

EXECUTION VERSION

INTERGOVERNMENTAL PROGRAMMING AGREEMENT

THIS INTERGOVERNMENTAL PROGRAMMING AGREEMENT is made this _____ day of May, 2014, by and between The Board of Regents of the University System of Georgia (“Regents”) for and on behalf of Georgia State University (“University” or “GSU”) and the Georgia Public Telecommunications Commission (“GPTC”).

RECITALS:

WHEREAS, entities of the State of Georgia may contract for up to fifty (50) years with one another for the provision of services provided the agreement deals with activities which the parties are authorized by law to undertake or provide, pursuant to the Georgia Constitution 1983, Art. IX, Sec. III, Para. I; and

WHEREAS, Regents is a constitutionally created public instrumentality of the State of Georgia the mission of which includes serving the public and educating students in the art and skill of broadcasting through operation of the Station; and

WHEREAS, Regents’ member institution GSU is an institution of higher education and is the Federal Communications Commission (“FCC”) licensee of noncommercial educational radio Station WRAS, Channel 203, 88.5 MHz, Atlanta, Georgia (FIN 23959) (the “Station”); and

WHEREAS, GPTC is a state authority which operates as a non-taxed public corporation under O.C.G.A. § 20-13-1 through § 20-13-12 and is an experienced noncommercial educational station broadcaster and the licensee of the statewide public television and radio networks in Georgia, with a mission to create, produce and distribute high quality programs and services that educate, inform and entertain its audiences and enrich the quality of their lives;

WHEREAS, GSU and GPTC wish to collaborate in ways that will advance the educational objectives of both parties;

WHEREAS, GSU and GPTC wish to collaborate on programming for the Station and for a digital subchannel of GPTC’s statewide television network in a way that benefits the State of Georgia and their respective institutions; and

WHEREAS, GPTC is willing to provide GSU with educational, cultural, news and information, and other public radio programming for broadcast over the Station (“Programming”), in addition to such programming as GSU may provide for the Station, under the ultimate supervision of GSU in accordance with the rules and regulations of the FCC and the provisions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and mutual promises and other good consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PROGRAMMING OF THE STATION. Subject to the ultimate supervision and control of GSU, GPTC shall, starting on the Commencement Date, provide programming for broadcast on the Station (“Programming”) in accordance with the terms of this Agreement and applicable FCC rules and policies.

(a) Programming.

(i) Unless otherwise agreed by the parties, GPTC shall provide Programming on the dates and times set forth on Exhibit 1(a)(i) to be broadcast over the analog channel of the Station on the Commencement Date and the primary digital channel of the Station commencing on the Commencement Date or as soon thereafter as it may be technically feasible. Digital channels other than the primary channel (if any) may be separately programmed by GSU at its sole discretion. A bit rate of at least 48 kb/s will be reserved for the primary digital channel.

(ii) The Programming will be consistent in quality and general subject matter with the public radio programming currently broadcast by GPTC’s noncommercial educational radio stations, but may include different news and information, educational, entertainment, cultural or public radio programs than the programs broadcast by GPTC’s stations. The Programming will, at least initially, include a substantial amount of content obtained from National Public Radio (“NPR”), American Public Media (“APM”), and Public Radio International (“PRI”).

(iii) The programming broadcast by the Station shall comply with FCC programming requirements, including, but not limited to, issue responsive programming, underwriting and sponsorship identification rules, EAS requirements, political broadcast rules, and restrictions against obscenity and indecency, as well as Licensee’s program standards for the Station as set forth in Attachment 1. The Programming shall not, to the best of GPTC’s information, knowledge and belief, include any libelous or defamatory material, unlawfully invade the privacy of any individual, or violate the intellectual property rights of any individual or entity.

(iv) All costs and expenses related to producing and/or acquiring the Programming, including but not limited to the cost of personnel and facilities relating to the Programming, shall be borne exclusively by GPTC.

(b) Delivery of Programming. GPTC shall deliver the Programming, at its sole cost and expense, to the Station using such facilities as it reasonably believes, after consultation with GSU, will best serve the purposes of this Agreement.

(c) Station Expenses. During the term of this Agreement, GPTC shall reimburse GSU for the actual operating costs of the Station, including, but not limited to, utility costs, rents, maintenance, repair, and replacement of the facilities, and for the compensation of its employees

assigned to the Station, up to a cap of \$50,000 for the first year of the Agreement and up to a cap of \$100,000 for the second year of the Agreement, as set forth in Exhibit 1(c). Caps for the third and subsequent years will be negotiated from time to time by GPTC and GSU but shall not be less than \$100,000 and shall not be more than the actual operating costs of the Station.

2. COMMENCEMENT DATE and TERM OF AGREEMENT

(a) Commencement Date. GPTC's rights and obligations under this Agreement shall commence on the Commencement Date, which shall be June 1, 2014, unless otherwise mutually agreed by the parties. GPTC and GSU shall coordinate on a joint public announcement of this Agreement and its Commencement Date with such announcement set for May 6, 2014.

(b) Term. This Agreement is an intergovernmental contract pursuant to Ga. Const. 1983, Art. IX, Sec. III, Para. I(a), and shall become effective upon its execution by the parties and, unless otherwise terminated in accordance with the provisions of this Agreement, shall continue in effect for a term of two (2) years commencing on the Commencement Date ("Initial Term"). The Agreement shall automatically renew at the end of the Initial Term for a term of two years (the "Initial Renewal Term"), and at the end of each subsequent Renewal Term, until April 1, 2020, when the Agreement shall automatically renew for successive terms of eight (8) years, unless either party terminates this Agreement in accordance with Section 3, but in no event beyond May 6, 2064.

3. TERMINATION

In addition to other provisions of this Agreement giving a party the right to terminate this Agreement and such rights and remedies as it may have at law or in equity,

(a) GSU may terminate this Agreement:

(i) on thirty (30) days written notice, if, in the reasonable good faith discretion of GSU, continued broadcast of the Programming would be contrary to the public interest, convenience and necessity; FCC rules and regulations; the Communications Act of 1934, as amended; or other applicable laws or regulations, after GSU gives GPTC notice of the conduct it believes invokes this provision, and the parties, after good faith negotiations, cannot resolve the matter within ten (10) days after GSU gives notice to GPTC. Unless otherwise agreed by the parties, the ten day period to resolve the matters giving rise to the termination shall run concurrently with the thirty day period; or

(ii) if GPTC otherwise breaches its obligations under this Agreement, and GPTC fails to cure such breach within thirty (30) days of receipt of written notice from GSU, *provided, however*, that at the end of such thirty day period, if GPTC is acting in a commercially reasonable manner to cure such breach, then such period shall be extended for a period of up to ninety (90) days as long as GPTC continues to take commercially reasonable actions to cure such breach until it is cured; or

(iii) if the Programming no longer includes a substantial amount of content obtained from National Public Radio (“NPR”), American Public Media (“APM”), and Public Radio International (“PRI”); or

(iv) for convenience, upon twelve months written notice to GPTC;

(b) GPTC may terminate this Agreement:

(i) if GSU breaches its obligations under this Agreement, and GSU fails to cure such breach within thirty (30) days of receipt of written notice from GPTC, *provided, however*, that at the end of such thirty (30) day period, if GSU is acting in a commercially reasonable manner to cure such breach, then such period shall be extended for a period of up to ninety (90) days as long as GSU continues to take commercially reasonable actions to cure such breach until it is cured; or

(ii) on thirty (30) days written notice, if, in the reasonable good faith judgment of GPTC, GSU frustrates or impedes GPTC’s ability to fulfill its obligations or exercise its rights under this Agreement, after GPTC gives GSU notice of the conduct it believes invokes this provision, after good faith negotiations, cannot resolve the matter within ten (10) days after GPTC gives notice to GSU. Unless otherwise agreed by the parties, the ten day period to resolve the matters giving rise to the termination shall run concurrently with the thirty day period.; or

(iii) for convenience, upon twelve months written notice to GSU.

(c) If this Agreement is terminated by GSU for convenience under Section 3(a)(iii) above, GPTC shall pay the expense reimbursement referenced in Section 1(c) above to GSU for only the first six-month period following the twelve-month termination notice. No reimbursement expense payments will be due to GSU from GPTC for the final six-month (6) period of the Agreement following termination notice. No other payments to GSU by GPTC will accrue following termination of this Agreement.

(d) Upon termination of this Agreement, GSU shall assume complete responsibility for the Station, including, but not limited to, the programming of the Station. Each party shall be relieved of all obligations under this Agreement with respect to the Station on and after the effective date of termination, including GPTC’s obligation to provide any Programming or to reimburse any of GSU’s expenses, except for unsatisfied obligations incurred prior to the effective date of the termination; the obligation to provide a final accounting pursuant to Section 7 hereof; and the obligation to cooperate reasonably to wind up the performance of GPTC’s obligations and rights under this Agreement in an orderly fashion, except that, where the Agreement is terminated for convenience, the wind up shall occur during the twelve month notice period.

4. FUNDRAISING AND GRANTS

(a) Fundraising. GPTC will conduct fundraising activities for the benefit of the Station during the Programming, which activities may include but are not limited to membership drives and program underwriting, in such manner as to raise sufficient funds for GPTC to

provide a high quality noncommercial news and information service for the local community on the Station and to reimburse the Station's expenses as set forth in Section 1(c) above. GPTC will conduct all fundraising so as to comply with the rules and policies of the FCC applicable to noncommercial educational broadcast stations, including (with specificity) Section 73.503(d) of the FCC rules and with IRS requirements for documenting charitable contributions.

(b) Grants. GSU and GPTC shall cooperate in applying for grants and awards (hereinafter collectively referred to as "grants") for the use or benefit of the Station, including, but not limited to, grants from the Corporation for Public Broadcasting ("CPB") and any other grants intended for the use and benefit of the Station. GPTC shall bear the costs of any such application or request. GSU as licensee shall be ultimately responsible for preparing all such applications or other documentation required by such grants, with assistance and advice from GPTC, and shall file such grant requests, unless the parties agree otherwise. Prior to the filing of any such grant request, the parties will agree as to which party shall assume primary responsibility for complying with the terms and conditions of such grants, including, but not limited to, which party will serve as fiscal agent for any grants and which party will cover the administrative costs, such as audits or financial reports, required by such grants.

5. INSTITUTIONAL COOPERATION AND MEDIA PROMOTION

(a) Identification of Licensee. GPTC shall include in the Programming broadcast station identification announcements that comply with the FCC's rules at the beginning and end of each day of operation and on the hour while the Station is on the air. GPTC will identify GSU as the Station's licensee during each on-air identification, and, as feasible, in marketing or promotional materials that refer to the Station. GPTC shall not hold itself out as or represent that it is the licensee of the Station. From time to time, the parties shall develop mutually acceptable means of identifying, consistent with FCC requirements, the role of each to be aired on the Station.

(b) On-Air Announcements About Licensee. GSU and GPTC understand that, in addition to FCC-required station identification announcements, GSU desires to air announcements on the Station and on the GPTC radio network as a means of providing information about GSU and its educational programs and opportunities. All such announcements shall comply with FCC requirements and GSU's and GPTC's internal underwriting guidelines.

- GSU reserves the airtime and GPTC agrees to insert into its Programming over the Station a minimum of one (1) ten-second (:10) public service announcement (PSA) per hour during the days and times that GPTC provides programming for the Station with the understanding that such PSA will be an image spot for GSU or its entities and not seek to raise dollars, goods or services from listeners and provided that such PSA complies with all applicable FCC rules and regulations as well as GSU and GPTC policies.

- GPTC will make available to GSU two (2) ten-second (:10) public service announcements (PSA) per day in a desirable available daypart across all GPTC radio stations state-wide, as well as including the Station, with the understanding that such PSA will be an image spot for GSU or its entities and not seek to raise dollars, goods or services from listeners

and provided that such PSA complies with all applicable FCC rules and regulations as well as GPTC policies.

(c) Local Programming. GPTC and GSU wish to collaborate on local programming efforts for the Station, including the following:

(i) GPTC will make good-faith efforts, as funding and circumstances permit, to create non-sports programming that distinguishes the Station in the market, provided that GPTC retains editorial control over program production. Such programming shall be scheduled during the days and times that GPTC provides programming for the Station. Such programming will include a weekly news and information, locally produced program ("Local Program") slated to commence broadcast within the first year of the Programming Agreement with the expectation of expanding the Local Program to five days a week as funding and circumstances permit. GSU will reserve the airtime and GPTC agrees to broadcast a 10 minute segment weekly on the Local Program for a GSU professor or other GSU expert (selected from a list provided and updated from time to time by GSU, which list will be approved in advance by GPTC) to discuss matters of public interest; the individual selected from the list will rotate from week to week based on the timeliness of the topic, perceived listener interest and good journalistic practice.

(ii) GPTC agrees to broadcast GSU's quarterly financial report ("Quarterly Financial Report"), which may originate from GPB's studios for ease of production, on the primary channel of GPTC's statewide TV network. Upon mutual agreement of the parties, the Quarterly Financial Report may be included in GPB's weeknight news and information television program "On the Story" on a quarterly basis.

(iii) GSU will reserve the airtime and GPTC agrees to broadcast a weekly GSU student-produced half-hour music-based program ("Student Music Program") within the time periods during which GPTC provides Programming set forth on Exhibit 1(a)(i). GPTC will provide technical support for the Student Music Program. GSU and GPTC plan that the Student Music Program will be informational in nature and musically based (*i.e.*, a mix of music with background information and interviews that will feature performers, producers and business people in the music industry.) GSU will be responsible for any and all licenses for broadcast of music contained in the Student Music Program and all necessary licenses from program producers, music licensing societies and other content providers for such Student Music Program. GSU will also be responsible for paying union, guild or other payments that might become due as a result of the broadcast of the Student Music Program pursuant to this Agreement. GPTC agrees to broadcast the Student Music Program on the GPTC radio network in a time slot determined by GPTC in its discretion (being mindful of good radio programming practices.)

(d) Audience Information. GPTC will make audience viewing and listening information available to GSU to the extent that GPTC obtains such information and provided that the sharing of such information is legally allowed within GPTC's agreements with audience measurement companies.

(e) Intellectual Property Rights. Nothing in this Agreement shall constitute the sale, transfer, assignment or license of any intellectual property rights held by either party to the other, except to the extent that the parties agree to engage in marketing, promotional, or entertainment activities jointly.

(f) Internships, Job Shadowing and Academic Support. GPTC and GSU shall also coordinate a reasonable amount of opportunity for GSU students each semester to intern with and job shadow GPTC's employees producing the Local Program with the goal of GSU students learning about, assisting with, and participating in production of the Local Program. The details of such internships and job shadowing are to be agreed upon by the parties. GSU, if it deems necessary or appropriate, may provide an Academic Coordinator to supervise student participation at the Station during hours of programming by GPTC and will bear the cost of any such supervision. Any other costs associated with these internships, including, but not limited to, personnel costs, will be borne by GSU. Nothing herein shall be construed to make any GSU interns employees of GSU or GPTC. All internships shall be part of a *bona fide* educational program associated with GSU's academic institution.

(g) GSU Television Programming. GPTC will permit GSU to broadcast suitable programming on one of its digital television subchannels on the GPTC television station network (the parties plan for GSU to broadcast on the .2 subchannel which GPTC plans to reformat to "Create"), between the hours of 6:00 p.m. and 6:00 a.m. (which includes the prime time hours of 8:00 p.m.-11:00 p.m.), pursuant to a separate Digital Channel Programming Agreement, in a form acceptable to the parties. As required by FCC rules, GPTC, as licensee of the television stations, will retain ultimate control of its stations and network, including editorial control.

(h) Shared Time Arrangement. Within twelve (12) months after the commencement date of this Agreement, GSU and GPTC will initiate good faith negotiations regarding the possibility of applying to the FCC for a shared time licensing arrangement for the Station consistent with the parties' discussions to date regarding the possibilities for such shared time arrangement.

6. REPRESENTATIONS

(a) By GPTC. GPTC represents that (i) it has the power and authority to enter into this Agreement and to fulfill the obligations assumed under it (ii) all requisite resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement have been duly adopted and complied with; and (iii) the individual executing this Agreement is authorized and has the power to execute it and to bind GPTC.

(b) By GSU. GSU represents that (i) it has the power and authority to enter into this Agreement and to fulfill the obligations assumed under it, (ii) all requisite resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement have been duly adopted and complied with; and (iii) the individual executing this Agreement is authorized and has the power to execute it and to bind GSU.

7. RECORDS/ACCOUNTING

(a) GPTC shall keep full and adequate financial and accounting records of its Programming and activities with respect to the Station and shall make such records, including, but not limited to, bank records, ledgers, accounts, journals, and audits, available for inspection by representatives of GSU upon reasonable prior written notice. Such books and records shall be maintained in accordance with the accounting rules applicable to GPTC established by the State Auditor. Within thirty (30) days after the end of each quarter or after a reasonable request by GSU in conjunction with periodic campus accounting (including fiscal year end accounting), GPTC shall provide GSU with a financial report, in a form reasonably acceptable to GSU, that accounts for all revenues and expenses attributable to the Programming. GPTC shall cause the operations and records of the Station to be audited annually by an independent certified public accountant or Department of Auditing and Accounting of the State of Georgia. GPTC shall also cooperate with GSU's auditor as part of GSU's periodic audit, as may be reasonably requested by GSU and its auditor, including permitting ordinary audit procedures to be followed involving the books and records of GPTC relating to the Programming.

(b) GSU shall keep full and adequate financial and accounting records of its activities in connection with the Station, and make such records, including, but not limited to, bank records, ledgers, accounts, journals, and audits, available for inspection by representatives of GPTC upon reasonable prior written notice. Such books and records shall be maintained in accordance with the accounting rules applicable to GSU established by the State Auditor. Within thirty (30) days after the end of each quarter or after a reasonable request by GPTC in conjunction with periodic accounting by the State (including fiscal year end accounting), GSU shall provide GPTC with a financial report, in a form reasonably acceptable to GPTC, that accounts for all revenues obtained and expenses incurred by GSU in connection with its Station activities. GSU shall cause the operations and records of the Station to be audited annually by the Department of Auditing and Accounting of the State of Georgia or by an independent certified public accountant if use of an independent CPA is required to comply with the terms of a grant for funding for the Station or its programming. GSU shall also cooperate with GPTC's auditor as part of any periodic audit of GPTC, as may be reasonably requested by GPTC and its auditor, including permitting ordinary audit procedures to be followed involving the books and records of GSU with respect to the Station.

8. LICENSE MAINTENANCE.

(a) Generally. GSU, as FCC licensee of the Station, has the ultimate responsibility with respect to all activities in connection with FCC license renewals, applications for facility changes and such other filings and reports as may be required by the FCC. GSU shall be responsible for all such activities and shall prepare and file all necessary documents, filings and reports in consultation with GSU's own legal counsel, provided that GPTC shall provide cooperation and assistance upon GSU's request. GSU and GPTC shall cooperate in promptly responding to all non-frivolous mail, facsimiles, email messages, and telephone calls directed to the Station or to GSU in connection with the Programming provided by GPTC or any other matter relevant to their responsibilities hereunder. GPTC shall provide copies of all such correspondence that it receives to GSU, and GSU shall provide copies of all such correspondence that it receives to GPTC. Promptly upon receipt, GSU shall advise GPTC, and GPTC shall advise GSU, of any

public or FCC complaint or inquiry known to GSU or GPTC, respectively, concerning such Programming, and each shall provide the other with copies of any letters from the public, including complaints concerning such Programming. Upon GSU's request, GPTC shall cooperate with GSU to determine and to respond to any need to broadcast material responsive to such complaints and inquiries. Notwithstanding the foregoing, GSU, as FCC licensee of the Station, shall determine the nature of and submit responses to all matters or inquiries relating to FCC complaints and any other matters required to be responded to by GSU as licensee of the Stations under the rules and regulations of the FCC.

(b) Station Equipment. GSU shall be responsible for the maintenance, repair, and replacement of the Station's transmitter, transmission line, antenna, studios, offices, and related facilities, subject to cost reimbursement by GPTC as provided in Section 1.1(c). GSU shall maintain an operating Emergency Alert System ("EAS") at the Station, and GSU and GPTC shall cooperate in scheduling and logging required EAS tests. GSU shall designate a Chief Operator, who shall conduct required weekly inspections of the transmitter and make appropriate log entries.

9. RESPONSIBILITY OF FCC LICENSEE.

(a) Generally. GSU and GPTC acknowledge and agree that the operation of the Station in compliance with all laws, rules, policies and regulations of the FCC is the ultimate responsibility of GSU. Notwithstanding anything in this Agreement to the contrary, GSU shall retain and exercise ultimate oversight and control of the operation of the Station. Without limiting the foregoing, GSU shall have the right: (i) to promulgate basic Station policies regarding personnel (but with respect to GPTC's employees, only to the extent such personnel are working on matters relating to the Station), finances and programming; (ii) to direct the day-to-day activities of all of GSU's employees; (iii) to inspect any facilities provided by GPTC used at the Station at any time; (iv) to consult with GPTC managerial personnel, to review any FCC-required operating and maintenance records and procedures that GPTC may create or keep, and to investigate operational complaints; and (v) to require written reports, in addition to the financial reports described above, no less often than on a yearly basis, including but not limited to a summary of the Station's programming service, and personnel actions (including EEO compliance). GPTC shall provide sufficient information about the Programming within 7 calendar days after the end of each calendar quarter year to enable GSU to include information about the Programming in its quarterly public inspection file lists of local issues and responsive programming required by the FCC. GPTC shall also on a regular and timely basis provide GSU with donor lists required by Section 73.3527(e)(9) of the FCC's rules for inclusion in the public inspection file. The Chief Financial Officer of GPTC shall be responsible for reporting to GSU officer(s) designated by GSU.

(b) Preemption or Rejecting Programs. GSU shall have the right, upon giving GPTC such notice as may be reasonable, for Emergency Alert announcements or to preempt or reject any program GPTC schedules for broadcast on the Station on the grounds that (i) the program is unsuitable for the Station's audience or does not serve the public interest, (ii) another program will better serve the needs and interests of Station's audience, or (iii) GSU needs to present a program of special local interest that cannot reasonably be broadcast outside the dates and times set forth on Exhibit 1(a)(i), *provided, however*, that GSU shall specify in detail its reasons for

preempting the program and shall negotiate with GPTC in an effort to allow the pre-empted GPTC program to be broadcast in an alternative time period. Notwithstanding any other provision of this Agreement, including but not limited to the termination notice provisions of Section 3, nothing herein shall prevent or preclude GSU from pre-empting or terminating the broadcast of, with or without notice, any content that GSU in good faith believes exposes it to a threat of governmental sanction.

10. DISPUTE RESOLUTION. Subject to the termination provisions in Section 3, in the event that the parties have a dispute about this Agreement and are unable to reach a resolution within a reasonable period of time, not to exceed sixty (60) days, either party may escalate the matter to the contact representatives listed in Section 12 below, who shall meet together promptly to resolve the matter in a mutually satisfactory manner. If they are unable to resolve the matter, either party may terminate this Agreement pursuant to the provisions of Section 3 of this Agreement..

11. DEFENSE OF CLAIMS/INSURANCE.

(a) GPTC and GSU shall each be responsible to the other for any liabilities that may arise out of any claim, law suit, proceeding, FCC investigation, or other claim (collectively "claim") brought against the other as a result of the programming provided by that party for broadcast on the Station. Promptly after receipt by GPTC or GSU of a notice of the intent to, or the commencement of any action, suit, proceeding or investigation in respect of which a claim may be made hereunder, the party receiving the notice shall give written notice thereof to the other; but the failure to so notify will not relieve the party whose programming is the basis of the claim from the obligation to assume the costs of defending the other party. The parties shall cooperate in all reasonable respects with each other in the investigation, trial and defense of such claim and any appeal arising therefrom. Pursuant to Article V, Paragraph 4 of the 1983 Constitution, the Attorney General for the State of Georgia and/or his or her designees shall be the sole legal counsel for parties in any action hereunder. Any settlement of an action hereunder must be approved by the Attorney General.

12. NOTICES. Any written notice to any party required or permitted under this Agreement shall be deemed to have been duly given on the date of personal service on or on the date of receipt by the party to whom notice is to be given, and shall be addressed to the addressee at the address stated below, or at the most recent address specified by written notice under this provision.

If to GSU:

Georgia State University
Office of Legal Affairs
P.O. Box 3987
Atlanta, Georgia 30302-3987
Attn: Kerry Heyward, Esq., University Attorney
Phone: 404-413-0500
Email: kheyward@gsu.edu

With a copy (which shall not constitute notice) to:

Fletcher, Heald & Hildreth, PLC
Attn: Peter Tannenwald, Esq.
Special Assistant Attorney General
1300 N. 17th St., 11th Floor
Arlington, VA 22209-3801
Phone: 703-812-0404
Email: tannenwald@fhhlaw.com

If to GPTC:

Georgia Public Telecommunications Commission
260 14th St. NW
Atlanta, Georgia 30318
Attn: Teya Ryan, President and CEO
Phone: 404-685-2415
Email: tryan@gpb.org

With a copy (which shall not constitute notice) to:

Margaret L. Miller, Esq.
Special Assistant Attorney General
Gray Miller Persh LLP
1200 New Hampshire Avenue
Washington, DC 20036
Telephone: (202) 776-2914
Email: mmiller@graymillerpersh.com

13. SEVERABILITY

If any provision of this Agreement shall be prohibited by or invalid under applicable law, including, but not limited to, any ruling by the FCC regarding noncommercial programming agreements generally, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement, provided that such remaining portions or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.

14. BINDING ON SUCCESSORS

This Agreement may not be assigned by either party without the other party's consent, which may be given or withheld in its sole discretion. Any attempted assignment without such consent shall be cause for immediate termination of the Agreement by the other party.

15. COMPLETE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the management and operation of the Station during the Term. This Agreement shall not be modified or amended except by agreement in writing duly executed by the parties hereto.

16. FORBEARANCE; WAIVER

No waiver of by a party of any right under this Agreement, and no forbearance by a party from enforcing any right hereunder, shall bind or obligate that party to any future waiver of or forbearance from enforcing the same or any other right of said party hereunder.

17. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia and interpreted consistently with federal communications law.

18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one agreement.

[Signatures are on the next page]

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

GEORGIA STATE UNIVERSITY

By: 

Title: PRESIDENT

GEORGIA PUBLIC TELECOMMUNICATIONS COMMISSION

By: 

Title: President

EXHIBIT 1(a)(i)

Programming

Programming. GPTC will provide and GSU will cause to be broadcast over the Station news/information format programming 365 days per year, Sunday through Saturday between 5:00 a.m. and 7:00 p.m., provided that GSU will suspend or allow pre-emption of the GPTC programming feed on WRAS when necessary to accommodate live Saturday afternoon broadcasts of GSU football home games and up to two (2) times per season other than Saturday to accommodate live broadcasts of GSU football, subject to appropriate rights clearance for such GSU football broadcasts. GSU reserves for its own use and shall retain the right to provide programming for broadcast by the Station between the hours of 7:00 p.m. and 5:00 a.m. and any other hours during which GPTC fails to provide Programming.

- GPTC will be responsible for all program acquisition and rights fees from entities such as National Public Radio (NPR), American Public Media (APM), Public Radio International (PRI) and others for the right to broadcast its Programming on the Station, including music rights fees.
- GPTC will be responsible for fashioning a daily news/information schedule intended to best serve audiences across the Atlanta market with non-commercial, educational programming.
- GSU will be responsible for producing or causing to be produced any and all coverage of GSU football that will be carried on Station WRAS.
- As required by FCC rules, GSU, as licensee of Station WRAS, shall retain ultimate control of the Station at all times.

EXHIBIT 1(c)

EXPENSE REIMBURSEMENT

The following is a partial list of reimbursable expenses incurred by GSU in the operation of the Station.

Electric power	\$48,000 per year
Salary and benefits of staff supervisor	\$49,042 per year
Occupied office and studio space, more than \$	2,958 per year

Attachment 1
STATEMENT OF PROGRAMMING POLICIES OF
LICENSEE

The Board of Regents of the University System of Georgia ("Regents") for and on behalf of Georgia State University ("Licensee"), Licensee of Radio Station WRAS, Atlanta, GA (the "Station"), hereby establishes the following standards, practices, policies and regulations to govern the broadcast of all programming aired by Georgia Public Telecommunications Commission over the facilities of the Station. The following standards, practices and policies are to be adhered to in the production, acquisition and broadcasting of all announcements and programs aired over the Station:

(a) No Payola Or "Plugola". The mention of any business activity or "plug" for any commercial, professional or other related endeavor on the Station is prohibited, except for acknowledgement of receipt of contributions or donations supporting Programming, including those acknowledged by underwriting credits, in compliance with the requirements of Section 399B of the Communications Act and Section 73.503(d) of the rules of the Federal Communications Commission ("FCC"). Such messages must contain a sponsorship identification announcement which meets the requirements of Section 317 of the Communications Act and Section 73.1212 of the FCC's rules.

(b) No Lotteries. Except as expressly permitted under Section 73.1211 of the FCC's rules, no announcements, messages or programs may be broadcast over the Station (without the express prior written approval of the Licensee) which give any information about or which promote any lotteries or games of chance, including any bingo games and the like which are to be held by a local church or other non-profit institution or organization. A lottery, for these purposes, is a game or promotion in which a prize is awarded and where the selection of the winner or the amount or nature of the prize is determined in whole or in part on the basis of chance, and where

contestants enter the promotion by paying or promising any form of consideration (e.g., money, substantial time, or substantial energy).

(c) Station Identification Announcements Required. A station identification announcement agreed to by GSU and GPTC must be broadcast each hour, as close to the top of the hour as feasible, at a natural break in programming, and shall comply with the requirements of Section 73.1201 of the FCC's rules.

(d) Contests and Promotions. In the event that the Programming contains information about any contest that GPTC conducts, GPTC shall comply with Section 73.1216 of the FCC's rules by fully and accurately disclosing the material terms of the contest and by conducting the contest "substantially as announced." No contest description shall be broadcast on the Station where GPTC knows that such description is false, misleading or deceptive with respect to any material term.

(e) Obscenity and Indecency Prohibited. No obscene or indecent material may be broadcast over the facilities of the Station at any time, including FCC "safe harbor" hours. For these purposes, "indecent" material is defined as language or material that describes sexual or excretory activities or organs in a patently offensive manner, as measured by contemporary community standards for the broadcast medium. Material will be considered obscene if (a) the average person, applying contemporary community standards, would find that the material appeals to the prurient interest, (b) it describes or depicts, in a patently offensive manner, sexual conduct as defined by applicable state law, and (c) taken as a whole, it lacks serious literary, artistic, political or scientific value.

(f) Advertising. No advertisements as defined by Section 399B of the Communications Act and Section 73.621 of the FCC's rules, shall be broadcast on the Station.

(g) Defamatory Statements Prohibited. No libelous or defamatory statements may be broadcast on the Station. Libel is a false statement of fact about a person, which

tends to injure that person's reputation or otherwise cause injury or damages to that person.

(h) "Equal Time" For Political Candidates. No legally qualified candidate for public office shall be allowed to "use" (as defined in Section 73.1941(b) of the FCC's rules) the Station during his/her campaign without the prior written consent of Licensee, which consent will not be unreasonably withheld. In case of a "use" by a candidate, his/her legally qualified opponents must be afforded equal opportunities to appear on the Station during the times that GPTC is programming the Station.

(i) Sponsorship Identification Announcements. All programs where any consideration is received for their content or their broadcast must (a) contain an announcement stating the fact that the matter broadcast was sponsored, paid for, furnished by, or in support of the Station, and must disclose the true identity of the person or entity on whose behalf payment was made or promised for the broadcast, or (b) otherwise comply with Section 317 of the Communications Act and Section 73.1212 of the FCC's rules. Whenever such a sponsorship identification announcement is required, the announcement must be made both at the beginning and conclusion of each program of over five minutes in length. If a sponsored broadcast is five minutes or less in duration, only one such announcement is required, and it may be made either at the beginning or the conclusion of the broadcast or announcement.