

## TIME BROKERAGE AGREEMENT

**THIS TIME BROKERAGE AGREEMENT** (the "Agreement") is made as of this \_\_\_\_ day of October, 2003 by and between **GFR, INC.** a Florida Corporation ("GFR") and **STAGE DOOR DEVELOPMENT, INC.** an Alabama corporation ("Programmer").

**WHEREAS**, GFR is the owner, operator and licensee of radio broadcast station WTOT (FM), Graceville, FL (the "Station");

**WHEREAS**, GFR and Programmer have entered into as of the date hereof that certain Asset Purchase Agreement (the "Asset Purchase Agreement") relating to the sale by GFR for the purchase by Programmer of all licenses, permits and other authorizations for the Station issued by the Federal Communications Commission ("FCC") to GFR and certain other assets related to the Station; and

**WHEREAS**, commencing upon the Commencement Date (as herein defined) Programmer wishes to provide programming for broadcast on the Station, which may include, without limitation, original programs, syndicated programs, barter programs, paid-for programs, locally produced programs and advertising (the "Purchaser Programming") and related management services, and GFR desires to accept and broadcast the programming supplied by Programmer on the Station and such services, subject to the terms and conditions hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. Programming and Transmission Services.

(a) Subject to the provisions of this Agreement, on the Commencement Date GFR agrees to make available to Programmer air time and transmission capabilities for the broadcast of Purchaser Programming on the Station for up to twenty-four (24) hours per day, seven (7) days a week during periods when GFR is not broadcasting GFR Programming. Although Programmer is not assuming GFR Programming, Programmer agrees to use its best efforts to fulfill all of GFR's rights and obligations under the Programming Agreements and any other contract to which GFR is a party and Programmer is providing management services. All material furnished by Programmer for broadcast on any of the Station shall be delivered to GFR on tape cartridges, or other mutually agreeable method, in a format to be agreed upon by Programmer and GFR, in a form ready for broadcast on GFR's existing playback equipment, and with quality suitable for radio broadcast. GFR shall not be required to provide production services or to copy, reformat, or otherwise manipulate material furnished by Programmer other than inserting tape cartridges into machinery for broadcast. All material furnished by GFR for broadcast on any of the Station shall be delivered to the Station in the same manner as it was furnished by GFR to the Station prior to the Commencement Date (as defined herein).

(b) Programmer shall assure that no contract or commitment for Purchaser Programming arranged by Programmer shall give rise to any liability or obligation of GFR; provided that Programmer shall promptly inform GFR of each such contract and commitment and of the terms thereof and, if GFR shall elect to assume any such contract or commitment, Programmer shall, in the event that the Asset Purchase Agreement terminates without a Closing (as defined in the Asset Purchase Agreement), upon the termination of the term of this Agreement arrange for the immediate assignment to GFR of such contract or commitment and for the concurrent consent of each other party thereto to such assignment.

2. Advertising Sales. Programmer shall timely fulfill all orders for advertising on the Station applicable to any of the GFR Programming and Purchaser Programming. GFR has provided to Programmer copies of all orders as of \_\_\_\_\_, 2003. In the event any such order calls for the placement of any advertising on the Station after the termination of the term of this Agreement without the consummation of the Asset Purchase Agreement, Programmer shall if, and only if, and to the extent GFR elects to fulfill such order, cooperate with GFR to enable such advertising to be broadcast on the Station in accordance with the terms of such order and all revenues and accounts receivable relating to or arising from such orders shall be the sole and exclusive asset of GFR.

3. Payments. As consideration for the rights granted hereunder, Programmer hereby agrees to pay to GFR in a timely manner the amounts referred to on Attachment I annexed hereto (the "Fee"), in each case on the dates specified in said Attachment I. Anything to the contrary contained in this Agreement notwithstanding, in no event shall Programmer be entitled to delay payment of, reduce, or set off any claim against, any amount payable by Programmer under this Agreement, whether by reason of a breach or default by GFR or otherwise.

4. Term. The term of this Agreement shall begin on the Commencement Date, and shall continue in force from that date until the earlier of the occurrence of (a) the Closing or (b) the termination of the Asset Purchase Agreement pursuant to Section \_\_\_\_ thereof; provided, however, that in the event the Asset Purchase Agreement is terminated or fails to close for any reason other than a default by Programmer thereunder, then Programmer may elect to extend the term of this Agreement for a period of 10 years, such election to be made within 30 days after the termination of the Asset Purchase Agreement by written notice. The term "Commencement Date" shall mean a date specified by Programmer, with at least 5 business days prior written notice to GFR. In no event shall the Commencement Date be later than the date which is 30 days after the date hereof.

5. Purchaser Programming. Purchaser Programming shall comply with the Station' Policy Guidelines as set forth in Exhibit A annexed hereto, as the same may be reasonably amended by GFR from time to time, and with the provisions of this Agreement, and, provided such compliance obligations are satisfied, shall be entertainment programming of Programmer's own selection, together with commercial matters, news, public service announcements and other programming suitable for broadcast on the Station. All actions or activities of Programmer under this Agreement, and Purchaser Programming shall be in accordance with: (a) the Communications Act of 1934, as amended; (b) the rules, requirements and

policies of the FCC, including, without limitation, the FCC's rules on children's radio programming, plugola/payola, lotteries and contests, hoaxes, station identification, minimum operating schedule, sponsorship identification, political programming and political advertising rates; (c) all applicable federal, state and local laws, regulations and policies (collectively, "Applicable Government Regulations") and (d) generally accepted quality standards of the radio broadcast industry. In the event that GFR determines, based on the exercise of GFR's good faith reasonable business judgment, that Programmer has failed to comply in any material respect with any of the standards provided for in this Agreement, GFR may suspend or cancel any Purchaser Programming not in compliance. In the event of any such suspension or cancellation, Programmer shall retain the right to use the Purchaser Programming and to authorize the use of such Purchaser Programming in any manner and in any media whatsoever. In the event of any wrongful suspension or cancellation by GFR of Purchaser Programming, GFR will reimburse Programmer for its costs, expenses and losses arising therefrom.

6. Preemption. GFR reserves the right in its sole discretion, and without liability, to preempt, delay or delete any of the broadcasts of the Purchaser Programming and to broadcast in substitution such other programming which, in GFR's sole judgment, is of greater local or national importance. In all such cases (except for those involving breaking news), GFR shall use reasonable efforts to provide Programmer with at least twenty-four (24) hours notice of GFR's intention to preempt, delay or delete such Purchaser Programming. Programmer agrees to cooperate in the airing of GFR's substitute programming, including the use of Programmer's personnel and equipment as reasonably required.

7. Advertising and Programming Revenues. Programmer shall be entitled to all advertising and promotion-related revenues, and all accounts receivable, in respect thereof, arising from the sale of advertising time on the Purchaser Programming and the GFR Programming and in fact broadcast during the term hereof. Programmer shall be responsible for payment of all agency commissions and the commissions payable to any sales representative engaged by Programmer for the purpose of selling advertising within the Purchaser Programming. Programmer shall collect all such advertising and promotion-related revenues in such manner as it may determine. GFR and Programmer each shall have the right, at its own expense, to seek copyright royalty payments for its own programming. Subject to compliance with applicable laws, Programmer may sell advertising on the Station in combination with the sale of advertising on other radio or radio Station.

8. GFR Station Facilities. Subject to the terms and conditions set forth in this Agreement, GFR hereby agrees to make the facilities of the Station that are owned or leased by GFR ("GFR Station Facilities") available to Programmer twenty-four (24) hours a day, seven (7) days per week for operation and broadcast. GFR shall perform reasonable and customary maintenance of all GFR Station Facilities and equipment and in furtherance of its obligations to comply with applicable FCC rules, regulations and policies, and GFR's obligations set forth in this Section. Any downtime in the GFR Station Facilities occasioned by any such maintenance shall not be deemed to be a default or violation by GFR.

9. Right of Access. GFR shall provide Programmer with access at all times to its owned and

leased property used for the Station' operations to conduct, at Programmer's expense, all activities for which such property is currently used and permitted to be used. GFR shall have access at all times to its equipment and facilities used in conjunction with the production and broadcast of the GFR Programming so as to permit GFR to operate and control the Station and to broadcast the Purchaser Programming and GFR Programming as provided herein. Programmer shall have the right, upon GFR's express prior written consent, to install and maintain at the GFR Station Facilities, at Programmer's expense, any microwave studio/transmitter relay equipment, telephone lines, transmitter remote control, monitoring devices or any other equipment necessary for the proper transmission of the Purchaser Programming on the Station, and GFR and Programmer shall take, at Programmer's expense, all steps reasonably necessary to prepare and file any applications with the FCC to effectuate such proper transmission. Programmer shall have the right, at its sole cost and expense, to relocate such equipment as is necessary to implement the license modifications contemplated by the Modification Application.

10. Force Majeure. Any failure or impairment of the GFR Station Facilities or any Station equipment or services or any delay or interruption in the broadcast of the Purchaser Programming, or failure at any time by GFR to furnish the GFR Station Facilities, or any Station' equipment or services, in whole or in part, for the broadcast of the Purchaser Programming or otherwise, due to acts of God, war, terrorism, strikes, or threats thereof or *force majeure*, or due to causes beyond the control of GFR, shall not constitute a breach of this Agreement, and GFR shall not be liable to Programmer and Programmer shall not be liable to GFR for payment of the Fee in respect of any period as to which a *force majeure* event shall have occurred and be continuing.

11. Equipment. The parties agree that GFR shall retain title to all of the Assets (as defined in the Asset Purchase Agreement) until the Closing of the Asset Purchase Agreement. Programmer shall hold title to any new equipment or assets purchased or otherwise acquired by Programmer for the Station during the term of this Agreement; provided that in the event the term of this Agreement shall end and the Closing under the Asset Purchase Agreement shall not then have occurred, any equipment or asset obtained as a replacement for any equipment or assets of GFR, without the express written consent of GFR, automatically shall become and hereinafter be deemed owned by GFR, and, in the case of any such replacement items so consented to, GFR shall have the right to purchase the same at the net book value thereof, in each case free and clear of all Liens (as defined in the Asset Purchase Agreement). Programmer shall execute and deliver to GFR all instruments necessary to effectuate the foregoing.

12. GFR Control of Station. Notwithstanding anything to the contrary in this Agreement, GFR shall have full authority, control and power over the operation of the Station during the term of this Agreement. GFR shall retain control over the policies, programming, finances, personnel and operations of the Station, including, without limitation, the right to accept or reject any Purchaser Programming or advertisements, and the right to take any other actions necessary for compliance with Applicable Government Regulations. GFR shall be responsible to the FCC for the Station' compliance with all Applicable Government Regulations, including, but not limited to, FCC requirements with respect to ascertainment of the problems, needs and interests of the community, public service programming,

children's programming, political broadcasting, main studio staffing, maintenance of public inspection files, and maintenance of appropriate Emergency Alert System equipment, in all cases without intending to limit any compensation, reimbursement or other obligations of Programmer under this Agreement. Programmer shall provide GFR with all necessary information with respect to the Purchaser Programming that is responsive to the problems, needs and interests of the community, and shall use its best efforts to assist GFR in all respects requested by GFR in the preparation of information to enable GFR to prepare records, reports and logs required by the FCC or other local, state or federal governmental agencies. All correspondence (including e-mail) from members of the public concerning the Station' programming shall be provided to GFR.

13. Responsibility for Employees and Expenses. During this term of this Agreement, GFR hereby agrees to employ no fewer than two full-time employees for the Station, one of whom shall be a management level employee, both of whom shall report to and be accountable solely to GFR, and who shall be ultimately responsible for the day-to-day operations of the Station. The rate of compensation for such employees shall be no greater than the rates currently in effect, provided, however, that if the term of this Agreement is extended beyond December 31, 2003, such rate of compensation may be increased thereafter with the consent of Programmer, such consent not to be unreasonably withheld. Programmer shall not employ or seek to employ any of GFR's current employees without GFR's express written consent. GFR shall be responsible for paying the salaries, payroll taxes, health insurance and other employment related costs for all personnel employed by GFR with respect to the Station. Effective the date of this Agreement, Programmer shall employ and be responsible for all personnel, equipment and facilities used in the production of the Purchaser Programming (including, without limitation, sales, traffic and programming personnel). All Programmer personnel shall be subject to the supervision and the direction of GFR's designated personnel in connection with the performance of their duties at the Station. GFR shall be responsible for all expenses of GFR related to the operation of the Station and the GFR Station Facilities and the Station' equipment. GFR shall also be responsible for income taxes relating to GFR's earnings from this arrangement. Programmer shall pay promptly when due all copyright fees attributable to Purchaser Programming broadcast on the Station during the term of this Agreement.

14. Compliance with Law; Licenses. Programmer agrees that, throughout the term of this Agreement, Programmer shall comply with all laws and regulations applicable to the conduct of Programmer's business and activities, including all Applicable Government Regulations.

15. Payola/Plugola/EEO. Programmer agrees that it shall not accept, and shall not permit any of its employees to 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, materials, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the Purchaser Programming as having paid for or furnished such consideration, in accordance with FCC requirements. Programmer agrees that, on an annual basis, or more frequently at the request of GFR, it will execute and provide GFR with affidavits regarding payola/plugola compliance in such form and substance

as GFR shall reasonably require. Programmer shall comply with all equal employment opportunity regulations and policies (including, but not limited to, those of the FCC) to the extent such regulations and policies apply, or may in the future be deemed to apply, to the employment practices of Programmer's personnel assigned to duties in connection with the operation of the Station; and Programmer shall timely provide GFR with all information that may be necessary or appropriate to comply with any reporting obligations of the FCC pursuant to such regulations or policies.

16. Political Advertising. GFR shall retain full responsibility for overseeing compliance with the FCC's political programming policies and regulations, including setting political advertising rates for the Station and determining which legally qualified political candidates and races shall have reasonable access to political advertising on the Station. At least 90 days prior to the beginning of any primary or general election period, GFR will set the rates to be charged legally qualified political candidates to ensure that the rate conforms with applicable election law and policies. Programmer agrees to provide GFR with access to its documentation concerning the pricing of advertising sold on the Station as is necessary to permit GFR to ascertain that the political rate is appropriate. Within 24 hours of any request to purchase time on the Station on behalf of a legally qualified candidate, Programmer will report the request and its disposition to GFR and obtain GFR's written approval to such disposition. GFR shall be responsible for placing appropriate records in the Station's political file.

17. Indemnification. Programmer hereby agrees to indemnify and hold harmless GFR and all of its members, officers, affiliates, agents, employees, successors, and assigns or any of the foregoing against all liability, damages, cost and expense (including, without limitation, reasonable attorney's fees) suffered or incurred by any of them for, or arising out of, or by reason of (a) libel, slander, illegal competition or trade practice, infringement of trade marks, trade names, or program titles, violation of rights of privacy, infringement of copyrights and proprietary rights and other liabilities resulting from or relating to the broadcast of any Purchaser Programming; and (b) all other matters arising out of or related to Programmer's activities involving the Station or use of any of the GFR Station Facilities and/or any equipment or assets of the Station. GFR hereby agrees to indemnify and hold harmless Programmer and all of its stockholders, directors, officers, affiliates, agents, employees, successors, and assigns against all liability arising out of liabilities of the type described in clause (a) of the first sentence of this Section that arise as a result of GFR's alteration of any Purchaser Programming prior to broadcast by GFR, which alteration is not consented to by Programmer. Programmer's and GFR's obligations under this Section shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.

18. Events of Default; Cure Periods and Remedies.

(a) Events of Default. The following shall, after the expiration of the "applicable cure periods," constitute events of default under the Agreement (each an "Event of Default"):

(i) Programmer's failure to timely pay any consideration provided for in this Agreement or any amount then due under this Agreement or the Asset Purchase Agreement;

(ii) The default by any party hereto in the material observance or performance of any material covenant or agreement contained herein; provided, however, that any failure of GFR to comply with Applicable Government Regulations shall not be deemed to be a default of a material covenant or agreement by GFR, if Programmer has failed to provide information or cooperation to GFR concerning Purchaser Programming that could have allowed GFR to avoid such noncompliance, or any other act or omission, or any instruction or request to Station' personnel, by Programmer is a basis or cause of such failure to comply with Applicable Government Regulations;

(iii) The default by any party hereto (after the expiration of all applicable cure periods) in the material observance or performance of any material covenant or agreement contained in the Asset Purchase Agreement which entitles the other party to terminate the Asset Purchase Agreement.

(b) Cure Periods. An Event of Default under 18(a) above shall not be deemed to have occurred until 30 days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default; provided, however, Programmer's failure to pay any consideration provided for in this Agreement or any amount due under this Agreement or the Asset Purchase Agreement shall not be subject to a cure period and shall be an incurable breach of this Agreement. The Event of Default which is subject to a cure period hereunder shall not be deemed to have occurred if actions necessary and sufficient to cure are taken during the relevant cure period.

(c) Right of Termination. In addition to other remedies available at law or equity, but subject to the requirements and limitations set forth herein, this Agreement may be terminated as set forth below by either GFR or Programmer by written notice to the other upon the occurrence of the following:

(i) this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(ii) an Event of Default by the other party has occurred and the party seeking to terminate is not then in material default or breach hereof;

(iii) the termination of the Asset Purchase Agreement pursuant to Section 13 thereof;

(iv) the mutual consent of all parties; or

(v) there has been a material change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and not the subject of a timely appeal or further administrative review; provided, however, that in such event the parties

shall first negotiate in good faith and attempt to agree on an amendment to this Agreement that will provide the parties with a valid, binding and enforceable agreement that conforms to the new FCC rules, policies or precedent.

(d) Termination Requirements and Procedures. Unless otherwise mutually agreed by Programmer and GFR, any termination of this Agreement shall, at the election of GFR, not become effective until the effective date specified by GFR which shall not be more than 90 days after notice of termination is provided by Programmer or GFR.

(e) Liabilities Upon Termination. Upon termination of this Agreement for any reason, Programmer shall be responsible for all liabilities, debts and obligations of Programmer accrued from the purchase of air time and/or transmission services and all Purchaser Programming, including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for GFR's federal, state, and local tax liabilities associated with Programmer's payments to GFR as provided for herein. With respect to Programmer's obligations to broadcast programming, advertisements and other material over the Station after termination hereunder, GFR may propose compensation to GFR for meeting these obligations, but GFR shall be under no duty to propose such compensation or to perform such obligations and Programmer shall accept any such proposal by GFR which is reasonable and equitable under the circumstances and cooperate with GFR to effectuate such performance. In no event shall GFR be under any obligation to make available to Programmer any broadcast time or broadcast transmission facilities and all amounts accrued or payable to GFR up to the date of termination which have not been paid shall immediately become due and payable.

(f) Survival. Anything to the contrary contained in this Agreement notwithstanding, all obligations under this Agreement accrued or arising prior to or by reason of the termination of this Agreement shall survive such termination.

19. Responsive Programming. Programmer and GFR mutually acknowledge their interest in ensuring that the Station serve the needs and interests of the residents of their communities of license, and the surrounding service areas and agree to cooperate in doing so. GFR may request, and Programmer shall provide, information concerning such of Purchaser Programming that is responsive to community issues so as to assist GFR in the satisfaction of its public service programming obligations.

20. Time Brokerage Challenge. If this Agreement is challenged in whole or in part at the FCC or in another administrative or judicial forum, whether or not in connection with the Station' license renewal application, counsel for GFR and counsel for Programmer shall, at their joint expense, jointly defend the Agreement and the parties' performance hereunder throughout all such proceedings. If portions of this Agreement do not receive the approval of the FCC's staff, or the Agreement receives such approval with conditions that are adverse to GFR or Programmer, then the parties shall endeavor in good faith to reform the Agreement as necessary to satisfy the FCC staff's concerns, while preserving the respective benefits to and without increasing the respective obligations of the parties, or seek reversal of the staff decision and

approval from the full Commission on appeal.

21. Programmer's Representations, Warranties and Covenants. Programmer makes the following additional representations, warranties and covenants:

(a) Compliance with Applicable Law. Programmer's performance of its obligations under this Agreement and its furnishing of Purchaser Programming shall be in compliance with, and shall not violate or cause GFR to violate any Applicable Government Regulations.

(b) Handling of Complaints. Programmer shall promptly advise GFR of any public or FCC complaint or inquiry that Programmer receives concerning the Purchaser Programming and shall cooperate with GFR and take all actions as may be reasonably requested by GFR in responding to any such complaint or inquiry.

(c) Copyright and Licensing. Programmer shall not broadcast on the Station any material in violation of the Copyright Act.

(d) Insurance. Programmer shall maintain throughout the term of this Agreement general liability insurance and other insurance customarily maintained by broadcasters transmitting similar programming, and shall name GFR as an additional insureds on such insurance policies.

(e) Information for FCC Reports. Upon request by GFR, Programmer shall provide in a timely manner any such information in its possession that shall enable GFR to prepare, file or maintain the records and reports required by the FCC.

22. Miscellaneous.

(a) Certain Limitations. Anything to the contrary contained in the Agreement notwithstanding:

(i) in the event the Closing under the Asset Purchase Agreement shall occur, GFR shall have no liability or obligation whatsoever under this Agreement, whether for matters arising prior to such Closing or otherwise;

(ii) Programmer's sole remedy for any breach or default by GFR under this Agreement shall be such rights as Programmer may have under the Asset Purchase Agreement upon the termination thereof; and

(iii) nothing herein, express or implied, is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights, remedies or other benefits under or by reason of this Agreement.

(b) Amendment; Waiver. No modification, amendment or waiver of any provision of this Agreement shall in any event be effected unless the same shall be in writing and signed by the party adversely affected by the waiver or modification, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

(c) Governing Law. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Florida excluding the choice of law rules thereof, applicable to contracts to be performed entirely within that State. Should any clause, section or part of this Agreement be held or declared to be void, illegal or unenforceable for any reason, all other clauses, sections or parts of this Agreement which can be effected without such void, illegal or unenforceable clause, section or part shall nevertheless continue in full force and effect.

(d) Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

(e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall be assignable only to the same extent as and solely in connection with any assignment of the Asset Purchase Agreement permitted pursuant to the terms thereof.

(f) Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes if sent by certified or registered mail, return receipt requested and postage prepaid, hand delivery or overnight delivery service:

If to Programmer, at:

With a copy to:

Borsari & Assoc., PLC  
P.O. Box 29  
Arlington, VA 22201  
Attention: John A. Borsari, Esq.

Overnight Mail:  
2111 Wilson Blvd., #700  
Arlington, VA 22201

If to GFR, at:

With a copy to:

or at such other address as any party may specify by notice given to the other party in accordance with this Section 22(f). The date of the giving of any notice sent by mail shall be three business days following the date of the posting of the mail, if delivered in person, the date delivered in person or the next business day following delivery to an overnight delivery service.

(g) Entire Agreement. This Agreement, together with the Asset Purchase Agreement constitutes the entire agreement of the parties (and supersedes any prior understanding of the parties) with respect to the subject matter hereof. The representations, warranties, covenants and agreements set forth in this Agreement, schedules or exhibits delivered pursuant hereto constitute all the representations, warranties, covenants and agreements of the parties hereto and upon which the parties have relied.

(h) Counterparts. This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one agreement.

**IN WITNESS WHEREOF**, the parties have executed this Time Brokerage Agreement as of the date first above written.

**GFR, INC.**

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

Name: Edward Cearly

Title: President

**STAGE DOOR DEVELOPMENT, INC.**

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

Name: H. Jack Mizell

Title: President

## TIME BROKERAGE AGREEMENT

### ATTACHMENT I

1. During the term of this Agreement, the monthly Fee of One thousand five hundred dollars (\$1,500.00) shall be paid on a monthly basis as follows: on the date hereof and on or prior to the first calendar day of each month thereafter during the term of this Agreement, Programmer shall pay to GFR the Fee amount. At the Closing pursuant to the Asset Purchase Agreement (to the extent practicable and in any event within 15 calendar days thereafter), GFR and Programmer shall determine the amount of the Actual Monthly Fee for the calendar month during which the Closing occurs and payment in respect of such month shall be made in accordance with the preceding sentence. Programmer will pay an additional monthly amount of \$500.00 which will be applied toward the purchase price under the Asset Purchase agreement. In the event that the Asset Purchase Agreement does not close, then this additional monthly amount will be repaid to Programmer within 30 days.

2. All accounts receivable arising out of operation of the Station and the Assets on or before 11:59 p.m. local time, Florida, on the day immediately prior to Commencement Date (the "GFR Term") shall belong to the GFR. All such accounts receivables arising out of operation of the Station and the Assets after 11:59 p.m. local time, Florida, on the day immediately prior to Commencement Date through the expiration of this Agreement (the "TBA Term") shall belong to the Programmer. All costs and expenses relating to the operation of the Station and the Assets during the GFR Term shall be borne by GFR. All costs and expenses relating to the operation of the Station and the Assets during the TBA Term shall be borne by Programmer in accordance with this Attachment I. Accounts receivable, costs and expenses arising from contracts or services for periods covering both the GFR Term and the TBA Term shall be prorated according to each term as of 11:59 p.m. local time, Florida, on the day immediately prior to Commencement Date. Such prorations shall include, without limitation, all ad valorem, real estate and other property taxes, which shall be allocated in accordance with the fiscal year of the applicable taxing authority, business and license fees, lease payments, rents, wages and salaries of employees, workers' compensation premiums, utility expenses, water and sewer use charges, unbilled time sales agreements, payments for motion pictures and other programming, prepaid fees and expenses to the extent Programmer has received a benefit thereof, and all other income and expenses attributable to the operation of the Station. The prorations shall not include: (a) accruals for bonuses, commissions, vacation and sick pay, (b) taxes by reason of the transfer of the Assets, which shall be paid in accordance with the Asset Purchase Agreement and (c) taxes based on income of GFR. GFR and Programmer acknowledge and agree, however, that the consideration for the Assets includes payment for the contracts and commitments of GFR relating to motion pictures and other programming and for barter receivables arising in connection with trade-out agreements and that no further payment shall be due in respect thereof. Prorations under this Section 2 shall be determined and paid as soon as practicable after the Commencement Date, with final settlement thereof to occur on the Closing Date. GFR shall collect its own accounts receivable.

In the event of any disputes between the parties as to the prorations and adjustments

described in Section 2, the amounts not in dispute shall nonetheless be promptly paid and such disputes shall be determined by an independent certified public account of national recognition that does not then have a relationship with GFR or Programmer, or any of their respective affiliates, mutually acceptable to GFR and Programmer, with the fees and expenses of such accountant being shared equally by GFR and Programmer.

Any payment required by GFR to Programmer or Programmer to GFR, as the case may be, under this Section 2 shall be paid by wire transfer of immediately available funds to an account designated by such party. If either GFR or Programmer fails to pay when due any amount under Section 2, interest on such amount will accrue from the date payment was due to the date such payment is made at a rate per annum equal to the lesser of (a) the generally prevailing prime interest rates (as reported by The Wall Street Journal), plus five percentage points (5%), or (b) the maximum amount permitted by applicable law, and such interest shall be payable upon demand. Notwithstanding the provisions of this Section 2, if the amount of any taxes to be prorated pursuant to Section 2 is not known by the Commencement Date, then the amount will be estimated as of such date, and once the amount of such taxes is known, GFR shall pay to Programmer, or Programmer shall pay to GFR, as the case may be, the net amount due as a result of the actual apportionment of such taxes.

# **TIME BROKERAGE AGREEMENT**

## **EXHIBIT A**

### **BROADCAST STATION PROGRAMMING POLICY STATEMENT**

The following sets forth the policies generally applicable to the presentation of programming and advertising over Radio Station WTOT (FM) Graceville, Florida (the "Station"). All programming and advertising broadcast by the Station must conform to these policies and to the provisions of the Communications Act of 1934, as amended (the "Act"), and the rules and regulations of the Federal Communications Commission ("FCC").

#### **Station Identification**

The Station must broadcast the Station's identification announcement once an hour as close to the hour as feasible in a natural break in the programming. The announcement must include (1) the Station's call letters; followed immediately by (2) the Station's city of license.

#### **Broadcast of Telephone Conversations**

Before recording a telephone conversation for broadcast or broadcasting such a conversation simultaneously with its occurrence, any party to the call must be informed that the call will be broadcast or will be recorded for later broadcast, and the party's consent to such broadcast must be obtained. This requirement does not apply to calls initiated by the other party which are made in a context in which it is customary for the Station to broadcast telephone calls.

#### **Sponsorship Identification**

When money, service, or other valuable consideration is either directly or indirectly paid or promised as part of an arrangement to transmit any programming, the Station at the time of broadcast shall announce (1) that the matter is sponsored, either whole or in part; and (2) by whom or on whose behalf the matter is sponsored. Products or services furnished to the Station in consideration for an identification of any person, product, service, trademark or brand name shall be identified in this manner.

In the case of any political or controversial issue broadcast for which any material or service is furnished as an inducement for its transmission, an announcement shall be made at the beginning and conclusion of the broadcast stating (1) the material or service that has been furnished; and (2) the person(s) or association(s) on whose behalf the programming is transmitted. However, if the broadcast is 5 minutes in duration or less, the required announcement need only be made either at its beginning or end.

Prior to any sponsored broadcast involving political matters or controversial issues, the Station shall obtain a list of the chief executive officers, members of the executive committee or board of directors of the sponsoring organization and shall place this list in the Station' public inspection file.

The Station, its personnel, or its programmers shall not accept or agree to accept from any person any money, service, or other valuable consideration for the broadcast of any matter unless such fact is disclosed to the Station so that all required Station' identification announcements can be made. All persons responsible for the Station' programming must, from time to time, execute such documents as may be required by Station' management to confirm their understanding of and compliance with the FCC's sponsorship identification requirements.

### **Rebroadcasts**

The Station shall not rebroadcast the signal of any other broadcast station without first obtaining such station's prior written consent to such rebroadcast.

### **Fairness**

The Station shall seek to afford coverage to contrasting viewpoints concerning controversial issues of public importance.

### **Personal Attacks**

The Station shall not air attacks upon the honesty, character, integrity or like personal qualities of any identified person or group. If such an attack should nonetheless occur during the presentation of view on a controversial issue of public importance, those responsible for programming shall submit a tape or transcript of the broadcast to the Station' management and to the person attacked within 48 hours, and shall offer the person attacked a reasonable opportunity to respond.

### **Political Editorials**

Unless specifically authorized by the Station' management, the Station shall not air any editorial which either endorses or opposes a legally qualified candidate for public office.

### **Political Broadcasting**

All "uses" of the Station by legally qualified candidates for elective office shall be in accordance with the Act and the FCC's rules, regulations and policies, including, without limitation, equal opportunities requirements, reasonable access requirements, lowest unit charge requirements and similar rules and regulations.

## **Obscenity and Indecency**

The Station shall not broadcast any obscene material. Material is deemed to be obscene if the average person, applying contemporary community standards in the local community, would find that the material, taken as a whole, appeals to the prurient interest; depicts or describes in a patently offensive way sexual conduct specifically defined by applicable state law; and taken as a whole, lacks serious literary artistic, political or scientific value.

The Station shall not broadcast any indecent material outside of the periods of time prescribed by the FCC. Material is deemed to be indecent if it includes language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs.

## **Billing**

No entity which sells advertising for airing on the Station shall knowingly issue any bill, invoice or other document which contains false information concerning the amount charged or the broadcast of advertising which is the subject of the bill or invoice. No entity which sells advertising for airing on the Station shall misrepresent the nature or content of aired advertising, nor the quantity, time of day, or day on which such advertising was broadcast.

## **Contests**

Any contests conducted on the Station shall be conducted substantially as announced or advertised. Advertisements or announcements concerning such contests shall fully and accurately disclose the contest's material terms. No contest description shall be false, misleading or deceptive with respect to any material term.

## **Hoaxes**

The Station shall not knowingly broadcast false information concerning a crime or catastrophe.

## **Emergency Information**

Any emergency information which is broadcast by the Station shall be transmitted both aurally and visually or only visually.

## **Lottery**

The Station shall not advertise or broadcast any information concerning any lottery (except any state lottery). The Station may advertise and provide information about lotteries conducted by non-profit groups, governmental entities and in certain situations, by commercial organizations, if and only if there is no state or local restriction or ban on such advertising or information and the lottery is legal under state or local law. Any and all lottery advertising must first be approved by the Station' management.

## **Advertising**

The Station shall comply with all federal, state and local laws concerning advertising, including, without limitation, all laws concerning misleading advertising, and the advertising of alcoholic beverages.

## **Programming Prohibitions**

Knowing broadcast of the following types of programs and announcements is prohibited:

False Claims. False or unwarranted claims for any product or service.

Unfair Imitation. Infringement of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

Commercial Disparagement. Any unfair disparagement of competitors or competitive goods.

Profanity. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, as evaluated by the Station' management.

Violence. Any programs which are excessively violent.

Unauthenticated Testimonials. Any testimonials which cannot be authenticated.