

(Case 10:92-10000) (Wrote) (Judge) [Signature]

10/1/92 (6)

PROGRAM SERVICE AND TIME BROKERAGE AGREEMENT

THIS PROGRAM SERVICE AND TIME BROKERAGE AGREEMENT ("Agreement"), is made and entered into as of the 26th day of August, 1992, by and between Ocean Communications, a New Jersey General Partnership ("Licensee"), and H & D Broadcasting Limited Partnership, a Connecticut Limited Partnership ("Broker").

WHEREAS, Licensee owns and is authorized to operate Radio-<sup>WKOE</sup> Station ~~WSLT~~ (FM), licensed to Ocean City, New Jersey ("WSLT"), pursuant to licenses issued by the Federal Communications Commission ("FCC"); and

WHEREAS, Broker owns and is authorized to operate Radio Stations WFPG-AM and FM, licensed to Atlantic City, New Jersey ("WFPG"); and

WHEREAS, the parties hereto have carefully considered the FCC's program service policies and intend that this Agreement in all respects comply with such policies; and

WHEREAS, the South New Jersey radio market is highly competitive and will remain so, unaffected by the transactions contemplated hereunder; and

WHEREAS, Licensee desires to enter into this Agreement to secure a regular source of diverse programming and revenue to sustain the operations of WSLT; and

WHEREAS, Broker desires to provide a program service to and revenue to Licensee for the local South New Jersey area; and

WHEREAS, Licensee agrees to provide time exclusively to Broker on terms and conditions that conform to policies of Licensee and the FCC for program service arrangements and that are as set forth herein; and

WHEREAS, Broker agrees to utilize the facilities of Licensee solely to broadcast programming of its selection that conforms with the policies of Licensee, with all rules, regulations and policies of the FCC, and as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, Licensee and Broker, intending to be bound legally, hereby agree as follows:

1. Basic Agreement. Licensee agrees to make available to Broker broadcast time on WSLT as set forth in this Agreement. Broker shall provide entertainment programming of its selection complete with commercial matter, news, public service announcements, other non-commercial programming and announcements, promotional announcements, and other suitable programming (collectively, "Programming"). Subject to the limitations set forth herein, all time on WSLT not reserved to Licensee pursuant to Section 2 hereof shall be available for use by Broker for the consideration provided for herein and shall not be available to any other party.

2. Use of Time. During the Term hereof, except as set forth at Exhibit A hereto and made a part hereof, Licensee shall

make available to Broker its facilities 24-hours per day, seven (7) days per week. Subject to the Licensee's overall supervision, Broker shall at its expense provide Programming of its selection to the Licensee during that time. The Licensee may use up to four and one-half (4½) hours per broadcast week for the broadcast of its own regularly scheduled news, public affairs and other non-entertainment programming (collectively, "Licensee Programming") pursuant to the schedule set forth on Exhibit A hereto. Upon three weeks notice to Broker, Licensee may elect to set aside for its own Licensee Programming up to an additional two hours of air time per week to be scheduled at a mutually agreeable time by both parties. All time not reserved by or designated for Licensee shall be available for use by Broker and no other party. Notwithstanding anything to the contrary above, Broker shall not have the right to sell advertising and/or commercial time with respect to any Licensee Programming.

3. Programming Delivered by Broker. During the Term of this Agreement, Broker shall provide Programming to Licensee. Licensee will exercise total and absolute control of the technical aspects of program transmission including, but not limited to: in-house audio distribution, transmission of the audio program material to the WSLT transmitter site, audio processing and actual RF transmission of the program material. The operation, adjustment and maintenance of any and all such facilities shall be performed solely by representatives of Licensee.

4. Employment. During the Term of this Agreement, any renewal thereof, and for ninety (90) days after the termination of this Agreement, neither party will recruit for employment any personnel then in the employ of the other party.

5. Term. This Agreement shall be for a term of five (5) years (the "Term"), unless earlier terminated in accordance with the provisions of Section 20 of this Agreement or extended in accordance with the provisions of Section 26 of this Agreement, beginning on the first day Licensee broadcasts Programming provided by Broker (the "Commencement Date"). The Commencement Date shall be a date which is (a) mutually agreed to by the parties hereto, or (b) if the parties are unable to mutually agree as to such a date, a date not later than December 1, 1992, nor earlier than September 15, 1992, which is selected by Broker in good faith as being the earliest date, following by at least fifteen (15) days the execution of this Agreement, as of which Broker can practicably provide Programming for WSLT.

6. Broadcasting Obligations of Licensee. During the Term of this Agreement, except as otherwise expressed herein, Licensee will broadcast the Programming, in its entirety, on the facilities of WSLT, including commercials, and without interruption, deletion or addition of any kind, except as set forth below:

(a) Licensee shall have the right to delete and not to broadcast any material contained in any parts of the Programming which it regards as being unsuitable for broadcast or the

broadcast of which it believes would be contrary to the public interest;

(b) In the event Licensee deletes or rejects any Programming as described in Paragraph 3(a), supra, Licensee shall have the right to substitute such Licensee Programming therefor, as it deems appropriate;

(c) Licensee may temporarily refrain from broadcasting the Programming between the hours of 12:30 a.m. and 5:30 a.m. in order to perform normal, customary and routine maintenance on Licensee's transmitting facilities;

(d) Licensee may temporarily cease broadcasting the Programming as a result of a natural disaster, act of public enemy or act of God; provided that in any such case, Licensee will act expediently and use its best efforts to resume the broadcast of the Programming as quickly as the applicable circumstances will allow;

(e) Licensee may temporarily refrain from broadcasting the Programming as a result of, and during the duration of, a general electrical power outage affecting the area in which Licensee's transmitting equipment is located;

(f) Licensee may temporarily cease broadcasting for a period greater than one (1) hour but not greater than twenty-four (24) hours for reasons other than those described in clauses (c), (d), or (e) above; provided, that there shall be no more than one such occurrence during any period of three consecutive months; and

(g) Licensee may temporarily cease broadcasting for a period of less than one (1) hour for reasons other than those described in clauses (c), (d) or (e), above; provided, that there shall be no more than two (2) such occurrences during any period three consecutive months.

7. Payment. Broker shall make the payments set forth in Exhibit B hereto to Licensee in consideration for Licensee entering into and performing this Agreement. In the event that the Term shall begin on a day other than the first day of a calendar month, the payment for such month and for the last month of the Term shall be prorated. In the event of any deletion, rejection or preemption of any Programming by Licensee for any reason (including, without limitation, for any reason permitted by this Agreement), the payment due pursuant to this Section 7 for any month during which any Programming is so deleted, rejected or preempted shall be equitably prorated for the time during which Programming shall not be run as a result thereof. Broker shall also provide the escrow (the "Escrow") described in Exhibit B hereto pursuant to a mutually acceptable escrow agreement (the "Escrow Agreement") with a mutually acceptable escrow agent. In addition, Broker shall pay to Licensee from time to time amounts equal to the fees imposed directly upon Licensee from time to time by ASCAP, SESAC, BMI and/or any other music licensing authority with respect to Programming provided by Broker for broadcast on WSLT. Each such sum shall be paid within twenty five (25) days after receipt by Broker of the bill or

bills from ASCAP, SESAC, BMI and/or any other music licensing authority with respect thereto.

8. Licensee Operation of WSLT. In addition to remaining solely responsible for all liabilities it may have on the Commencement Date, if any, Licensee shall be responsible for paying all direct and indirect operating costs of WSLT, including but not limited to:

- (a) Licensee's business telephone and postal service;
- (b) Maintenance of the transmitting facility and all equipment necessary for the operation of WSLT in compliance with the rules, regulations, and policies of the FCC;
- (c) Salaries, payroll taxes, insurance, and related costs of personnel employed by Licensee for WSLT and severance pay, if any, with respect to all personnel, if any, terminated by Licensee;
- (d) The costs of Licensee Programming.

9. Broker Responsibility. Broker shall be solely responsible for any expenses incurred by Broker in the origination and/or delivery of Programming and for any publicity or promotional expenses incurred by Broker. Broker shall employ all personnel used in the production of Programming delivered by Broker; and shall employ its own sales, administrative, and management staff, and shall be responsible for all taxes incurred as a result of such employment and operation.

10. Overriding Responsibility. It is recognized that all obligations of Licensee hereunder are subject to its overriding

obligation as a public trustee to serve the needs and interests of its service area and to broadcast programming that Licensee views as consistent with those needs and interests and the rules and regulations of the FCC. Broker shall not exercise control over WSLT, and Licensee shall be solely responsible for the operation of WSLT and maintenance of the FCC licenses.

11. Licensee's Programming Discretion. Broker recognizes that Licensee, as WSLT's licensee, has the authority and obligation to remain in complete control of the operation of the station. Nothing herein shall be construed as in any way limiting Licensee's right and obligation as an FCC licensee to make the ultimate and non-delegable decisions concerning the programming to be broadcast on WSLT, including but not limited to the right to reject or refuse to air such portions of Broker's Programming as Licensee may, in its sole discretion, believe is unsatisfactory, unsuitable, or contrary to the public interest.

12. Licensee Authority. Nothing in this Agreement shall abrogate or limit the unrestricted authority of Licensee to discharge its obligations to the public and to comply with the rules, regulations, and policies of the FCC. Broker recognizes that Licensee has certain responsibilities as an FCC licensee to air programming that is responsive to the needs of its community of license. Licensee shall retain the ultimate discretion to preempt Broker's Programming for the broadcast of such responsive programming on WSLT. Licensee shall retain the right, within its sole and unfettered discretion, to interrupt, cut into, or

preempt Broker's Programming in the event of an emergency to or air programming or an announcement that, in the sole judgment of Licensee, is of overriding public importance.

13. Political Advertising. Licensee will oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. Broker shall cooperate with Licensee as Licensee complies with the political broadcast rules of the FCC. Broker shall supply such information promptly to Licensee as may be necessary to comply with the lowest unit charge requirements of federal law. To the extent that Licensee believes necessary, in its sole discretion, Broker shall release advertising availabilities to Licensee to permit it to comply with the political broadcast rules of the FCC, including but not limited to Section 315 of the Communications Act of 1934, as amended; provided, however, that revenues received by Licensee as a result of such a release of advertising time shall promptly be remitted to Broker, net of any direct out-of-pocket costs incurred by Licensee in selling the political advertising and administering its broadcast, and no proration of the payments due pursuant to Section 7 of this Agreement for such time shall be made (notwithstanding the proration provisions set forth in the second sentence of such Section 7).

14. Licensee's Representations, Covenants, and Warranties.

Licensee hereby represents, covenants, and warrants to Broker that:

(a) Licensee has full power and authority to enter into and carry out this Agreement and is in good standing in the State of New Jersey. This Agreement constitutes the valid and binding obligation of Licensee enforceable in accordance with the terms of this Agreement, subject to applicable bankruptcy, reorganization, insolvency, or similar laws affecting creditors' rights generally, and subject to the application of equitable principles in any proceeding involving the enforcement of any of the provisions of this Agreement and the discretion of the court before which any such proceedings may be brought.

(b) WSLT is being operated, and Licensee shall continue to operate the station, in conformity in all material respects with all applicable local, state, and federal laws, rules and regulations, including, without limitation, the Communications Act of 1934, as amended, and the rules and regulations of the FCC.

(c) The transmitting facilities of WSLT are currently maintained, and shall continue to be maintained, in accordance with all applicable FCC rules and regulations and all FCC licenses and authorizations of the station. WSLT now complies, and will continue to comply, with all requirements as set forth in its current FCC licenses.

(d) Licensee shall retain a qualified Chief Engineer who shall be responsible for maintaining the transmission facilities of WSLT. Licensee shall employ or engage a Chief Operator (who may also hold the position of Chief Engineer) pursuant to the rules and regulations of the FCC, including but not limited to 47 C.F.R. Section 73.1870, who shall be responsible for insuring compliance by WSLT with the technical operating and reporting requirements established by the FCC. Licensee shall be responsible for insuring that qualified Transmitter Duty Operators monitor and control WSLT's transmissions at all times, in full conformity with FCC requirements, including but not limited to 47 C.F.R. Section 73.1860.

(e) Licensee shall maintain a main studio, as that term is defined by the rules and regulations of the FCC, within the primary service contours of WSLT as required by the rules and regulations of the FCC. Licensee shall maintain an appropriate public inspection location at WSLT and from time to time place such documents in that file as may be required by present or future FCC rules and regulations.

(f) Licensee shall insure that all required Station Identification Announcements are broadcast as required by FCC rules and regulations.

(g) Licensee shall maintain appropriate Emergency Broadcast System ("EBS") receivers, tone generators, and such

other equipment as may be required to conform to FCC Rules and Regulations.

(h) Licensee maintains, and shall continue to maintain, blanket licenses with the principal music licensing agencies, including, without limitation, ASCAP, SESAC, and BMI. As of the Commencement Date hereof, there shall be no outstanding balances due to music licensing agencies by Licensee other than not more than \$7,629.00 owing to ASCAP and not more than \$1,952.00 owing to BMI, both of which balances shall be the sole responsibility of Licensee and neither of which balances shall affect the effectiveness of any license(s) necessary for Licensee to broadcast Broker's Programming.

(i) To the best of Licensee's knowledge, the broadcasting equipment, all transmission equipment and the transmitting facilities of WSLT are in and shall be in good operating condition and suitable for Broker's purposes contemplated hereunder.

(j) Licensee will reasonably cooperate with Broker in reporting to Arbitron for diary editing purposes all slogan identifications and program schedule information supplied to Licensee by Broker.

(k) No broker, finder, or the like has been involved with Licensee in any manner in the negotiations leading up to the execution of this Agreement.

15. Broker's Representations, Covenants, and Warranties.

Broker hereby represents, covenants, and warrants to Licensee that:

(a) Broker has full partnership power (or, if this Agreement shall have been assigned to a corporation, corporate power) and authority to enter into and carry out this Agreement and is in good standing in the State of New Jersey. This Agreement constitutes the valid and binding obligation of Broker enforceable in accordance with the terms of this Agreement, subject to applicable bankruptcy, reorganization, insolvency, or similar laws affecting creditors' rights generally, and subject to the application of equitable principles in any proceeding involving the enforcement of any of the provisions of this Agreement and the discretion of the court before which any such proceedings may be brought.

(b) Broker shall cooperate with Licensee to insure that all required Station Identification Announcements are broadcast with respect to WSLT as required by FCC rules and regulations.

(c) Broker shall cooperate with Licensee to insure that all required EBS announcements are broadcast with respect to WSLT as required by FCC rules and regulations.

(d) As of the effective date hereof, and throughout the term hereof, Broker will have full authority to broadcast its Programming on WSLT pursuant to the terms and conditions of this Agreement. Broker shall not broadcast any material in violation

of the Copyright Act, that is slanderous or libelous, or that is in violation of the rules, regulations, or policies of the FCC. All music supplied by Broker shall be: (a) within the repertoire of ASCAP or SESAC or BMI, and maintain and hold licenses from each of ASCAP, SESAC or BMI during the term of this Agreement; (b) in the public domain; or (c) cleared at the source by Broker.

(e) No broker, finder, or the like has been involved with Broker in any manner in the negotiations leading up to the execution of this Agreement.

16. Broker's Indemnification. Broker shall, to the extent permitted by law, indemnify and hold harmless Licensee, its successors, assigns, partners, stockholders, officers and directors from and against any and all claims, losses, costs, liabilities, damage, FCC forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, including but not limited to, slander or defamation, arising out of the liabilities of Broker to parties other than Licensee or the Licensee's broadcast of Broker's Programming under this Agreement.

17. Licensee's Indemnification. Licensee shall, to the extent permitted by law, indemnify and hold harmless Broker, its successors, assigns, partners, stockholders, officers and directors from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, arising out of the

liabilities of Licensee to parties other than Broker, the ownership or operation of WSLT or the Licensee Programming and related matter broadcast by Licensee (other than the Programming provided by Broker for broadcast) over Station WSLT.

18. Limitation. Neither Licensee nor Broker shall be entitled to indemnification pursuant to this section unless such claims for indemnification is asserted in writing and delivered to the other party.

19. Termination. This Agreement may be terminated as set forth below by either Licensee or Broker by written notice (the "Termination Notice") to the other, if the party seeking to terminate is not then in material breach or default hereof, upon the occurrence of any of the following, it being understood that the right to terminate pursuant to Section 19(f) and Section 19(g) below is available only to Broker:

- (a) The mutual written consent of both parties;
- (b) The other party is in breach of any agreement to indemnify and hold harmless the other party given pursuant to clause (c) of this Section 19, or the other party is in material breach of any other of its obligations hereunder and has failed to cure such breach of such other obligation within thirty (30) days of written notice to such other party from the non-breaching party;
- (c) A suit or action by any non-party hereto is filed against either party hereto (without any request, encouragement, consideration, or expense allowance or indemnification

(collectively, "Encouragement") being provided, directly or indirectly, to such non-party by either party hereto, each party hereto hereby agreeing with the other not to provide any thereof to any such non-party) alleging that the transactions contemplated hereunder violate applicable federal, state or local laws, or the validity or legality of this Agreement is challenged in any proceeding brought by any non-party hereto (without Encouragement from either party hereto) before any administrative agency (including, without limitation, the FCC) or court, and such agency or court requires either party to respond in writing to such challenge, which suit, action or proceeding is not dismissed or stayed within one hundred twenty (120) days of the filing thereof; provided that no Termination Notice given because of any such suit, action or proceeding shall be valid if (1) it is given by a party which has provided Encouragement to such non-party or (2) within fifteen (15) days of the receipt of such Termination Notice the party receiving such Termination Notice agrees in writing to, and does (on an ongoing basis) indemnify and hold harmless the party giving such Termination Notice from any and all costs, expenses and damages (including attorney's fees and expenses) arising out of, resulting from or relating to such suit, action or proceeding;

(d) This Agreement is declared invalid or illegal in whole or in substantial part by an order or decree of an administrative agency or court of competent jurisdiction, including but not limited to the FCC, and such order or decree

has become final and no longer subject to further administrative or judicial reconsideration or review;

(e) There is a material change in or clarification of FCC rules, policies, or precedent that would cause this Agreement to be in actual violation thereof (any inconsistency between this Agreement and any thereof which is permissible in the specific case of this Agreement because of any so-called "savings" or "grand-fathering" or other exemption provision contained therein or applicable thereto not constituting such an actual violation);

(f) There is any lien, encumbrance, foreclosure, contractual default, indebtedness, or third party action taken pursuant to any of the foregoing of any kind or nature whatsoever of, against or involving WSLT or Licensee that impedes or prevents (1) full and complete access to and use of the studios, production and programming equipment, transmission plant, or other facilities of WSLT, or (2) the full performance by Licensee and by Broker of their respective obligations under this Agreement or the receipt by Broker of all of the benefits to which it is entitled under this Agreement; or

(g) Licensee makes any material change in the technical operation of WSLT the effect of which is to shorten in any direction, the distance of its 1 mV/m signal contour from its present antenna location.

In the event of any termination of this Agreement pursuant to the provisions of this Section 19, such termination shall be deemed to be effective as follows:

(1) As to all provisions of this Agreement, other than those contained in Section 26 of this Agreement, such termination shall be effective upon the date (the "Initial Termination Date") which is either (X) the date of the receipt of a Termination Notice in respect thereof by the party not giving such notice, unless such Termination Notice was given pursuant to clause (c) of this Section 19, or (Y) in the case of a Termination Notice given pursuant to clause (c) of this Section 19, the fifteenth (15th) day following the date of the receipt of such Termination Notice by the party not giving such notice and the failure by the recipient thereof to provide, on or before such fifteenth (15th) day, its written agreement of indemnity in the manner provided for by clause (c) of this Section 19; and

(2) As to the provisions of Section 26, such termination shall be deemed to be effective upon the first anniversary of the Initial Termination Date, unless the termination was at the election of Licensee pursuant to clause (b) of this Section 19 as a result of a material breach by Broker of its obligations under this Agreement, in which case such termination as to the provisions of Section 26 shall be deemed to be effective upon the ninetieth (90th) day following the Initial Termination Date; provided, that if an Exercise Notice shall have theretofore been given pursuant to such Section 26, then the provisions of Section 26 shall, in any case, remain in full force and effect until the closing of the acquisition of WSLT pursuant thereto.

20. Default; Effect of Termination.

(a) In the event that Licensee shall be in breach or default of any provision of this Agreement by reason of not broadcasting Broker's Programming or shall be in material breach or default of any other provision of this Agreement not cured within fifteen (15) days of notice thereof, Broker (in addition to its rights to terminate this Agreement pursuant to Section 19 hereof) shall be entitled to bring an action to enforce the terms of this Agreement against Licensee by decree of specific performance, it being agreed that the right to provide programming for broadcast by, sell advertising and/or commercial time to be broadcast in conjunction with such programming by, and acquire the FCC licenses and assets of, WSLT are unique rights and not readily available in the open market, and Licensee hereby further agrees to waive any and all defenses against any such action for specific performance based on the grounds that there is an adequate remedy for money damages available.

(b) In the event of termination of this Agreement during the Term hereof for any reason other than breach or default by Broker, Broker shall have no obligation to continue to make payments as called for herein (but Broker shall remain liable for all payments due up to and including the Initial Termination Date) and Broker shall be entitled to the immediate return of the Escrow.

(c) In the event of a termination of this Agreement during the Term hereof by Licensee as a result of any breach or

default under this Agreement by Broker, Licensee shall be entitled to the Escrow as and for liquidated damages, the parties agreeing that in any such event, in light of the nature of the rights of Licensee under the Agreement, actual damages would be impossible to calculate or quantify with any precision, and further agreeing that the Escrow is a reasonable and fair estimate of such damages. In any such event, Broker agrees to waive any and all defenses against such quantification and liquidation of damages based on the grounds that there is an adequate remedy for quantifiable money damages available.

21. WSLT Operation. Licensee shall notify Broker prior to making any material changes in the technical operation of WSLT.

22. Sales. All commercial time occurring during air time on WSLT not expressly reserved to Licensee pursuant to the provisions of this Agreement may be sold by (and only by) Broker or its agents, at its discretion, for Broker's own account. Except as otherwise expressly provided for herein, Broker shall retain all revenues from the sale of advertising time within the Programming it provides to the Licensee. Broker shall be responsible for payment of the commissions due to any national sales representative engaged by it for the purpose of selling national advertising which is carried during the programming it provides to Licensee.

23. Payola. Broker agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not

limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with and to the extent required by the Communications Act and FCC requirements. Broker agrees to annually, or more frequently at the reasonable request of the Licensee, execute and provide Licensee with a Payola Affidavit, substantially in the form attached hereto as Exhibit C.

24. Cooperation on Programming. Licensee shall, on a regular basis, assess the needs of its community and address those needs in connection with the preparation of its public affairs programming. Licensee shall also record those needs and place the issues/programs list in the public inspection file. Further, Licensee shall receive information from Broker with respect to such of Broker's programs which are responsive to public needs and interests so as to assist Licensee in the preparation of required programming in the satisfaction of its community service needs. Broker shall also provide upon request such other information necessary to enable Licensee to prepare records and reports required by the Commission or other local, state, or federal government entities.

25. Assignment. The Licensee may not assign its rights or obligations under this Agreement to a third party without the

express written consent of Broker. The Broker may assign its rights and obligations under this Agreement to any Affiliate of Broker or (for collateral purposes) to any lender of Broker or such Affiliate, but may not assign its rights or obligations under this Agreement to any other party without the express written consent of the Licensee, which shall not be unreasonably withheld. For purposes hereof, an Affiliate shall mean any party controlled by, under common control with or which controls the Broker, which is a successor to the Broker by merger, consolidation, sale of substantially all assets or other similar transaction or of which Joel M. Hartstone and/or Barry J. Dickstein is a partner, director, officer or material shareholder. This Agreement shall be binding on the parties' successors and assigns. This Agreement is not a joint venture and Licensee and Broker shall not be deemed joint venturers and shall not be deemed agents of each other.

26. Option. In consideration of Broker entering into this Agreement and other good and valuable consideration, Licensee hereby grants to Broker an option (the "Option") subject to the consent of the FCC, to acquire as hereinafter provided, free and clear of all liens, claims, and encumbrances, all licenses and authorizations utilized in the operation of WSLT, all real and personal property owned by Licensee and used in and/or useful in the operation of WSLT, as well as all other assets owned by Licensee and used or useful for and in the operation of WSLT. Broker agrees to pay Licensee for WSLT and its assets the Option

Price (calculated as provided below) therefor as follows (subject to adjustment for the Option Price Credit, as defined and provided for below):

<u>If Option is Exercised During the Following Year of the Term:</u>	<u>The Option Price Shall Be:</u>
Year One	
Year Two	
Year Three	
Year Four	
Year Five	

The applicable Option Price (subject to adjustment for the Option Price Credit) shall be paid in cash at closing against transfer, assignment and conveyance of title to Broker and/or its nominee, free and clear, with no liabilities whatsoever to be assumed by Broker and/or its nominee. Should Broker exercise the Option to purchase WSLT, the applicable Option Price (as set forth above) will be reduced by the application of a credit (the "Option Price Credit") based on a portion, as set forth below, of the Agreement payments made through the closing date of the acquisition of WSLT by Broker. The Option Price Credit shall be

(as shown below for each month of the Agreement) for the months for which Agreement payments shall have been made from the beginning of the Agreement term through such closing:

For each in which  
payment shall  
have been made during the  
year of the term of the  
Agreement shown below:

The Credit  
shall be the  
amount shown below:

Year 1:

Year 2:

Year 3:

Year 4:

Year 5 (and during any  
Extended Term as pro-  
vided below:

The Option may be exercised by written notice (an "Option Notice") given by Broker to Licensee. Broker shall specify in the Option Notice an estimated closing date for the acquisition of WSLT by Broker; provided that the estimated closing date therein specified shall be not less than sixty (60) nor more than one hundred eighty (180) days from the date on which the Option Notice shall have been given. Notwithstanding the selection of an estimated closing date by Broker, the actual closing date shall be adjusted, from time to time, such that (a) neither party shall be required to close such transaction prior to the receipt of all necessary consents of the FCC to such transaction and such consents becoming final, and (b) the actual closing date shall be a date mutually agreed to by the parties hereto; provided that if the parties are unable to mutually agree as to such a date, then the actual closing date shall be a regular business day selected by Broker which is within fifteen (15) days of the date of all such consents have become final.

The parties agree to work cooperatively to obtain such consents and to provide for the smooth and orderly closing of such transaction. Anything herein contained to the contrary notwithstanding, once an Option Notice shall have been given, no termination of this Agreement shall terminate the respective rights and obligations of the parties to consummate the closing of the acquisition of WSLT by Broker as provided in this Section 26. In the event that the five (5) year Term of this Agreement would expire by passage of time prior to the closing date of the acquisition of WSLT by Broker, the Term of this Agreement and all provisions hereof shall, unless earlier terminated in accordance with the provisions of this Agreement, be automatically extended for an additional Term (the "Extended Term") to end on the closing date. During any such Extended Term, the Broker shall make monthly payments at the times, and in amounts, shown for Year Five of the Term (and for such Extended Term) on Exhibit B hereto.

27. Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts and shall be effective when one or more counterparts shall have been executed by each party hereto. Each set of counterparts showing execution by each party hereto shall be deemed to be an original, fully executed counterpart of this Agreement, but all counterparts together shall constitute one and the same instrument. This Agreement shall become effective and be binding upon the parties hereto when the Escrow Agreement shall have been executed and delivered

by Broker, Licensee and the Escrow Agent (as therein defined and designated) and the first installment of the Escrowed Funds (as therein defined) shall have been deposited with the Escrow Agent.

28. Entire Agreement. This Agreement and the exhibits hereto embody the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements, arrangements, and understandings relating to such subject matter. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against which enforcement is sought.

29. Headings. The headings herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.

30. Governing Law. The construction and performance of this Agreement shall be governed by the internal laws of the State of New Jersey and the rules and regulations of the FCC. Exclusive venue and jurisdiction with respect to any lawsuit or court action under this Agreement shall be in the state or federal courts of the State of New Jersey.

31. Notices. All notices and communications hereunder or with respect hereto shall be deemed to have been duly given to a party when in writing and actually delivered to such party as follows, or, on the third day following the date of mailing if mailed via first class certified or registered United States

mail, postage prepaid, return receipt requested, addressed as follows:

If to Broker, to:

H & D Broadcasting Limited Partnership  
20 Stanford Drive  
Farmington, CT 06032  
ATTN: Mr. Joel M. Hartstone

With a copy to:

Jason L. Shrinsky, Esq.  
Kaye, Scholer, Fierman, Hays & Handler  
901 15th Street, N.W.  
Washington, D.C. 20005

If to Licensee, to:

Ocean Communications  
c/o Mr. Steven Sinn  
Page America  
125 State Street  
Suite 100  
Hackensack, New Jersey 07601

With a copy to:

William C. Koplovitz, Jr., Esq.  
100 United Nations Plaza  
Suite 22B  
New York, New York 10017

Provided, however, that if either party has designated a different address for itself by ten (10) days prior written notice to the other party pursuant to this Section 31, then, for purposes of notices and communications hereunder to the designating party, to the last address so designated.

32. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this

Agreement and the applicability of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

33. Confidentiality and Public Disclosure. Licensee and Broker agree that, subject only to legal process or as otherwise required by law, including but not limited to the rules and regulations of the FCC, no disclosure of the terms of this Agreement or any of the information and documents exchanged by the parties hereto shall be made public or disclosed to third parties without the consent of both parties hereto. Licensee and Broker shall cooperate to coordinate the timing and content of all public statements or press releases, if any, regarding the subject matter of this Agreement.

34. Authority of Signatory. Each individual signing this Agreement below personally represents and warrants that such individual has full power and authority to execute and to deliver this Agreement on behalf of the party whose name appears directly below the signature of such individual.

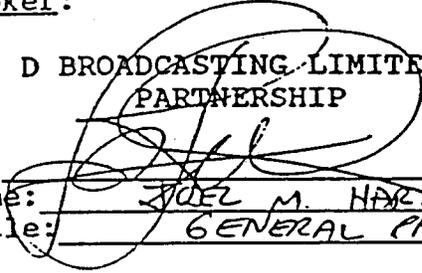
35. Arbitration. Any dispute arising out of or related to this Agreement that Licensee and Broker are unable to resolve by themselves shall be settled by arbitration in Atlantic City, New Jersey by a panel of three arbitrators, each of whom shall be on a list of approved arbitrators published by the branch or chapter of the American Arbitration Association in Atlantic City, New Jersey (or, if none be there, in the city closest to Atlantic City where such a branch or chapter is maintained). Licensee and

Broker shall each designate one disinterested arbitrator from such list and the two arbitrators so designated shall select the third disinterested arbitrator from such list. The persons selected as arbitrators need not be professional or full-time arbitrators, and persons such as lawyers, accountants and bankers shall be acceptable. Before undertaking to resolve a dispute, each arbitrator shall be duly sworn faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of his or her understanding. The arbitration hearing shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The written decision of a majority of the arbitrators shall be final and binding on Licensee and Broker. The costs and expenses of the arbitration proceeding shall be assessed between Licensee and Broker in a manner to be decided by a majority of the arbitrators, and the assessment shall be set forth in the decision and award of the arbitrators. Judgment on the award, if it is not paid within thirty days, may be entered in any court having jurisdiction over the matter. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by Licensee or Broker against the other except: (i) an action to compel arbitration pursuant to this Section, or (ii) an action to enforce the award of the arbitration panel rendered in accordance with this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written, to be effective as of such date upon becoming effective pursuant to the provisions of Section 27 of this Agreement.

Broker:

H & D BROADCASTING LIMITED  
PARTNERSHIP

By: 

Name: JOEL M. HARTSTONE

Title: GENERAL PARTNER

Licensee:

OCEAN COMMUNICATIONS

By: Steven L. Sinn

Name: Steven L. Sinn

Title: Partner

EXHIBIT A

SCHEDULE OF HOURS TO BE PROGRAMMED BY LICENSEE

<u>Day of Week</u>	<u>Hours to be Programmed</u>
Sunday	4:00 a.m. - 8:30 a.m.
Monday	None
Tuesday	None
Wednesday	None
Thursday	None
Friday	None
Saturday	None

## EXHIBIT B

### PAYMENTS

Year One	\$10,000 per month payable the 28th day of each month.
Year Two	\$14,000 per month payable the 28th day of each month.
Year Three	\$15,000 per month payable the 28th day of each month.
Year Four	\$17,000 per month payable the 28th day of each month.
Year Five (and the first six months of any Extended Term)	\$18,000 per month payable the 28th day of each month.

During each successive period of twelve calendar months during any Extended Term beyond the first six months thereof, each monthly payment shall be in an amount equal to 106 $\frac{1}{2}$ % of the amount of each monthly payment during the then preceding period of twelve calendar months.

### ESCROW

Broker shall escrow cash or securities, or a bank irrevocable letter of credit, in the amount of \$120,000 as security against any default or breach by Broker which results in a termination of this Agreement by Licensee under the provisions of Clause (c) of Section 19. The Escrowed Funds will be returned to Broker if, (a) the five (5) year term of the Agreement shall have expired and Broker shall have made all payments due thereunder, (b) Broker purchases WSLT as provided for in the Agreement, (c) the Agreement is terminated by Broker because Licensee defaults under, or Licensee (other than as permitted by this Agreement) causes the termination of, the Agreement, or (d) the Agreement is terminated under the provisions of Section 19, other than by Licensee under the provisions in clause (b) thereof as a result of a breach by Broker. One-half of the escrow amount (i.e., \$60,000) shall be placed in escrow upon the execution and delivery of the Escrow Agreement by the parties thereto (including, without limitation, the Escrow Agreement thereunder) and one-half of the escrow amount shall be placed in escrow upon the commencement of the Term.

EXHIBIT C

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

\_\_\_\_\_ ("Employee"), being first duly sworn, deposes and says as follows:

1. Employee is \_\_\_\_\_ (position) \_\_\_\_\_ for \_\_\_\_\_ ("Broker").

2. Employee has acted in the above capacity since \_\_\_\_\_, 19\_\_\_\_.

3. No matter has been furnished by Broker to Licensee for broadcast on Station WSLT ("Station") for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by Employee from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.

4. So far as Employee is aware, no matter has been broadcast by the Station for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by the Station by the Broker, or by any independent contractor engaged by the Broker in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.

5. In the future, Employee will not pay, promise to pay, request, or receive any service, money or any other valuable consideration, direct or indirect, from a third-party, in exchange for the influencing of, or the attempt to influence, the preparation or presentation of broadcast matter on the Station.

6. Except as may be reflected in Paragraph 7 hereof, neither Employee nor Employee's spouse nor any member of Employee's immediate family has any present, direct or indirect, ownership interest in any entity engaged in the following businesses or activities (other than an investment in a corporation whose stock is publicly held), serves as an officer or director of, whether withheld), serves as an officer or director of, whether with or without compensation, or serves as an employee of, any entity engaged in the following businesses or activities:

(a) The publishing of music;

(b) The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;

(c) The exploitation, promotion, or management of persons rendering artistic, production and/or other services in the entertainment field;

(d) The ownership or operation of one or more radio or television stations;

(e) The wholesale or retail sale of records intended for public purchase;

(f) The sale of advertising time other than on the Station or any other Station owned by the Broker.

7. A full disclosure of any such interest referred to in paragraph 6, above, is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Employee's Signature)

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT B

PAYMENTS

Year One . . . . . per month payable the . . . . . day of  
each month.

Year Two . . . . . per month payable the . . . . . day of  
each month.

Year Three . . . . . per month payable the . . . . . day of  
each month.

Year Four . . . . . per month payable the . . . . . day of  
each month.

Year Five  
(and the . . . . . per month payable th. . . . . day of  
first six . . . . . each month.  
months of  
any Extended  
Term)

During each successive period of twelve calendar months during any Extended Term beyond the first six months thereof, each monthly payment shall be in an amount equal to . . . . . of the amount of each monthly payment during the then preceding period of twelve calendar months.

ESCROW

Broker shall escrow cash or securities, or a bank irrevocable letter of credit, in the amount of . . . . . as security against any default or breach by Broker which results in a termination of this Agreement by Licensee under the provisions of Clause (c) of Section 19. The Escrowed Funds will be returned to Broker if, (a) the five (5) year term of the Agreement shall have expired and Broker shall have made all payments due thereunder, (b) Broker purchases WSLT as provided for in the Agreement, (c) the Agreement is terminated by Broker because Licensee defaults under, or Licensee (other than as permitted by this Agreement) causes the termination of, the Agreement, or (d) the Agreement is terminated under the provisions of Section 19, other than by Licensee under the provisions in clause (b) thereof as a result of a breach by Broker. One-half of the escrow amount . . . . . shall be placed in escrow upon the execution and delivery of the Escrow Agreement by the parties thereto (including, without limitation, the Escrow Agreement thereunder) and one-half of the escrow amount shall be placed in escrow upon the commencement of the Term.

BROADCASTING PARTNERSHIP

2002

LMA, Atlantic City

FIRST AMENDMENT TO PROGRAM SERVICE  
AND  
TIME BROKERAGE AGREEMENT

Background

- A. Ocean Communications and H & D Broadcasting Limited Partnership entered into a Program Service and Time Brokerage Agreement (the "Agreement") dated as of the 26th day of August, 1992.
- B. Exhibit B to the Agreement provides, under the heading "PAYMENTS" for payments to be due and payable on the 28th day of each month.
- C. The parties to the Agreement desire to amend Exhibit B in order to provide that payments be due on the first day of each month.
- D. Except for such change in the payment date, the parties desire that the Agreement remain in full force and effect.

Agreement

The parties hereto do hereby agree as follows:

1. The section of Exhibit B to the Agreement entitled "PAYMENTS" is hereby amended by substituting the phrase "the first day of each month" for the phrase "the 28th day of each month" (the "Original Phrase") in each place in which the Original Phrase heretofore shall have appeared in such section of Exhibit B to the Agreement.
2. Except as provided in section 1 hereinabove, the Agreement shall remain in full force and effect.
3. From and after the execution of this First Amendment to Program Service and Time Brokerage Agreement, any reference by either party hereto to the Agreement shall be deemed to be a reference to the Program Service and Time Brokerage Agreement as amended hereby, unless such reference explicitly states that it relates to the Agreement in its original form (i.e. its form prior to being amended hereby).

IN WITNESS WHEREOF, the parties have executed this First Amendment to Program Service and Time Brokerage Agreement as of the 21st day of September, 1992.

H & D BROADCASTING LIMITED PARTNERSHIP

By: \_\_\_\_\_

Its: \_\_\_\_\_

OCEAN COMMUNICATIONS

By: \_\_\_\_\_

Its: \_\_\_\_\_

[EXECUTION COPY]

SECOND AMENDMENT TO PROGRAM SERVICE  
AND TIME BROKERAGE AGREEMENT

This agreement is made this 10th day of November 1995, between Charles E. Giddens (the "Receiver"), as receiver for the Radio Stations (as hereinafter defined), Ocean Communications, a New Jersey partnership ("Ocean Communications"), and Spring Broadcasting, L.L.C. ("Spring").

WITNESSETH:

WHEREAS, on December 5, 1994, the Federal District Court for the District of Massachusetts appointed the Receiver to act as a federal court receiver for four radio stations which may be referred to as: (1) WSUB/WQGN in Groton, Connecticut (the "Groton Station"), (2) WKRS/WXLC in Waukegan, Illinois (the "Waukegan Station"), (3) WFPG/WFPG FM in Atlantic City, New Jersey (the "Atlantic City Station"), and (4) WBSM/WFHN in New Bedford, Massachusetts (the "New Bedford Station") (collectively, the Groton Station, the Waukegan Station, the Atlantic City Station and the New Bedford Station will be referred to herein as the "Radio Stations").

WHEREAS, the Receiver in an effort to sell the Radio Stations has entered into a certain Radio Station Asset Purchase Agreement, dated July 31, 1995, as amended by the First Amendment to the Radio Station Asset Sales Agreement, dated August 1, 1995 (the "Purchase and Sale Agreement") with Spring.

WHEREAS, H&D Broadcasting Limited Partnership ("Broadcasting") which formerly operated the Atlantic City Station entered into a certain Program Service and Time Brokerage Agreement with Ocean Communications, dated August 26, 1992, as subsequently amended by the First Amendment To Program Service And Time Brokerage Agreement, dated September 21, 1992 (collectively, the "LMA").

WHEREAS, to facilitate a sale of the Radio Stations and an assumption and assignment of the LMA by the Receiver to Spring, the parties hereto agree to modify the terms of the LMA as set forth below:

- a. The parties hereto agree that this Second Amendment is fully contingent upon the Court's approval of a sale of the Radio Stations to Spring and of this Second Amendment with all modifications as herein presented. In the event that the Court fails to approve the sale to Spring or fails to approve this Second Amendment, then this Second Amendment shall be of no force and effect and the terms and conditions of the LMA shall remain in effect unmodified hereby.

b. The payments required under the LMA as set forth on Exhibit B to the LMA (1) shall remain in effect as set forth on Exhibit B to the LMA through March 27, 1996, (2) thereafter, the monthly payment shall be as set forth below:

Beginning April 27, 1996 through March 27, 2000  
the monthly payments shall be \$10,500.00;

Beginning April 27, 2000 through March 27, 2003  
the monthly payments shall be \$ 9,500.00; and

Beginning April 27, 2003 through March 27, 2006  
the monthly payments shall be \$ 8,500.00.

c. The new LMA term shall be a four (4) year term commencing on April 27, 1996, with two (2) three (3) year renewal options. Notice of the intent to exercise a renewal option or terminate without penalty must be given six (6) months prior to expiration of any lease term. In addition to the foregoing, the Broker under the LMA, as modified, has the option to terminate the LMA during any lease term only upon 90 days prior written notice to Ocean Communications and payment of \$75,000 in addition to the three monthly payments owing under the LMA during the 90 day notice period.

d. The purchase price option under the LMA from and after the first day in the fifth year of the agreement as modified (commencing April 28, 2001) shall be \$950,000. The date of the modification of the LMA shall be deemed to be April 27, 1996 (the "Modification Date"). From and after the first day of each of the years following the Modification Date, the purchase price option shall be:

6th year	\$900,000.00
7th year	\$850,000.00
8th year	\$800,000.00
9th year	\$775,000.00
10th year	\$750,000.00

The purchase option may be exercised at any time during a lease term only upon 90 days prior written notice to Ocean Communications.

e. The escrowed deposit (referred to in paragraph 7, page 6 of the LMA) in the amount of \$120,000.00, plus accrued interest, will be released to Ocean Communications upon Court approval of this Second Amendment; and

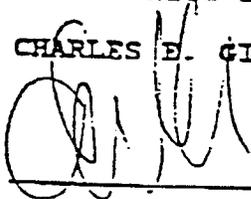
f. The payments called for under the LMA for the first quarter of 1996 will be paid by the Receiver in advance to Ocean Communications on January 27, 1996.

g. Ocean Communications agrees at any time and from time to time, at the request of Broadcasting or its assigns, to execute,

acknowledge and deliver to any party designated by Broadcasting or its assigns, certificates or other documents required by such party, including collateral assignments of the LMA consistent with and as specified in paragraph 25, page 22 of the LMA, in connection with Broadcasting or its assigns' efforts to obtain financing from such party. Such certificates or other documents shall confirm if in fact the LMA is in full force and effect as modified, if in fact there have been no defaults thereunder by Broadcasting or its assigns, the economic terms of the LMA as modified, what payments have in fact been made by Broadcasting or its assigns, and/or such other information requested by the lender, it being intended that such certification may be relied upon by such recipient in providing financing or entering into other transactions with Broadcasting or its assigns.

As evidence of the consent and agreement of the parties hereto to be legally bound hereby, the parties have caused their duly appointed representatives to execute this amendment below as of the date first written above.

CHARLES E. GIDDENS, RECEIVER



---

OCEAN COMMUNICATIONS

BY: \_\_\_\_\_  
William Koplovitz, Jr.,  
Partner

SPRING BROADCASTING, L.L.C.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

112369

24 3 20

acknowledge and deliver to any party designated by Broadcasting or its assigns, certificates or other documents required by such party, including collateral assignments of the LMA consistent with and as specified in paragraph 25, page 22 of the LMA, in connection with Broadcasting or its assigns' efforts to obtain financing from such party. Such certificates or other documents shall confirm if in fact the LMA is in full force and effect as modified, if in fact there have been no defaults thereunder by Broadcasting or its assigns, the economic terms of the LMA as modified, what payments have in fact been made by Broadcasting or its assigns, and/or such other information requested by the lender, it being intended that such certification may be relied upon by such recipient in providing financing or entering into other transactions with Broadcasting or its assigns.

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CHARLES E. GIDDENS, RECEIVER

---

OCEAN COMMUNICATIONS

BY: William Koplovitz Jr.  
William Koplovitz Jr.,  
Partner

SPRING BROADCASTING, L.L.C.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

112369

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CHARLES E. GIDDENS, RECEIVER

---

OCEAN COMMUNICATIONS

BY: William Koplovitz, Jr.,  
Partner

SPRING BROADCASTING, L.L.C.

BY: *[Signature]*  
TITLE: *CFO* *11/1/88*

112369

**ATLANTIC CITY**  
**General Manager: John Ford**  
**SPRING 2000**

**6AM-MID**

	PERSONS 12+ AQH SHR					PERSONS 25-54 AQH SHR				
	SP 98	FA 98	SP 99	FA 99	SP 00	SP 98	FA 98	SP 99	FA 99	SP 00
WPUR-FM	2.0	4.7	5.9	7.0	5.4	1.2	4.2	6.8	6.4	3.9
WKOE-FM	5.0	4.7	3.9	2.9	3.0	5.8	5.0	4.4	3.8	3.9
WFPG-FM	7.9	7.4	8.5	6.3	7.9	9.1	9.6	7.6	7.7	9.8
WFPG-AM	2.2	1.4	2.4	2.2	1.3	1.6	0.8	2.0	0.9	0.8
<b>Citadel</b>	<b>17.1</b>	<b>18.2</b>	<b>20.7</b>	<b>18.4</b>	<b>17.6</b>	<b>17.7</b>	<b>19.6</b>	<b>20.8</b>	<b>18.8</b>	<b>18.4</b>
WBNJ-FM	0.7	0.2	0.4	0.2	1.1	0.4	0.0	0.8	0.4	0.8
WTTH-FM	8.1	6.1	6.1	6.5	7.3	9.5	7.1	8.0	8.5	9.8
WSAX-FM	3.7	2.7	3.5	2.7	0.6	4.9	3.8	4.4	3.4	0.8
WGBZ-FM	0.0	0.0	0.0	0.0	2.4	0.0	0.0	0.0	0.0	2.4
WZBZ-FM	0.0	0.0	1.7	2.0	2.6	0.0	0.0	1.2	1.7	2.0
WMID-AM	3.1	4.5	3.9	5.2	3.2	0.4	0.4	0.8	1.3	0.4
<b>Margate</b>	<b>15.6</b>	<b>13.5</b>	<b>15.6</b>	<b>16.6</b>	<b>17.2</b>	<b>15.2</b>	<b>11.3</b>	<b>15.2</b>	<b>15.3</b>	<b>16.2</b>
WTKU-FM	4.2	4.1	5.0	4.5	4.3	4.9	4.6	6.0	4.7	5.1
WMGM-FM	3.7	4.1	4.4	4.0	4.5	4.9	5.9	6.4	5.5	6.3
WOND-AM	4.8	4.3	4.1	3.4	3.4	2.9	1.7	1.6	0.9	1.2
WGYM-AM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WONZ-AM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Green Group</b>	<b>12.7</b>	<b>12.5</b>	<b>13.5</b>	<b>11.9</b>	<b>12.2</b>	<b>12.7</b>	<b>12.2</b>	<b>14.0</b>	<b>11.1</b>	<b>12.6</b>
WAYV-FM	7.4	5.2	5.5	7.9	8.8	10.7	7.1	6.8	9.4	10.6
WZXL-FM	4.8	5.9	4.8	5.8	3.9	6.2	8.8	6.4	7.7	4.7
WCMC-AM	3.1	2.3	1.7	1.3	2.8	0.4	0.4	0.4	0.0	0.4
<b>Equity Comm</b>	<b>15.3</b>	<b>13.4</b>	<b>12.0</b>	<b>15.0</b>	<b>15.5</b>	<b>17.3</b>	<b>16.3</b>	<b>13.6</b>	<b>17.1</b>	<b>15.7</b>
WCZT-FM	1.3	1.8	2.2	2.0	1.7	1.6	2.1	2.0	2.1	2.4
WBSS-FM	1.3	2.9	1.7	2.2	2.6	2.1	3.8	2.0	3.0	3.1
WEMG-FM	3.9	3.6	2.0	2.9	1.7	0.8	1.3	0.8	4.3	2.0
WJSE-FM	1.8	1.6	1.1	1.8	2.6	2.1	2.1	1.2	1.7	3.5

WPUR - Country  
 WKOE - Mod Adult Cont  
 WFPG-FM - Lite Rock  
 WFPG-AM - News/Talk  
 WDNJ - Urban AC

WTTH - Urban AC  
 WSAX - Smooth Jazz  
 WSJX - Smooth Jazz  
 WZBZ - Top 40/Dance  
 WMID - Adult Standard

WTKU - Oldies  
 WMGM - Classic Hits  
 WOND - News/Talk  
 WGYM - Sports  
 WONZ - Span/Talk

WAYV - Hot AC  
 WZXL - Adult Rock  
 WCMC - Nostalgia  
 WCZT - AC  
 WBSS - Oldies/Talk

WEMG - Spanish  
 WJSE - Alt

**ATLANTIC CITY**  
**General Manager: John Ford**  
**SPRING 2000**

**GAM-MID**

	MEN 25-54					WOMEN 25-54					
	AQH SHR					AQH SHR					
	SP 98	FA 98	SP 99	FA 99	SP 00	SP 98	FA 98	SP 99	FA 99	SP 00	
WPUR-FM	1.7	3.1	6.3	6.6	3.8	WPUR-FM	1.6	5.5	7.4	6.2	4.0
WKOE-FM	5.8	4.6	5.5	5.0	3.1	WKOE-FM	5.7	5.5	3.3	2.7	4.8
WFPG-FM	5.0	6.2	3.1	5.0	3.8	WFPG-FM	13.0	13.8	11.6	10.6	15.3
WFPG-AM	1.7	0.8	1.6	0.8	0.8	WFPG-AM	1.6	0.9	2.5	0.9	0.8
<b>Citadel</b>	<b>14.2</b>	<b>14.7</b>	<b>16.5</b>	<b>17.4</b>	<b>11.5</b>	<b>Citadel</b>	<b>21.9</b>	<b>25.7</b>	<b>24.8</b>	<b>20.4</b>	<b>24.9</b>
WBNJ-FM	0.0	0.0	0.8	0.0	0.8	WBNJ-FM	0.8	0.0	0.8	0.9	0.8
WTTH-FM	7.5	6.9	5.5	5.8	8.5	WTTH-FM	11.4	7.3	10.7	11.5	11.3
WSAX-FM	5.0	3.1	3.1	3.3	0.8	WSAX-FM	4.9	3.7	5.8	2.7	0.8
WGBZ-FM	0.0	0.0	0.0	0.0	2.3	WGBZ-FM	0.0	0.0	0.0	0.0	2.4
WZBZ-FM	0.0	0.0	0.8	0.8	2.3	WZBZ-FM	0.0	0.0	1.7	2.7	2.4
WMID-AM	0.0	0.8	0.8	1.7	0.8	WMID-AM	0.8	0.0	0.8	0.0	0.8
<b>Margate</b>	<b>12.5</b>	<b>10.8</b>	<b>11.0</b>	<b>11.6</b>	<b>15.5</b>	<b>Margate</b>	<b>17.9</b>	<b>11.0</b>	<b>19.8</b>	<b>17.8</b>	<b>18.5</b>
WTKU-FM	5.0	3.8	4.7	5.8	5.4	WTKU-FM	4.1	4.6	7.4	3.5	4.0
WMGM-FM	5.8	6.2	7.0	7.4	10.0	WMGM-FM	4.1	5.5	5.8	4.4	2.4
WOND-AM	4.2	2.3	2.3	0.8	1.5	WOND-AM	1.6	0.9	0.8	0.9	0.8
WGYM-AM	0.0	0.0	0.0	0.0	0.0	WGYM-AM	0.0	0.0	0.0	0.0	0.0
WONZ-AM	0.0	0.0	0.0	0.0	0.0	WONZ-AM	0.0	0.0	0.0	0.0	0.0
<b>Green Group</b>	<b>15.0</b>	<b>12.3</b>	<b>14.0</b>	<b>14.0</b>	<b>16.9</b>	<b>Green Group</b>	<b>9.8</b>	<b>11.0</b>	<b>14.0</b>	<b>8.8</b>	<b>7.2</b>
WAYV-FM	9.2	4.6	6.3	6.6	7.7	WAYV-FM	13.0	10.1	7.4	12.4	13.7
WZXL-FM	8.3	11.5	9.4	11.6	6.9	WZXL-FM	3.3	5.5	3.3	3.5	2.4
WCMC-AM	0.0	0.0	0.0	0.0	0.8	WCMC-AM	0.8	0.0	0.0	0.0	0.0
<b>Equity Comm</b>	<b>17.5</b>	<b>16.1</b>	<b>15.7</b>	<b>18.2</b>	<b>15.4</b>	<b>Equity Comm</b>	<b>17.1</b>	<b>15.6</b>	<b>10.7</b>	<b>15.9</b>	<b>16.1</b>
WCZT-FM	0.8	2.3	1.6	0.0	1.5	WCZT-FM	3.3	2.8	2.5	4.4	3.2
WBSS-FM	2.5	4.6	2.3	3.3	3.1	WBSS-FM	1.6	3.7	1.7	2.7	2.4
WEMG-FM	0.8	1.5	0.8	3.3	3.1	WEMG-FM	0.8	0.9	0.8	5.3	1.6
WJSE-FM	2.5	1.5	1.6	2.5	5.4	WJSE-FM	1.6	2.8	0.8	0.9	1.6

WPUR - Country  
 WKOE - Mod Adult Cont  
 WFPG-FM - Lite Rock  
 WFPG-AM - News/Talk  
 WBNJ - Urban AC

WTTH - Urban AC  
 WSAX - Smooth Jazz  
 WSJX - Smooth Jazz  
 WZBZ - Top 40/Dance  
 WMID - Adult Standard

WTKU - Oldies  
 WMGM - Classic Hits  
 WOND - News/Talk  
 WGYM - Sports  
 WONZ - Span/Talk

WAYV - Hot AC  
 WZXL - Adult Rock  
 WCMC - Nostalgia  
 WCZT - AC  
 WBSS - Oldies/Talk

WEMG - Spanish  
 WJSE - Ait

**ATLANTIC CITY**  
**General Manager: John Ford**  
**SPRING 2000**

**6AM-10AM**

	PERSONS 12+ AQH SHR						PERSONS 25-54 AQH SHR				
	SP 98	FA 98	SP 99	FA 99	SP 00		SP 98	FA 98	SP 99	FA 99	SP 00
WPUR-FM	1.1	4.1	5.6	5.8	6.0	WPUR-FM	0.9	3.0	7.8	4.3	4.6
WKOE-FM	4.7	3.6	3.0	2.7	2.7	WKOE-FM	5.5	4.6	3.2	3.4	3.8
WFPG-FM	8.0	7.2	7.2	5.0	6.5	WFPG-FM	9.5	8.5	7.2	5.0	7.3
WFPG-AM	4.3	2.0	6.9	5.0	3.3	WFPG-AM	3.4	0.9	6.1	1.9	2.2
<b>Citadel</b>	<b>18.1</b>	<b>16.9</b>	<b>22.7</b>	<b>18.5</b>	<b>18.5</b>	<b>Citadel</b>	<b>19.3</b>	<b>17.0</b>	<b>24.3</b>	<b>14.6</b>	<b>17.9</b>
WBNJ-FM	0.8	0.3	0.5	0.3	0.9	WBNJ-FM	0.3	0.3	0.6	0.6	0.8
WTTH-FM	9.1	7.2	8.5	8.6	8.7	WTTH-FM	10.7	9.5	10.1	12.4	11.4
WSAX-FM	2.4	2.3	2.4	2.1	0.5	WSAX-FM	3.4	3.0	3.2	2.5	0.5
WGBZ-FM	0.0	0.0	0.0	0.0	1.7	WGBZ-FM	0.0	0.0	0.0	0.0	2.2
WZBZ-FM	0.0	0.0	1.4	1.4	1.4	WZBZ-FM	0.0	0.0	0.9	1.2	0.8
WMID-AM	4.0	4.4	4.8	4.0	3.3	WMID-AM	0.6	0.3	1.4	0.9	0.5
<b>Margate</b>	<b>16.3</b>	<b>14.2</b>	<b>17.6</b>	<b>16.4</b>	<b>16.5</b>	<b>Margate</b>	<b>15.0</b>	<b>13.1</b>	<b>16.2</b>	<b>17.6</b>	<b>16.2</b>
WTKU-FM	3.4	4.9	4.5	5.6	3.9	WTKU-FM	3.7	6.1	5.8	5.6	4.6
WMGM-FM	3.0	3.1	3.8	4.2	4.4	WMGM-FM	4.6	4.6	5.2	5.9	4.9
WOND-AM	7.4	6.7	6.1	5.6	3.8	WOND-AM	4.6	2.7	2.3	1.6	0.5
WGYM-AM	0.0	0.0	0.0	0.0	0.0	WGYM-AM	0.0	0.0	0.0	0.0	0.0
WONZ-AM	0.0	0.0	0.0	0.0	0.0	WONZ-AM	0.0	0.0	0.0	0.0	0.0
<b>Green Group</b>	<b>13.8</b>	<b>14.7</b>	<b>14.4</b>	<b>15.4</b>	<b>12.1</b>	<b>Green Group</b>	<b>12.9</b>	<b>13.4</b>	<b>13.3</b>	<b>13.1</b>	<b>10.0</b>
WAYV-FM	6.9	4.1	4.3	7.0	8.2	WAYV-FM	10.7	6.4	5.2	8.7	10.3
WZXL-FM	4.0	6.2	4.5	5.1	3.6	WZXL-FM	5.2	9.8	5.5	7.5	4.9
WCMC-AM	3.5	2.9	2.2	1.1	2.8	WCMC-AM	0.3	0.3	0.0	0.0	0.3
<b>Equity Comm</b>	<b>14.4</b>	<b>13.2</b>	<b>11.0</b>	<b>13.2</b>	<b>14.6</b>	<b>Equity Comm</b>	<b>16.2</b>	<b>16.5</b>	<b>10.7</b>	<b>16.2</b>	<b>15.5</b>
WCZT-FM	1.0	2.1	1.9	1.9	1.9	WCZT-FM	0.9	2.4	1.7	2.2	2.4
WBSS-FM	1.4	1.8	1.4	1.8	2.5	WBSS-FM	2.1	2.7	1.7	2.2	2.7
WEMG-FM	3.7	3.3	1.4	2.4	1.6	WEMG-FM	1.2	1.2	0.3	3.4	2.4
WJSE-FM	0.8	0.8	0.8	2.2	3.9	WJSE-FM	0.9	1.2	0.6	2.5	6.2

WPUR - Country  
 WKOE - Mod Adult Cont  
 WFPG-FM - Lite Rock  
 WFPG-AM - News/Talk  
 WBNJ - Urban AC

WTTH - Urban AC  
 WSAX - Smooth Jazz  
 WSJX - Smooth Jazz  
 WZBZ - Top 40/Dance  
 WMID - Adult Standard

WTKU - Oldies  
 WMGM - Classic Hits  
 WOND - News/Talk  
 WGYM - Sports  
 WONZ - Span/Talk

WAYV - Hot AC  
 WZXL - Adult Rock  
 WCMC - Nostalgia  
 WCZT - AC  
 WBSS - Oldies/Talk

WEMG - Spanish  
 WJSE - Alt

**ATLANTIC CITY**  
**General Manager: John Ford**  
**SPRING 2000**

**6AM-10AM**

	MEN 25-54					WOMEN 25-54				
	AQH SHR					AQH SHR				
	SP 98	FA 98	SP 99	FA 99	SP 00	SP 98	FA 98	SP 99	FA 99	SP 00
WPUR-FM	1.2	2.2	6.7	3.6	4.0	0.6	4.1	9.0	5.8	5.2
WKOE-FM	5.5	4.4	3.3	4.1	3.0	5.6	4.8	3.0	2.6	4.7
WFPG-FM	6.1	6.6	4.4	3.6	3.0	13.0	11.6	10.8	6.5	12.2
WFPG-AM	3.6	0.5	5.6	1.8	2.0	3.7	1.4	6.6	1.9	1.7
<b>Citadel</b>	<b>16.4</b>	<b>13.7</b>	<b>20.0</b>	<b>13.1</b>	<b>12.0</b>	<b>22.9</b>	<b>21.9</b>	<b>29.4</b>	<b>16.8</b>	<b>23.8</b>
WBNJ-FM	0.0	0.0	1.1	0.0	1.0	0.0	0.0	0.6	1.3	0.6
WTTH-FM	7.9	7.7	7.8	10.7	9.5	13.7	11.0	12.7	14.3	13.4
WSAX-FM	3.0	2.7	2.2	2.4	0.5	3.7	3.4	4.2	2.6	0.6
WGBZ-FM	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	2.3
WZBZ-FM	0.0	0.0	0.6	0.6	0.5	0.0	0.0	1.2	1.9	1.2
WMID-AM	0.6	0.5	1.1	1.2	0.5	0.0	0.0	1.8	0.6	1.2
<b>Margate</b>	<b>11.5</b>	<b>10.9</b>	<b>12.8</b>	<b>14.9</b>	<b>14.0</b>	<b>17.4</b>	<b>14.4</b>	<b>20.5</b>	<b>20.7</b>	<b>19.3</b>
WTKU-FM	3.6	6.0	3.9	5.3	4.5	3.7	6.2	7.8	5.8	5.2
WMGM-FM	5.5	5.5	6.7	8.3	7.0	3.7	4.1	3.6	3.9	2.3
WOND-AM	6.7	3.3	2.8	1.2	1.0	3.1	2.1	1.2	1.9	0.6
WGYM-AM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WONZ-AM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Green Group</b>	<b>15.8</b>	<b>14.8</b>	<b>13.4</b>	<b>14.8</b>	<b>12.5</b>	<b>10.5</b>	<b>12.4</b>	<b>12.6</b>	<b>11.6</b>	<b>8.1</b>
WAYV-FM	8.5	3.8	5.0	6.5	8.0	13.0	10.3	5.4	11.0	12.8
WZXL-FM	6.7	12.1	8.3	11.2	6.5	3.7	6.8	2.4	3.9	2.9
WCMC-AM	0.0	0.5	0.0	0.0	0.0	0.6	0.0	0.0	0.0	0.6
<b>Equity Comm</b>	<b>15.2</b>	<b>16.4</b>	<b>13.3</b>	<b>17.7</b>	<b>14.5</b>	<b>17.3</b>	<b>17.1</b>	<b>7.8</b>	<b>14.9</b>	<b>16.3</b>
WCZT-FM	0.0	1.6	0.6	0.0	2.0	1.9	3.4	3.0	4.5	3.5
WBSS-FM	2.4	3.3	2.2	2.4	2.5	1.9	2.1	1.2	1.9	2.9
WEMG-FM	0.6	1.1	0.6	1.8	4.0	1.9	1.4	0.6	5.2	0.6
WJSE-FM	1.2	1.1	1.1	3.6	9.0	0.6	1.4	0.6	1.3	2.9

WPUR - Country  
 WKOE - Mod Adult Cont  
 WFPG-FM - Lite Rock  
 WFPG-AM - News/Talk  
 WBNJ - Urban AC

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 WSJX - Smooth Jazz  
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 WONZ - Span/Talk

WAYV - Hot AC  
 WZXL - Adult Rock  
 WCMC - Nostalgia  
 WCZT - AC  
 WBSS - Oldies/Talk

WEMG - Spanish  
 WJSE - Alt

[EXECUTION COPY]

SECOND AMENDMENT TO PROGRAM SERVICE  
AND TIME BROKERAGE AGREEMENT

This agreement is made this 10th day of November 1995, between Charles E. Giddens (the "Receiver"), as receiver for the Radio Stations (as hereinafter defined), Ocean Communications, a New Jersey partnership ("Ocean Communications"), and Spring Broadcasting, L.L.C. ("Spring").

WITNESSETH:

WHEREAS, on December 5, 1994, the Federal District Court for the District of Massachusetts appointed the Receiver to act as a federal court receiver for four radio stations which may be referred to as: (1) WSUB/WQGN in Groton, Connecticut (the "Groton Station"), (2) WKRS/WXLC in Waukegan, Illinois (the "Waukegan Station"), (3) WFPG/WFPG FM in Atlantic City, New Jersey (the "Atlantic City Station"), and (4) WBSM/WFHN in New Bedford, Massachusetts (the "New Bedford Station") (collectively, the Groton Station, the Waukegan Station, the Atlantic City Station and the New Bedford Station will be referred to herein as the "Radio Stations").

WHEREAS, the Receiver in an effort to sell the Radio Stations has entered into a certain Radio Station Asset Purchase Agreement, dated July 31, 1995, as amended by the First Amendment to the Radio Station Asset Sales Agreement, dated August 1, 1995 (the "Purchase and Sale Agreement") with Spring.

WHEREAS, H&D Broadcasting Limited Partnership ("Broadcasting") which formerly operated the Atlantic City Station entered into a certain Program Service and Time Brokerage Agreement with Ocean Communications, dated August 26, 1992, as subsequently amended by the First Amendment To Program Service And Time Brokerage Agreement, dated September 21, 1992 (collectively, the "LMA").

WHEREAS, to facilitate a sale of the Radio Stations and an assumption and assignment of the LMA by the Receiver to Spring, the parties hereto agree to modify the terms of the LMA as set forth below:

a. The parties hereto agree that this Second Amendment is fully contingent upon the Court's approval of a sale of the Radio Stations to Spring and of this Second Amendment with all modifications as herein presented. In the event that the Court fails to approve the sale to Spring or fails to approve this Second Amendment, then this Second Amendment shall be of no force and effect and the terms and conditions of the LMA shall remain in effect unmodified hereby.

b. The payments required under the LMA as set forth on Exhibit B to the LMA (1) shall remain in effect as set forth on Exhibit B to the LMA through March 27, 1996, (2) thereafter, the monthly payment shall be as set forth below:

Beginning April 27, 1996 through March 27, 2000  
the monthly payments shall be \$10,500.00; *\$126K ANNUAL*

Beginning April 27, 2000 through March 27, 2003  
the monthly payments shall be \$ 9,500.00; and *\$114K ANNUAL*

Beginning April 27, 2003 through March 27, 2006  
the monthly payments shall be \$ 8,500.00. *\$102K ANNUAL*

c. The new LMA term shall be a four (4) year term commencing on April 27, 1996, with two (2) three (3) year renewal options. Notice of the intent to exercise a renewal option or terminate without penalty must be given six (6) months prior to expiration of any lease term. In addition to the foregoing, the Broker under the LMA, as modified, has the option to terminate the LMA during any lease term only upon 90 days prior written notice to Ocean Communications and payment of \$75,000 in addition to the three monthly payments owing under the LMA during the 90 day notice period.

d. The purchase price option under the LMA from and after the first day in the fifth year of the agreement as modified (commencing April 28, 2001) shall be \$950,000. The date of the modification of the LMA shall be deemed to be April 27, 1996 (the "Modification Date"). From and after the first day of each of the years following the Modification Date, the purchase price option shall be:

<i>AFTER: 4/28/02</i>	6th year	\$900,000.00
<i>4/28/03</i>	7th year	\$850,000.00
<i>4/28/04</i>	8th year	\$800,000.00
<i>4/28/05</i>	9th year	\$775,000.00
<i>4/28/06</i>	10th year	\$750,000.00

The purchase option may be exercised at any time during a lease term only upon 90 days prior written notice to Ocean Communications.

e. The escrowed deposit (referred to in paragraph 7, page 6 of the LMA) in the amount of \$120,000.00, plus accrued interest, will be released to Ocean Communications upon Court approval of this Second Amendment; and

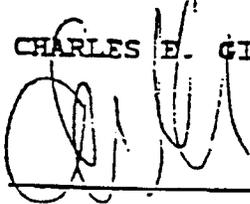
f. The payments called for under the LMA for the first quarter of 1996 will be paid by the Receiver in advance to Ocean Communications on January 27, 1996.

g. Ocean Communications agrees at any time and from time to time, at the request of Broadcasting or its assigns, to execute,

acknowledge and deliver to any party designated by Broadcasting or its assigns, certificates or other documents required by such party, including collateral assignments of the LMA consistent with and as specified in paragraph 25, page 22 of the LMA, in connection with Broadcasting or its assigns' efforts to obtain financing from such party. Such certificates or other documents shall confirm if in fact the LMA is in full force and effect as modified, if in fact there have been no defaults thereunder by Broadcasting or its assigns, the economic terms of the LMA as modified, what payments have in fact been made by Broadcasting or its assigns, and/or such other information requested by the lender, it being intended that such certification may be relied upon by such recipient in providing financing or entering into other transactions with Broadcasting or its assigns.

As evidence of the consent and agreement of the parties hereto to be legally bound hereby, the parties have caused their duly appointed representatives to execute this amendment below as of the date first written above.

CHARLES E. GIDDENS, RECEIVER



OCEAN COMMUNICATIONS

BY: \_\_\_\_\_  
William Koplovitz, Jr.,  
Partner

SPRING BROADCASTING, L.L.C.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

112369