

TIME BROKERAGE AND CONSTRUCTION AGREEMENT

This TIME BROKERAGE AND CONSTRUCTION AGREEMENT (this "Agreement") is dated as of April 20, 2007 by and between College Creek Media, LLC, an Illinois limited liability company ("College Creek"), and Legacy Communications, L.L.C., a Nebraska limited liability company (the "Legacy") (College Creek and Legacy, collectively, the "Parties" and individually each a "Party").

RECITALS

A. College Creek is the permittee of two unbuilt FM radio stations holding Federal Communications Commission ("Commission" or "FCC") construction permits for FCC Facility ID No. 164138 (File No. BNPH-20041228AAX), Paxton, Nebraska, and Facility ID No. 164139 (File No. BNPH-20041228AAU), Sutherland, Nebraska (the "Stations").

B. College Creek and Legacy have entered into an Asset Purchase Agreement of even date herewith (the "APA") pursuant to which College Creek will sell and assign, and Legacy will purchase and acquire, certain assets, including the FCC authorizations of the Stations.

C. Construction of the Stations has not been completed and the Parties desire that Legacy will manage and supervise the completion of such construction in accordance with the terms set forth herein, subject to the ultimate control of College Creek in accordance with the Communications Act (as defined below).

D. After the Stations' broadcast facilities are constructed, College Creek desires to lease air time to Legacy on terms and conditions that conform to Stations' policies and the FCC's rules, regulations and policies for time brokerage arrangements and as otherwise set forth herein and Legacy desires to provide programming and sell commercial advertising on the Stations in conformity with all rules, regulations and policies of the FCC.

AGREEMENTS

In consideration of the above recitals and of the mutual agreements and covenants contained herein, College Creek and Legacy, intending to be bound legally, agree as follows:

SECTION 1. DEFINITIONS

The following terms, as used in this Agreement, shall have the meanings set forth in this Section:

“Communications Act” means the Communications Act of 1934, as amended, together with the rules, regulations and policies promulgated thereunder by the FCC, as in effect from time to time.

“FCC” is defined in the first recital to this Agreement.

“FCC Authorizations” means the construction permits now existing for the Stations, modified construction permits which may be issued during the term hereof, and licenses which may be issued during the term hereof to cover the construction permits or modified construction permits.

“Person” includes natural persons, corporations, business trusts, associations, companies, joint ventures and partnerships.

SECTION 2. TERM

2.1 Term. The term of this Agreement will begin on the date first set forth above (the “Commencement Date”) and continue until the Closing Date under the APA (the “Term”), unless sooner terminated as set forth below. This Agreement may be renewed upon such terms and conditions as may be mutually agreeable to Legacy and College Creek, and as otherwise set forth in writing.

2.2 Termination.

(a) Termination by College Creek or Legacy. This Agreement may be terminated by College Creek or Legacy, by written notice to the other, if:

(i) this Agreement has been declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction, which is not subject to appeal or further administrative or judicial review; or

(ii) there has been a change in the Communications Act that causes this Agreement to be in violation thereof and the applicability of such change is not subject to appeal or further administrative review;

Termination in the event of occurrence of either (i) or (ii) above shall take effect only after College Creek and Legacy negotiate in good faith to modify this Agreement to comply with any such order, decree, or changes under the Communications Act to the extent reasonably possible while keeping the same material economic results for each party, if College Creek and Legacy are then unable to reach a mutually acceptable modification.

(b) Termination by College Creek or Legacy after Uncured Default. Either of College Creek or Legacy may terminate this Agreement by written notice to the other upon the occurrence of any of the following events; provided, however, that the party serving such notice shall not then be in default of its obligations under this Agreement:

(i) Legacy's or College Creek's material non-observance or material non-performance of any covenant or agreement contained herein, (provided, however, that such default shall not constitute an Event of Default hereunder unless such default is not cured within twenty (20) business days after delivery of written notice thereof to the breaching party by the non-breaching party), except that a default in payment by Legacy must be cured within five (5) business days after delivery of notice (by telephone, facsimile or otherwise) thereof to the Chief Financial Officer of Legacy; or

(ii) Legacy's or College Creek's material breach of any representation or warranty herein, or in any certificate or document furnished pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect, as of the time made or furnished, and not cured within twenty (20) business days after delivery of written notice thereof to the breaching party by the non-breaching party.

(c) Mutual Agreement. This Agreement may be terminated at any time by written mutual agreement of the Parties.

(d) Effect. No expiration or termination of this Agreement shall terminate: (i) the obligations of College Creek under Section 3.7; (ii) the obligations of either Party to indemnify the other for claims of third parties under Section 8 of this Agreement; or (iii) limit or impair any party's rights to receive payments due and owing hereunder on or before the date of such termination.

SECTION 3. CONSTRUCTION

3.1 Construction. Following execution of this Agreement, Legacy shall deliver construction plans (the "Plans") to College Creek, specifying in reasonable detail the equipment, supplies and materials necessary or appropriate for the construction and installation of the facilities for the Stations as authorized in the FCC Authorizations.

3.2 College Creek's Approval. College Creek shall promptly review the Plans submitted by Legacy and, within ten (10) days after receipt of same, either provide written approval (not to be unreasonably withheld or delayed), or specification of the precise element(s) of the Plans for which approval is being withheld by College Creek.

3.3 Transmitter Site(s). Legacy shall obtain reasonable assurances that the transmitter site(s) specified in the plans will be available for use by the Station or Stations. Legacy may enter into an option to lease or a lease agreement, or an option to purchase or purchase agreement for the transmitter site in Legacy's name.

3.4 Construction. Upon approval by College Creek of the Plans, when and as permitted by granted FCC Authorizations, and or by the Communications Act, Legacy shall commence construction of the Stations. Legacy shall oversee the completion of the work described in the Plans and shall be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under this Agreement.

Legacy shall provide, at Legacy's sole cost, all labor, materials, equipment, tools, construction, equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper construction of the Stations. Legacy shall not undertake to commit College Creek in any way with respect to options, leasing or purchasing the transmitter site(s) or with respect to construction costs or obligations, nor shall Legacy represent that it is acting as College Creek's agent or representative in such activities.

3.5 College Creek's Obligations. During the term of this Agreement, College Creek agrees to do the following:

(a) Maintain in effect the construction permits until expiration thereof and, upon request of Legacy, submit application(s) to the FCC for modification of such construction permits;

(b) If the closing under the Purchase Agreement has not yet occurred, prepare and timely file with the FCC applications for licenses for the constructed facilities in accordance with the rules and regulations of the FCC; and

(c) Cooperate with Legacy in timely filing and obtaining any zoning, building and other permits that are required in connection with the Plans, including, without limitation, all governmental approvals for the Stations' tower site(s) as specified in the construction permits.

3.6 Title to Constructed Facilities. Title to all property of any kind (real, tangible or intangible) acquired or created in the construction of the Stations, shall remain solely in Legacy. If the Closing has not yet occurred under the APA (and the APA is still in effect) when the Station(s) commence operations pursuant to Program Test Authority under the FCC's rules, Legacy shall lease to College Creek that portion of the equipment and other material used to construct the Stations which is necessary for the operation of the Stations (the "Station Equipment") at the fair market value for the lease of such Station Equipment. Such lease shall terminate on the date on which the parties close under the APA or when the Purchase Agreement terminates. If the APA terminates for a reason other than the closing of the purchase of the FCC Authorizations by Legacy pursuant to the terms of the APA, title to all the Stations' property shall remain in Legacy.

3.7 Subsequent Sale of Lease Upon Termination of APA. If the APA is terminated for a reason other than closing of the purchase of the FCC Authorizations by Legacy, and College Creek enters into negotiations to assign the Stations' FCC Authorizations to a third party, College Creek shall use its good faith efforts to cause such subsequent third-party purchaser to separately acquire or lease the Stations' facilities from Legacy on commercially reasonable terms and conditions. This provision shall survive the termination of the APA and otherwise termination of this Agreement.

SECTION 4. CONSIDERATION

4.1 Revenues and Expenses. During the Term of this Agreement, Legacy shall collect all revenues generated by the Stations, and shall pay directly, except as set forth in Section 4.2, all costs, expenses and other payables, of any nature or kind whatsoever, related to the construction and/or operation of the Stations.

4.2 Reimbursement. During the Term of this Agreement, Legacy shall reimburse College Creek for: (a) tower, transmitter, station equipment, studio and office rent(s) paid by College Creek, if any, necessary to operate the Stations; (b) utility changes and telephone bills relating to the operation of the Stations; (c) insurance premiums paid by College Creek; and (d) the compensation and benefits paid to the personnel employed by College Creek as required to oversee the operation of the Stations. Once each month, College Creek shall present Legacy with an accurate statement of reimbursable expenses for the preceding month, itemizing such expenses with reasonable detail and certifying that such expenses have been paid by College Creek.

SECTION 5. LEASE OF STATION AIR TIME

5.1 Scope of Lease and Access to Facilities. After construction of the Stations and commencement of the Stations' operations, College Creek shall make available to Legacy all air time on the Stations as may be requested by Legacy other than time reserved to or permitted to be used by College Creek in accordance with Section 5.2. Legacy may provide entertainment programming of its selection, complete with commercial matters, news, public service announcements and other suitable programming at Legacy's sole cost and expense during the term of this Agreement.

5.2 Air Time Reserved to College Creek. The parties recognize that College Creek has certain obligations to broadcast programming to meet the needs and interests of the Stations' community of license, and nothing in this Agreement shall abrogate the unrestricted authority of College Creek to discharge its obligations to the public and to comply with the Communications Act. The parties shall cooperate to meet College Creek's FCC obligations. Accordingly, notwithstanding Section 5.1:

(a) Upon commencement of broadcast operation of the Stations, College Creek reserves the hours of 4:00 a.m. through 6:00 a.m. each Sunday, for the broadcast of College Creek's own regularly scheduled news, public affairs, entertainment and non-entertainment programming.

(b) Upon forty eight (48) hours' notice to Legacy, College Creek may elect to set aside additional hours of air time per broadcast week, to be scheduled at a mutually agreeable time, for the broadcast of specific non-entertainment programming on issues of importance to the local community, provided, however, that this right shall not be exercised by College Creek in an arbitrary manner or for the commercial advantage of College Creek or an affiliate of College Creek.

(c) Although the parties shall cooperate in the broadcast of emergency information over the Stations, College Creek shall have the right to interrupt Legacy's programming in case of an emergency or for programming that, in the reasonable good faith judgment of College Creek, is of overriding public importance.

5.3 Exclusivity. Air time not used by Legacy in accordance with Section 5.1 or by College Creek in accordance with Section 5.2 shall not be available for use by any other Person.

5.4 Control. Notwithstanding anything to the contrary in this Agreement, College Creek and Legacy acknowledge and agree that during the Term, College Creek will maintain ultimate control and authority over the facilities of the Stations, including specifically, control and authority over the Stations' technical operations, finances, personnel and programming. Legacy shall not represent, warrant or hold itself out as the Stations' licensee and shall sell all of its advertising time and enter into all agreements in its own name.

SECTION 6. PROGRAMMING POLICIES

6.1 Compliance with Communications Act. In its construction of the Stations and providing programming for broadcast on the Stations, including advertising spots and promotional material or announcements, Legacy agrees to comply in all respects with the Communications Act. College Creek shall have the right, upon prior notice to Legacy, to reject or refuse any portions of Legacy's programming that College Creek reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest, and to suspend or cancel any program supplied by Legacy that College Creek reasonably determines does not comply with the Communications Act. College Creek and Legacy will cooperate in an effort to avoid and/or resolve conflicts regarding construction and programming on the Stations and to ensure that the Stations' construction and programming conforms with the Communications Act.

6.2 Compliance with Copyright Act. Legacy shall not broadcast any material on the Stations in violation of the Copyright Act or the rights of any Person. All music supplied by Legacy shall be (a) licensed by a music licensing agent such as ASCAP, BMI or SESAC; (b) in the public domain; or (c) cleared at the source by Legacy. Legacy shall retain the exclusive right to use and to authorize the use in any manner of any programming licensed to it. College Creek shall not be required to pay any music licensing fees or other similar expenses in connection with the material broadcast by Legacy on the Stations, and Legacy shall be responsible for any such fees.

6.3 Political Advertising. Legacy shall cooperate with College Creek to assist College Creek in complying with the provisions of the Communications Act regarding political advertising. Legacy shall supply such information promptly to College Creek as may be necessary to comply with the public inspection file, lowest unit rate, equal opportunities and reasonable access requirements of the Communications Act. If the Stations fail to meet their political time obligations under the Communications Act based on the advertising sold by Legacy in the programming material provided by Legacy, then to the extent reasonably necessary to enable College Creek to cause the Stations to comply with their political time obligations, Legacy shall release advertising availabilities to College Creek.

6.4 Payola. Legacy agrees that it will not accept any consideration whatsoever, regardless of its value or form, including a commission, discount, bonus, material, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements between Legacy 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 the Communications Act.

SECTION 7. OTHER OBLIGATIONS OF THE PARTIES

7.1 Operation of the Stations. College Creek will have full authority, power and control over the construction and operation of the Stations during the Term, in accordance with and subject to the following:

(a) College Creek will bear all responsibility for the Stations' compliance with all applicable provisions of the Communications Act and all other applicable laws. During the Term of this Agreement, College Creek will hold all licenses and other permits and authorizations necessary for the construction and operation of the Stations, and maintain such licenses, permits and authorizations in full force and effect throughout the Term of this Agreement. College Creek will file in a timely and complete manner all reports and applications required to be filed with the FCC or any other governmental body and shall pay (subject to Legacy's obligation to reimburse College Creek) all fees and costs, including without limitation, attorney's fees, associated with said reports, applications and filings in accordance with Section 4.

(b) College Creek shall maintain a main studio, as that term is defined by the FCC, within the Stations' principal community contours, shall maintain the Stations' local public inspection file within the Station's community of license and shall prepare and place in such inspection file the quarterly issues and programs lists on a timely basis in compliance with the Communications Act. At a minimum, College Creek will employ two employees at the main studio of the Stations in compliance with the FCC's rules and regulations. College Creek shall employ a Manager and such other engineering, programming and other personnel as are necessary to fulfill College Creek's obligations under this Agreement and the rules and regulations of the FCC. College Creek's employee(s) shall have managerial control over and direct the College Creek's day-to-day operations at the Stations. College Creek's employees shall report to and be accountable to College Creek. Legacy shall have no control or right of review whatsoever over any decision by College Creek to hire or to dismiss any employee of College Creek. College Creek shall be responsible for the salaries, taxes, insurance, severance, bonuses and other benefits or obligations due or payable to all employees of College Creek, subject to the Legacy's reimbursement obligations under Section 4. College Creek's employees shall handle all mail, cables, teletypes or other written correspondence received at the Stations' studio. To the extent that College Creek receives any correspondence in connection with the Legacy's programming, College Creek's employees shall promptly notify Legacy in writing and deliver a copy of any written communications from the public or the FCC. To the extent that Legacy receives or handles mail or telephone calls in connection with any material broadcast over the Stations during the Term, Legacy promptly shall advise College Creek, in writing, of any public

or FCC complaint or inquiry concerning the Legacy's programming or the College Creek's programming.

(c) College Creek shall ensure that the Stations' transmitting facilities be maintained at all times in accordance with good engineering practice and with all engineering requirements set forth in the Stations' FCC Authorizations, including broadcasting a high-quality signal at maximum authorized effective radiated power (except at such time where reduction of power is required for routine or emergency maintenance). Legacy shall use, operate and maintain all of the assets of the Stations in a reasonable manner. If any loss, damage, impairment, confiscation or condemnation of any of the assets occurs, under the direction of College Creek, Legacy shall repair, replace or restore the Station's equipment to its prior condition as soon thereafter as possible, and Legacy shall use the proceeds of any claim under any insurance policy solely to repair, replace or restore any of the assets that are lost, damaged, impaired or destroyed.

7.2 Rights and Responsibilities of Legacy. Except as otherwise set forth herein, Legacy shall be responsible for all programming and sales of commercial time occurring within the programming provided to the Stations in accordance with the following provisions:

(a) Legacy shall retain all revenues from the programming and sales of commercial air-time provided to the Stations by Legacy. Legacy may sell advertising on the Stations in combination with any other broadcast stations of its choosing. Legacy shall be responsible for payment of all commissions due as a result of the sale of advertising to be carried during its programming.

(b) Legacy shall be solely responsible for any expenses incurred in the origination and delivery of programming from any remote location, any publicity or promotional expenses incurred by Legacy and all music licensing fees with respect to the broadcast of Legacy's programming on the Stations.

(c) Legacy shall be solely responsible for the salaries, taxes and related costs for all personnel employed by Legacy used in the construction and/or operation of the Stations or the production or broadcast of, and any other costs related to, its programming provided to the Stations and the sale of advertising time within that programming (including salespeople, traffic personnel, board operators and programming staff).

(d) Legacy will cooperate with College Creek to ensure satisfaction of College Creek's obligations under Section 7.1(a) of this Agreement.

7.3 Access to Information. Solely for the purpose of ensuring compliance with the Communications Act and the Stations' policies, including the preparation by College Creek of the Stations' quarterly issues and programs lists and the satisfaction of College Creek's community service obligations, College Creek shall be entitled to review at its reasonable discretion from time to time any programming material of Legacy that College Creek may reasonably request. Legacy shall promptly provide College Creek with copies of all correspondence and complaints received from the public (including any telephone logs of

complaints called in) and copies of all program logs and promotional materials. Legacy shall also maintain and deliver to College Creek such records and information required by the FCC to be placed by College Creek in the public inspection file of the Stations pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules, and to the broadcast of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules. Legacy shall furnish to College Creek upon request any other information that is reasonably necessary to enable College Creek to prepare any records or reports required by the FCC or other governmental entities. Nothing in this section shall entitle College Creek to review the internal corporate or financial records of Legacy. College Creek will keep confidential any information obtained from Legacy in connection with this Agreement, except as and to the extent required by law. If this Agreement is terminated College Creek will return to Legacy all information obtained by College Creek from Legacy in connection with this Agreement pertaining to said Stations.

SECTION 8. INDEMNIFICATION AND REMEDIES

8.1 Indemnification by Legacy. Legacy hereby agrees to indemnify and hold College Creek harmless against and with respect to, and shall reimburse College Creek for:

- (a) Any and all losses, liabilities or damages resulting from any representation that is untrue in a material respect, material breach of warranty or material non-fulfillment of any covenant by Legacy contained herein;
- (b) Any obligation or liability arising under any contract, lease or other agreement entered into by Legacy and not assumed by College Creek hereunder;
- (c) Any losses, liabilities, damages or FCC forfeitures arising out of (i) any programming broadcast by Legacy on the Stations, including those resulting from any claim for defamation, or (ii) the conduct of Legacy pursuant to this Agreement;
- (d) Any material damage to the facilities of the Stations attributable to the actions or omissions of Legacy or its employees, agents or representatives; and
- (e) Subject to the provisions of Section 8.3 of this Agreement, any assessments, judgments, costs and expenses, including legal fees and expenses, incident to any of the foregoing.

8.2 Indemnification by College Creek: College Creek hereby agrees to indemnify and hold Legacy harmless against and with respect to, and shall reimburse Legacy for:

- (a) Any and all losses, liabilities or damages resulting from any representation that is untrue in a material respect, material breach of warranty or material non-fulfillment of any covenant by College Creek contained herein;

(b) Any obligation or liability arising under any contract, lease or other agreement entered into by College Creek and not assumed by Legacy hereunder;

(c) Any losses, liabilities, damages or FCC forfeitures arising out of (i) any programming broadcast by College Creek on the Stations, including those resulting from any claim for defamation, or (ii) the conduct of College Creek pursuant to this Agreement;

(d) Any material damage to the facilities of the Stations attributable to the actions or omissions of College Creek or its employees, agents or representatives; and

(e) Subject to the provisions of Section 8.3 of this Agreement, any assessments, judgments, costs and expenses, including legal fees and expenses, incident to any of the foregoing.

8.3 Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the “Indemnified Party”) shall promptly give notice to the party from which indemnification is claimed (the “Indemnifying Party”) of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to an action, suit or proceeding filed by a third party against the Indemnified Party, such notice shall be given by the Indemnified Party within five (5) business days after written notice of such action, suit or proceeding was given to Indemnified Party.

(b) With respect to claims solely between the parties, following receipt of notice from the Indemnified Party of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Indemnified Party agrees to make available to the Indemnifying Party and/or its authorized representatives the information relied upon by the Indemnified Party to substantiate the claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of the thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full amount of the claim. If the Indemnified Party and the Indemnifying Party do not agree within the thirty (30) day period (or any mutually agreed upon extension thereof), the Indemnified Party may seek appropriate remedy at law or equity.

(c) With respect to any claim by a third party as to which the Indemnified Party is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right at its own expense, to participate in or assume control of the defense of such claim, and the Indemnified Party shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Indemnified Party as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third party claim, the Indemnified Party shall have the right to participate in the defense of such claim at its own expense; provided, however, that the Indemnifying Party may not settle a third

party claim without the prior consent of the Indemnified Party. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any third party claim within thirty (30) days after receipt of the notice provided for in paragraph (b), it shall be bound by the results obtained by the Indemnified Party with respect to such claim(s).

SECTION 9. MISCELLANEOUS

9.1 Fees and Expenses. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution and performance of this Agreement, including all fees and expenses of counsel, accountants, agents and representatives and including any ad valorem taxes, if any, that may be assessed on such party's property.

9.2 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be made in accordance with the APA.

9.3 Governing Law; Exclusive Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Nebraska (without regard to the choice of law provisions thereof). The exclusive venue for resolution of all disputes under or related to this Agreement shall be a state or federal court sitting in the State of Nebraska.

9.4 Severability. If one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, rule or regulation, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless such construction would alter the fundamental purposes of this Agreement.

9.5 Specific Performance. Legacy may seek to enforce its rights and College Creek's obligations hereunder by the equitable remedy of specific performance. College Creek acknowledges that the rights and privileges granted to Legacy under this Agreement are special and unique and that Legacy would not be adequately compensated by money for College Creek's failure to perform hereunder. College Creek agrees not to interpose opposition, legal or otherwise, as to the propriety of specific performance as a remedy for Legacy hereunder. If such relief is granted, the Legacy shall be entitled to recover from College Creek all costs and expenses (including reasonable attorneys' fees) incurred in securing such equitable relief.

9.6 Assignability. The provisions governing assignability of the APA shall also govern the assignability of this Agreement.

9.7 CERTIFICATION - FCC RULES. PURSUANT TO SECTION 73.3555 OF THE FCC'S RULES, THE PARTIES CERTIFY AS FOLLOWS:

(a) College Creek certifies that it shall at all times maintain ultimate control of the Stations' facilities, including, specifically, control over the Stations' finances, personnel and programming; and

(b) Legacy certifies that this Agreement complies with the provisions of Section 73.3555 of the FCC's rules.

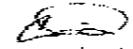
9.8 Entire Agreement. This Agreement represents the entire understanding and agreement among the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties with respect to the subject matter hereof

9.9 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

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IN WITNESS WHEREOF, this Agreement has been executed by College Creek and Legacy on the date first written above.

COLLEGE CREEK MEDIA, LLC

By: 
Name: Christopher DeWitt
Title:

LEGACY COMMUNICATIONS, L.L.C.

By: _____
Name: Joseph J. Vayrick
Title: Managing Member

IN WITNESS WHEREOF, this Agreement has been executed by College Creek and Legacy on the date first written above.

COLLEGE CREEK MEDIA, LLC

By: _____
Name:
Title:

LEGACY COMMUNICATIONS, L.L.C.

By: 
Name: Joseph J. Vavricek
Title: Managing Member