

WILLIAMSPORT COMMUNICATIONS, INC.
460 Market Street, Suite 109
Williamsport, Pennsylvania 17701
Telephone: (570) 327-1300
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September 27, 2002

Brown Bear Irrevocable Common Law Trust
c/o Mr. John B. Kotmair, Jr.
Liberty Works Radio Network
12 Carroll Street
Westminster, Maryland 21157

Re: Station WLYC(AM), Williamsport, PA

Dear Mr. Kotmair:

This letter constitutes the contract for sale of Station WLYC, Williamsport, Pennsylvania (the "Station"), from Brown Bear Irrevocable Common Law Trust (the "Trust") to Williamsport Communications, Inc. ("WCI"), a Pennsylvania corporation. The terms of the sale are as follows:

Assets Being Sold

At Closing (defined below), the Trust will convey to WCI the following assets (the "Assets"):

1. The FCC license and call letters for Station WLYC;
2. All of the transmitting and studio equipment used in the operation of the Station, free and clear of all liens and encumbrances of any type;
3. The files and records pertaining to the Station; and
4. All rights the Trust may have as a tenant of the transmitter site of the Station.

Excluded Obligations

It is agreed and understood that WCI will not assume any liens, obligations, liabilities or debts of the Trust at Closing or otherwise. Nor will WCI assume any contracts, leases or other arrangements relating to the operation of the Station to which the Trust is a party, except as otherwise agreed to by the parties in writing. The Trust indemnifies and holds harmless WCI with respect to any and all claims of third parties arising from any Station or Trust obligation described in this paragraph.

Consideration

In return for the Assets, WCI will pay to the Trust or its designee a total of \$18,000.00 in 60 monthly installments of \$300.00 each. Payments will be due on the first day of each month beginning the first month after the month in which Closing occurs. Payments will be considered late if not made by the tenth (10th) of the month in which they are due, and a ten percent (10%) penalty will apply to any such late payment. WCI will be in default should any payment not be made within 30 days from the date such payment is due. Should WCI default in its payment obligations, the entire remaining balance due under this paragraph, including any penalty amounts, shall become immediately due and payable, and WCI consents to the entry of a default judgment against it by any court of competent jurisdiction. The payment obligation provided for in this paragraph will be secured by a first security interest on the main AM transmitter used by the Station.

Closing

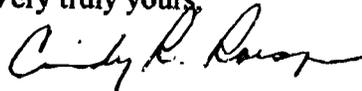
Closing will occur within ten (10) business days after public notice is given of the FCC's consent to the assignment of the Station from the Trust to WCI; provided, however, if a petition to deny or other objection is filed against the WLYC assignment application, at WCI's election, Closing will not occur until ten (10) business days after the FCC's approval of the assignment application has become final as a matter of law.

Termination

This agreement may be terminated by either party should Closing not occur within 12 months from the date hereof.

If this fairly summarizes the agreements we have reached, please sign, date and return a counterpart of this agreement to me by fax. We then will have our attorney prepare the necessary assignment application for filing with the FCC.

Very truly yours,



Cindy R. Roesgen
President, Williamsport Communications, Inc.

Agreed to this ___ day of
September, 2002

BROWN BEAR IRREVOCABLE COMMON LAW TRUST

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President, Williamsport Communications, Inc.

Agreed to this day of
September, 2002

John 1/2002

BROWN BEAR IRREVOCABLE COMMON LAW TRUST

Michael D. Mautz Trustee