

STATE OF ALABAMA)

JEFFERSON COUNTY)

STATION SERVICE AGREEMENT

This is an agreement by and between American Management & Marketing Corporation (referred to as "AMMC") and American Trust Corporation, (referred to as the "Licensee").

WHEREAS, Licensee owns and operates AM station WIQR, pursuant to a license from the Federal Communications Commission ("FCC") for its operation at 800 County Line Road Prattville, Alabama, 36067 and ATC is an experienced radio broadcaster which holds the FCC license for AM station WIQR-AM in Prattville, Alabama.

WHEREAS, AMMC has financial resources and the capability of operating WIQR successfully:

WHEREAS, Licensee and AMMC recognize the public interest in maintaining radio service to the public and the prevailing public policy of the FCC in sanctioning the continued operation of a station such as WIQR.

WHEREAS, Licensee and AMMC desire to arrange for WIQR to remain on the air and to serve the public by means of an arrangement for AMMC to perform

certain services for and on WIQR under the overall control of Licensee;

Now, therefore, Licensee and AMMC agree as follows:

1. This agreement shall be effective on March 1, 1996, and shall remain in effect until February 28, 1999, subject to Section 9 hereof. However, the First Month's Lease Price must be paid in full on or before March 1, 1996.
2. Licensee hereby grants to AMMC the right to manage the programs, time and facilities and commercial operations of WIQR, all under Licensee's control.
3. AMMC agrees to provide radio program service, commercial service, facilities, and other aspects of the operation of WIQR, all under Licensee's control. AMMC's obligations and rights hereunder are to provide commercial radio broadcast service on WIQR which will be consistent with the interests of the public in Prattville, Alabama within the signal range of the station, subject to Licensee's control. AMMC's plans for news, public affairs, local information, sports, political, public issue, and other material will be reviewed by Licensee, for suitability for broadcast under standards, rules and policies of the FCC. AMMC's continued operations shall be monitored and reviewed by Licensee, and Licensee shall have the right and duty to effect compliance with the standards, rules and policies of the FCC.
4. AMMC's operations of WIQR shall be subject to the following:
 - 4.1 The main studio of AMMC shall be operated as required by FCC Rule 73.1125.
 - 4.2 The technical operation of WIQR shall be conducted under the requirements of Parts 1, 17 and 73 of the FCC Rules and the direction of a competent chief operator, as required by FCC Rule 73.1870.
 - 4.3 Programming of WIQR shall meet the needs of the public in the WIQR service area.
 - 4.4 AMMC shall maintain the WIQR Local Public File for the Licensee, as required by FCC Rule 73.3526.

- 4.5 AMMC shall employ licensed radio operators for WIQR as required by FCC Rule 73.1860.
 - 4.6 AMMC shall render to Licensee adequate reports of its operations on WIQR to permit the Licensee to satisfy itself as to the operations of WIQR.
 - 4.7 AMMC will sell and service advertising on WIQR in accordance with the basic plans and policies of the Licensee, and AMMC's own procedures and strategies. In the course of providing such advertising, AMMC shall take special precautions for the observance of the requirements of Section 315 of the Communications Act of 1934, as amended, ("The Act") as well as FCC Rules 73.1930 and 73.1940, and of Sections 507 and 508 of the Act.
 - 4.8 The Licensee shall have access to the records, personnel and facilities of AMMC to enable the Licensee to carry out its obligations as the licensee of WIQR. The Licensee shall complete and file all FCC and other governmental reports and applications, with the cooperation and assistance of AMMC.
 - 4.9 AMMC shall aid and assist the Licensee in carrying out WIQR's EEO obligations, as provided in FCC Rules 73.2080 and 73.3612.
 - 4.10 Licensee shall have the right to reject a program of AMMC, at any time, if Licensee determines, in its sole judgment, that such programming is inconsistent with Licensee's obligations under the FCC's Rules and policies or the Act.
5. American Management & Marketing Corporation agrees to Lease from the Licensee the assets of WIQR listed on Exhibit A hereto for the term of this Agreement, and AMMC shall pay the Licensee \$3,500 per month, payable on the first day of each such month. If the lease amount is not paid by the tenth of each month a late charge of 10% of the Monthly Lease Price will also be due.
6. All equipment including, but not limited to that contained in Exhibit A, shall be properly maintained and returned in workable condition.

7. AMMC will be responsible for the payment of any attorney's fees in the event of collection, eviction, or any other such processes.

8. This Agreement may be cancelled by either party on sixty days written notice.

9. This Agreement is subject to the requirements of the Act and the laws of the State of Alabama. It shall be construed thereunder, and it shall be enforced in the courts of the State of Alabama.

10. Notices hereunder shall be given by certified U. S. Mail, by a National Courier of paper instruments such as Federal Express; or by fax, any of these being prepaid.

Notice shall be sent:

To the Licensee:

American Trust Corporation
P. O. Box 11385
Birmingham, AL 35202

To AMMC:

American Management & Marketing Corporation
1614 3rd Avenue North
Birmingham, Al 35203

11. The parties have signed this Agreement this _____ day of February, 1996.

FOR THE LICENSEE,

ATTEST:

AMERICAN TRUST CORPORATION

BY: Alesia Smith
President

ATTEST:

AMERICAN MANAGEMENT & MARKETING CORPORATION

BY: Deborah S. Lumpkin
President

EXHIBIT A

1. Building and Tower Site located at 800 County Line Road, Prattville, Alabama 36067
2. All Recording and Broadcasting Equipment located on premises above in #1
3. The Broadcasting License for The Frequency 1410 KHz Prattville, Alabama
4. The Call Letters WIQR
5. All Office Equipment and all Office Furnishings used in the operation of the Radio Station.