

parties. The last date upon which it is signed shall be deemed the date upon which it is executed and effective.

14. In the event that this Agreement terminates before the conditions for distribution of the Escrowed Funds occurs, the Escrowed Funds and all interest earned thereon will be returned to Gradick.

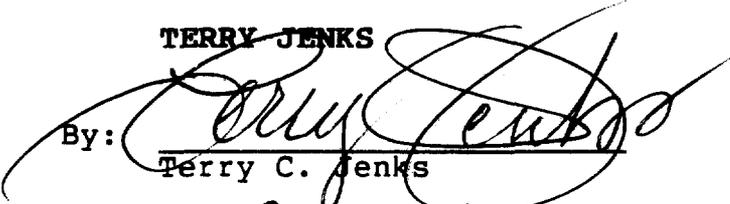
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

STEVEN L. GRADICK

By: _____
Steven L. Gradick

Date: _____

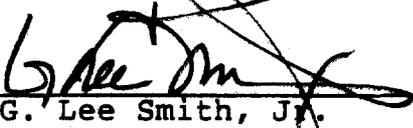
TERRY JENKS

By:  _____
Terry C. Jenks

Date: 9-13-93

CO-ESCROW AGENT

G. Lee Smith, Jr., Esq.
305 Courtyard Square
Carrollton, Georgia 30117

By:  _____
G. Lee Smith, Jr.

Date: September 10, 1993

CO-ESCROW AGENT

Audrey P. Rasmussen, Esq.
O'Connor & Hannan
1919 Pennsylvania Ave., N.W.
Suite 800
Washington, D.C. 20006

By:  _____
Audrey P. Rasmussen

Date: September 16, 1993

parties. The last date upon which it is signed shall be deemed the date upon which it is executed and effective.

14. In the event that this Agreement terminates before the conditions for distribution of the Escrowed Funds occurs, the Escrowed Funds and all interest earned thereon will be returned to Gradick.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

STEVEN L. GRADICK

By:


Steven L. Gradick

Date: September 14, 1993

TERRY JENKS

By:

Terry C. Jenks

Date: _____

CO-ESCROW AGENT

G. Lee Smith, Jr., Esq.
305 Courtyard Square
Carrollton, Georgia 30117

By:

G. Lee Smith, Jr.

Date: _____

CO-ESCROW AGENT

Audrey P. Rasmussen, Esq.
O'Connor & Hannan
1919 Pennsylvania Ave., N.W.
Suite 800
Washington, D.C. 20006

By:

Audrey P. Rasmussen

Date: _____

ATTACHMENT B

PROMISSORY NOTE

\$42,000.00

FOR VALUE RECEIVED, the undersigned, STEVEN L. GRADICK ("Borrower") promises to pay to the order of TERRY C. JENKS, ("Payee"), at 12017 Running Creek Road, Louisville, Kentucky, 40224, or at such other place as the Payee may designate in writing, the principal sum of Fifty-Two Thousand and No/100 (\$52,000.00), or such lesser amount as shall be determined by the Final Order of the Federal Communications Commission regarding the applications of the parties hereto for a construction permit for Channel 288A in Bowdon, Georgia. Said payments to be made as follows: Borrower agrees to pay Ten Thousand and No/100 (\$10,000.00), to be held in escrow, until the award of the license by the Federal Communications Commission. The remainder, Forty-Two Thousand and No/100 (\$42,000.00) due and payable in equal monthly installments of One Thousand Dollars (\$1,000.00) paid by the first of each month and continuing thereafter until the balance is satisfied. Said payments to begin on the earlier of (1) the date Borrower commences operation of his new FM station at Bowdon, Georgia, pursuant to program test authority, or (2) eighteen months after the order approving the settlement agreement between the parties hereto is released.

Time

The parties hereto acknowledge that time is of the essence of this Note.

Default

If Borrower fails to make payment of any part or installment of principal when due under the terms herein, Payee shall send written Notice of Default to Borrower and affording Borrower ten (10) business days from the date of the Notice to cure the Default. Notice shall be effective from the date of mailing by certified mail, return receipt requested to Borrower at:

2225 Victory Church Road
Bowdon, Georgia 30100

with copy to:

Audrey P. Rasmussen, Esquire
O'Connor & Hannan
1919 Pennsylvania Avenue, N.W.
Suite 800
Washington, D.C. 20006

If Borrower shall fail to cure the Default within the time limitation above (or within such extension of time as may be granted by Payee), Borrower agrees to assign to payee upon FCC approval, the authorization for the new FM station and Channel 288A at Bowdon, Georgia, (or any authorization granted to Borrower as an improvement or substitution to Channel 288A at Bowdon) in consideration for which Payee will pay to Borrower, at closing, a sum equal to the total amount paid by Borrower to Payee as of that date pursuant to the terms of this settlement agreement between the parties hereto. Borrower agrees to work with Payee in preparing, filing and prosecuting all necessary applications to the FCC and in seeking all approval and consents necessary to effectuate the assignment to Payee.

Payment Provision

If Borrower for any reason surrenders his construction permit or license for the new Bowdon FM broadcast station, or if Borrower's authorization is revoked, rescinded, cancelled or otherwise forfeited before Borrower has completed the payments required herein, the Borrower's obligation herein shall survive and shall not be terminated or cancelled.

Collection Costs

Borrower agrees to pay the actual expenditures made in any attempt to enforce the default provisions of this Note, including any reasonable attorneys fees incurred by the Payee.

Prepayment Provision

Borrower may prepay this Note in whole or in part at any time without penalty, except that no prepayment can be made without the written approval of the Payee if this Note is in default as defined above.

Time Extension

The date on which this instrument is payable may be extended at the option of the Payee for such period of time as the Payee sees fit. If an extension is granted, it must be in writing signed by all parties hereto with the new due date clearly indicated. No extension of time for payment of all or any part of the amount owing on this Note at any time shall waive or otherwise affect the liability of the Borrower, or any surety, guarantor, or endorser of this Note.

Acceleration

Borrower may not sell, assign, convey or transfer control over the authorization for the new FM station at Bowdon, Georgia, without first prepaying the whole sum of the outstanding principal then unpaid in compliance with the prepayment provisions included in this Promissory Note.

Governing Law

This Note shall be construed under the laws of the State of Georgia.

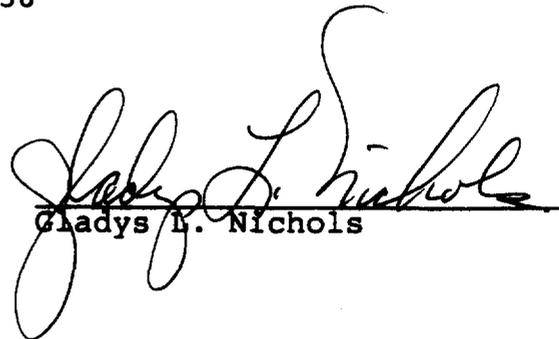
Borrower
Address: _____

CERTIFICATE OF SERVICE

I, Gladys L. Nichols, do hereby certify that on this 16th day of September, 1993, the foregoing **JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT AND MOTION FOR SUSPENSION OF PROCEDURAL DATES**, was served on the following persons by
By Hand:

Honorable Richard L. Sippel
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W.
Washington, D.C. 20036

James Shook
Mass Media Bureau
2025 M Street, N.W.
Room 7212
Washington, D.C. 20036


Gladys L. Nichols