

## **TIME BROKERAGE AGREEMENT**

This Time Brokerage Agreement (this "Agreement") is entered into as of this 12<sup>th</sup> day of April, 2005 (the "Effective Date"), by and among CALEDONIA COMMUNICATION CORPORATION, a U.S. Virgin Islands corporation ("Programmer") and FAMILY BROADCASTING, INC., a U.S. Virgin Islands corporation ("Licensee"), licensee of radio stations WSTX (AM) and WSTX (FM), serving the St. Croix, U.S. Virgin Islands market (collectively, the "Stations").

### **RECITALS**

A. Licensee holds licenses from the Federal Communications Commission ("FCC" or "Commission") authorizing it to operate the Stations. Licensee is engaged in the business of radio broadcasting on the Stations, and has available for sale broadcast time on the Stations. Programmer and Licensee are parties to that certain Asset Purchase Agreement dated of even date herewith (the "Asset Purchase Agreement") which contemplates that Programmer and Licensee will enter into this Agreement.

B. Programmer desires to purchase time on the Stations for the broadcast of programming on the Stations and to sell all of the commercial advertising time inventory of the Stations. Licensee desires to make available and sell such commercial advertising time to Programmer. Accordingly, in consideration of the mutual covenants herein contained, Programmer and Licensee are entering into this Agreement.

### **AGREEMENT**

1. Time Sale. Subject to the provisions of this Agreement, from and after the Commencement Date set forth in Paragraph 1(b) below, Licensee agrees to make the Stations' broadcasting transmission facilities (consisting of all of the Purchased Assets described in the Asset Purchase Agreement) available to Programmer for broadcast of Programmer's programs on the Stations originating from Licensee's studios. The risk of loss with respect to the broadcasting transmission facilities consisting of all of the Purchased Assets described in the Asset Purchase Agreement will remain with Licensee as provided in the Asset Purchase Agreement. The Stations' time made available to Programmer is, subject to all other provisions of this Agreement, up to twenty-four (24) hours of programming each day during the term of this Agreement, except that Licensee reserves two (2) hours of the Stations' time for its own use at a mutually agreeable time between 5:00 a.m. and 9:00 a.m. on Sunday mornings.

(a) Payments. During each Month (as defined below) of the term of this Agreement, commencing on the Commencement Date set forth in Paragraph 1(b) below, Programmer agrees to advance to Licensee all reasonable, customary and usual operating expenses of the Stations, including, but not limited to, the compensation of the Licensee's Employees, the utility costs for the Stations, and the general property and casualty and general liability insurance costs related to the Stations, all of such expenses being referred to as "Licensee's Operating Expenses" and such payment being referred to as the "Operating Expense

Payment" and such reimbursement to be made in cash or by check within ten (10) business days after the production and approval of a written account (each, a "Monthly Expense Report") of Licensees Operating Expenses for such Month. Subsequent to the payment of the Operating Expense Payment by the Programmer, Licensee will make all necessary payments for the Licensee's Operating Expenses. Programmer shall pay the creditors of the Licensee such funds as are due to them in such manner and at such time as may be determined by the United States Bankruptcy Court for the District of the Virgin Islands in an approved Chapter 11 Plan, which sum shall be the equivalent of the amount due and payable to the Licensee as the Purchase price under the Asset Purchase Agreement (the "LMA Fee Payment"). **The LMA Fee Payment shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) in total.** Payment of any amount due under the Monthly Expense Report for any partial Month of this Agreement shall be prorated on a daily basis. Should this Agreement terminate upon the transfer of the Stations to Programmer pursuant to the Asset Purchase Agreement, the amounts due and owing under the Monthly Expense Report will be made at the Closing, but the obligations of the Licensee under the approved Chapter 11 Plan will continue to be paid in accordance with the approved Chapter 11 Plan. For the purposes of this Agreement, a "Month" means a calendar month. Licensee agrees to provide Programmer such records, receipts, copies of contracts and other information and documentation as Programmer may reasonably request in order to enable it to verify the Monthly Expense Reports.

(b) Term. The term of this Agreement shall commence at 12:01 a.m., Eastern Atlantic Time, on April 12, 2005 (the "Commencement Date"), and shall continue until the first to occur of (i) the date of closing of the sale of the assets of the Stations contemplated by the Asset Purchase Agreement (the "Closing"), (ii) the date on which any revocation of the Station licenses by the FCC becomes final and no longer subject to administrative or judicial appeal, or (iii) April 12, 2010, provided, however, that notwithstanding any provision to the contrary in this Paragraph 1(b), this Agreement shall terminate automatically and without the requirement of further action on the part of either Licensee or Programmer, upon either Programmer's or Licensee's receipt of an order from the FCC or from another governmental authority having jurisdiction over the Stations requiring the immediate termination of this Agreement, if such order shall not have been stayed or if its effectiveness shall not otherwise have been held in abeyance pending the appeal, reconsideration, or review of such order.

(c) Assumption of this Agreement and the Asset Purchase Agreement. The Programmer and the Licensee acknowledge that the Licensee is contemplating the prospect of filing a Chapter 11 Bankruptcy proceeding in the United States Bankruptcy Court for the District of the Virgin Islands. If a petition in bankruptcy is filed, the Licensee understands that this Agreement and the Asset Purchase Agreement may be rescinded by the giving of a Notice of Rescission. However, Licensee affirms that this Agreement and the Asset Purchase Agreement represents a fully informed and voluntary agreement by the Licensee; that this Agreement and the Asset Purchase Agreement is to the advantage of the Licensee and to Licensee's creditors, that it does not impose an undue hardship on the Licensee and that the Licensee's creditors and that the Licensee has been fully advised by counsel of the legal consequences of this Assignment and the Asset Purchase Agreement. On this basis, the Licensee covenants and agrees that it will file such documents and do such things as may be required to assume this Assignment and the Asset Purchase Agreement under and pursuant to the provisions of 11 U.S.C. § 365.

(d) Programs. Programmer shall furnish or cause to be furnished the artistic personnel and materials for its programming. Programmer represents and warrants that all of the programming, advertising and promotional material it broadcasts on the Stations shall be in accordance with the rules, regulations, policies and procedures of the Commission and the Communications Act of 1934, as amended (the "Communications Act"), and the reasonable standards established by Licensee.

2. Accounts Receivable.

(a) General. The parties agree that accounts receivable for performed advertising contracts identified and valued as of the Commencement Date shall be collected by Programmer for one hundred ninety (190) days from the Commencement Date or until termination of this Agreement, whichever comes first (the "Collection Period"), and distributed between Programmer and Licensee in the manner described in Paragraph 3(b) below. Prior to the Commencement Date, Licensee will provide Programmer with a detailed list of such accounts receivable. At the end of the Collection Period, Programmer shall turn over any such accounts receivable that remain uncollected to Licensee. All accounts receivable of Programmer created on or after the Commencement Date shall be and remain the sole property of Programmer. Programmer shall be responsible for the collection of Programmer's accounts receivable and shall retain ownership of such accounts upon termination of this Agreement.

(b) Remittance. During the Collection Period, Programmer shall remit to Licensee by the tenth (10<sup>th</sup>) day of each Month all of Licensee's accounts receivable for performed advertising contracts identified and valued as of the Commencement Date, and collected by Programmer during the previous Month. For purposes of such remittances, any partial Month which falls within the Collection Period shall be treated as a whole Month for purposes of determining the remittance date for accounts receivable collected during such partial Month. All amounts collected with respect to a particular customer shall be applied first to the oldest receivable relating to that customer; provided, however, that if the customer shall specify that its payment is to be applied to a specific receivable or invoice of Licensee or Programmer, such collection shall be so applied and paid to such Licensee or Programmer, as appropriate. Licensee and Programmer agree that they shall take no actions to influence or require any customer to specify that such customer's payments are to be applied to a specific receivable or invoice.

3. Stations Facilities.

(a) Licensee Responsibility. During the term of this Agreement, Licensee shall be responsible for issuing the payments for Licensee's Operating Expenses, the payments for which shall be advanced by the Programmer pursuant to Section 1(a) herein. Licensee shall be responsible for the Stations' compliance with all applicable provisions of the Communications Act, the rules, regulations, policies and procedures of the FCC, and all other applicable laws. Specifically, Licensee shall be responsible for meeting all of the FCC's requirements with respect to emergency broadcast system tests, public service programming, political and public inspection files, appropriate staffing of the Stations' main studio during business hours, and the preparation and retention of issues/programs lists. Licensee represents that it now holds all

permits and authorizations necessary for the operation of the Stations, including all FCC permits and authorizations. Licensee will continue to hold such permits and authorizations throughout the term of this Agreement. Programmer and Licensee acknowledge that there is now pending an action by the FCC to revoke the licenses necessary to the operation of the Stations.

(b) Broadcast Output. Licensee acknowledges that the Programmer will make certain upgrades to the Stations facilities and equipment in order to make them comply with the good engineering standards necessary to deliver a high-quality technical signal at such Stations' maximum power and coverage, and that Programmer will comply with all applicable laws and regulations (including the requirements of the Communications Act, and the rules, regulations, policies and procedures of the FCC) and will broadcast the Stations to the full power and height authorized for it by the FCC. Licensee acknowledges that the Programmer intends to do so, while retaining the transmitter site and the building at Ft. Louise Augusta, St. Croix, U.S. Virgin Islands.

(c) Maintenance. Licensee shall maintain the ability to operate its maximum authorized facilities at all times. Any maintenance work, other than emergency repairs, which prevents the operation of either Stations at full power and maximum facilities, shall not be scheduled without giving at least forty-eight (48) hours notice to Programmer, unless Programmer waives such notice.

(d) Access to Facilities. Commencing on the Commencement Date hereof and continuing until the expiration of the term of this Agreement, unless this Agreement is earlier terminated as set forth herein, Licensee shall provide access for Programmer, or otherwise allow Programmer to occupy and utilize, the studio and office space located at Fort Louise Augusta, St. Croix, U.S. Virgin Islands for Programmer's use in connection with the production of programming and sale of time on the Station.

4. Handling of Mail and Complaints. Programmer shall promptly forward to Licensee any mail which it may receive from any agency of government or any correspondence from members of the public relating to the Stations or to any of Programmer's programming broadcast on the Stations.

5. Programming and Operations Standards. Programmer recognizes that the Licensee has full authority and a duty to control the operation of the Stations. The parties agree that Licensee's authority includes, but is not limited to, the right to reject or refuse such portions of Programmer's programming which Licensee reasonably believes to be contrary to the public interest. Should Licensee reject any of Programmer's programming pursuant to this paragraph, the payments, reimbursements and fees provided for hereunder shall be prorated accordingly.

6. Responsibility for Employees and Expenses.

(a) Employment by Programmer of Licensee's Employees. Effective on the Commencement Date, Programmer will hire those current employees of the Stations other than the Employees and those employees designated by Programmer in a written notice given to Licensee prior to the Commencement Date. Programmer shall employ such persons on such

terms as it shall deem appropriate. Programmer shall not assume any payment in connection with any group medical, group insurance or pension plan of Licensee associated with such employees, nor assume responsibility for any compensation, benefits or other costs or liabilities of Licensee related to such employees and relating to the period prior to the Commencement Date including any salaries, wages, sales commissions, incentives, bonuses, accrued and unpaid vacation, holiday and sick pay, severance or obligations under Licensee's benefit plans, nor does Programmer assume any employment contracts between Licensee and any such employees. If the Closing under the Purchase Agreement is not consummated as contemplated therein, the employment of such employees will be assigned back by Programmer to Licensee and Licensee will accept such assignment. Nothing in this Agreement shall prevent Programmer from terminating the employment of any such employment at any time.

(b) Employees. During the term of this Agreement, except for those employees retained by Licensee as contemplated by Paragraph 6(a) above and except as otherwise specifically provided in Paragraph 6(a) above, Programmer shall employ and be responsible for the salaries, commissions, taxes, insurance, vacation, sick leave and all other related costs, for the period from and after the Commencement Date, of all employees referenced in Paragraph 6(a) above assigned to Programmer by Licensee and hired by Programmer, together with any other employees, agents, contractors and personnel of Programmer involved in the production and broadcast of its programming, including air personalities, salespersons, sales representatives, consultants, traffic personnel, board operators and other programming staff members.

(c) Expenses. During the term of this Agreement, Programmer shall pay directly on a current basis licensing fees required to be paid to ASCAP, BMI and SESAC, and any other copyright or programming right fees, in each case attributable to programming broadcast on the Stations by Programmer during the term of this Agreement. Upon execution of this Agreement, Programmer shall apply promptly to ASCAP, BMI and SESAC for the necessary licenses and permits for Programmer to provide programming in its own name over the Stations during the term of this Agreement. Except as set forth in Sections 1(a) and 3(a), beginning on the Commencement Date, Programmer will pay directly on a current basis to third parties on behalf of Licensee all other fees and payments relating to the period of the term of this Agreement which are due and payable by Licensee under Licensee's Contracts disclosed in the Purchase Agreement (other than those included among the Excluded Assets as defined therein). In addition, subject to the provisions of Paragraph 6(d) below, Programmer shall, during the term of this Agreement, pay, perform and discharge Licensee's obligations relating to the broadcast of advertising in exchange for goods and services.

(d) Barter and Trade.

(i) Licensee represents and warrants that Schedule 6(d) accurately describes all barter, trade or similar agreements or arrangements for the sale of advertising on the Stations for other than cash (the "Trade Agreements") which are outstanding as of the date hereof. With respect to the Stations, all such advertising time sold under the Trade Agreements may be preempted by advertising time that is sold for cash. All Trade Agreements have been entered into in the ordinary course of business consistent with past practices.

7. Advertising and Programming Revenues. Programmer shall retain all revenues from the sale of advertising time on the programming it broadcasts on the Stations. With respect to prepaid advertising sold by Licensee and broadcast on or after the Commencement Date, Programmer shall offset the value of such prepaid advertising against the payments made to Licensee under Paragraph 1(a), above. Programmer will provide, make available to and shall sell time to political candidates from the time it purchases from Licensee in strict compliance with the Communications Act and the rules, regulations, policies and procedures of the Commission.

8. Operation of Stations. Anything to the contrary in this Agreement notwithstanding, Licensee shall have full authority and power over the operation of the Stations during the term of this Agreement. Licensee shall be responsible for all programming it furnishes for broadcast on the Stations and for the payment of the salaries of all of its employees, all of whom shall report solely to and be accountable solely to the Licensee. The Licensee shall employ a General Manager and an engineer (collectively, "Employees") for the Stations. The Licensee's General Manager for the Stations shall direct the day-to-day operation of the Stations, and the Licensee's engineer for the Stations shall oversee and direct the engineering and technical operation of the Stations. Licensee shall retain the right to interrupt and discontinue Programmer's programming at any time if Licensee determines the programming is not in the public interest or violates this Agreement, or in case of an emergency or EBS/EAS system activation, or for the purpose of providing programming which Licensee in its sole discretion determines to be of greater national, regional or local importance, whereupon, the payments, reimbursements and fees provided for in Paragraph 1(a) above shall be reduced by a percentage amount equal to the percentage that the amount of Programmer's programming that is not carried bears to the total programming time allowed Programmer, pursuant to Paragraph 1 above. Programmer shall properly prepare and promptly provide to Licensee all its contracts, agreements and requests for time for political programming or programming addressing controversial issues of public importance; all records, complaints and reports of very kind whatsoever which may be required by the FCC to be maintained or filed with the FCC by each of the Stations as a result of Programmer's programming over such Stations; and full information with respect to Programmer's programs and public service announcements which are responsive to issues of public concern in sufficient detail to enable Licensee to timely prepare all appropriate or necessary records and reports required by the Commission and its rules and policies concerning such Stations' operations. Programmer will properly prepare and furnish to Licensee such information, records and reports relating to Programmer's programming, sales or employment practices at each Stations in sufficient detail as is necessary to enable Licensee to comply with all rules and policies of the FCC or any other governmental agency.

9. Stations Identification. Licensee will be responsible for ensuring the proper broadcast of Stations identification announcements.

10. Right to Use the Programs. The right to use Programmer's programs and to authorize their use in any manner and in any media whatsoever shall be, and remain, vested in Programmer.

11. Payola/Plugola. Programmer agrees that neither it nor its agents, employees, consultants or personnel will 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 Programmer 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 and FCC requirements.

12. Compliance with Law. Programmer agrees that, throughout the term of this Agreement, Programmer will comply with all laws, rules, regulation, policies and procedures including, but not limited to, the FCC's technical, political broadcasting, obscenity and indecency regulation, fair trade practice regulations, lottery broadcast regulations, sponsorship identification rules and sales practice regulations, that are applicable to the operations of the Stations, and all FCC rules applicable to programming agreements of this kind. Programmer acknowledges that Licensee has not urged, advised or consented to or agreed in any way whatsoever to the use of any unfair business practice.

13. Indemnification.

(a) Programmer's Indemnification. Programmer shall indemnify and hold Licensee harmless for any material loss, damage or injury of any kind sustained by Licensee resulting from Programmer's breach of this Agreement, from any programming material broadcast by Programmer on each of the Stations, or from the sale of or attempt by Programmer to sell advertising or program time on such Stations.

(b) Licensee's Indemnification. Licensee shall indemnify and hold Programmer harmless for any material loss, damage or injury of any kind sustained by Programmer resulting from Licensee's breach of this Agreement, from the broadcast of programming on the Stations furnished by Licensee, or from the sale of or attempt by Licensee to sell advertising or program time on the Stations.

(c) Survival. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this Section 14 unless such claim for indemnification is asserted in writing delivered to the other party. The representations and covenants of Licensee and Programmer and their obligation to indemnify and hold each other harmless as set forth in this Agreement shall survive any termination, and shall continue for a period of two (2) years after the termination of this Agreement as to the parties hereto and to claims of third parties.

(d) Procedure for Indemnification. Any party seeking indemnification under this Agreement shall do so in accordance with, and the parties will be bound by, the procedures set forth in the indemnification provisions of the Purchase Agreement.



14. Termination and Remedies Upon Default.

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

(i) This Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other 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) The other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days of notice from the non-breaching party;

(iii) The mutual consent of both parties;

(iv) There has been a change in FCC rules, policies or case law precedent that would cause this Agreement or any provision thereof to be in violation thereof and such change is not the subject of an appeal or further administrative review; or

(v) The Purchase Agreement shall have expired or shall have been terminated in accordance with its terms, provided that the party seeking to terminate this Agreement pursuant to this Paragraph 14(a)(v) shall not be in default or in breach of its representations, warranties, covenants, or undertakings under the Purchase Agreement at the time of such expiration or termination; provided, however, that this Agreement shall terminate automatically and without the requirement of further action on the part of either Licensee or Programmer, upon either Programmer's or Licensee's receipt of an order from the FCC or from another governmental authority having jurisdiction over the Stations requiring the immediate termination of this Agreement, if such order shall not have been stayed or if its effectiveness shall not otherwise have been held in abeyance pending the appeal, reconsideration, or review of such order.

Upon termination of this Agreement according to the provisions of this Paragraph 14, the payments, reimbursements and fees provided for hereunder shall be prorated to the effective date of termination. Licensee shall cooperate reasonably with the Programmer to the extent permitted to enable Programmer to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such advertising or programming that which otherwise would have been paid to Programmer hereunder.

15. Force Majeure. Any failure or impairment of facilities or any delay or interruption in broadcast programming, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to any Act of God, strikes or threats thereof or force majeure or due to any other causes beyond the reasonable control of Licensee or Programmer shall not constitute a breach of this Agreement, and neither Licensee nor Programmer, as the case may be, will be liable to the other party hereto therefore, provided such party uses reasonable diligence to correct



such failure or impairment as soon as is reasonably possible; provided, however, that Programmer's failure to sell airtime or deliver programming or commercial matter on account of any of the foregoing circumstances shall not release Programmer from its obligation to make the payments required in Paragraph 2 above during the term of this Agreement.

(a) Notices. All notices, requests, consents, waivers and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if transmitted by facsimile, upon acknowledgment of receipt thereof in writing by facsimile or otherwise; if personally delivered, upon delivery or refusal of delivery; if mailed by registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; or if sent by a nationally recognized overnight delivery service, upon delivery or refusal of delivery. All notices, consents, waivers or other communications required or permitted to be given hereunder shall be addressed to the respective party to whom such notice, consent, waiver or other communication relates at the following addresses:

if to Licensee: Family Broadcasting, Inc.

Attn: Ms. Barbara James, at such address or addressed as she may from time to time designate

if to Programmer: Caledonia Communication Corporation

Attn: Kevin A. Rames, Esq.

Telecopy No.: (340) 773-7282

16. Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be affected 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.

17. Corporate Authority; Construction. The undersigned represent and warrant that they have full authority to execute and deliver this Agreement on behalf of the respective parties. This Agreement shall be construed in accordance with the laws (other than the law of conflicts) of the territory of the U.S. Virgin Islands, and the obligations of the parties hereto are subject to all federal, state and local laws and regulations now or hereafter in force and to the rules, regulations, policies and procedures of the Commission and all other government entities or authorities presently or hereafter to be constituted.

18. 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.

19. Counterpart Signatures. This agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile transmission,

with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

20. No Partnership or Joint Venture Created. Programmer is acting as an independent contractor hereunder and nothing in this Agreement shall be construed to make Licensee and Programmer partners or joint venturers or to make Licensee or Programmer the agent of the other or to afford any rights to any third party other than as expressly provided herein.

21. Assignment; Binding Agreement. Neither Programmer nor Licensee may assign this Agreement without the prior approval of the other party which shall not be unreasonably withheld or delayed except that Programmer, who shall remain primarily liable, may assign this Agreement to any entity to which Programmer assigns its rights and obligation under the Purchase Agreement upon written notification to Licensee. The party shall communicate its position on any proposed assignment within fourteen (14) days after receipt of written notice of the proposed assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

22. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement shall remain in full force and effect and the same shall be interpreted as though such invalid and illegal provision were not a part hereof. The remaining provisions shall be construed to preserve the intent and purpose of this Agreement and the parties shall negotiate in good faith to modify the provisions held to be invalid or illegal to preserve each party's anticipated benefits thereunder.

23. Entire Agreement. This Agreement supersedes any prior agreements between the parties, other than the Purchase Agreement, and contains all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

24. No Third Party Beneficiaries. This Agreement shall not confer any benefit on or create any right or cause of action in favor of or on behalf of any person other than the parties hereto and their respective successors and assigns as permitted by Paragraph 22 above of this Agreement.

25. Certifications. Licensee hereby certifies that for the term of this Agreement it shall maintain ultimate control over the Stations' facilities, including control over the Stations' finances, personnel and programming, and nothing herein shall be interpreted as depriving Licensee of the power or right of such ultimate control. Programmer hereby certifies that this Agreement complies with the restrictions on ownership of media set out in the Commission's rules and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

**FAMILY BROADCASTING, INC.**

By: Barbara James-Petersen  
Barbara James-Petersen, President  
duly authorized

**CALEDONIA COMMUNICATION  
CORPORATION**

By: [Signature]  
Kevin A. Rames, President  
duly authorized

[Signature]

[Signature]