

TIME BROKERAGE AGREEMENT

AGREEMENT, made this 12th day of August, 2010, by and between Beacon Broadcasting, Inc., an Ohio corporation (the "Licensee") and Whiplash Radio, LLC an Ohio limited liability company (the "Broker").

RECITALS:

WHEREAS Licensee owns and operates Radio Stations WANR(AM) Warren, Ohio (FCC Facility ID No. 70531) and WRTK(AM), Niles, Ohio (FCC Facility ID No. 73308), (hereinafter collectively referred to as "the Stations") pursuant to authorizations issued by the Federal Communications Commission ("FCC").

WHEREAS Broker has experience in radio programming and sales;

WHEREAS the Broker wishes to purchase air time on the Stations for the broadcast of its programming that is in conformity with Stations' policies and procedures, FCC policies for time brokerage arrangements, and the provisions hereof.

WHEREAS Broker agrees to use such time to broadcast such programming of its selection that is in conformity with all rules, regulations and policies of the FCC, subject to Licensee's full authority to manage and control the operation of the Stations.

WHEREAS Broker and Licensee agree to cooperate to make this Time Brokerage Agreement work to the benefit of the public and both parties and as contemplated in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

Section 1. Brokerage of Stations Air Time.

1.1 Authorization of Agreement. Both Licensee and Broker represent that they are legally qualified, empowered and able to enter into this Agreement and that the execution, delivery, and performance hereof has been duly authorized and shall not constitute a breach or violation of any agreement, contract or other obligation to which either party is subject or by which it is bound.

1.2 Term. The term of this Agreement shall commence on September 1, 2010 and shall continue in force for a term of six (6) months from the effective date, unless otherwise extended or terminated as set forth below.

1.3 Scope. During the term of this Agreement and any renewal thereof, Licensee shall make available to Broker broadcast time upon the Stations as set forth in this Agreement. Broker shall deliver such programming, at its expense, to the Stations' transmitter facilities or other authorized remote control points as reasonably designated by Licensee. Subject to Licensee's reasonable approval, as set forth in this Agreement, Broker shall provide programming of its selection complete with commercial matter, news, public service announcements and other suitable programming up to one hundred sixty-six (166) hours per week. The Licensee may use the remaining time each week as it may require without any adjustment of the monthly consideration to be paid to

Licensee under Section 1.5 and without any award of pro-rata credit to Broker under Section 1.10 for the broadcast of its own regularly scheduled programming. All time not reserved by or designated for Licensee shall be available for use by Broker and no other party.

1.4 Option to Renew. Subject to the provisions of Sections 6 and 7.12 hereof, this Agreement may be renewed upon the mutual written consent of Broker and Licensee.

1.5 Consideration. As consideration for the air time made available hereunder Broker shall make payments to Licensee as set forth in Attachment I.

1.6 Licensee Operation of Stations. Licensee will have full authority, power and control over the management and operation of the Stations during the term of this Agreement and during any renewal of such term. Licensee will bear all responsibility for the Stations' compliance with all applicable provisions of the Communications Act of 1934, as amended ("the Act"), the rules, regulations and policies of the FCC and all other applicable laws. Licensee shall be solely responsible for and pay in a timely manner all operating costs of the Stations, including but not limited to maintenance of the studio and transmitting facility and costs of electricity, except that Broker shall be responsible for the costs of its programming as provided in Sections 1.8 and 2.3 hereof. Licensee shall be responsible for employing at its expense its employees who will direct the day-to-day operations of the Stations, including the Stations' General Manager, who will report to and be accountable to the Licensee. Licensee shall be responsible for the salaries, taxes, insurance and related costs for all personnel employed by the Stations. During the term of the Agreement and any renewal hereof, Broker agrees to perform, without charge, routine monitoring of the Stations' transmitter performance and tower lighting by remote control, if and when requested by Licensee.

1.7 Licensee Representations and Warranties. Licensee represents and warrants as follows:

(a) Licensee owns and holds or will hold all licenses and other permits and authorizations necessary for the operation of the Stations, and such licenses, permits and authorizations are and will be in full force and effect throughout the term of this Agreement. Except as set forth in Attachment III hereto, there is not now pending, or to Licensee's best knowledge, threatened, any action by the FCC or by any other party to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses, permits or authorizations. Licensee is not in material violation of any statute, ordinance, rule, regulation, policy, order or decree of any federal, state or local entity, court or authority having jurisdiction over it or the Stations, which would have an adverse effect upon the Licensee, its Assets, the Stations or upon Licensee's ability to perform this Agreement. Licensee shall not take any action or omit to take any action which would have an adverse impact upon the Licensee, its Assets, the Stations or upon Licensee's ability to perform this Agreement. All reports and applications required to be filed with the FCC or any other governmental body have been, and during the course of the term of this Agreement or any renewal thereof, will be filed in a timely and complete manner. The facilities of the Stations are and will continue to be maintained in accord with good engineering practice and will comply in all material respects with the engineering requirements set forth in the FCC authorizations, permits and licenses for the Stations, and Licensee will ensure that the Stations broadcasts a high quality signal to its service area (except at such time where reduction of power is required for routine or

emergency maintenance). Licensee has and throughout the term of this Agreement and any renewal thereof, will maintain good and marketable title to all of the assets and properties used and useful in the operation of the Stations, except those that are leased. During the term of this Agreement and any renewal thereof, Licensee shall not dispose of, transfer, assign or pledge any of such assets and properties except with the prior written consent of the Broker, if such action would adversely affect Licensee's performance hereunder or the business and operations of Licensee or the Stations permitted hereby.

(b) Licensee shall pay, in a timely fashion, all of the expenses incurred in operating the Stations including lease payments, utilities, taxes, etc., as set forth in Attachment I and shall provide Broker with copies of receipts and invoices upon Broker's request.

1.8 Broker Responsibility. Broker shall be solely responsible for any expenses incurred in the origination and/or delivery of programming from any remote location and for any publicity or promotional expenses incurred by Broker, including, without limitation, fees for all necessary music licenses for all programming provided by Broker. Such payments by Broker shall be in addition to any other payments to be made by Broker under this Agreement.

1.9 Contracts. Broker will not be required to assume performance of any of the Licensee's contracts and leases. Broker will enter into no third-party contracts, leases or agreements which will bind Licensee in any way except with Licensee's prior written approval.

1.10 Pro Rata Credit. Broker shall receive from Licensee a pro rata credit (up to the total amount of the monthly consideration specified in Section 1.5 herein) for any part of the weekly programming time that Licensee uses to broadcast its own programming beyond those periods specified in Sections 1.3, 2.1, 2.2 and 5.2 except for: (a) Broker's failure to deliver its programming to Licensee; and (b) periods during which Licensee is unable, for any reason, to broadcast the Broker's programming due to technical reasons beyond its control.

1.11 Stations Operation. Licensee shall notify Broker prior to: (a) making any changes in management personnel; (b) entering into any material contractual obligations; or (c) making any other material changes in the operation of the Stations.

1.12 Use of the Stations' Studios. Licensee agrees to provide Broker with access to the Stations' complete facilities including the studios and broadcast equipment for use by Broker, if it so desires, in providing programming for the Stations. Under the overall supervision of Licensee, Broker shall and may peacefully and quietly have the full use of and enjoy the use of the Stations' facilities, studios and equipment free from any hindrance from any person or persons whomsoever claiming by, through or under Licensee. Unless otherwise permitted by the Licensee, subject to the overall supervision of Licensee, Broker shall use the studios and equipment only for the purpose of producing programming for the Stations.

1.13 Licensee Certification. Licensee hereby certifies that it will maintain ultimate control over the Stations' facilities including, specifically, control over Stations' finances, personnel and programming.

Section 2. Stations Obligations to Its Community of License.

2.1 Licensee Authority. Notwithstanding any other provision of this Agreement, Broker recognizes that Licensee has certain obligations to broadcast programming to meet the needs and interests of its community of license. From time to time the Licensee shall air specific programming on issues of importance to the local community. Nothing in this Agreement shall abrogate the unrestricted authority of the Licensee to discharge its obligations to the public and to comply with the Act and the rules and policies of the FCC.

2.2 Additional Licensee Obligations. Although both parties shall cooperate in the broadcast of emergency information over the Stations, Licensee shall also retain the right to interrupt Broker's programming in case of an emergency or for programming which in the reasonable good faith judgment of Licensee, is of greater local or national public importance. Licensee shall also coordinate with Broker the Stations' hourly identifications and any other announcements required to be aired by FCC rules. Licensee shall continue to maintain a main studio, as that term is defined by the FCC, within the Stations' principal community contours, shall maintain its local public inspection file in accordance with the requirements of the FCC's rules, and shall prepare and place in such inspection file or files in a timely manner all material required by Section 73.3526 of the FCC's Rules, including but not limited to quarterly issues and program lists. Broker shall, upon request by Licensee, provide Licensee with such information concerning Broker's programs and advertising as is necessary to assist Licensee in the preparation of such information. Licensee shall also maintain the Stations logs, receive and respond to telephone inquiries, and control and oversee any remote control point which may be established for the Stations.

2.3 Responsibility for Employees and Expenses. Broker shall employ and be solely responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of its programming (including but not limited to salespeople, traffic personnel, board operators and programming staff). Licensee will provide and be responsible for the Stations personnel necessary for the broadcast transmission of Broker's programs including the Stations' General Manager, and will be responsible for the salaries, taxes, insurance and related costs for all the Stations personnel used in the broadcast transmission of Broker's programs and necessary to other aspects of Stations operation. Whenever on the Stations' premises, all personnel shall be subject to the overall supervision of Licensee's General Manager, consistent with Broker's right to the use of the Stations' facilities pursuant to Section 1.13 hereof.

Section 3. Stations Programming Policies.

3.1 Broadcast Stations Programming Policy Statement.

Licensee has adopted and will enforce a Broadcast Stations Programming Policy Statement (the "Policy Statement"), a copy of which appears as Attachment II hereto and which may be amended in a reasonable manner from time to time by Licensee upon notice to Broker. Broker agrees and covenants to comply in all material respects with the Policy Statement, to all rules and regulations of the FCC, and to all changes subsequently made by Licensee or the FCC. Broker shall furnish or cause to be furnished the artistic

personnel and material for the programs as provided by this Agreement and all programs shall be prepared and presented in conformity with the rules, regulations and policies of the FCC and with the Policy Statement. All advertising spots and promotional material or announcements shall comply with applicable federal, state and local regulations and policies and shall be produced in accordance with quality standards established by Broker. If Licensee reasonably determines that a program supplied by Broker is unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement it may, upon written notice to Broker, suspend or cancel such program without liability under Section 1.10.

3.2 Licensee Control of Programming. Broker recognizes that the Licensee has full authority to control the operation of the Stations. The parties agree that Licensee's authority includes but is not limited to the right to review all programming of Broker and to reject or refuse such portions of the Broker's programming which Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest. Broker shall have the right to change the programming supplied to Licensee and shall give Licensee at least twenty-four (24) hours notice of substantial and material changes in such programming.

3.3 Broker Compliance with Copyright Act. Broker represents and warrants to Licensee that Broker has full authority to broadcast its programming on the Stations, and that Broker shall not broadcast any material in violation of the Copyright Act. All programming supplied by Broker shall be: (a) licensed by ASCAP, SESAC or BMI; (b) in the public domain; or (c) cleared at the source by Broker. Licensee will maintain music licenses with ASCAP, BMI and SESAC. The right to use the programming and to authorize its use in any manner shall be and remain vested in Broker.

3.4 Sales. Broker shall retain all revenues from the sale of advertising time within the programming time it brokers from the Licensee. Broker may sell advertising on the Stations in combination with any other broadcast Stations of its choosing. 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. Unless otherwise agreed between the parties, Licensee shall retain all revenues from the sale of Stations' advertising during the hours each week in which the Licensee airs its own programming pursuant to Section 1.3 hereof, with the exception provided for certain political advertising as set forth in Section 5.2 herein.

3.5 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 the Act and FCC requirements. Upon the request of Licensee, Broker agrees to obtain an executed Payola Affidavit from each of its employees involved in the delivery of programming to or sale of advertising on the Stations in the form requested by Licensee.

3.6 Cooperation on Programming. Licensee shall, on a regular basis, assess the issues of concern to its community and address those issues in its public service

programming. Broker, in cooperation with Licensee, will endeavor to ensure that programming responsive to the needs and interests of the community of license and surrounding area is broadcast, in compliance with applicable FCC requirements. Licensee will describe those issues and the programming that is broadcast in response to those issues and place issues/programs lists in the Stations' public inspection files as required by FCC rules. Further, Licensee may request, and Broker shall provide, information concerning such of Broker's programs as are responsive to community issues so as to assist Licensee in the satisfaction of its public service programming obligations. Broker shall also provide Licensee 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.

Section 4. Indemnification.

4.1 Broker's Indemnification. Broker shall protect, defend, indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, fines, 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 or otherwise arising out of Broker's broadcasts and sale of advertising time under this Agreement to the extent permitted by law or Broker's breach of its obligations hereunder.

4.2 Licensee's Indemnification. Licensee shall protect, defend, indemnify and hold harmless Broker from and against any and all claims, losses, consents, liabilities, damages, FCC forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, arising out of Licensee's broadcasts to the extent permitted by law, or Licensee's breach of its obligations hereunder.

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

4.4 Time Brokerage Challenge. If this Agreement is challenged at the FCC, whether or not in connection with the Stations' license renewal applications, counsel for the Licensee and counsel for the Broker shall jointly defend the Agreement and the parties' performance thereunder throughout all FCC proceedings at the sole expense of the Broker. If portions of this Agreement do not receive the approval of the FCC Staff, then the parties shall reform the Agreement as necessary to satisfy the FCC Staff's concerns or, at Broker's option and expense, seek reversal of the Staff's decision and approval from the full Commission on appeal.

Section 5. Access to Broker Materials and Correspondence.

5.1 Confidential Review. Prior to the provision of any programming by Broker to Licensee under this Agreement, Broker shall acquaint the Licensee with the nature and

type of the programming to be provided. Licensee, solely for the purpose of ensuring Broker's compliance with the law, FCC rules and Stations policies, shall be entitled to review at its discretion from time to time on a confidential basis any programming material it may reasonably request. Broker shall promptly provide Licensee 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. However, nothing in this section shall entitle Licensee to review the internal corporate or financial records of the Broker.

5.2 Political Advertising. Broker shall cooperate with Licensee to assist Licensee in complying with all rules of the FCC regarding political broadcasting. Licensee shall promptly supply to Broker, and Broker shall promptly supply to Licensee, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with FCC rules and policies, including the lowest unit rate, equal opportunities, reasonable access, political file and related requirements of federal law. Licensee, in consultation with Broker, shall develop a statement which discloses its political broadcasting policies to political candidates, and Broker shall follow those policies and rates in the sale of political programming and advertising. In the event that Broker fails to satisfy the political broadcasting requirements under the Act and the rules and regulations of the FCC and such failure inhibits Licensee in its compliance with the political broadcasting requirements of the FCC, then to the extent reasonably necessary to assure such compliance, Broker shall release broadcast time and/or advertising availabilities to Licensee at no cost to Licensee or with no responsibility to provide pro rata credit under Section 1.10; provided, however, that all revenues realized by Licensee as a result of such a release of advertising time shall be immediately paid to Broker.

Section 6. Termination and Remedies Upon Default.

6.1 Termination. In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below by either Licensee or Broker by written notice to the other if the party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following:

(a) this Agreement is declared invalid or illegal or contrary to FCC regulations or policies 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;

(b) the other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days of written notice from the non-breaching party;

(c) the mutual consent of both parties;

(d) 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 an appeal or further administrative review; or

(e) upon the closing of any sale of the Stations to Broker.

6.2 Force Majeure. Any failure or impairment of the Stations' facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Licensee, or for power reductions necessitated for maintenance of the Stations or for maintenance of other stations located on the tower from which the Stations may be broadcasting, shall not constitute a breach of this Agreement and Licensee will not be liable to Broker for reimbursement or reduction of the consideration owed to Licensee or for pro rata reimbursement under Section 1.10 of this Agreement.

6.3 Other Agreements. During the term of this Agreement or any renewal hereof, Licensee will not enter into any other time brokerage, program provision or similar agreement with any third party.

Section 7. Miscellaneous.

7.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including specifically any purchaser of the Stations from Licensee.

7.2 Entire Agreement. This Agreement and the Attachments hereto, embody the entire agreement and understanding of the parties and supersede any and all prior agreements, arrangements and understandings relating to matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement will be effective unless evidenced by an instrument in writing signed by the parties.

7.3 Taxes. Licensee and Broker shall each pay its own ad valorem taxes, if any, which may be assessed on such party's respective personal property for the periods that such items are owned by such party. Broker shall pay all taxes, if any, to which the consideration specified in Section 1.5 herein is subject, provided that Licensee is responsible for payment of its own income taxes.

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

7.5 Governing Law. The obligations of Licensee and Broker are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Act and the Rules and Regulations of the FCC. The construction and performance of the Agreement will be governed by the laws of the State of Ohio without regard to any otherwise applicable principles of conflicts of laws and the courts of Trumbull County, Ohio, shall have jurisdiction and venue with respect to any dispute arising hereunder.

7.6 Notices. Any notice, demand, waiver or consent required or permitted hereunder shall be in writing and shall be effective upon delivery, if given by personal delivery, prepaid overnight courier or prepaid certified mail, return receipt requested, to the appropriate party at the following address or at such other address as such party may by written notice designate as its address for purposes of notice hereunder:

To Licensee: Dennis F. Glunt

Beacon Broadcasting Inc.
9320 Bay Hill Drive
Warren, OH 44484

With copy to: Jack N. Alpern, Esq.
The Alpern Law Firm
103 W. Market Street, Suite 202
P.O. Box 727
Warren, Ohio 44482
(which copy shall not constitute notice)

To Broker: Chris Lash, Manager
Whiplash Radio, LLC
622 Stonington Circle
Centerville, OH 45458

7.7 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with all then existing FCC rules and policies which may be applicable, while attempting to preserve, as closely as possible, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

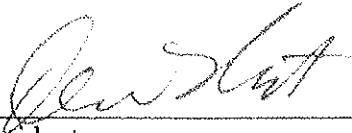
7.8 Specific Performance. The parties recognize that in the event Licensee should refuse to perform under the provisions of this Agreement, monetary damages alone will not be adequate. In the event that Broker is not itself in breach of this Agreement, Broker shall therefore be entitled to obtain specific performance of all terms of this Agreement. In the event of any action to enforce this Agreement, Licensee hereby waives the defense that there is an adequate remedy at law.

7.9 Sale. In the event that Licensee and Broker should, during the term of this Agreement, enter into any agreement providing for the purchase of the Stations by Broker, or an application has been filed with the FCC seeking approval for the assignment of the Stations' licenses to Broker, and such FCC approval shall not have been approved or the assignment shall not have been consummated by the termination of this Agreement or any renewal thereof, this Agreement shall remain in effect until such approval and consummation have occurred, or until such application is no longer pending or the subject of an appeal or petition for reconsideration, whichever last occurs.

7.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BEACON BROADCASTING, INC.

By: 
President

ATTEST:




WHIPLASH RADIO, LLC

By: 
Manager

ATTEST:



The undersigned hereby personally guarantees the performance by Purchaser of its obligations hereunder.



Chris Lash

ATTEST:

Chris Lash

ATTACHMENT I-A

Broker shall reimburse Licensee for the following costs incurred by Licensee in the operation of the Station. Expenses shall be prorated with respect to such costs for the first and last months, as appropriate to reflect the number of days during which this Agreement is in effect.

1. The following fixed, recurring costs shall be reimbursed by means of a single payment made to Licensee's account on or before the first (1st) day of each month:

a. General Manager's Salary	\$ 1200.00
b. Rent	650.00
c. Insurance (1/3 of quarterly premium)	86.34
d. Music Licensing	104.00
e. Garbage pick up	25.00
f. Internet and streaming	150.00
g. ATT	100.00

Total:	2315.34
--------	---------

2. The following variable expenses shall be reimbursed within five (5) days of invoice by Licensee. Licensee agrees to supply Broker with copies of bills and invoices supporting such costs, as Broker may reasonably request.

a. Electricity	575.00**
b. Gas	475.00**
c. Taxes	656.57**

**Estimated based on prior charges



WANR and WRTK Approx. Expenses

Company	Jan	Feb	March	April	May	June	July	August	Sept	October	Nov	Dec
Ohio Edison Office	248	232	229	273	295	236	255	237	236	295	295	296
Ohio Edison Lane West	204	200	168	168	163	167	154	161	118	132	134	145
Dominion East Ohio	475	388	308	115	35	26	25	27	26	80	81	350
Water	12	25	21	12	42	12	12	12	16	21	18	20
Time Warner	435	435	435	435	435	435	435	432	435	435	435	435
Perkins Streaming	100	100	100	100	100	100	100	100	100	100	100	100
Garbage	25	25	25	25	25	25	25	25	25	25	25	25
BMI	71	71	71	71	71	71	71	71	71	71	71	71
Ascap	4	4	4	4	4	4	4	4	4	4	4	4
Sesac	200	200	200	200	200	200	200	200	200	200	200	200
Rent	650	650	650	650	650	650	650	650	650	650	650	650
Insurance Both prop.	250			250						250		
Real Estate			325					325				
Total WANR	2584	2316	2536	1911	2020	1373	1531	2244	1881	2263	2013	2296
												24,968

28

ATTACHMENT I-B

Ohio Edison	110	235	177	158	148	126	110	110	110	102	95	110
At&T	153	153	153	153	153	153	153	153	153	153	153	153
BMI	101	100	100	100	100	100	100	100	100	100	100	100
Ascap	4	4	4	4	4	4	4	4	4	4	4	4
Sesac	200	200	200	200	200	200	200	200	200	200	200	200
Insurance	236			236						236		
ADT Security	40	40	40	40	40	40	40	40	40	40	40	40
Real Estate			1070					1070				
Perkins Streaming	100	100	100	100	100	100	100	100	100	100	100	100
Total WRTK	944	832	1844	991	745	723	943	1777	707	935	692	707
WRTK needs a new water pump and furnace figures do not include that expense												11,840
Total 2 stations	3428	3048	4280	2802	2665	1996	2374	3921	2488	3098	2605	2903
												36,808

Total expenses only....does not include employees salaries or hourly rate pay

ATTACHMENT II STATIONS' PROGRAMMING POLICY STATEMENT

The following sets forth the policies generally applicable to the presentation of programming and advertising over Radio Stations WANR(AM), Warren, Ohio and WRTK(AM), Niles, Ohio.

All programming and advertising broadcast by the Stations 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 (the "Commission").

Stations Identification. The Stations must broadcast a Stations' 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 Stations' call letters followed immediately by (2) the Stations' communities 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 Stations 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 Stations 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 Stations 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 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 Stations 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 Stations' public inspection files.

Payola/Plugola. The Stations, 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 Stations so that all required Stations identification announcements can be made. All persons responsible for Stations programming must, from time to time, execute such documents as may be required by Stations management to confirm their understanding of and compliance with the Commission's sponsorship identification requirements.

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

Fairness. Stations shall seek to afford coverage to contrasting viewpoints concerning controversial issues of public importance.

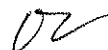
Personal Attacks. The Stations shall not air attacks upon the honesty, character, integrity or like personal qualities of any identified person or group. If such an attack should nonetheless occur during the presentation of views on a controversial issue of public importance, those responsible for programming shall submit a tape or transcript of the broadcast to Stations 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 Stations management, the Stations shall not air any editorial which either endorses or opposes a legally qualified candidate for public office.

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

Obscenity and Indecency. The Stations 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 Stations shall not broadcast any indecent material outside of the periods of time prescribed by the Commission. 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 Stations 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 Stations 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 Stations 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 Stations shall not knowingly broadcast false information concerning a crime or catastrophe.

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

Lottery. The Stations shall not advertise or broadcast any information concerning any lottery (except a state lottery sponsored by the State in which the Stations is licensed). The Stations 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 about the lottery is legal under state or local law. Any and all lottery advertising must first be approved by Stations management.

Advertising Stations 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. Infringements 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 Stations management.

Violence. Any programs which are excessively violent.

Unauthenticated Testimonials. Any testimonials which cannot be authenticated.

