to SESAC an annual license fee as determined by the SESAC's Schedule of Annual Performance License Fees For Radio ("Fee Schedule") then in effect.

B. LICENSEE represents and warrants that the Station's high one minute spot rate contained in Paragraph 1. above is true and correct.

C. Thirty days before the beginning of each contract year of this Agreement LICENSEE shall notify SESAC of its current high one minute spot rate. LICENSEE's annual fee for the next ensuing contract year shall be adjusted in accordance with the FEE SCHEDULE to reflect any change in the Station's Spot Rate, population or MSA from that set forth in Paragraph 1.A. If LICENSEE shall fail to report its current high one minute spot rate, then LICENSEE's fee for the next ensuing contract year shall be increased by eight percent (8%) above the fee set forth in the FEE SCHEDULE.

D. In the event that LICENSEE's fee shall increase as a result from a change in the FEE SCHEDULE, LICENSEE shall have the right to terminate this Agreement effective as of the date of such increase, provided that written notice of termination by Certified Mail, return receipt requested is given to SESAC within thirty (30) days after SESAC sends by certified mail written notice of such change to LICENSEE.

E. Each annual license fee shall be paid as follows:

CHECK ONE:

- Annually, on or before the first day of each contract year;
- Semi-Annually, on or before the first day of each semi-annual period of each contract year;
- Quarterly, on or before the first day of each quarter of each contract year; or
- Monthly, on or before the first day of each month of each contract year.

SESAC

Fax:615-321-6292

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P.06

F. In the event that SESAC is determined by the taxing authority or courts of any state in which LICENSEE conducts its operations to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of demand therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.

4. BREACH AND CURE, LATE PAYMENT CHARGE

A. In the event LICENSEE is in arrears for any payment or has breached any other term of this agreement, SESAC may give LICENSEE thirty (30) days notice in writing to cure such breach or default. In the event that the breach or default is not cured within thirty (30) days of such notice, SESAC may at its election, cancel and terminate this agreement.

B. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any payment not received by SESAC within thirty days of billing therefor.

5. REPORTING OF WORKS; RIGHT OF VERIFICATION

A. LICENSEE shall furnish to SESAC, upon request, copies of its program records, logs, and all other records relating to the musical compositions performed on the station.

B. SESAC shall have the right on ten (10) days prior written notice, to examine during customary business hours, LICENSEE's books and records to such extent as may be necessary to verify any and all payments, statements, computations and reports rendered and accountings made or required hereunder. All data and information brought to SESAC's attention as a result of any examination shall be treated as confidential.

6. TERM OF LICENSE

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

B. Notwithstanding anything to the contrary contained herein, SESAC may cancel and terminate this agreement:

(i) at any time upon written notice in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or

(ii) upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

7. CONTRACT CONSTRUCTION

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

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

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

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

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

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

LICENSEE

BY:

TYPE NAME: Rodney Taylor

TITLE: General Manager

RADIO.LIC(1/93)AM1B

09-41-01056

SESAC, Inc.

BY:

TITLE: Managing Account Executive

I.D.# 15314

ON 0VSE3
10 21 2005