

TIME SHARE AGREEMENT

This TIME SHARE AGREEMENT ("Agreement") is made this 31st day of May, 2000 by and between the MAYNARD PUBLIC SCHOOLS SCHOOL COMMITTEE ("Existing Licensee") and the UNIVERSITY OF MASSACHUSETTS ("Prospective Licensee").

WHEREAS, the Existing Licensee is the licensee of noncommercial educational FM station WAVM(FM), Maynard, Massachusetts (the "Station" or "WAVM") operating on Channel 219, 91.7 MHz (the "Frequency");

WHEREAS, the Prospective Licensee is the licensee of noncommercial educational FM station WUMB-FM, Boston, Massachusetts ("WUMB-FM") operating on Channel 220, 91.9 MHz, and the Prospective Licensee has on file before the Federal Communications Commission ("Commission" or "FCC") an FCC 340 application for a new noncommercial educational broadcast station to operate on Channel 219A, Stow, Massachusetts (FCC File No. BNPED-20000118ABW) ("Stow Application");

WHEREAS, the Existing Licensee has on file before the Federal Communications Commission ("FCC" or "Commission") an FCC 340 application seeking to modify the Station's facilities to a Class A station (FCC File No. BPED-19990726MA) ("Class A Application"), and the Prospective Licensee filed a Petition to Deny the Class A Application with the Commission on January 18, 2000 ("Petition to Deny");

WHEREAS, the Existing Licensee's Class A Application and the Prospective Licensee's Stow Application are mutually exclusive;

WHEREAS, all noncommercial educational FM stations which do not operate 12 hours per day each day of the year are subject to share use of their frequencies upon the grant of an appropriate application proposing such a time sharing arrangement pursuant to 47 C.F.R. §73.561;

WHEREAS, the Existing Licensee and the Prospective Licensee desire to enter into a time sharing arrangement to share broadcast time on the Frequency to resolve the mutual exclusivity between the Class A Application and the Stow Application; and

WHEREAS, this Agreement is conditioned upon the Prospective Licensee's withdrawal of the Petition to Deny and the Commission's grant of the Stow Application, as will be amended by the Prospective Licensee;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, and with the intention of being legally bound hereby, the Existing Licensee and the Prospective Licensee agree to the following:

1. The Existing Licensee shall broadcast on the Frequency as follows:

- a. September 8 through May 28 of each year (except as noted below):

Monday - Friday 6:00 AM through 7:59 AM
 2:00 PM through 9:29 PM

Sunday 8:00 AM through 12:59 PM

- b. Saturdays 9:00 AM through 11:59 AM on the following dates:

October 7, 2000	October 5, 2013
October 6, 2001	October 4, 2014
October 5, 2002	October 3, 2015
October 4, 2003	October 1, 2016
October 2, 2004	October 7, 2017
October 1, 2005	October 6, 2018
October 7, 2006	October 5, 2019
October 6, 2007	October 3, 2020
October 4, 2008	October 2, 2021
October 3, 2009	October 1, 2022
October 2, 2010	October 7, 2023
October 1, 2011	October 5, 2024
October 6, 2012	October 4, 2025

- c. Friday 6:00 AM through Sunday 3:59 PM on the following dates:

December 8 through 10, 2000
December 14 through 16, 2001
December 13 through 15, 2002
December 12 through 14, 2003
December 10 through 12, 2004
December 9 through 11, 2005
December 8 through 10, 2006
December 15 through 16, 2007
December 12 through 14, 2008
December 11 through 13, 2009
December 10 through 12, 2010
December 9 through 11, 2011
December 14 through 16, 2012
December 13 through 15, 2013
December 12 through 14, 2014
December 11 through 13, 2015
December 9 through 11, 2016
December 8 through 10, 2017
December 14 through 16, 2018
December 13 through 15, 2019
December 11 through 13, 2020
December 10 through 12, 2021
December 9 through 11, 2022
December 8 through 10, 2023
December 13 through 15, 2024
December 12 through 14, 2025

2. The Prospective Licensee shall broadcast on the Frequency as follows:

- a. September 8 through May 28 of each year (except as noted below):
- | | |
|-----------------|---|
| Monday - Friday | 12:00 Midnight through 5:59 AM
8:00 AM through 1:59 PM
9:30 PM through 11:59 PM |
| Saturday | 12:00 Midnight through 11:59 PM |
| Sunday | 12:00 Midnight through 7:59 AM
1:00 PM through 11:59 PM |
- b. Saturdays 12:00 Midnight through 8:59 AM and 12:00 Noon through 11:59 PM on the following dates:
- | | |
|-----------------|-----------------|
| October 7, 2000 | October 5, 2013 |
| October 6, 2001 | October 4, 2014 |
| October 5, 2002 | October 3, 2015 |
| October 4, 2003 | October 1, 2016 |
| October 2, 2004 | October 7, 2017 |
| October 1, 2005 | October 6, 2018 |
| October 7, 2006 | October 5, 2019 |
| October 6, 2007 | October 3, 2020 |
| October 4, 2008 | October 2, 2021 |
| October 3, 2009 | October 1, 2022 |
| October 2, 2010 | October 7, 2023 |
| October 1, 2011 | October 5, 2024 |
| October 6, 2012 | October 4, 2025 |
- c. Friday 12:00 Midnight through 5:29 AM and Sunday 4:00 PM through 12:00 Midnight on the following dates:
- | |
|------------------------------|
| December 8 through 10, 2000 |
| December 14 through 16, 2001 |
| December 13 through 15, 2002 |
| December 12 through 14, 2003 |
| December 10 through 12, 2004 |
| December 9 through 11, 2005 |
| December 8 through 10, 2006 |
| December 15 through 16, 2007 |
| December 12 through 14, 2008 |
| December 11 through 13, 2009 |
| December 10 through 12, 2010 |
| December 9 through 11, 2011 |
| December 14 through 16, 2012 |
| December 13 through 15, 2013 |
| December 12 through 14, 2014 |
| December 11 through 13, 2015 |
| December 9 through 11, 2016 |
| December 8 through 10, 2017 |
| December 14 through 16, 2018 |
| December 13 through 15, 2019 |
| December 11 through 13, 2020 |

December 10 through 12, 2021
December 9 through 11, 2022
December 8 through 10, 2023
December 13 through 15, 2024
December 12 through 14, 2025

- c. May 28 through September 7 of each year
Monday - Sunday 12:00 Midnight through 11:59 PM

3. In consideration for the above time sharing arrangement:

a. on a date contemporaneous with the date of execution of this Agreement, the Prospective Licensee shall file a request with the Commission requesting withdrawal of the Petition to Deny contingent upon the Commission's grant of the Stow Application, as will be amended, to share time with the Existing Licensee on the Frequency as provided herein;

b. the Existing Licensee shall cooperate fully with the Prospective Licensee to seek authorization from the Commission pursuant to Section §73.561(c) of the Commission's rules to deviate from the regular time sharing schedule set forth above such that the Prospective Licensee may broadcast on the Frequency from time to time as the need may arise;

c. at the request of either party, each party agrees to permit the other to broadcast its public service announcement(s) from time to time at schedules and times mutually agreeable to both parties upon consent of the party providing the public service announcement(s), which party shall not unreasonably withhold its consent;

d. the Prospective Licensee and the Existing Licensee agree to consider from time to time recognizing the relationship of the parties established in this Agreement on air, in publications, or on websites, the content of such recognition to be mutually agreed upon by both parties and at times mutually agreeable to the parties;

e. the Prospective Licensee and the Existing Licensee shall arrange for the students of the Station from Maynard High School to tour the facilities of WUMB-FM at times mutually agreeable to the parties;

f. the Prospective Licensee and the Existing Licensee shall arrange for students of the Station from Maynard High School to "shadow" WUMB-FM personnel or to act as interns at WUBM-FM, such internships to be for a duration of six (6) to (8) weeks, upon schedules mutually agreeable to the parties;

g. the Prospective Licensee and the Existing Licensee shall from time to time arrange for a technician or the General Manager of the Prospective Licensee to lecture the students of

the Station from Maynard High School on the technical aspects of radio broadcasting at schedules and at times mutually agreeable to the parties; and

h. the Prospective Licensee shall permit the students of the Station from Maynard High School to compete for any awards or scholarships established by WUMB-FM in the future in which high school students are eligible.

4. Upon commencement of operations of the new noncommercial educational broadcast station specified in the Stow Application (subject to the Commission's consent), the Prospective Licensee shall broadcast station identification announcements, identifying the station's call letters, the name of the licensee, and the community of license, at the beginning and end of each broadcast, and hourly at or near the top of the hour, in accordance with Section 73.1201 of the Commission's Rules.

5. In the event that the Commission declines to grant the Stow Application, as will be amended, filed by the Prospective Licensee, this Agreement shall terminate when such Commission action is no longer subject to review by any administrative agency or judicial court of competent jurisdiction.

6. Any claims or disputes arising under this Agreement that is not a matter of Commission law shall be resolved by a three (3) member panel consisting of one representative of the Prospective Licensee, one representative of the Existing Licensee, and one mutually agreed upon neutral party (such as a representative or member of the Governor's Education Advisor, or a staff member from Congressman Meehan's office). The decision of the three (3) member panel shall be final, conclusive and binding upon the parties.

7. This Agreement is the only agreement between the parties hereto with respect to this matter and contains all the terms and conditions agreed upon with respect to the subject matter hereof. This Agreement may be modified or amended only by a writing signed by both parties. The rights and obligations of the parties hereto set forth in this Agreement shall be binding upon and inure to the benefit of all the parties hereto, their heirs, legal representatives, successors, transferees and assigns. This Agreement shall be in full force and effect so long as the parties hereto, their heirs, legal representatives, successors, transferees and assigns remain licensees of noncommercial education FM stations on the Frequency.

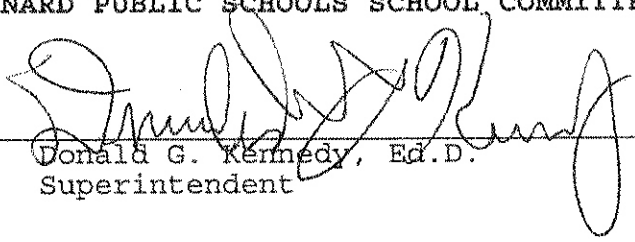
8. This Agreement may be executed in counterparts, all of which together, so executed, shall constitute one and the same instrument.

9. This Agreement shall be construed under the laws of the state of Massachusetts.


10. By executing this Agreement, each of the signatories warrants that he or she represents the respective party in the capacity stated and that he or she possesses all legal authority to bind the party on whose behalf he or she has affixed his or her signature to this Agreement.

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

MAYNARD PUBLIC SCHOOLS SCHOOL COMMITTEE


By: Donald G. Kennedy, Ed.D.
Superintendent

UNIVERSITY OF MASSACHUSETTS


By: David J. MacKenzie
Title: Vice Chancellor for Administration & Finance