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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 28, 2007

**SAGA COMMUNICATIONS, INC.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-11588**  
(Commission File Number)

**38-3042953**  
(IRS Employer  
Identification No.)

**73 Kercheval Avenue**  
**Grosse Pointe Farms, MI**  
(Address of Principal Executive Offices)

**48236**  
(Zip Code)

Registrant's telephone number, including area code: **(313) 886-7070**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(e) *Employment Agreement – Edward K. Christian.* The Company and Edward K. Christian, its Chairman, President and CEO, entered into an employment agreement which becomes effective as of April 1, 2009, following the expiration of his current employment agreement with the Company. Unless Mr. Christian's employment has been earlier terminated pursuant to the terms of the current employment agreement, the new employment agreement terminates on March 31, 2014.

Under the terms of the new employment agreement, Mr. Christian continues as Chairman, President and CEO of the Company. The new employment agreement provides for an annual base salary of \$750,000 per year. On each anniversary of the new employment agreement, the Compensation Committee shall determine, in its discretion, the amount of any increase to Mr. Christian's then existing annual salary provided, however, that such increase shall not be less than the lesser of 3% or the cost of living increase. Also, Mr. Christian shall be eligible for bonuses and stock options in amounts determined by the Compensation Committee in its discretion based on the performance of the Company and accomplishment of objectives mutually established by the Compensation Committee and Mr. Christian. In connection with the execution of the new employment agreement, Mr. Christian is being paid an extension payment of \$100,000. In addition, if Mr. Christian's employment is terminated for any reason, including death or voluntary resignation, but not for cause, the Company will continue to provide health insurance and medical reimbursement to Mr. Christian and his wife and maintain all existing life insurance policies for a period of ten years.

The agreement provides that upon the sale of all or substantially all of the assets or stock of the Company or the consummation of a merger or consolidation involving the Company in which the Company is not the surviving corporation (but excluding the sale or transfer of control which does not involve an assignment of control of licenses or permits issued by the FCC), Mr. Christian's employment will be terminated and he will be paid an amount of cash equal to 2.99 times the average of his total annual compensation (including bonuses but excluding stock options) for each of the three immediately preceding periods of twelve consecutive months. In addition, like the current employment agreement, the Company shall pay Mr. Christian the amount necessary to enable him to pay any federal and state tax liabilities, including excise taxes under Internal Revenue Code, Sections 280G and 4999, which result by reason of receipt of such payments.

Like the current employment agreement, the agreement contains a covenant not to compete restricting Mr. Christian from competing with the Company in any of its markets if he voluntarily terminates his employment with the Company or is terminated for cause, for a three year period thereafter.

*Change in Control Agreements – Named Executive Officers.* As of December 28, 2007, Samuel D. Bush, Senior Vice President and Chief Financial Officer, Steven J. Goldstein, Executive Vice President and Group Program Director, Warren S. Lada, Senior Vice President of Operations and Marcia K. Lobaito, Senior Vice President, Corporate Secretary and Director of Business Affairs, entered into Change in Control Agreements. A change in control is defined to mean the occurrence of (a) any person or group becoming the beneficial owner, directly or indirectly, of more than 30% of the combined voting power of the Company's then outstanding securities and Mr. Christian ceasing to be Chairman and CEO of the Company; (b) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which results in the voting securities of the Company outstanding immediately prior thereto continuing to represent more than 50% of the combined voting securities of the Company or such surviving entity; or (c) the approval of the stockholders of the Company of a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of its assets.

If there is a change in control, the Company shall pay a lump sum payment within 45 days thereof of 1.5 times the average of the executive's last three full calendar years of such executive's base salary and any annual cash bonus paid. In the event that such payment constitutes a "parachute payment" within the meaning of Section 280G subject to an excise tax imposed by Section 4999 of the Internal Revenue Code, the Company shall pay the executive an additional amount so that the executive will receive the entire amount of the lump sum payment before deduction for federal, state and local income tax and payroll tax. In the event of a change in control (other than the approval of plan of liquidation), the Company or the surviving entity may require as a condition to receipt of payment that the executive continue in employment for a period of up to six months after consummation of the change in control. During such six months, executive will continue to earn his pre-existing salary and benefits. In such case, the executive shall be paid the lump sum payment upon completion of the continued employment. If, however, the executive fails to remain employed during this period of continued employment for any reason other than (a) termination without cause by the Company or the surviving entity, (b) death, (c) disability or (d) breach of the agreement by the Company or the surviving entity, then executive shall not be paid the lump sum payment. In addition, if the executive's employment is terminated by the Company without cause within six months prior to the consummation of a change in control, then the executive shall be paid the lump sum payment within 45 days of such change in control.

**Item 9.01. Financial Statements and Exhibits.**

- (d) Exhibits
- 10(p) Employment Agreement of Edward K. Christian dated as of December 28, 2007.
- 10(q) Change in Control Agreement of Samuel D. Bush dated as of December 28, 2007.
- 10(r) Change in Control Agreement of Steven J. Goldstein dated as of December 28, 2007.
- 10(s) Change in Control Agreement of Warren S. Lada dated as of December 28, 2007.
- 10(t) Change in Control Agreement of Marcia K. Lobaito dated as of December 28, 2007.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**SAGA COMMUNICATIONS, INC.**

Dated: January 4, 2008

By: /s/ Edward K. Christian  
Edward K. Christian  
Chairman, President and CEO

### **Exhibit Index**

- 10(p) Employment Agreement of Edward K. Christian dated as of December 28, 2007.
- 10(q) Change in Control Agreement of Samuel D. Bush dated as of December 28, 2007.
- 10(r) Change in Control Agreement of Steven J. Goldstein dated as of December 28, 2007.
- 10(s) Change in Control Agreement of Warren S. Lada dated as of December 28, 2007.
- 10(t) Change in Control Agreement of Marcia K. Lobaito dated as of December 28, 2007.

**EMPLOYMENT AGREEMENT**

THIS SUCCESSIVE EMPLOYMENT AGREEMENT is dated as of December 28, 2007 (the "Successive Agreement"), effective as of April 1, 2009 (the "Effective Date"), between SAGA COMMUNICATIONS, INC. (the "Corporation") and EDWARD K. CHRISTIAN ("Christian").

WHEREAS, the Corporation and Christian are parties to the Employment Agreement dated April 1, 2002 (the "Employment Agreement").

WHEREAS, the term of the Employment Agreement terminates on March 31, 2009.

WHEREAS, the Corporation desires to ensure the continuity of management following the termination of such term and, accordingly, the Corporation wishes to thereafter continue to employ Christian as Chairman, President and Chief Executive Officer of the Corporation on the terms and conditions herein set forth;

WHEREAS, Christian wishes to be so thereafter employed by the Corporation in those capacities pursuant to such terms and conditions; and

WHEREAS, the salary for Christian established in this Successive Agreement has been determined from a compensation study performed in 2007 at the request of the Compensation Committee of the Corporation.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Corporation and Christian agree as follows:

1. The Employment Agreement shall remain in full force and effect until its expiration on March 31, 2009, except as it may be earlier terminated pursuant to the provisions thereof. This Successive Agreement shall become effective on the Effective Date simultaneous with the expiration of the Employment Agreement, unless Christian's employment has been earlier terminated pursuant to the provisions of the Employment Agreement.

2. The Corporation hereby agrees to employ Christian, effective on the Effective Date, as Chairman, President and Chief Executive Officer of the Corporation and in such additional capacities for the Corporation and/or its affiliates as the Corporation may from time to time direct. The term (hereinafter referred to as "the Term") of Christian's employment under this Successive Agreement shall commence on the date hereof and, except as it may be earlier terminated pursuant to the provisions hereof, shall terminate March 31, 2014.

3. Christian hereby accepts such employment and agrees to devote such of his working time and effort as shall be necessary to perform his duties.

4. During the Term of this Successive Agreement, Christian shall be based in the Corporation's corporate offices in Grosse Pointe Farms, Michigan.

5. The Corporation shall pay to Christian for all services rendered by him under this Successive Agreement an annual salary at the rate of \$750,000 per year effective April 1, 2009, payable in installments of two (2) week intervals. In addition, Christian shall be eligible to participate, in

accordance with their terms, in all medical and health plans, life insurance, profit sharing, 401(k) plan and such other employment benefits and stock option programs as are maintained by the Corporation or its affiliates for other key employees performing services; provided that the Corporation and its affiliates shall at all times be free to terminate, modify or amend such plans. During the Term the Corporation will maintain in force all existing policies of insurance on Christian's life, including the existing split dollar policy. During the Term the Corporation shall also pay for Christian to participate in an executive medical plan and shall maintain in force its existing medical reimbursement policy.

6. On each anniversary of the Effective Date beginning on April 1, 2010, the Corporation's Compensation Committee shall determine in its discretion the amount of an increase (but not decrease) to Christian's then existing annual salary provided, however, that such increase shall not be less than the lesser of three percent (3%) or the cost of living increase determined under this paragraph 6. The cost of living increase shall be based on the percentage increase in the Consumer Price Index for all Cities ("CPI") published by the Bureau of Labor Statistics of the United States Department of Labor (or such other comparable standard as may then be in effect) determined by comparing the respective year end CPI's of the two previous calendar years.

7. In addition to the salary specified in paragraph 5 and the annual increases specified in paragraph 6, Christian shall be eligible for (a) stock options in such amounts as shall be approved by the Compensation Committee of the Corporation from time to time, and (b) bonuses in such amounts as shall be determined by the Compensation Committee of the Corporation in its discretion based on the performance of the Corporation and the accomplishment of objectives mutually established by the Compensation Committee and Christian. The Corporation shall pay Christian an extension payment of \$100,000 upon execution of this Successive Agreement.

8. The Corporation shall cause Christian to be reimbursed for all reasonable expenses incurred by him in the performance of his duties hereunder in each case in accordance with the Corporation's rules and regulations as in effect from time to time.

9. During his employment hereunder, the Corporation agrees that Christian shall be furnished with an automobile to be used in connection with his duties hereunder, payment for the expenses of such automobile, and such other fringe benefits as have been afforded him in the past or as consistent with his position.

10. Christian shall be entitled to a reasonable amount of paid vacation time in each calendar year, consistent with the provisions of paragraph 3.

11. If Christian, during the Term of this Successive Agreement, shall fail to render substantially the services required of him hereunder for a continuous period of eight (8) months or an aggregate period of twelve (12) months during any eighteen (18) consecutive months (excluding vacations) by reason of his physical or mental disability, as determined by a physician acceptable to the Corporation and Christian, either party shall have the right to terminate this Successive Agreement effective upon thirty (30) days' notice at any time after the eight (8) month or twelve (12) month period, as the case may be, so long as the disability is continuing.

12. The Corporation may, by the vote of a majority of independent directors of the Corporation, terminate Christian's employment under this Successive Agreement at any time "for cause" which term, as used herein, shall mean, conviction of a felony; willful misconduct; gross neglect of duty; material breach of fiduciary duty to the Corporation; or material breach of this Successive Agreement provided, however, that Christian may be terminated "for cause" only after not less than

thirty (30) days' notice to Christian and an opportunity for Christian to be heard and to address the charges levied.

13. Christian's employment under this Successive Agreement shall automatically terminate upon his death or upon the consummation of a sale or transfer of control of all or substantially all of the assets or stock of the Corporation or the consummation of a merger or consolidation involving the Corporation in which the Corporation is not the surviving corporation. Notwithstanding the foregoing, any of the above described transactions which does not involve an assignment or transfer of control of licenses or permits issued by the Federal Communications Commission (excluding for this purpose any so-called pro forma transfer of control) shall not cause Christian's employment to terminate.

14. Upon termination of Christian's employment under paragraph 13 (other than by reason of death), the Corporation will thereupon pay Christian an amount of cash equal to 2.99 times the average of Christian's total annual compensation (including bonuses but excluding stock options) for each of the three immediately preceding (and not overlapping) periods of twelve consecutive months. In addition, the Corporation shall pay Christian such amount as is necessary to enable Christian to pay all tax liabilities under Internal Revenue Code Sections 280G and 4999 and all federal and state tax liabilities arising by reason of payments received pursuant to this sentence, it being the intent of the parties that Christian be made whole with respect to the economic effect of Internal Revenue Code Sections 280G and 4999 in connection with his employment.

15. Christian agrees that he will not, during the term of this Successive Agreement, or thereafter, divulge or disclose to unauthorized parties any confidential matters of facts relating to the operation of the Corporation or its subsidiaries which may become known to him by reason of his performance of duties under this Successive Agreement.

16. All material and ideas pertaining to the business of the Corporation or any of its subsidiaries that are acquired, obtained, created or developed during the term of this Successive Agreement shall belong solely to the Corporation.

17. At any time during the Term of this Successive Agreement should Christian voluntarily terminate his employment with the Corporation, or in the event this Successive Agreement is terminated "for cause" by the Corporation pursuant to the provisions of Section 12 hereof, Christian agrees that for a period of three (3) years thereafter he shall not, without written permission from the Corporation, directly or indirectly own, manage, operate, joint venture, control, be employed by or participate in the ownership, management, operation, control of or be connection in any way with, any radio or television station the primary transmitter of which is located within 65 miles of the community license of a radio or television station (i) then operated by the Corporation or any subsidiary thereof or (ii) then subject to a sale or purchase contract to which the Corporation or any subsidiary or parent thereof is a party.

18. At the time during the Term of this Successive Agreement if Christian's employment with the Corporation is terminated for any reason, including death or voluntary resignation by Christian, other than a "for cause" termination by the Corporation, the Corporation shall continue to provide health insurance and medical reimbursement, commensurate with all health insurance and medical reimbursement programs under this Successive Agreement, to Christian and his spouse and to maintain in force all existing life insurance policies for a period of ten (10) years. At the conclusion of the ten (10) year period, Christian or his spouse, at his/her option and expense, may continue such health insurance under the federal COBRA law and the Corporation shall transfer ownership of such life insurance policies to Christian, his spouse or assignee, or any of them from the Corporation.



19. Any notice hereunder shall be effective if given or tendered by registered or certified mail, return receipt requested, to Saga Communications, Inc., or to Christian addressed to its/his respective attention at:

73 Kercheval Avenue  
Grosse Point Farms, MI 48236

or at such other address as may be set forth in a notice hereunder.

20. This Successive Agreement may be modified or terminated only in writing signed by both parties and shall not be assigned by either party without the prior written consent of the other. Any attempted assignment without such consent shall be void. This Successive Agreement contains the entire understanding of the parties with respect to its subject matter and, on entering into it, neither party has relied upon any representation, warranty or covenant not expressly set forth herein.

21. This Successive Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have duly executed this Successive Agreement as of the day and year first set forth.

SAGA COMMUNICATIONS, INC.

By: /s/ Jonathan Firestone  
Jonathan Firestone  
Chair, Compensation Committee

/s/ Edward K. Christian  
Edward K. Christian

**CHANGE IN CONTROL AGREEMENT**

This Change in Control Agreement (this “Agreement”) between SAGA COMMUNICATIONS, INC. (the “Corporation”) and the undersigned executive (“Executive”) is effective on the date set forth following the parties’ signatures below.

**RECITALS**

Executive is a valued member of the Corporation’s management team. The Corporation desires to furnish Executive with a payment in the event of a Change in Control, subject to the terms and conditions set forth in this Agreement.

The Corporation and Executive agree as follows:

1. **Change in Control Definition.** For the purpose of this Agreement, “Change in Control” shall mean the occurrence, subsequent to the effective date of this Agreement, of any of the following:

(a) Any “person” or “group” (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) other than Edward K. Christian, the Corporation, any trustee or other fiduciary holding Corporation common stock under an employee benefit plan of the Corporation or a related company, or any corporation which is owned, directly or indirectly, by the stockholders of the Corporation in substantially the same proportions as their ownership of the Corporation’s common stock, is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of more than thirty percent (30%) of the combined voting power of the Corporation’s then outstanding securities and Edward K. Christian ceases to be the Chairman and Chief Executive Officer of the Corporation;

(b) The consummation of a merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation which would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting securities of the Corporation or such surviving entity outstanding immediately after such merger or consolidation; or

(c) The approval of the stockholders of the Corporation of a plan of complete liquidation of the Corporation or an agreement for the sale or disposition by the Corporation of all or substantially all of its assets.

2. **Change in Control Payment.** The Corporation shall pay Executive a lump sum payment (the “Change in Control Payment”) within forty-five (45) days after the consummation of a Change in Control. Notwithstanding the previous sentence, if Executive is furnished with the notice under Section 4 of this Agreement, the time of the Change in Control Payment and conditions of such payment shall be governed by Section 4. The Change in Control Payment

shall be calculated at one and one-half (1.5) times the average of Executive's last three (3) full calendar years of Cash Compensation. "Cash Compensation" means the total of Executive's base salary and any annual cash bonus paid. The change in Control Payment shall be due only upon consummation of the first Change in Control following the effective date of this Agreement and not upon any subsequent Change in Control. In the event that the Change in Control Payment would constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code and the Change in Control Payment would be subject to the excise tax imposed by Section 4999 of such Code, the Corporation shall pay Executive an additional amount such that the net amount retained by Executive, after deduction of such excise tax on the Change in Control Payment and any federal, state and local income tax and payroll tax on the additional amount paid, but before deduction for any federal, state and local income tax and payroll tax on the Change in Control Payment, shall be equal to the Change in Control Payment. The good faith opinion of the Corporation's independent certified public accountants, appointed prior to the Change in Control, that the Change in Control Payment is not a "parachute payment" or is not subject to such excise tax, shall be conclusive. The Corporation shall bear the cost of any such opinion by such accountant.

**3. Termination of Employment.** If Executive's employment is terminated by the Corporation without Cause within six (6) months prior to the consummation of a Change in Control, then Executive shall be paid the Change in Control Payment at the time set forth in Section 2. For the purpose of this Agreement, "Cause" means (a) willful dishonesty involving the Corporation, excluding good faith expense account disputes, (b) conviction of or entering of a no contest plea to a felony or other crime involving material dishonesty or moral turpitude, (c) material failure or refusal to perform Executive's duties or other lawful directive from the Corporation's CEO or Board of Directors which is not cured by the Executive within ten (10) days after receipt by Executive of a written notice from the Corporation specifying the details thereof, (d) willful violation by Executive of the Corporation's lawful policies or of Executive's fiduciary duties, which violation is not cured by the Executive within ten (10) days after receipt by Executive of a written notice from the Corporation specifying the details thereof, (e) Executive's willful violation of the Corporation's published business conduct guidelines, code of ethics, conflict of interest or similar policies or (f) illegal drug or substance abuse or addiction by Executive which is not protected by law.

Except as set forth in this Section 3, Executive shall not be paid the Change in Control Payment unless Executive is employed with the Corporation at the time that the Change in Control is consummated.

**4. Condition of Continued Employment.** In the event of a Change in Control (other than the approval of a plan of liquidation described in Section 1(c)), the Corporation (or surviving entity in the event of a merger or consolidation) may require as a condition to the Change in Control Payment that Executive continue in employment for a period of up to six (6) months after the consummation of the Change in Control ("Period of Continued Employment"). The Corporation or surviving entity shall inform Executive of the condition of continued employment through a written notice furnished by personal delivery, overnight delivery by a recognized carrier or certified mail, return receipt requested, delivered within forty-five (45) days after the consummation of the Change in Control. During the Period of Continued Employment Executive's pre-existing salary (or greater amount), benefits (or similar benefits which are

equivalent in the aggregate) and duties (or comparable duties) shall remain effective and the location of Executive's employment shall not, without Executive's consent, be changed from the location immediately prior to the Change in Control. If this Section 4 applies, Executive shall be paid the Change in Control Payment upon completion of the Period of Continued Employment. If Executive fails to remain employed and complete the Period of Continued Employment for any reason other than (a) termination without Cause by the Corporation or such surviving entity, (b) death, (c) disability as determined by a physician acceptable to Executive and the Corporation or such surviving entity or (d) breach of this Agreement by the Corporation or such surviving entity, then Executive shall not be paid the Change in Control Payment.

#### 5. Miscellaneous.

(a) **Successors.** This Agreement shall bind any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Corporation, in the same manner and to the same extent that the Corporation would be obligated under this Agreement if no succession had taken place. In the case of any transaction in which a successor would not, by the foregoing provision or by operation of law, be bound by this Agreement, the Corporation shall require such successor expressly and unconditionally to assume and agree to perform the obligations of the Corporation under this Agreement, in the same manner and to the same extent that the Corporation would be required to perform if no such succession had taken place. This Agreement may not be assigned by Executive but shall inure to the benefit of Executive, his heirs and personal representatives.

(b) **Employment Status.** This Agreement does not constitute a contract of employment or impose upon the Corporation any obligation to retain Executive as an employee, to change the status of Executive's employment, or to change any employment policies of the Corporation.

(c) **Withholding of Taxes.** The Corporation shall withhold from any amounts payable under this Agreement all federal, state, local or other taxes that are legally required to be withheld.

(d) **No Effect on Other Benefits.** Benefits payable under this Agreement shall not be counted as compensation for purposes of determining benefits under other benefit plans, programs, policies and agreements, except to the extent expressly provided therein.

(e) **Validity and Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

(f) **Settlement of Claims.** The Corporation's obligation to make the payment provided for in this Agreement shall not be affected by any set-off, counterclaim, defense, recoupment or other right which the Corporation may have against the Executive.

(g) **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

(h) **Entire Agreement.** This Agreement sets forth the entire understanding of the Corporation and Executive with respect to its subject matter, merges and supersedes all prior and contemporaneous understandings with respect to its subject matter, and may not be waived or modified, in whole or in part, except by a writing signed by each of the parties hereto.

(i) **Counterparts.** This Agreement may be executed counterpart, which together will constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

The Corporation and Executive have executed this Agreement as of the date set forth below.

SAGA COMMUNICATIONS, INC.

EXECUTIVE

By: /s/ Jonathan Firestone

/s/ Samuel D. Bush

(SIGN)

Its: Chairman, Compensation Committee

Samuel D. Bush

(PRINT)

Effective Date: December 28, 2007

**CHANGE IN CONTROL AGREEMENT**

This Change in Control Agreement (this “Agreement”) between SAGA COMMUNICATIONS, INC. (the “Corporation”) and the undersigned executive (“Executive”) is effective on the date set forth following the parties’ signatures below.

**RECITALS**

Executive is a valued member of the Corporation’s management team. The Corporation desires to furnish Executive with a payment in the event of a Change in Control, subject to the terms and conditions set forth in this Agreement.

The Corporation and Executive agree as follows:

1. **Change in Control Definition.** For the purpose of this Agreement, “Change in Control” shall mean the occurrence, subsequent to the effective date of this Agreement, of any of the following:

(a) Any “person” or “group” (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) other than Edward K. Christian, the Corporation, any trustee or other fiduciary holding Corporation common stock under an employee benefit plan of the Corporation or a related company, or any corporation which is owned, directly or indirectly, by the stockholders of the Corporation in substantially the same proportions as their ownership of the Corporation’s common stock, is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of more than thirty percent (30%) of the combined voting power of the Corporation’s then outstanding securities and Edward K. Christian ceases to be the Chairman and Chief Executive Officer of the Corporation;

(b) The consummation of a merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation which would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting securities of the Corporation or such surviving entity outstanding immediately after such merger or consolidation; or

(c) The approval of the stockholders of the Corporation of a plan of complete liquidation of the Corporation or an agreement for the sale or disposition by the Corporation of all or substantially all of its assets.

2. **Change in Control Payment.** The Corporation shall pay Executive a lump sum payment (the “Change in Control Payment”) within forty-five (45) days after the consummation of a Change in Control. Notwithstanding the previous sentence, if Executive is furnished with the notice under Section 4 of this Agreement, the time of the Change in Control Payment and conditions of such payment shall be governed by Section 4. The Change in Control Payment

shall be calculated at one and one-half (1.5) times the average of Executive's last three (3) full calendar years of Cash Compensation. "Cash Compensation" means the total of Executive's base salary and any annual cash bonus paid. The change in Control Payment shall be due only upon consummation of the first Change in Control following the effective date of this Agreement and not upon any subsequent Change in Control. In the event that the Change in Control Payment would constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code and the Change in Control Payment would be subject to the excise tax imposed by Section 4999 of such Code, the Corporation shall pay Executive an additional amount such that the net amount retained by Executive, after deduction of such excise tax on the Change in Control Payment and any federal, state and local income tax and payroll tax on the additional amount paid, but before deduction for any federal, state and local income tax and payroll tax on the Change in Control Payment, shall be equal to the Change in Control Payment. The good faith opinion of the Corporation's independent certified public accountants, appointed prior to the Change in Control, that the Change in Control Payment is not a "parachute payment" or is not subject to such excise tax, shall be conclusive. The Corporation shall bear the cost of any such opinion by such accountant.

**3. Termination of Employment.** If Executive's employment is terminated by the Corporation without Cause within six (6) months prior to the consummation of a Change in Control, then Executive shall be paid the Change in Control Payment at the time set forth in Section 2. For the purpose of this Agreement, "Cause" means (a) willful dishonesty involving the Corporation, excluding good faith expense account disputes, (b) conviction of or entering of a no contest plea to a felony or other crime involving material dishonesty or moral turpitude, (c) material failure or refusal to perform Executive's duties or other lawful directive from the Corporation's CEO or Board of Directors which is not cured by the Executive within ten (10) days after receipt by Executive of a written notice from the Corporation specifying the details thereof, (d) willful violation by Executive of the Corporation's lawful policies or of Executive's fiduciary duties, which violation is not cured by the Executive within ten (10) days after receipt by Executive of a written notice from the Corporation specifying the details thereof, (e) Executive's willful violation of the Corporation's published business conduct guidelines, code of ethics, conflict of interest or similar policies or (f) illegal drug or substance abuse or addiction by Executive which is not protected by law.

Except as set forth in this Section 3, Executive shall not be paid the Change in Control Payment unless Executive is employed with the Corporation at the time that the Change in Control is consummated.

**4. Condition of Continued Employment.** In the event of a Change in Control (other than the approval of a plan of liquidation described in Section 1(c)), the Corporation (or surviving entity in the event of a merger or consolidation) may require as a condition to the Change in Control Payment that Executive continue in employment for a period of up to six (6) months after the consummation of the Change in Control ("Period of Continued Employment"). The Corporation or surviving entity shall inform Executive of the condition of continued employment through a written notice furnished by personal delivery, overnight delivery by a recognized carrier or certified mail, return receipt requested, delivered within forty-five (45) days after the consummation of the Change in Control. During the Period of Continued Employment Executive's pre-existing salary (or greater amount), benefits (or similar benefits which are

equivalent in the aggregate) and duties (or comparable duties) shall remain effective and the location of Executive's employment shall not, without Executive's consent, be changed from the location immediately prior to the Change in Control. If this Section 4 applies, Executive shall be paid the Change in Control Payment upon completion of the Period of Continued Employment. If Executive fails to remain employed and complete the Period of Continued Employment for any reason other than (a) termination without Cause by the Corporation or such surviving entity, (b) death, (c) disability as determined by a physician acceptable to Executive and the Corporation or such surviving entity or (d) breach of this Agreement by the Corporation or such surviving entity, then Executive shall not be paid the Change in Control Payment.

#### 5. Miscellaneous.

(a) **Successors.** This Agreement shall bind any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Corporation, in the same manner and to the same extent that the Corporation would be obligated under this Agreement if no succession had taken place. In the case of any transaction in which a successor would not, by the foregoing provision or by operation of law, be bound by this Agreement, the Corporation shall require such successor expressly and unconditionally to assume and agree to perform the obligations of the Corporation under this Agreement, in the same manner and to the same extent that the Corporation would be required to perform if no such succession had taken place. This Agreement may not be assigned by Executive but shall inure to the benefit of Executive, his heirs and personal representatives.

(b) **Employment Status.** This Agreement does not constitute a contract of employment or impose upon the Corporation any obligation to retain Executive as an employee, to change the status of Executive's employment, or to change any employment policies of the Corporation.

(c) **Withholding of Taxes.** The Corporation shall withhold from any amounts payable under this Agreement all federal, state, local or other taxes that are legally required to be withheld.

(d) **No Effect on Other Benefits.** Benefits payable under this Agreement shall not be counted as compensation for purposes of determining benefits under other benefit plans, programs, policies and agreements, except to the extent expressly provided therein.

(e) **Validity and Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

(f) **Settlement of Claims.** The Corporation's obligation to make the payment provided for in this Agreement shall not be affected by any set-off, counterclaim, defense, recoupment or other right which the Corporation may have against the Executive.

(g) **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.



(h) **Entire Agreement.** This Agreement sets forth the entire understanding of the Corporation and Executive with respect to its subject matter, merges and supersedes all prior and contemporaneous understandings with respect to its subject matter, and may not be waived or modified, in whole or in part, except by a writing signed by each of the parties hereto.

(i) **Counterparts.** This Agreement may be executed counterpart, which together will constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

The Corporation and Executive have executed this Agreement as of the date set forth below.

SAGA COMMUNICATIONS, INC.

EXECUTIVE

By: /s/ Jonathan Firestone /s/ Steven J. Goldstein (SIGN)

Its: Chairman, Compensation Committee Steven J. Goldstein (PRINT)

Effective Date: December 28, 2007

**CHANGE IN CONTROL AGREEMENT**

This Change in Control Agreement (this “Agreement”) between SAGA COMMUNICATIONS, INC. (the “Corporation”) and the undersigned executive (“Executive”) is effective on the date set forth following the parties’ signatures below.

**RECITALS**

Executive is a valued member of the Corporation’s management team. The Corporation desires to furnish Executive with a payment in the event of a Change in Control, subject to the terms and conditions set forth in this Agreement.

The Corporation and Executive agree as follows:

1. **Change in Control Definition.** For the purpose of this Agreement, “Change in Control” shall mean the occurrence, subsequent to the effective date of this Agreement, of any of the following:

(a) Any “person” or “group” (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) other than Edward K. Christian, the Corporation, any trustee or other fiduciary holding Corporation common stock under an employee benefit plan of the Corporation or a related company, or any corporation which is owned, directly or indirectly, by the stockholders of the Corporation in substantially the same proportions as their ownership of the Corporation’s common stock, is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of more than thirty percent (30%) of the combined voting power of the Corporation’s then outstanding securities and Edward K. Christian ceases to be the Chairman and Chief Executive Officer of the Corporation;

(b) The consummation of a merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation which would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting securities of the Corporation or such surviving entity outstanding immediately after such merger or consolidation; or

(c) The approval of the stockholders of the Corporation of a plan of complete liquidation of the Corporation or an agreement for the sale or disposition by the Corporation of all or substantially all of its assets.

2. **Change in Control Payment.** The Corporation shall pay Executive a lump sum payment (the “Change in Control Payment”) within forty-five (45) days after the consummation of a Change in Control. Notwithstanding the previous sentence, if Executive is furnished with the notice under Section 4 of this Agreement, the time of the Change in Control Payment and conditions of such payment shall be governed by Section 4. The Change in Control Payment

shall be calculated at one and one-half (1.5) times the average of Executive's last three (3) full calendar years of Cash Compensation. "Cash Compensation" means the total of Executive's base salary and any annual cash bonus paid. The change in Control Payment shall be due only upon consummation of the first Change in Control following the effective date of this Agreement and not upon any subsequent Change in Control. In the event that the Change in Control Payment would constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code and the Change in Control Payment would be subject to the excise tax imposed by Section 4999 of such Code, the Corporation shall pay Executive an additional amount such that the net amount retained by Executive, after deduction of such excise tax on the Change in Control Payment and any federal, state and local income tax and payroll tax on the additional amount paid, but before deduction for any federal, state and local income tax and payroll tax on the Change in Control Payment, shall be equal to the Change in Control Payment. The good faith opinion of the Corporation's independent certified public accountants, appointed prior to the Change in Control, that the Change in Control Payment is not a "parachute payment" or is not subject to such excise tax, shall be conclusive. The Corporation shall bear the cost of any such opinion by such accountant.

**3. Termination of Employment.** If Executive's employment is terminated by the Corporation without Cause within six (6) months prior to the consummation of a Change in Control, then Executive shall be paid the Change in Control Payment at the time set forth in Section 2. For the purpose of this Agreement, "Cause" means (a) willful dishonesty involving the Corporation, excluding good faith expense account disputes, (b) conviction of or entering of a no contest plea to a felony or other crime involving material dishonesty or moral turpitude, (c) material failure or refusal to perform Executive's duties or other lawful directive from the Corporation's CEO or Board of Directors which is not cured by the Executive within ten (10) days after receipt by Executive of a written notice from the Corporation specifying the details thereof, (d) willful violation by Executive of the Corporation's lawful policies or of Executive's fiduciary duties, which violation is not cured by the Executive within ten (10) days after receipt by Executive of a written notice from the Corporation specifying the details thereof, (e) Executive's willful violation of the Corporation's published business conduct guidelines, code of ethics, conflict of interest or similar policies or (f) illegal drug or substance abuse or addiction by Executive which is not protected by law.

Except as set forth in this Section 3, Executive shall not be paid the Change in Control Payment unless Executive is employed with the Corporation at the time that the Change in Control is consummated.

**4. Condition of Continued Employment.** In the event of a Change in Control (other than the approval of a plan of liquidation described in Section 1(c)), the Corporation (or surviving entity in the event of a merger or consolidation) may require as a condition to the Change in Control Payment that Executive continue in employment for a period of up to six (6) months after the consummation of the Change in Control ("Period of Continued Employment"). The Corporation or surviving entity shall inform Executive of the condition of continued employment through a written notice furnished by personal delivery, overnight delivery by a recognized carrier or certified mail, return receipt requested, delivered within forty-five (45) days after the consummation of the Change in Control. During the Period of Continued Employment Executive's pre-existing salary (or greater amount), benefits (or similar benefits which are

equivalent in the aggregate) and duties (or comparable duties) shall remain effective and the location of Executive's employment shall not, without Executive's consent, be changed from the location immediately prior to the Change in Control. If this Section 4 applies, Executive shall be paid the Change in Control Payment upon completion of the Period of Continued Employment. If Executive fails to remain employed and complete the Period of Continued Employment for any reason other than (a) termination without Cause by the Corporation or such surviving entity, (b) death, (c) disability as determined by a physician acceptable to Executive and the Corporation or such surviving entity or (d) breach of this Agreement by the Corporation or such surviving entity, then Executive shall not be paid the Change in Control Payment.

#### 5. Miscellaneous.

(a) **Successors.** This Agreement shall bind any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Corporation, in the same manner and to the same extent that the Corporation would be obligated under this Agreement if no succession had taken place. In the case of any transaction in which a successor would not, by the foregoing provision or by operation of law, be bound by this Agreement, the Corporation shall require such successor expressly and unconditionally to assume and agree to perform the obligations of the Corporation under this Agreement, in the same manner and to the same extent that the Corporation would be required to perform if no such succession had taken place. This Agreement may not be assigned by Executive but shall inure to the benefit of Executive, his heirs and personal representatives.

(b) **Employment Status.** This Agreement does not constitute a contract of employment or impose upon the Corporation any obligation to retain Executive as an employee, to change the status of Executive's employment, or to change any employment policies of the Corporation.

(c) **Withholding of Taxes.** The Corporation shall withhold from any amounts payable under this Agreement all federal, state, local or other taxes that are legally required to be withheld.

(d) **No Effect on Other Benefits.** Benefits payable under this Agreement shall not be counted as compensation for purposes of determining benefits under other benefit plans, programs, policies and agreements, except to the extent expressly provided therein.

(e) **Validity and Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

(f) **Settlement of Claims.** The Corporation's obligation to make the payment provided for in this Agreement shall not be affected by any set-off, counterclaim, defense, recoupment or other right which the Corporation may have against the Executive.

(g) **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

(h) **Entire Agreement.** This Agreement sets forth the entire understanding of the Corporation and Executive with respect to its subject matter, merges and supersedes all prior and contemporaneous understandings with respect to its subject matter, and may not be waived or modified, in whole or in part, except by a writing signed by each of the parties hereto.

(i) **Counterparts.** This Agreement may be executed counterpart, which together will constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

The Corporation and Executive have executed this Agreement as of the date set forth below.

SAGA COMMUNICATIONS, INC.

EXECUTIVE

By: /s/ Jonathan Firestone

/s/ Warren S. Lada

(SIGN)

Its: Chairman, Compensation Committee

Warren S. Lada

(PRINT)

Effective Date: December 28, 2007

**CHANGE IN CONTROL AGREEMENT**

This Change in Control Agreement (this “Agreement”) between SAGA COMMUNICATIONS, INC. (the “Corporation”) and the undersigned executive (“Executive”) is effective on the date set forth following the parties’ signatures below.

**RECITALS**

Executive is a valued member of the Corporation’s management team. The Corporation desires to furnish Executive with a payment in the event of a Change in Control, subject to the terms and conditions set forth in this Agreement.

The Corporation and Executive agree as follows:

1. **Change in Control Definition.** For the purpose of this Agreement, “Change in Control” shall mean the occurrence, subsequent to the effective date of this Agreement, of any of the following:

(a) Any “person” or “group” (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) other than Edward K. Christian, the Corporation, any trustee or other fiduciary holding Corporation common stock under an employee benefit plan of the Corporation or a related company, or any corporation which is owned, directly or indirectly, by the stockholders of the Corporation in substantially the same proportions as their ownership of the Corporation’s common stock, is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of more than thirty percent (30%) of the combined voting power of the Corporation’s then outstanding securities and Edward K. Christian ceases to be the Chairman and Chief Executive Officer of the Corporation;

(b) The consummation of a merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation which would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting securities of the Corporation or such surviving entity outstanding immediately after such merger or consolidation; or

(c) The approval of the stockholders of the Corporation of a plan of complete liquidation of the Corporation or an agreement for the sale or disposition by the Corporation of all or substantially all of its assets.

2. **Change in Control Payment.** The Corporation shall pay Executive a lump sum payment (the “Change in Control Payment”) within forty-five (45) days after the consummation of a Change in Control. Notwithstanding the previous sentence, if Executive is furnished with the notice under Section 4 of this Agreement, the time of the Change in Control Payment and conditions of such payment shall be governed by Section 4. The Change in Control Payment

shall be calculated at one and one-half (1.5) times the average of Executive's last three (3) full calendar years of Cash Compensation. "Cash Compensation" means the total of Executive's base salary and any annual cash bonus paid. The change in Control Payment shall be due only upon consummation of the first Change in Control following the effective date of this Agreement and not upon any subsequent Change in Control. In the event that the Change in Control Payment would constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code and the Change in Control Payment would be subject to the excise tax imposed by Section 4999 of such Code, the Corporation shall pay Executive an additional amount such that the net amount retained by Executive, after deduction of such excise tax on the Change in Control Payment and any federal, state and local income tax and payroll tax on the additional amount paid, but before deduction for any federal, state and local income tax and payroll tax on the Change in Control Payment, shall be equal to the Change in Control Payment. The good faith opinion of the Corporation's independent certified public accountants, appointed prior to the Change in Control, that the Change in Control Payment is not a "parachute payment" or is not subject to such excise tax, shall be conclusive. The Corporation shall bear the cost of any such opinion by such accountant.

**3. Termination of Employment.** If Executive's employment is terminated by the Corporation without Cause within six (6) months prior to the consummation of a Change in Control, then Executive shall be paid the Change in Control Payment at the time set forth in Section 2. For the purpose of this Agreement, "Cause" means (a) willful dishonesty involving the Corporation, excluding good faith expense account disputes, (b) conviction of or entering of a no contest plea to a felony or other crime involving material dishonesty or moral turpitude, (c) material failure or refusal to perform Executive's duties or other lawful directive from the Corporation's CEO or Board of Directors which is not cured by the Executive within ten (10) days after receipt by Executive of a written notice from the Corporation specifying the details thereof, (d) willful violation by Executive of the Corporation's lawful policies or of Executive's fiduciary duties, which violation is not cured by the Executive within ten (10) days after receipt by Executive of a written notice from the Corporation specifying the details thereof, (e) Executive's willful violation of the Corporation's published business conduct guidelines, code of ethics, conflict of interest or similar policies or (f) illegal drug or substance abuse or addiction by Executive which is not protected by law.

Except as set forth in this Section 3, Executive shall not be paid the Change in Control Payment unless Executive is employed with the Corporation at the time that the Change in Control is consummated.

**4. Condition of Continued Employment.** In the event of a Change in Control (other than the approval of a plan of liquidation described in Section 1(c)), the Corporation (or surviving entity in the event of a merger or consolidation) may require as a condition to the Change in Control Payment that Executive continue in employment for a period of up to six (6) months after the consummation of the Change in Control ("Period of Continued Employment"). The Corporation or surviving entity shall inform Executive of the condition of continued employment through a written notice furnished by personal delivery, overnight delivery by a recognized carrier or certified mail, return receipt requested, delivered within forty-five (45) days after the consummation of the Change in Control. During the Period of Continued Employment Executive's pre-existing salary (or greater amount), benefits (or similar benefits which are

equivalent in the aggregate) and duties (or comparable duties) shall remain effective and the location of Executive's employment shall not, without Executive's consent, be changed from the location immediately prior to the Change in Control. If this Section 4 applies, Executive shall be paid the Change in Control Payment upon completion of the Period of Continued Employment. If Executive fails to remain employed and complete the Period of Continued Employment for any reason other than (a) termination without Cause by the Corporation or such surviving entity, (b) death, (c) disability as determined by a physician acceptable to Executive and the Corporation or such surviving entity or (d) breach of this Agreement by the Corporation or such surviving entity, then Executive shall not be paid the Change in Control Payment.

#### 5. Miscellaneous.

(a) **Successors.** This Agreement shall bind any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Corporation, in the same manner and to the same extent that the Corporation would be obligated under this Agreement if no succession had taken place. In the case of any transaction in which a successor would not, by the foregoing provision or by operation of law, be bound by this Agreement, the Corporation shall require such successor expressly and unconditionally to assume and agree to perform the obligations of the Corporation under this Agreement, in the same manner and to the same extent that the Corporation would be required to perform if no such succession had taken place. This Agreement may not be assigned by Executive but shall inure to the benefit of Executive, his heirs and personal representatives.

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(h) **Entire Agreement.** This Agreement sets forth the entire understanding of the Corporation and Executive with respect to its subject matter, merges and supersedes all prior and contemporaneous understandings with respect to its subject matter, and may not be waived or modified, in whole or in part, except by a writing signed by each of the parties hereto.

(i) **Counterparts.** This Agreement may be executed counterpart, which together will constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

The Corporation and Executive have executed this Agreement as of the date set forth below.

SAGA COMMUNICATIONS, INC.

EXECUTIVE

By: /s/ Jonathan Firestone

/s/ Marcia K. Lobaito (SIGN)

Its: Chairman, Compensation Committee

Marcia K. Lobaito (PRINT)

Effective Date: December 28, 2007