

AGREEMENT

This Agreement is dated as of May 23, 2007, and is made by and between Commonwealth Broadcasting LLC, a Virginia limited liability company ("CBL"), the licensee of Station WNRJ(FM), Poquoson, Virginia, and Hispanic Target Media, Inc. a Delaware corporation ("HTM"), the permittee of a new FM station authorized to operate on Channel 290A at Nassawadox, Virginia.

WHEREAS, CBL has filed a pending application to upgrade the facilities of WNRJ on Channel 291 to Class B1 at a site proposed by CBL;

WHEREAS, CBL's Channel 291B1 tower site does not meet the Federal Communications Commission's ("FCC") minimum spacing requirements to the amended tower site specified by HTM in the construction permit for its station;

WHEREAS, in its January 17, 2007 application to upgrade WNRJ's facilities (File No. BPH-20070119ADD), CBL requested an Order to Show Cause why HTM's permit should not be modified to specify Channel 245 in order to accommodate CBL's proposed upgrade;

WHEREAS, on May 2, 2007, HTM's application for a construction permit, as amended (File No. BNPH-20050103ABV), was granted and separately the order to show cause requested by CBL was issued requiring HTM to respond in thirty (30) days; and

WHEREAS, the parties wish to facilitate WNRJ's upgrade without resort to the order to show cause procedure by agreeing that CBL will compensate HTM for voluntary modification of HTM's permit to Channel 245A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, CBL and HTM agree as follows:

1. HTM's Undertakings. Within five (5) days of the date of the execution hereof, HTM agrees to file an application to modify its construction permit to specify Channel 245A at Nassawadox, Virginia. Said application shall be mutually contingent with CBL's upgrade application. HTM shall include in the application a request for waiver of Section 73.3517(e) of the FCC's rules to permit the filing of the two contingent applications on different dates. HTM shall assist and cooperate in securing prompt approval of the application, including but not limited to submitting any and all amendments and information requested by the FCC. HTM shall also notify the FCC that the order to show cause is no longer necessary because HTM is proceeding voluntarily.

2. Payment to HTM. Upon execution of this Agreement, CBL shall pay to HTM the sum of Ten Thousand Dollars (\$10,000.00) in immediately available funds by wire transfer to an account to be provided by HTM. In addition, CBL shall reimburse HTM for all reasonable documented expenses and legal and engineering fees and expenses incurred to date in connection with the proposed channel change, not to exceed \$9,000, and reasonable documented legal and engineering fees and expenses.

including filing fees, related to the application referenced in ¶1, including fees associated with preparing and filing any amendments or providing information requested by the FCC or CBL, not to exceed Three Thousand Dollars (\$3,000), within five (5) days of demand by HTM.

3. Other Contingencies. The parties understand and acknowledge that approval of WNRJ's upgrade is contingent on implementation of another relocation by Station WRDU, Knightsdale, North Carolina, operating on Channel 291, which although ordered to move by the FCC, has not yet been able to locate a suitable tower site. However, the obligations under this Agreement are expressly made not contingent upon that relocation.

4. Notices. All notices and other communications required under this Agreement shall be in writing transmitted by overnight delivery service and addressed as follows:

If to CBL, to:

Commonwealth Broadcasting, LLC
c/o Robert L. Sinclair
Sinclair TeleCable, Inc.
500 Dominion Tower
999 Waterside Drive
Norfolk, VA 23510

with a copy (which shall not constitute notice) to:

Howard M. Weiss, Esquire
Fletcher, Heald & Hildreth PLC
1300 N. 17th Street, 11th Flr.
Arlington, Virginia 22209-3801

If to HTM, to:

c/o Meredith Senter, Jr., Esquire
Leventhal Senter & Lerman PLLC
2000 K Street, NW
Suite 600
Washington, DC 20006.

5. Termination. This Agreement may be terminated by either party: (i) by mutual written consent of CBL and HTM; (ii) by written notice from a non-breaching party if the other party has failed to cure any material breach hereof; or (iii) solely by CBL if HTM fails to timely meet its obligation to file the modification application referenced in ¶1.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

7. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns hereto.

8. Cooperation. CBL and HTM shall each cooperate, take such actions, and deliver such documents as may be reasonably requested by the other party in order to carry out the provisions of this Agreement.

9. Specific Performance. The parties agree that, should HTM breach its obligations hereunder, damages therefore would be unascertainable and thus not an adequate remedy. The parties therefore agree that the remedy of specific performance would be available to CBL in that case.

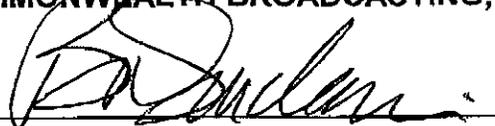
10. Choice of Law. This Agreement shall be governed and construed by the Communications Act of 1934, as amended, the FCC's rules and regulations thereunder, and the law of the Commonwealth of Virginia, without giving effect to the conflicts of law provisions.

11. Headings. The headings in this Agreement are included for ease of reference only and shall not affect the construction of the provisions of this Agreement.

12. Counterparts. This Agreement may be signed in counterparts, and each such counterpart shall constitute one and the same original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMMONWEALTH BROADCASTING, LLC

By: 

Name: Robert L. Sinclair

Title: Vice President

HISPANIC TARGET MEDIA, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMMONWEALTH BROADCASTING, LLC

By: _____

Name: Robert L. Sinclair

Title: Vice President

HISPANIC TARGET MEDIA, INC.

By:  _____

Name: Adriana San Millan

Title: President