

TIME BROKERAGE AGREEMENT

Entered into Between

MCDUGALD BROADCASTING CORPORATION

[TIME BROKER]

and

WOMAN'S WORLD BROADCASTING, INC.

[LICENSEE]

**CONCERNING RADIO BROADCAST STATIONS
WTSH-FM ROCKMART, GA AND WGJK AM
ROME GA**

MODIFIED 11/27/2006

TABLE OF CONTENTS

1. PROGRAMMING	1
2. CHARGES AND PAYMENTS	2
3. TERM	2
4. EFFECTIVE DATE	2
5. PROGRAMMING STANDARDS; RECORD KEEPING	2
6. EXPENSES	3
7. OPERATION OF STATIONS	4
8. SPECIAL EVENTS	5
9. FORCE MAJEURE	5
10. RIGHT TO USE THE PROGRAMMING	5
11. PAYOLA	5
12. COMPLIANCE WITH LAW	5
13. INDEMNIFICATION; WARRANTY	5
14. EVENTS OF DEFAULT	6
15. RESTRICTIVE COVENANTS	7
16. REPRESENTATIONS	7
17. MODIFICATION AND WAIVER	7
18. NO WAIVER: REMEDIES CUMULATIVE	7
19. CONSTRUCTION; COMPLIANCE WITH FCC REQUIREMENTS	7
20. REQUIRED CERTIFICATIONS	8
20.1. By Licensee	8
20.2. By Time Broker	8
21. TERMINATION	8
22. HEADINGS	9
23. SUCCESSORS AND ASSIGNS	9
24. COUNTERPART SIGNATURES	9
25. NOTICES	9
26. ENTIRE AGREEMENT	10
27. SEVERABILITY	10
28. FURTHER ASSURANCES	10
29. NO JOINT VENTURE	10
30. NO RESTRICTIONS OR REQUIRED APPROVALS	11

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT ("Agreement") is entered into this 1st day of September, 2004, by and between McDougald Broadcasting Corporation., a Georgia corporation ("Time Broker"), and Woman's World Broadcasting, Inc., a Georgia corporation ("Licensee").

WITNESSETH:

WHEREAS, Licensee owns and operates radio broadcast station WTSH-FM, Rockmart, Georgia ("Station"). And WGJK AM Rome, Ga pursuant to a valid license and related authorizations issued by the Federal Communications Commission ("FCC" or the "Commission"), and desires to provide high-quality informational and entertainment programming in its service area;

WHEREAS, Time Broker is an experienced broadcaster and desires to purchase the available schedule of the Stations broadcast time;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, Time Broker and Licensee, intending to be legally bound, agree as follows:

1. PROGRAMMING.

1.1. Subject to the rules and policies of the FCC, Licensee agrees to provide broadcast assistance services to Time Broker, to make broadcast time on Station available to Time Broker, and to broadcast on the Station, or cause to be broadcast, a weekly schedule of programming presented to it by Time Broker. This will include music and other entertainment programs, non-entertainment programs and commercials as selected by Time Broker in its reasonable discretion (the "Programming"). The Programming will be broadcast during the entire broadcast schedule of the Station, except for those hours reserved by Licensee as set forth below.

1.2. Licensee shall produce or present up to two (2) hours a week of programs to be broadcast on the Station according to a schedule to be mutually established by Time Broker and Licensee or at such other times as Licensee reasonably deems necessary to meet the needs of the Station's listeners. Those programs may also be produced, presented or broadcast jointly by Licensee and Time Broker. Licensee's public affairs programming shall respond to the issues, needs and interests of the communities of license for the Station, which Licensee has ascertained, and shall be presented at times deemed by Licensee to best meet its listeners' needs. Licensee shall maintain a public inspection file and shall compile quarterly Issues/Programs Lists as required by the rules and regulations of the FCC. Time Broker shall give Licensee copies on a weekly basis of all operating and programming information necessary to maintain those records required to be kept by the FCC's rules and policies, including EAS announcements, station operating logs and daily program logs.

1.3. Time Broker shall broadcast (a) an announcement in compliance with FCC rules and policies at the beginning of each hour to identify the Stations call sign and community of

period to indicate that program time has been purchased by Time Broker, and (c) any other announcement that may be required by law, regulation, or Station policy.

1.4. Time Broker shall insert in each week's Programming, without charge to Licensee, not less than sixty (60) public service announcements ("PSAs"), each of which will not exceed six (6) seconds in duration. Such PSAs shall be selected by Licensee in its sole discretion to meet its community service obligations, and the insertion of such PSAs in the Programming shall not entitle Time Broker to any payment credits.

1.5. Time Broker will maintain the ability to deliver the Programming to Licensee's transmitter site by means acceptable to Licensee, and in accordance with FCC technical standards.

2. CHARGES AND PAYMENTS. Time Broker agrees to pay Licensee the amounts specified in Attachment 1 for broadcast of the Programming. Time Broker shall be entitled to receive all revenues from its sale of broadcast time on the Station.

3. TERM. The term of this Agreement shall be for a period of three (3) years from the Effective Date of this Agreement as specified in Section 4 below (the "Initial Term"), unless terminated, renewed or extended by the parties in accordance with the terms of this Agreement. By mutual agreement of the parties, this Agreement will automatically renew upon expiration of the Initial Term for one additional of three (3) year term (the "Renewal Term") on the same terms and conditions as set forth in this Agreement.

4. EFFECTIVE DATE. The Station's broadcast of Programming produced by Time Broker shall begin at 12:01 a.m. Eastern Standard Time on September 1, 2004.

5. PROGRAMMING STANDARDS: RECORD KEEPING.

5.1. Time Broker shall furnish the artistic personnel and material in broadcast-ready form for the Programming. All Programming shall comply with applicable statutes and FCC rules, policies and requirements and with Licensee's programming policies set forth in Attachment 2. Time Broker further agrees that Licensee may preempt any specific program which Licensee reasonably believes to be unsuitable or contrary to the public interest: provided, however, that Licensee will use reasonable efforts to give prior advance notice to Time Broker of Licensee's election to preempt and to provide Time Broker with an opportunity to supply alternative programming.

5.2. During the term of this Agreement, Time Broker shall maintain and deliver to the Station records and information required by the FCC to be placed in the public inspection files of the Station pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1930, 73.1940 - 73.1944, and 73.3526 of the FCC's rules, and records and information pertaining to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules. Time Broker shall also consult with Licensee and adhere to statutes and the rules, regulations and policies of the FCC and with the policies set

forth in Attachment 2 with respect to the carriage of political advertisements and programming (including the rights of candidates and, as appropriate, others to "equal opportunities" and the carriage of contrasting points of view- as mandated by any "fairness" rules with respect to such "issue-oriented" advertising or programming as may be broadcast) and the charges permitted therefore. At least thirty (30) days before the start of an primary or regular election campaign, Time Broker will clear with Licensee's General Manager the rate Time Broker will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformance with applicable law and policy of the Station. Within twenty-four (24) hours of any request to purchase time in the Programming for or on behalf of a candidate for public office or to support or urge defeat of a ballot issue, Time Broker will report the request to the Station General Manager so that appropriate records may be kept as to the request for such time and its disposition.

5.3. Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with Time Broker's programs. Licensee shall, however, be advised promptly by Time Broker of any public or FCC complaint or inquiry concerning such programming, and Licensee shall be given the originals of any letters from the public, including complaints it receives concerning such programming, for inclusion in the Station's public inspection and records file(s) as required by the FCC.

6. EXPENSES.

6.1. Time Broker shall be responsible for the costs specified in Attachment 3 and those costs associated with the production and development of the Programming, and the sale of air time on the Station during hours in which the Programming airs.

6.2. All equipment necessary for broadcasting by the Station shall be maintained by Licensee in a condition consistent with good engineering practices and in compliance in all material respects with the applicable rules, regulations and technical standards of the FCC, and all capital expenditures reasonably required to maintain the technical quality of the Station's signals shall be made in a timely fashion.

6.3. Subject to Attachment 1, Licensee will be solely responsible for payment of all Station's expenses necessary to fulfill Licensee's FCC obligations and to transmit the Programming, and will be responsible for the salaries, taxes, insurance and related costs for the Licensee's employees. Without limiting the generality of the foregoing, Licensee will be responsible for all costs associated with the maintenance of Station's towers, transmitters and antennae, electrical power at the Station's main studios and from the studios to the transmitter sites, lighting, heating and cooling at the Station's main studios and transmitter sites, maintenance of the Station's local public inspection and public records files, rent, and all other expenses associated with maintaining the Station's main studios.

7. OPERATION OF STATION.

7.1. Licensee shall retain full authority with respect to the operation of the Station during the period of this Agreement and warrants to Time Broker that it will take any and all steps necessary to faithfully and continuously do so throughout the term of this Agreement.

7.2. Subject to Attachment I, Licensee shall provide and pay the costs of (a) one employee, who shall report and be accountable solely to Licensee, and (b) such other administrative and personnel as are necessary to fulfill its obligations to the FCC and under this Agreement.

7.3. Licensee shall maintain a meaningful management presence at the Station in full compliance with FCC requirements.

7.4. Licensee shall retain control over the policies, programming and operations of the Station, including the right to preempt any Programming in order to broadcast a program deemed by Licensee to be of greater national, regional or local interest, and the right to take any other actions necessary to comply with the laws of the United States, the State of New York, and the rules, regulations, and policies of the FCC, including its prohibition against unauthorized transfers of control.

7.5. Licensee shall be responsible for meeting all of its requirements with respect to its local service obligations including compliance with station identification requirements, maintaining a fully operational main studio in accordance with the Commission's rules as provided in Attachment 1, and broadcasting issue-responsive programming.

7.6. Licensee represents and warrants that the rights granted to Time Broker will not conflict with, or result in a breach of the terms and provisions of, any agreement or instrument, including any ancillary broadcast rights, to which Licensee is a party or by which Licensee is bound.

7.7. Time Broker shall not represent, warrant or hold itself out as the Station's Licensee and shall sell all its advertising time and enter into all agreements in its own name.

7.8. Licensee may refuse to broadcast any program or programs containing matter which is, or which a third part claims to be, violative of its rights or which constitutes a personal attack as the term is defined by the FCC.

8. SPECIAL EVENTS. Licensee reserves the right, in its good faith discretion, to preempt any of Time Broker's programs, and to use part or all of the time contracted for by Time Broker hereunder, to broadcast events of special importance that the Licensee believes in good faith are necessary in the public interest to be broadcast on the Station: provided, that Licensee shall exercise this right solely to fulfill its obligations as an FCC Licensee and not for its own commercial advantage. In all such cases, Licensee will use its best efforts to give the Time Broker reasonable notice of its intention to preempt such broadcast or broadcasts, and, in the event of such preemption, Time Broker shall receive from the Licensee, a pro rata adjustment to the monthly fee in accordance with the length of time of such preemption.

9. FORCE MAJEURE. Any failure to broadcast at the Station's full authorized height and power level or any delays or interruptions due to acts of God or force majeure or due to causes beyond the control of Licensee shall not constitute a breach of this Agreement; however, a payment credit for time or broadcasts not provided shall be given as specified in Attachment 1.

Notwithstanding the above, if the failure or interruption continues for a period of more than thirty (30) days. Time Broker shall have the right to terminate this Agreement; provided, however, that Time Broker is not then in material breach of this Agreement.

10. RIGHT TO USE THE PROGRAMMING. The right to use the Programming during the term of this Agreement and to authorize its use in any manner and in any media whatsoever shall be and remain vested solely in Time Broker.

11. PAYOLA. Time Broker agrees to execute and provide Licensee with annual Payola Affidavits substantially in the form of Attachment 4, and notify Licensee promptly of any violations it learns of relating to the Communications Act of 1934, as amended, including Sections 317 and 508 thereof.

12. COMPLIANCE WITH LAW. Time Broker agrees that throughout the term of this Agreement it will comply with all laws and regulations applicable to the conduct of its business.

13. INDEMNIFICATION; WARRANTY.

13.1. Each party warrants that it will indemnify and hold harmless the other party, and its partners, members, officers, employees, agents and affiliates, from and against any and all liability, including all consequential damages and attorney's fees, arising out of or incident to the programming furnished by the party or the conduct of the party, its employees, contractors or agents. Without limiting the generality of the foregoing, each party will indemnify and hold and save the other, and its partners, members, officers, employees, agents and affiliates, harmless against liability for libel, slander, infringement of trade marks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming furnished by it.

13.2. Time Broker shall not indemnify Licensee or any of its partners, members, officers, employees or agents from any loss of any kind occasioned by its or their failure to meet Licensee's or its partners', members', officers', employees' or agents' obligations under this Agreement.

13.3. Licensee shall not indemnify Time Broker or any of its partners, members, officers, employees or agents from any loss of any kind occasioned by its or their failure to meet Time Broker's or its partners', members', officers', employees' or agents' obligations under this Agreement.

13.4. Neither party shall be responsible to the other party for any damages caused by any FCC or other finding that implementation of this Agreement has resulted or will result in a violation of any statute, regulation or FCC rule or policy, except for such acts or omissions by one party which results in the imposition of a fine, forfeiture or sanction against the other. Should one

party's acts or omissions cause such fine, forfeiture or sanction to be imposed by the FCC by the other party, the innocent part}' shall be entitled by indemnification pursuant to Section 13 hereof.

13.5. Time Broker at its cost, shall be listed as an additional insured, to the extent possible, on licensee's casualty and liability insurance policies.

14. EVENTS OF DEFAULT.

14.1. Any of the following shall, after the expiration of the applicable cure period, constitute an "Event of Default" under the Agreement:

(a) Non Payment. Time Broker's failure to timely pay the consideration provided for in Section 2 and Attachment 1, within five (5) days after written notice pursuant to Section 25 hereof from Licensee that such payment has not been received.

(b) Default in Covenants. Time Broker's or Licensee's material failure to observe or perform any material term, covenant, warranty, condition or agreement contained herein.

(c) Breach of Representation. Time Broker's or Licensee's material breach of or failure to perform any representation, warranty, or covenant in this Agreement, or in any certificate or document furnished pursuant to its provisions, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

(d) Default in ___ her Agreements. Time Broker's or Licensee's material breach of any material representation or warranty', or material default in the performance of any material covenant or agreement under any other agreement between the parties and pertaining to or concerning the Station.

(e) Denial of Access. Licensee's failure to provide access to the broadcast facilities of the Station in violation of Licensee's obligations under this Agreement, where such failure to provide access is not based upon or is not consistent with a good faith reasonable determination that the public interest requires such denial.

14.2. An Event of Default other than as provided in Section 14.1(a) above shall not be deemed to have occurred until twenty (20) days after the non-defaulting party has provided the other party with written notice specifying the event or events that if not cured would constitute an Event of Default and specifying the actions necessary to cure within such period. This period will be extended (in writing only, and only by the non-defaulting party) for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the other party.

15. RESTRICTIVE COVENANTS.

15.1. Licensee covenants not to sell, lease, transfer, or agree to sell, lease, or transfer any assets of the Station without notice to Time Broker and without timely replacement of such assets with substantially equivalent assets of substantially equivalent kind, condition, and value.

15.2. Licensee further agrees that, during the Term of this Agreement, Licensee will not hold out the Station for sale, entertain an offer to purchase the assets of the Station or stock of Licensee, enter into any negotiations with any party other than Time Broker or its nominee for the assignment and transfer of the Station's assets, or grant an option to any other party to acquire the assets or the stock of Licensee.

16. REPRESENTATIONS. Both Licensee and Time Broker represent that they are legally qualified, empowered, and able to enter into this Agreement, and that it has been reviewed and approved by their respective counsel, including counsel limiting his or her practice to FCC matters.

17. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by the party against whom the waiver is sought to be enforced, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

18. NO WAIVER: REMEDIES CUMULATIVE. No failure or delay on the part of Licensee or Time Broker in exercising any right or power under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Time Broker are cumulative and are not exclusive of any right or remedies which they may otherwise have.

19. CONSTRUCTION; COMPLIANCE WITH FCC REQUIREMENTS. This Agreement shall be construed in accordance with the laws of the State of New York, other than the choice of law provisions of such state, and the obligations of the parties are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations and policies of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted. The parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for time brokerage agreements and agree that they shall negotiate in good faith any amendments or modifications necessary to meet any FCC concern with respect to it if they are incorrectly interpreting current FCC policy or that policy is modified. A copy of this Agreement shall be filed with the Commission.

20. REQUIRED CERTIFICATIONS.

20.1. By Licensee. Licensee hereby certifies that it has, and shall maintain, ultimate control over the Station's facilities, including specifically control over the finances,

personnel, and program content of the Station. Licensee represents and warrants that this certification may be relied upon by the FCC, as well as by Time Broker.

20.2. By Time Broker. Time Broker certifies that the arrangement with Licensee as set forth in this Agreement and as contemplated in all aspects of operation is and shall remain in compliance with 47 C.F.R. 73.3555 and 47 C.F.R. 73.3556, concerning time brokerage agreements and duplicated programming, and that it will provide to the FCC any documents, exhibits, or other material necessary to demonstrate such compliance. Time Broker represents and warrants that this certification may be relied upon by the FCC, as well as by Licensee.

21. TERMINATION.

21.1. Either party may terminate this Agreement immediately if the FCC requires that it do so to comply with the FCC's rules or policies.

21.2. Either party may terminate this Agreement immediately if such termination is based upon:

(a) an uncured Event of Default on the part of the other party and the terminating party is not in material default or breach of this Agreement, provided that the other party has twenty (20) days within which to cure such Event of Default after receiving notice of such default pursuant to Section 14.2 above; or

(b) a final judicial determination that the other party was unilaterally in material default or breach of this Agreement; or

(c) consummation of the assignment of the assets and licenses of the Station to Time Broker or Time Broker's assignee; or

(d) upon 90 days written notice from the party seeking to terminate to the other party.

21.3. If Licensee terminates this Agreement for any reason other than a default by Time Broker, Licensee agrees that it will assume, perform in good faith and be responsible for unfulfilled advertising contracts cancelable within thirty (30) days and normal operating obligations incurred by Time Broker during the course of this Agreement, in which event Licensee shall receive as compensation that which otherwise would have been paid to Time Broker hereunder.

22. HEADINGS. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

23. SUCCESSORS AND ASSIGNS.

23.1. Licensee's rights and obligations under this Agreement may not be assigned to a third party without the express written consent of Time Broker.

2 3.2. This Agreement may be assigned by Time Broker to an assignee of, or successor-in-interest to, Time Broker, only with the express written consent of Licensee, and in the event of such assignment, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

24. COUNTERPART SIGNATURES. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties notwithstanding that the parties are not signatory to the same original or the same counterpart.

25. NOTICES. Any notice provided for under this Agreement shall be in writing and any payment, notice or other communication shall be deemed given when delivered personally, or mailed by certified mail, return receipt requested, by Federal Express, postage prepaid, or sent by facsimile transmission and addressed to the following:

If to Licensee:

If to the Time Broker:

26. ENTIRE AGREEMENT. This Agreement, including all Attachments, embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter. No alteration, modification or change of this Agreement shall be valid unless made in writing and signed by the parties.

27. SEVERABILITY. If any provision or provisions contained in this Agreement is held to be invalid, illegal or unenforceable, this shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained in it.

28. FURTHER ASSURANCES. The parties to this Agreement each pledge to the other that they shall take whatever steps are reasonably necessary, in good faith, and shall use their best efforts to carry out their obligations under this Agreement so that the transactions contemplated shall be consummated in a complete and expeditious manner.

29. NO JOINT VENTURE. The parties agree that nothing in this Agreement shall constitute a joint venture between them. The parties acknowledge that call letters, trademarks and other intellectual property of each party shall at all times remain the p r o - of that party and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

30. NO RESTRICTIONS OR REQUIRED APPROVALS. Subject to the continuing jurisdiction of the FCC, each part represents to the other that there are no restrictions in their respective articles of partnership, articles of incorporation or by-laws, or in any contract or agreement to which the parties are subject, or to their knowledge any law, Wile or regulation which would restrict or prohibit the transactions contemplated by this Agreement.

(REMAINDER OF THIS PAGE INTENTIONALLY LEVI BLANK)

ATTACHMENT I

Compensation

Compensation to be paid each month during the term of this Agreement by Time Broker to Licensee will be as follows:

- I. Monthly Payment. Each month. Time Broker shall pay to Licensee:
 - (i) the sum of FIFTY SEVEN THOUSAND (\$57,000.00) DOLLARS payable by Time Broker's check delivered by mail or in person to Licensee (the "Monthly TBA Fee") plus a bonus to be paid by Time Broker to Licensee on each anniversary of this Agreement based on performance as mutually agreed between Time Broker and Licensee. Time Broker's first payment of the Monthly TBA Fee shall be made upon the effective date of this Agreement, and on the first (1st) of each month thereafter during the term of this Agreement. The Monthly TBA Fee shall be pro rated for partial months; and
 - (ii) Time Broker shall also reimburse Licensee on a monthly basis for its reasonable operating expenses relating to the items listed below upon presentation to Time Broker of an itemized accounting of the expenses:
 - (1) Utility Payments
 - (2) Employee Salaries, Taxes, Benefits. Insurance and Related Costs (2 employees)
 - (3) Property Insurance and Taxes
 - (4) Equipment Repair and Maintenance. To the extent the programmer may utilize the equipment, facilities and infrastructure to an extent which exceeds its intended level of use, programmer agrees to be responsible for all costs and expenses necessary to repair or replace such equipment, facilities or infrastructure.
 - (5) Miscellaneous Reasonable Expenses in Connection with the Ownership and Operation of the Station
- ?. Use of Licensee's Studios. Licensee, during the term of this Agreement, shall make available to Time Broker, sufficient space in the existing studio building at WTSH-FM, AND WGJK AM for use by Licensee as offices and studios for the production of Licensee's programs, and for the operation of offices and studios for Station

Time Broker shall have the right, at its own expense, to expand Licensee's studio facility to include the operation of WRGA and WQTU, from the same facility and use of Licensee's tower for related STL transmission.

3. Failure to Broadcast. Time Broker acknowledges that all or part of the time purchased on Station may not be broadcast over the air due to preemption pursuant to Section 9 of the Agreement or to events beyond the reasonable control of Station, including without limitation acts of God and government, strikes and other labor difficulties, change of ownership of the Station or Station's technical difficulties. In the event scheduled programming referenced herein is not able to be broadcast for any such reason, Licensee shall prorate and credit the Monthly TBA Fee as Time Broker's exclusive remedy hereunder. In no event shall Licensee be liable for any consequential or incidental damages relating to its failure or inability to air scheduled programming. If Time Broker, for any reason, fails to deliver the programming for any portion of the time it has purchased, Time Broker shall not be entitled to any abatement in the charges provided herein, and Licensee shall have the right to substitute programming of its choosing and to retain the revenues from any advertising broadcast in any such period.

ATTACHMENT 2

PROGRAMMING RULES AND POLICIES

Time Broker agrees to cooperate with Licensee in the broadcasting of programs of high quality and for this purpose to observe the following rules and policies in the preparation, writing and broadcasting of its programs on the Station.

1. **CONTROVERSIAL ISSUES.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honest, integrity, or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired.

2. **NO PLUGOLA OR PAYOLA.** The following business activities or "plugs", relating to the payment, acceptance of payment, agreement to pay or agreement to accept payment of money or other consideration is prohibited: (a) taking money, gifts or other compensation from any person for the purpose of playing any record or records on the air; (b) taking money, gifts or other compensation from any person for the purpose of refraining from playing any record or records on the air; (c) taking money, gifts or other compensation from any person for the purpose of promoting any business, charity or other venture without first informing the appropriate Station General Manager, and (d) promoting any business venture which is unconnected with any of the Station on the air without first informing appropriate the General Manager.

3. **ELECTION PROCEDURES.** At least ninety (90) days before the start of any primary or regular election campaign, Time Broker will clear with the appropriate Station General Manager the rate Time Broker will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and the respective Station's policy.

4. **PROGRAMMING PROHIBITIONS.** Time Broker shall not knowingly broadcast any of the following programs or announcements:

- (a) False Claims. False or unwarranted claims for any product or service.
- (b) Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.
- (c) Defamatory Material. Any programs or announcements containing statements which are defamatory of persons or identifiable groups.

Id) Indecency. Any programs or announcements that are obscene or indecent, as those terms are interpreted and applied by the FCC.

5. LOTTERIES, NUMBERS AND GAMBLING.

(a) The Station shall not broadcast any information concerning any lottery (except a state lottery). Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited. This prohibition includes announcements with respect to bingo parties and the like which are to be held by a local church, unless expressly permitted by State law.

(b) No "Dream Books." References to "dream books," the "straight line," or other direct or indirect descriptions or solicitations relative to the illegal numbers lottery, "numbers game," or the "policy game," or any other form of gambling are prohibited.

(c) No Numbers Games. References to chapter and verse numbers, paragraph numbers, or song numbers which involve three digits should be avoided and, when used, must be related to the overall theme of the program.

(d) No Casino Gambling. The broadcast of information which promotes the patronizing of gambling casinos is prohibited.

6. **REQUIRED ANNOUNCEMENTS.** Time Broker shall broadcast on each of the Station announcement in a form satisfactory to Licensee the following announcements:

(a) Station I.D. At the beginning of each hour to identify the Station's call sign, and city of license.

(b) Time Broker Sponsored Programming. An announcement at the beginning and end of each broadcast day to indicate that program time has been purchased by Time Broker.

(c) Any other announcements that may be required by law, regulation, or Station policy.

7. **RELIGIOUS PROGRAMMING RESTRICTIONS.** Any programming broadcast by the Time Broker is subject to the following restrictions:

(a) Respectful of Faiths. The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

(b) No Denominational Attacks. Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.

1c) Donation Solicitation. Requests for donations in the form of a specific amount, for example, \$1.00 or \$5.00, shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the broadcast or the church are permitted.

(d) No Ministerial Solicitations. No invitations by the minister or other individual appearing on the program to have listeners come and visit him or her for consultation or the like shall be made if such invitation implies that the listeners will receive consideration, monetary gain, or cures for illness.

(e) No Miracle Solicitation. Any invitations to listeners to meet at places other than the church and/or to attend other than regular services of the church is prohibited if the invitation, meeting, or service contains any claim that miracles, cures, or prosperity will result.

8. **NEWS BROADCASTS.** Time Broker shall broadcast news programs in its discretion. The newscasts may combine national, regional and local news, as well as weather forecasts.

9. **BROADCAST OF TELEPHONE CONVERSATIONS.** Before recording a telephone conversation for broadcast or broadcasting such a conversation simultaneously with its occurrence, a n p a . to the call must be informed that the call will be broadcast or will be recorded for later broadcast, and the party's consent to such broadcast must be obtained. This requirement does not apply to calls initiated by the other pan which are made in a context in which it is custom for the station to broadcast telephone calls.

10. **SPONSORSHIP IDENTIFICATION.** When money, service, or other valuable consideration is either directly or indirectly paid or promised as part of an arrangement to transmit any programming, the station at the time of broadcast shall announce (1) that the matter is sponsored, either in whole or in part; and (2) by whom or on whose behalf the matter is sponsored. Products or services furnished to the station in consideration for an identification of any person, product, service, trademark or brand name shall be identified in this manner.

In the case of any political or controversial issue broadcast for which any material or service is furnished as an inducement for its transmission, an announcement shall be made at the beginning and conclusion of the broadcast stating (1) the material or service that has been furnished; and (2) the persons) or association(s) on whose behalf the programming is transmitted. However, if the broadcast is 5 minutes duration or less, the required announcement need only be made either at its beginning or end.

11. **REBROADCASTS.** The station shall not rebroadcast the signal of any other broadcast station without first obtaining such station's prior written consent to such rebroadcast.

12. **ADVERTISING.** Station shall comply with all federal, state and local laws concerning advertising, including without limitation, all laws concerning misleading advertising, and the advertising of alcoholic beverages.

13. **MISCELLANEOUS.**

(a) Waiver. Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

(b) Prior Consent. In an case where questions of policy or interpretation arise, Time Broker should submit the same to Licensee for decision before making any commitments in connection therewith.

ATTACHMENT 3

EXPENSES TO BE BORNE BY TIME BROKER

1. Casualty and liability insurance in amounts comparable to standard industry practice.

All programming and production costs of Time Broker, including salaries, payroll and unemployment taxes, merchandise, talent fees, supplies, draws and commissions.
3. With regard to Programming provided by Time Broker, Time Broker shall enter into separate licensing agreements with ASCAP, BMI and/or SESAC as of the effective date of this Agreement, and will be responsible for the direct payment of music licensing fees to such agencies pursuant to such separate agreements.
4. Other costs or reimbursements as may be specifically agreed to by the parties, including but not limited to those listed on Attachment 1.

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of April 1, 2009, between WOMANS WORLD., a Georgia corporation ("Licensee") and ROME RADIO PARTNERS, LLC, a Georgia limited liability company ("Programmer").

RECITALS

A. Licensee owns and operates the following radio stations (the "Stations") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

WZOT-AM ROCKMART GA

WTSH FM ROCKMART GA

WGJK-AM ROME GA

B. Programmer has available and is producing radio programs that it desires to have broadcast on the Stations, and therefore desires to purchase airtime from Licensee for the broadcast of such programs.

C. Licensee has agreed to make available to Programmer airtime on the Stations and accept for broadcast the programs of Programmer on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Agreement Term.** Effective 12:01 a.m. on April 1, 2009 (the "Commencement Date"), the parties hereby commence the term of this Agreement. The term of this Agreement (the "Term") will continue until the date five (5) years after the date hereof (the "Initial Term"), unless extended or earlier terminated pursuant to Section 13 hereof. The Term may be extended by either party for one additional five (5) year term upon written notice to the other party given at least thirty (30) days prior to the expiration of the Initial Term.

2. **Programmer's Purchase of Airtime and Provision of Programming.** During the Term, Programmer shall purchase from Licensee airtime on the Stations for the price

and on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the "Program" or "Programs") for broadcast on the Stations twenty-four (24) hours per day, seven (7) days per week, excluding the period from 6:00 a.m. to 8:00 am each Sunday morning (the "Broadcasting Period"). Programmer will transmit, at its own cost, its Programs to the Stations' transmitting facilities via a mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) that will ensure that the Programs meet technical and quality standards at least equal to those of the Stations' broadcasts prior to commencement of the Term.

3. Broadcasting Obligations. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs delivered by Programmer during the Broadcasting Period specified in Section 2 above, subject to the provisions of Section 6 below. Notwithstanding anything herein to the contrary, (i) Programmer may (but shall not be obligated to) stream Programs furnished hereunder on any of the Stations' internet websites ("Websites"), and Programmer shall be entitled to all revenue therefrom, and (ii) Licensee shall not include any Programs furnished by Programmer hereunder in any internet streaming unless requested to do so by Programmer. Programmer shall maintain the Websites and include on them all the equal employment opportunity and local public file materials and data required by the FCC to be maintained by the Stations.

4. Advertising Sales; Accounts Receivable. Programmer will be exclusively responsible for the sale of advertising on the Stations and the Websites and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenues of the Stations (including without limitation all revenues from the Websites, if any) during the Term. All contracts for advertising on the Stations which may be entered into by Programmer shall terminate upon the termination of this Agreement.

5. Term Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto.

6. Operation, Ownership and Control of the Stations. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Stations, it will have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term. Licensee will bear the responsibility for the Stations' compliance with all applicable provisions of the rules, regulations and policies of the FCC (hereafter, collectively, the "Rules and Regulations") and all other applicable laws. Without limiting the generality of the foregoing, Licensee will employ: (1) a Station Manager for the Stations, who will report to Licensee and will direct the day-to-day operations of the Stations, and who shall have no employment, consulting, or other relationship with Programmer, (2) an engineer for the Stations, who will report and be solely accountable to the Station Manager and will maintain the Stations' broad-

cast equipment and technical facilities, including its studio equipment, transmitter, tower, and transmission line, in good working condition (subject to the provisions of Section 7 below), and who shall have no employment, consulting, or other relationship with Programmer, and (3) retain control over the policies, programming and operations of the Stations. Licensee shall designate a Chief Operator (as that term is defined by the Rules and Regulations) of the Stations, who shall be responsible for compliance by the Stations with the technical operating and reporting requirements established by the FCC. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. If in any month Licensee preempts any Programs, Licensee shall refund to Programmer such portion of the monthly payment made to Licensee pursuant to Section 5 hereof as the total time preempted bears to the total amount of time in the Broadcasting Period for such month. Licensee reserves the right to refuse to broadcast any Program containing matter which violates any right of any third party or which constitutes a "personal attack" as that term has been defined by the FCC. Licensee also reserves the right to refuse to broadcast any Program which does not meet the requirements of the Rules and Regulations or the regulations and restrictions set forth in Section 10. Licensee further reserves the right to preempt any Program in the event of a local, state, or national emergency. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall broadcast substitute programming of equal or greater value to Programmer. Programmer agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Licensee reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file.

7. *Maintenance of Signal.* Licensee shall maintain the operating power of the Stations at the maximum level authorized by the FCC for the Stations throughout the Term and shall repair and maintain the Stations' towers and transmitter sites and equipment in good working order.

8. *Licensee's Premises.* If requested by Programmer, Licensee shall provide Programmer access to and the use of such space and facilities at the studios and offices of the Stations as is reasonably necessary for Programmer to reasonably exercise its rights and perform its obligations under this Agreement. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's management personnel and shall not act contrary to the terms of any lease for the premises.

9. *Music Licenses.* During the Term, Licensee will obtain and maintain in full force and effect in its own name all music licenses ("*Music Licenses*") as are currently

operative with respect to the Stations and as will be required by the licensor of those Music Licenses. All Music Licenses fees during the Term shall be reimbursed by Programmer.

10. *Programs.*

10.1 *Production of the Programs.* Licensee acknowledges that it is familiar with the type of Programs Programmer currently intends to produce for the Stations and has determined that the broadcast of such programming on the Stations would serve the public interest. Programmer agrees that the contents of the Programs it transmits to Licensee shall conform to all the Rules and Regulations. Programmer agrees that it will consult with Licensee in the selection of the Programs it transmits to Licensee to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever, shall be and remain vested in Programmer.

10.2 *Political Time.* Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee to facilitate Licensee's compliance with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; *provided, however,* that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

11. *Expenses.* During the Term, Programmer will be responsible for and pay: (a) the salaries, taxes, insurance and related costs for all personnel used by Programmer in the production of the Programming supplied to Licensee; (b) the costs of delivering the Programming to the Stations' transmitter site(s); (c) the costs of one or more separate telephone lines for Programmer's use, and for maintenance and repair of the Stations' studio equipment and remote equipment (if any) when used by Programmer's employees; (d) the cost to reimburse Licensee for the cost of all utilities of the Stations during the Term; (e) the cost of Music Licenses incurred by the Stations during the Term (either directly in the name of Programmer or as reimbursed Licensee expenses as provided in Sections 6 and 9); and (f) the costs to reimburse Licensee for the expenses for maintenance and repair of the Stations' transmitting equipment necessary as a consequence of the acts or omissions of Programmer or its representatives, agents, or employees, and for the

cost of utilities used by the Stations at the transmitter site. Subject to the provisions of *Schedule A*, Licensee will be responsible for and pay for all other maintenance for all transmitting equipment and all other operating costs required for the Stations' broadcast operations in accordance with the Rules and Regulations. During the Term, Programmer shall allow Licensee to use office space within Programmer's facilities which serve as the Stations' main studios.

12. *Call Signs*. During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters which may be assigned by the FCC for use by the Stations, and will ensure that proper station identification announcements are made with such call letters in accordance with the Rules and Regulations. Programmer shall include in the Programs it delivers for broadcast an announcement at the beginning of each hour of such Programs to identify such call letters and the Stations' communities of license, as well as any other announcements required by the Rules and Regulations. Programmer is specifically authorized to use such call letters in its Programs and in any promotional material, in any media, used in connection with the Programs.

13. *Events of Default; Termination*.

13.1 *Programmer's Events of Default*. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (a) Programmer fails to make timely payments as provided for in **Section 5** of this Agreement; (b) Programmer fails to observe or perform its other obligations contained in this Agreement in any material respect; or (c) Programmer breaches the representations and warranties made by it under this Agreement in any material respect.

13.2 *Licensee Events of Default*. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to observe or perform its obligations contained in this Agreement in any material respect; or (b) Licensee breaches the representations and warranties made by it under this Agreement in any material respect.

13.3 *Cure Period*. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured; *provided, however*, that a default respecting payments made or due as provided by **Section 5** shall be deemed to have occurred five (5) business days after receipt by Programmer of written notice specifying such Event of Default and such Event of Default remains uncured. For the purposes of this Agreement, the term "business day" shall mean any calendar day, excluding Saturdays and Sundays, on which federally chartered banks in the city of Athens, Georgia, are regularly open for business.

13.4 Termination in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 13.3, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

13.5 Non-Default Termination. This Agreement may be terminated by the parties, as provided by this Section and its subparts, if no default has occurred and without fault or further obligation to the other party in the following circumstances:

13.5.1. License Termination. By either party if the main operating authority for either of the Stations is terminated, for whatever reason, by the FCC or other federal agency, and the order of termination has become a Final Order.

13.5.1.1. Final Order - Definition. For the purposes of this Agreement, "Final Order" means the action of the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which is no longer subject to administrative or judicial review, reconsideration or appeal, *i.e.*, such action shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or *certiorari* or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, *certiorari* or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

13.5.2. Termination for Change in the Rules and Regulations. The parties believe that the terms of this Agreement comply in all respects with current FCC policies for brokerage agreements of this type and agree that they shall negotiate in good faith to meet any FCC concern with respect to it if they are incorrectly interpreting current Rules and Regulations, or if the Rules and Regulations are modified. If the parties cannot agree within a forty-five (45) day period, or such other period as the parties may mutually set, to modification or modifications deemed necessary by either party to meet FCC requirements, either party may terminate this Agreement without payment of any termination fee by giving the other party forty-five (45) days' written notice of termination.

13.5.3. Stations' Sale. This Agreement shall automatically terminate upon the occurrence of a Closing Event.

13.5.3.1. Closing Event - Definition. The term "Closing Event" means any meeting or event at which Licensee meets with a third-party (including Programmer, if applicable) subject to a purchase agreement, to consummate and effectuate the sale, conveyance, and assignment, for consideration received, of the Stations' FCC licenses and authorizations, and the Stations' assets.

13.5.4. *Actions re Non-Default Termination.* In the event of a termination in accordance with this Section and its subparts, the parties may promptly recover any equipment respectively owned by them and shall have no further obligation to otherwise pay further compensation or provide services as set forth in this Agreement.

14. *Indemnification.* Programmer shall indemnify and hold Licensee harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the Programs on the Stations. Licensee shall indemnify and hold Programmer harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of its programming on the Stations. The obligations under this Section shall survive any termination of this Agreement.

15. *Authority.* Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

16. *Modification and Waiver; Remedies Cumulative.* No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

17. *Assignability; No Third Party Rights.* This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned; *provided, however,* that Programmer may assign and delegate its rights and obligations under this Agreement to a party that controls, or is controlled by, or is under common control with, Programmer, and qualified under the Rules and Regulations, upon prior written notice to, but not the prior written

consent of, Licensee. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

18. **Construction.** This Agreement will be construed in accordance with the laws of the State of Georgia without regard to principles of conflicts of laws.

19. **Counterpart Signatures.** This Agreement may be signed by the parties in any number of counterparts with the same effect as if the signature of each such counterpart were upon the same instrument, and each executed copy shall be an original for all purposes without accounting for the other copies. This Agreement shall be effective as of the date on which the executed counterparts are exchanged by the parties.

20. **Notice.** Any notice required hereunder shall be in writing, including by facsimile, and any payment, notice or other communications shall be delivered personally, or mailed by certified mail, postage prepaid, with return receipt requested, or delivered to FedEx (Federal Express), or any other nationally recognized overnight delivery service for next morning delivery or when dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch), or by electronic mail with such notice attached in Portable Document Format (PDF) and sent with requests for delivery and read receipts, the return of such receipts being deemed conclusive evidence of such dispatch, in each case addressed as follows:

If to
Licensee: Womans world
112 Middleton Court
Athens, GA 30606
Attention: Paul C. Stone
Email: suzannes-
tone@hotmail.com

If to
Programmer: Rome Radio Partners, LLC
20 John Davenport Drive
Rome, Ga. 30165
Attention: Randy Quick
Email: randyq@south107.com

with a copy
to:*

*which shall not constitute notice.

20.1 **Alternate Addressees.** Notice, as provided by this Section, may be given to any other person or party, as any party hereto may in the future designate in writing, upon due notice to the other party(ies).

20.2. **Date of Notice, Action.** The receipt for deposit with the U.S. Mail or courier service specified herein shall establish the date of such notification or communication. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on a Saturday, Sunday, a federal legal holiday or legal holiday by law in the State of Geor-

gia, the last day for such notification, communication or action shall be extended to the first date thereafter which is not a Saturday, Sunday or such legal holiday.

21. **Entire Agreement.** This Agreement embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

22. **Relationship of Parties.** Neither the Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

23. **Force Majeure and Facilities Upgrades.** The failure of either party hereto to comply with its obligations under this Agreement due to (i) the need to perform construction at the transmitter site or to move the transmitter site in response to FCC authorization of an improvement to or modification of the Stations' operating parameters, or (ii) acts of God, strikes or threats thereof or a force majeure or due to causes beyond such party's control, will not constitute an Event of Default under Section 13 of this Agreement and neither party will be liable to the other party therefor, except that: (a) any resulting failure of Licensee to broadcast the Programs shall entitle Programmer to a pro rata reduction in the payment required under Section 5 of this Agreement, (b) any resulting failure of Licensee to broadcast the Programs for a continuous period of eighteen (18) hours or more at any time during the Term shall entitle Programmer to terminate this Agreement by providing Licensee written notice. Programmer and Licensee each agrees to exercise its best efforts to remedy the conditions described in parts "(i)" and "(ii)" of this Section as soon as practicable.

24. **Subject to Laws; Partial Invalidity.** The obligations of the parties under this Agreement are subject to the Rules and Regulations and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

25. **Headings.** The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

26. **Successors and Assigns.** Subject to the provisions of Section 17 above, this Agreement shall be binding and inure to the benefit of Licensee's successors and assigns. This Agreement shall also be binding upon and inure to the benefit of Programmer and its successors and assigns.

27. *Schedules and Exhibits.* All schedules, exhibits and riders attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if full set forth herein. For the purposes of this Agreement, exhibits shall be public documents; and schedules shall be proprietary, and not routinely available for public review.

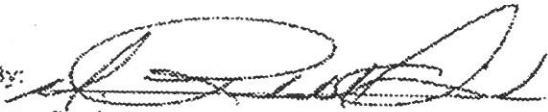
28. *Construction of Agreement.* This Agreement is the product of negotiation and preparation by, between and among Licensee and Programmer. Accordingly, the parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or the attorneys for one party or another, and shall be construed accordingly.

[SIGNATURE PAGE FOLLOWS]


[SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT]

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

PROGRAMMER: ROME RADIO PARTNERS, LLC

By: 
Name: Randy Quick
Title: Manager

LICENSEE: WOMANS WORLD

By: 
Name: SUZANNE STONE
Title: President

SCHEDULE A
TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT

TERM PAYMENTS

During the Term, Programmer shall reimburse Licensee on a monthly basis for the Station Expenses (defined below) less any Station Income (defined below).

The term "Station Expenses" means the legitimate and prudent expenses incurred by Licensee in operating and maintaining the Stations during the Term, in each case except as otherwise provided below or elsewhere in this Agreement to include, but not be limited to: tower and studio rents, utilities (including telephone charges), property taxes with regard to the Stations' property, normal and ordinary building and tower maintenance and/or repairs, normal, ordinary and/or extraordinary engineering fees reasonably incurred by Licensee in the operation of the Station, professional fees, Licensee's employees working at the Stations, casualty and liability insurance premiums with respect to insurance policies required of Licensee respecting the Stations in prudent amounts consistent with current prevailing industry standards or practices regarding commercially reasonable premiums for the Music Licenses, production music license fees and royalties, and software license fees, license fees for rating companies, *pro rata* FCC annual regulatory fees, and programming, production and operating costs incurred by Licensee in respect of any Programming to be aired on the Stations or the operation of the Stations as of the Commencement Date, all of such expenses which are incurred or become due during the Term. It is understood and agreed that the foregoing itemization is illustrative and not inclusive of the Station Expenses that may be incurred by Licensee in the performance of its obligations under this Agreement. Anything to the contrary contained herein or in this Agreement notwithstanding, the Station Expenses shall not include any of the following: (i) Licensee's income, franchise and similar taxes; (ii) interest on and principal of loans and/or indebtedness and other fees, charges, costs and expenses relating to loans and/or indebtedness; or (iii) depreciation and amortization expenses.

During the Term, Programmer shall also pay Licensee an amount equal to \$ Proprietary per month and other consideration.

Payments as provided by this paragraph shall be (a) paid in the valid currency and legal tender of the United States, (b) prorated for partial months and (c) payable on or before the first business day of each month; provided, however, that all Station Expenses shall be due and payable not later than fifteen (15) days after Programmer's receipt of written itemization of said expenses. If requested by Programmer, Licensee shall submit to Programmer periodically (but no more often than once per calendar quarter) a budget which shall set forth the monthly operating expenses for the Stations, and which shall

contain detailed line item categories of expenses. Such budget shall include any tower income and any other income of the Stations that is not payable to Programmer under this Agreement (all such income, whether or not included in such budget, is referred to herein as "*Station Income*").

MODIFICATION AGREEMENT

This Modification Agreement (“**Agreement**”) is entered into effective as of June 9, 2014 (“**Effective Date**”) among Women’s World Broadcasting, Inc. (“**WWB**”), Rome Radio Partners, LLC (“**RRP**”), Brian Lee, D. Randall Quick, Cheryl Scott, J. Scott Smith and Howard C. Toole (collectively, the “**Makers**”) and Paul C. Stone (“**Stone**”).

RECITALS

WWB and RRP have entered into a Local Programming and Marketing Agreement, dated April 1, 2009 (the “**LMA**”), for radio stations WZOT(AM), Rockmart, GA, WTSH(FM), Rockmart, GA, and WGJK-AM, Rome, GA;

WWB and RRP desire to amend the LMA by deleting WTSH(FM) from the LMA;

WWB and RRP have agreed upon certain payments and other concessions and agreements to compensate RRP for the deletion of WTSH(FM) from the LMA that are more particularly described in this Agreement;

NOW, THEREFORE, for and in consideration of the Recitals, mutual covenants contained herein, and intending to be legally bound, the undersigned agree as follows:

1. *Deletion of WTSH(FM) from the LMA.* WWB and RRP agree that WTSH(FM) shall be deleted as a station covered by the LMA effective as of midnight, June 22, 2014. Thereafter, RRP will have no further liability or obligation arising out of or relating to WTSH(FM).

2. *Consideration for Removal of WTSH(FM) from the LMA.* As consideration for the removal of WTSH(FM) from the LMA, WWB, RRP, Makers and Stone, respectively, agree as follows:

2.1 WWB agrees to pay RRP Thirty Five Thousand Dollars (\$35,000) per month for thirty-six (36) months commencing on July 1, 2014 and continuing on the first day of each succeeding month thereafter with the last payment payable on June 1, 2017.

2.2 WWB agrees to waive (i) all accrued and unpaid payments owed by RRP to WWB prior to the Effective Date as provided in the second paragraph of Schedule A attached to the LMA (“**LMA Payments**”) except for Nine Hundred Thousand Dollars (\$900,000), and (ii) to waive all future LMA payments from the Effective Date through June 1, 2017. LMA Payments shall not include operating and maintenance expenses (collectively, “**LMA Operating Expenses**”) to be paid by RRP as provided in the LMA. RRP shall continue to pay all LMA Operating Expenses.

2.3 RRP agrees to pay WWB the agreed upon \$900,000 arrearage for the LMA in thirty-six (36) monthly installments of Twenty Five Thousand Dollars (\$25,000) commencing July 1, 2014, and continuing on the first day of each succeeding month thereafter with the last payment due on June 1, 2017.

2.4 WWB agrees to waive all accrued and unpaid amounts due prior to the Effective Date under the Secured Purchase Money Promissory Note, dated May 11, 2011, in the principal amount of One Hundred Twenty Five Thousand Dollars (\$125,000) from RRP to WWB (the "**WWB Note**") and WWB and RRP hereby agree to modify the WWB Note on the Effective Date by deleting the last sentence in the first paragraph of the WWB Note and replacing it with "The entire principal balance and accrued interest shall be due and payable in full on April 11, 2017, or such other later date as may be agreed upon by holder after consulting with WWB, at the sole option of holder."

2.5 Stone agrees to waive all accrued and unpaid amounts due prior to the Effective Date under the Secured Purchase Money Promissory Note, dated October 31, 2009, in the principal amount of Two Million Two Hundred Sixty Thousand Dollars (\$2,260,000) from RRP to McDougald Broadcasting Corporation, as assigned by McDougald Broadcasting Corporation to Stone (the "**Stone Note**") as modified by agreement, dated October 31, 2009, between RRP, Makers and Stone. RRP, Makers and Stone hereby agree to amend the Stone Note on the Effective Date as follows: (i) Section 1.7 of the Note shall be revised to provide that "The term and 'execution date' shall mean June 9, 2014", and (ii) Section 1.12 of the Stone Note shall be revised to provide that "The term 'maturity date' shall mean the date on which the RRP shall pay the balance of principal and interest under this Note to the Payee, which shall be the earlier of (i) July 1, 2017 or such other later date as may be agreed upon by holder after consulting with WWB, at the sole option of holder; or (ii) the date of any future closing of the sale of substantially all of the Stations' assets."

3. *Events of Default and Remedies.*

3.1 In the event that WWB fails to pay RRP as provided in Section 2.1, above, RRP shall be relieved of its obligation to make payments to WWB as provided in Section 2.4, above, for so long as WWB's payment default shall continue.

3.2 In the event that RRP fails to pay WWB as provided in Section 2.4, above, and RRP is not in default of its payment obligation in Section 2.1, above, such a default by RRP shall be and constitute a default under the terms of the RRP Note and the Stone Note, respectively. In the event of a default by RRP under this Section 3.2, WWB and Stone shall each be entitled to exercise the following remedies:

3.2.1. WWB shall have the right to exercise all its legal remedies against RRP arising out of a default by RRP under the WWB Note.

3.2.2. Stone shall have the right to exercise all his legal remedies against Makers and RRP arising out of a default by Makers and RRP under the Stone Note.

4. *Ratification of the LMA and the WWB Note and Mutual Releases by WWB and RRP.*

4.1 WWB and RRP do hereby each ratify and reaffirm all of the terms and provisions of the LMA, as amended, and the WWB Note, as amended.

4.2 WWB and RRP hereby knowingly and voluntarily mutually release each other from any and all claims, demands, losses, actions or causes of action arising out of or relating to the LMA (except for the \$900,000 described in Sections 2.2 and 2.3, above) and the WWB Note prior to the Effective Date.

5. *Ratification of Stone Note and Mutual Releases by Makers, RRP and Stone.*

5.1 Makers, RRP and Stone do hereby each ratify and reaffirm all of the terms and provisions of the Stone Note, as amended.

5.2 Makers, RRP and Stone hereby knowingly and voluntarily mutually release each other from any and all claims, demands, losses or causes of action arising out of or relating to the Stone Note prior to the Effective Date.

6. *Authorization for WWB to File UCC Financing Statements.* RRP authorizes WWB to file any UCC Financing Statements that may be necessary for WWB to have or to maintain a perfected security interests in the assets of WZOT(AM), Rockmart, GA, to secure the WWB Note.

7. *Authorization for Stone to File UCC Financing Statements.* Makers and RRP authorize Stone to file any UCC Financing Statements that may be necessary for Stone to have or to maintain a perfected security interest in the assets of WRGA(AM), Rome, GA and WQTU(FM), Rome, GA, to secure the Stone Note.

8. *Stone is a Party to this Agreement Solely for the Stone Note.* Stone is a party to this Agreement solely in connection with the Stone Note as provided in Sections 2.5, 3.2, 5 and 7. Stone shall not have any liability or obligation arising out of or relating to the LMA, as amended, or the WWB Note.

9. *Miscellaneous.*

9.1 *Amendment, Modification or Waiver.* No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed

by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

9.2 *No Waiver.* No failure or delay on the part of any party in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

9.3 *Venue and Waiver of Jury Trial.* All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a Georgia state or federal court located in Fulton County, Georgia, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. **THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.**

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

9.5 *Entire Agreement.* This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

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

9.7 *Counterparts.* This Agreement may be executed by the undersigned in separate counterparts, including by facsimile, and by PDF or electronic signatures, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile, PDF or electronic signatures shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be given full legal effect in accordance with the Uniform Electronic Transactions Act codified at O.C.G.A. § 10-12-1, et al.

[SIGNATURES TO FOLLOW BELOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

WWB:

WOMEN'S WORLD BROADCASTING, INC.

By: _____
Suzanne B. Stone, President

RRP:

ROME RADIO PARTNERS, LLC

By: _____
Howard C. Toole, Managing Manager

MAKERS:

Brian Lee

D. Randall Quick

Cheryl Scott

J. Scott Smith

Howard C. Toole

STONE:

By: _____
Paul C. Stone

USE AGREEMENT

This agreement dated 06/19/2014 acknowledges that Rome Radio Partners, LLC has the use of WSRM-FM and its facilities for a term of Three (3) years at NO CHARGE from Rome Radio, LLC.

This agreement also gives Rome Radio Partners, LLC the option to Buy WSRM-FM at the price that was paid by Rome Radio, LLC after this period.

A handwritten signature in black ink, appearing to read "Scott Smith", written over a horizontal line.

Scott Smith
Managing Member
Rome Radio, LLC