

TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (this "Agreement") is made and entered into as of this 22nd day of December 2010, by and between Costa-Eagle Radio Ventures Limited Partnership, a Massachusetts limited partnership("Broker"), and Willow Farm, Inc., a Massachusetts corporation ("Licensee"), licensee of Station WNSH (AM), Beverly, Massachusetts (the "Station"):

Recitals:

WHEREAS, Broker is the licensee of various radio broadcast stations in the business of producing and transmitting news, sports, informational, public service, and entertainment programming and associated advertising; and

WHEREAS, Licensee has valid licenses or other authorizations issued by the Federal Communications Commission ("FCC") for the Station; and

WHEREAS, Licensee and Broker have entered into an Asset Purchase Agreement of even date herewith (the "Purchase Agreement") for the sale to Broker of certain assets of the Station; and

WHEREAS, Broker desires to provide programming to be transmitted on the Station pursuant to the provisions of this Agreement and the applicable rules and regulations of the FCC; and

WHEREAS, Licensee desires to accept and to transmit programming supplied by Broker on the Station, while maintaining control over the Station and continuing to broadcast Licensee's own public interest programming on the Station;

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants, and agreements of the parties contained in this Agreement, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I

PROGRAMMING

1.1 Brokered Programming. Broker, at Broker's expense, will provide for transmission by the Station, and Licensee will make the facilities of the Station available to Broker for the transmission of, news, sports, informational, and entertainment programming, and associated advertising, promotional, and public-service programming and announcement matters sufficient to program the Station for up to twenty-four (24) hours per day throughout the Term, as hereinafter defined, (the "Brokered Programming"), except as otherwise provided herein. All Brokered Programming and its transmission by the Station shall be subject to the supervision and control of Licensee as set forth in this Agreement.

1.2 Licensee Programming. Licensee will retain sole responsibility for the ascertainment of the problems, issues, concerns, and needs of the Station's community of license and its service area, including specifically the problems, issues, concerns and needs of the Station's listeners. The Brokered Programming will include programming which responds to the problems, issues, concerns, and needs ascertained by Licensee. Licensee shall have the right to broadcast such additional programming, either produced or purchased by Licensee, as Licensee shall determine to be appropriate in order to respond to the ascertained problems, issues, concerns, and needs (the "Licensee Programming"). Such Licensee Programming shall be broadcast at times agreed to by Broker and Licensee; provided, however, that in the absence of such agreement, Licensee may delete or pre-empt, in Licensee's sole discretion, any Brokered Programming for the purpose of transmitting such Licensee Programming.

1.3 Additional Licensee Obligations.

(a) Although Licensee and Broker shall cooperate in the broadcast of emergency information over the Station, Licensee shall retain the right to interrupt, pre-empt, or delete the Brokered Programming in case of an emergency or for programming which, in the good faith judgment of Licensee, is of greater local or national public importance than the Brokered Programming so interrupted, preempted, or deleted.

(b) Licensee shall coordinate with Broker the Station's hourly station identifications and any other announcements required to be presented by the FCC's rules and regulations.

(c) Licensee and Broker shall cooperate in ensuring compliance with the FCC's rules and requirements governing uses of the Station's facilities by legally-qualified candidates for election to public office, including compliance with Licensee's obligation to provide reasonable access to use the Station's facilities on the part of legally-qualified candidates for election to federal public offices. Broker will provide Licensee with copies of any material setting forth terms and/or conditions for the availability of political advertising time on the Station in advance of the public dissemination of such material, so that Licensee may provide its input as to such material.

1.4 Broadcast Station Programming Policy Statement. Licensee has adopted a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Exhibit A hereto and by this reference is incorporated herein as though fully set forth herein. Upon notice to Broker, the Policy Statement may be amended from time to time by Licensee in good faith and not for commercial or economic advantage. Broker agrees and covenants to comply in all material respects with Licensee's current and future Policy Statement and with all current and future rules and regulations of the FCC. Broker shall furnish or shall cause to be furnished the artistic personnel and material for the Brokered Programming as provided in this Agreement, and all Brokered Programming shall be prepared and presented in conformity with the rules, regulations, and policies of the FCC and with the Policy Statement set forth in Exhibit A hereto. All advertising spots and promotional material or announcements shall comply with applicable federal, state, and local regulations and policies and the Policy Statement, and shall be produced in accordance with quality standards established by Broker. If Licensee shall determine that any Brokered Programming supplied by Broker is for any reason, within Licensee's reasonable discretion, unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement, Licensee may, upon written notice to Broker (to the extent that time shall permit such notice) require Broker to alter the Brokered Programming and, in the absence of such alteration to Licensee's satisfaction on a timely basis, suspend or cancel such Brokered Programming and substitute Licensee's own programming or require Broker to provide suitable programming,

commercial announcements, or other announcements or promotional material.

1.5 Broker Compliance with Copyright Act. Broker represents and warrants to Licensee that Broker has full authority to broadcast the Brokered Programming on the Station, and that Broker shall not broadcast any material in violation of the Copyright Act. All music supplied by Broker shall be: (i) licensed by ASCAP, SESAC, or BMI; (ii) in the public domain; or (iii) cleared at the source by Broker. Licensee shall maintain ASCAP, SESAC, and BMI licenses, as necessary, regarding the Licensee's programming. The right to use the Brokered Programming and to authorize its use in any manner shall be, and shall remain, vested in Broker.

1.6 Payola. Broker agrees that it will not accept, and will not permit any of its employees to 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 payor is identified in the program for which the Consideration was provided as having paid for or furnished such Consideration, in accordance with the Communications Act of 1934, as amended (the "Act"), and the rules, regulations, and policies of the FCC from time to time promulgated there under (the "Communications Laws"). Broker agrees annually, or more frequently at the request of Licensee, to execute and to provide Licensee with a Payola Affidavit, substantially in the form attached hereto as Exhibit B and by this reference incorporated herein as though fully set forth herein.

ARTICLE II

TERM

2.1 Term. The term of this Agreement (the "Term") shall begin on the date hereof (the "Commencement Date"), and the Term shall expire on the earlier of (i) the date of termination of the Purchase Agreement between Licensee and Broker, pursuant to the terms thereof, or (ii) closing of the sale of the Station to Broker pursuant to such Purchase Agreement.

2.2 Termination for Refusal to Transmit Programs. Subject to Section 8.1 hereof, in the event that during any consecutive seven-day period, Licensee preempts the broadcast of

Brokered Programming for more than three percent (3%) of the broadcast hours between the hours of 5:00 A.M. to 10:00 P.M. or more than three percent (3%) of the total broadcast hours during such seven-day period, Broker shall have the right, exercisable at any time within ten (10) days after the end of such period, upon written notice to Licensee, to terminate this Agreement effective as of any date within thirty (30) days after the date on which Broker shall have notified Licensee of Broker's termination of this Agreement. Any notice of termination provided by Broker to Licensee pursuant to this Section shall specify the effective date of such termination.

2.3 Termination for Default or Nonperformance. Except as provided in Section 2.2 hereof, should either party be in breach of or default under this Agreement for the nonperformance of a material obligation of such party hereunder, or for a material violation of a representation or warranty by such party contained in this Agreement, including, specifically, Broker's payment obligations under Section 4.1 hereof, this Agreement may be terminated by the other party if (i) such breach, default, or non-performance shall have continued uncured for a period of thirty (30) days (fifteen (15) days in the case of Broker's non-payment of the weekly fee) following the receipt by the defaulting party of written notice from other party, which notice shall indicate the nature of such breach, default, or non-performance and (ii) the party seeking termination is not in material default hereunder.

2.4 Termination for Convenience. After April 1, 2010, if the closing of the sale of the Station to Broker pursuant to the Purchase Agreement has not occurred, Broker, upon written notice to Licensee, shall have the right to terminate this Agreement effective no earlier than fifteen (15) days after the date of such notice.

2.5 Effect of Termination. Any termination of this Agreement shall extinguish the rights and liabilities of Broker and Licensee under this Agreement from and after the effective date of such termination, subject to Section 8.14(b) hereof, provided that each party shall remain liable to the other for any breach or default under this Agreement prior to the effective date of termination.

ARTICLE III OPERATIONS

3.1 Compliance With FCC Regulations.

(a) Licensee will have full authority, power, and control over the management and operations of the Station during the Term of this Agreement. Licensee will bear all responsibility for the Station's compliance with all applicable provisions of the Communications Laws, including all technical regulations governing the operation of the Station, all programming content requirements, the maintenance of the main studio, providing a meaningful managerial and staff presence at the main studio, the ascertainment of and programming in response to community problems, issues, concerns, and needs, political programming laws and regulations, sponsorship identification rules, lottery and contest regulations, maintenance of the Station's public and political files, compiling quarterly or annual lists of the problems, issues, concerns, and needs of listeners and responsive programming broadcast by the Station, maintaining employment records for the Licensee's employees, and all other FCC requirements and duties. Broker shall provide Licensee with such information concerning Broker's programs and advertising as is necessary to assist Licensee in the preparation of such lists and documentation in a timely manner to allow Licensee to complete required documentation. Nothing in this Section 3.1(a) shall limit in any way Broker's obligations under this Agreement to Licensee except to the extent required by the Communications Laws.

(b) It is hereby agreed that at a minimum, Licensee, at its expense, will employ at least two full-time employees at the main studio of the Station in compliance with the FCC's rules and regulations, including a management-level employee who shall have managerial control over and direct the Licensee's day-to-day operations at the Station and one additional employee. Licensee's employees shall report to and be solely accountable to Licensee.

3.2 Provision of Programming. Subject to Licensee's control and supervision, Broker shall provide the Brokered Programming and shall be responsible for delivering the Brokered Programming for transmission by the Station, utilizing assets owned by Broker to the extent necessary, and Broker shall be entitled to retain all revenues received resulting from the sale of

advertising time on the Station during the Term, including, without limitation, all revenues from the sale of advertising time during the Brokered Programming and the Licensee Programming. To the extent that Broker shall reasonably request the use of tangible assets of the Station that are owned by or available to Licensee in order to enable Broker to fulfill its obligations under this Agreement, Licensee shall make the use of such assets reasonably available to Broker at no additional cost to Broker during the Term of this Agreement.

3.3 Station Staffing.

(a) Subject to the provisions of Section 3.1 hereof, Licensee shall have sole discretion to make and to effectuate all staffing and personnel decisions involving Licensee's employees. Broker shall have no control or right of review whatsoever over any decision by Licensee to hire or to dismiss any employee of Licensee.

(b) Broker shall employ and shall be solely responsible for the salaries, taxes, insurance, and related costs of all personnel whose services shall be used in the sale of commercial advertising time and the production of the Brokered Programming (including salespeople, traffic personnel, board operators, and programming staff. Broker's employees shall be solely accountable to Broker.

(c) To the extent required by law, government regulation or government policy, Broker agrees to provide Licensee such information as Licensee may request concerning Broker's recruitment, hiring, or employment practices in connection with Broker's provision of the Brokered Programming to the Station.

3.4 Station Maintenance. Licensee shall be responsible, with the cooperation of Broker, for the maintenance in good working order and repair of the Station's transmission system and all other Licensee-owned equipment used or useful in connection with the operation of the Station. During the Term of this Agreement, Licensee shall maintain such transmission system and Station equipment in substantially the same condition and repair as exists on the Commencement Date, ordinary wear and tear excepted. Broker shall promptly reimburse Licensee for all capital

expenditures that are determined by both Licensee and Broker to be necessary to maintain the Station's over-the-air broadcast signals and equipment in good working order and repair.

3.5 Finances, Budgeting, and Accounting.

(a) Any amounts paid to and received by the Station for advertising time broadcast during the Term of this Agreement shall be processed and collected by Broker. Broker shall maintain such books and records as shall enable Licensee and Broker to verify all such processing and Licensee and its representatives shall be entitled to inspect such books and records at reasonable times and intervals.

(b) Licensee shall promptly pay or cause to be paid all invoices and bills, or portions thereof, that are received by the Station for services rendered or goods provided to the Licensee and are determined to be the responsibility of Licensee, including, but not limited to: (i) personnel employed by Licensee pursuant to Section 3.1(b) of this Agreement, (ii) rent and utility and other payments for transmission facilities and studio space, (iii) insurance premiums relating to Station property, and (iv) federal, state and local taxes.

3.6 Sales. Broker shall be responsible for the payment of commissions due with respect to the sale of advertising time on the Station by Broker, including without limitation to any national sales representative engaged by Broker for the purpose of selling national advertising which is carried during the Brokered Programming. Licensee and Broker each shall have the right, at its own expense, to seek copyright royalty payments for its own programming; provided that no such royalties shall be required to be paid directly by either party to the other.

3.7 Licensee's Accounts Receivable. During the Term of this Agreement, Broker, as Licensee's agent, shall collect all accounts receivable from Licensee's sale of commercial time on the Station prior to the Commencement Date. Licensee and Broker shall cooperate with, and furnish appropriate reports to, the other with regard to the collection of Licensee's accounts receivable. Within ten (10) days after the last day of each month during the Term, Broker shall remit to Licensee the total amount collected by Broker during the preceding month with respect to Licensee's accounts receivable. Broker shall be under no obligation to institute suit, retain a

collection agency, or institute any other extraordinary means of collection to collect Licensee's accounts receivable and shall not agree to discount, waive or extend the time for payment of any of Licensee's accounts receivable without Licensee's prior approval.

ARTICLE IV

FEES AND OTHER CONSIDERATION

4.1 Fee.

(a) Starting on the Commencement Date and continuing for the period specified in Exhibit C hereto or until the termination of this Agreement, whichever occurs first, Broker shall pay to Licensee weekly, on the first day of the week to which such payment applies, the fee specified in Exhibit C hereto (the "Initial Payments"), and by this reference is incorporated herein as though fully set forth herein.

(b) Starting the week after the Initial Payments have been completed, Licensee may, upon seven (7) days prior notice to Broker, request that Broker make the monthly expense reimbursement payment listed on Exhibit C hereto (each, an "Expense Payment") to Licensee. Unless the Term has earlier expired or this Agreement has been terminated pursuant to Article II, beginning on April 1, 2011, Broker shall make the monthly Expense Payments to Licensee subject to the terms and conditions set forth on Exhibit C.

4.2 Adjustments.

(a) Licensee may broadcast up to three (3) hours of Licensee Programming per week pursuant to Section 1.2 hereof without any adjustment to the fee provided in Exhibit C. If at any time during the Term, of this Agreement the Station shall fail for any reason, other than as expressly provided in Subsections 4.2(b) and (c) below, to carry Brokered Programming for an amount of time for which Broker shall have offered such Brokered Programming for transmission by the Station, the fee payable to Licensee by Broker pursuant to Exhibit C shall be reduced by the then-current value (established by reference to Broker's standard rates for the same) of the advertising time that was scheduled to have been broadcast by the Station during any such Brokered Programming that was offered by Broker for transmission by the Station but that was not transmitted; provided, however that any reduction in the fee payable to Licensee by

Broker pursuant to this Subsection 4.2(a) shall not prejudice any of Broker's rights under Section 2.2 hereof.

(b) The weekly fee payable to Licensee by Broker shall be reduced as set forth in Section 4.2(a) above if Licensee's failure or refusal to carry the Brokered Programming is for any reason other than either (i) the permitted three (3) hours per week of Licensee programming as provided in Section 4.2(a) above or (ii) a force majeure event as provided in Section 8.1 hereof; provided, however, that any reduction in such fee shall not prejudice any of Broker's rights under Section 2.2 hereof.

(c) Notwithstanding the provisions of Subsection 4.2(a) hereof, the fee payable to Licensee by Broker shall not be reduced if Licensee shall determine, in its sole discretion, that Licensee Programming, as defined in Section 1.2 hereof, in an amount exceeding three (3) hours per week, shall be necessary to be broadcast by the Station in order to fulfill FCC requirements or Licensee's obligations as an FCC licensee; provided, however, that any exercise by Licensee of its rights pursuant to this Subsection 4.2(c) shall not prejudice any of Broker's rights under Section 2.2 hereof.

(d) Licensee agrees that its rights to preempt the Brokered Programming will be exercised only in good faith and not for a commercial or economic advantage.

ARTICLE V

ASSIGNABILITY

5.1 Assignability . This Agreement shall inure to the benefit of and be binding upon Licensee, Broker, and their respective successors, heirs and permitted assigns; provided, however, that neither Licensee nor Broker shall assign or transfer its rights and benefits, nor delegate its duties and obligations under this Agreement, without the prior written consent of the other party.

ARTICLE VI

REGULATORY MATTERS

6.1 Renegotiation Upon FCC Action. If the FCC shall determine that this Agreement is inconsistent with Licensee's obligations as the holder of the FCC authorizations for the Station, or is otherwise contrary to FCC policies, rules, and regulations, or if regulatory or legislative action subsequent to the date hereof shall alter the permissibility of this Agreement under the Communications Laws, the parties shall renegotiate this Agreement in good faith and shall modify this Agreement in a manner that will cure the departure from statute, rule, regulation, or policy and that will maintain a balance of benefits and burdens to Broker and Licensee comparable to the balance of benefits and burdens to Broker and Licensee provided in this Agreement in its current form. If, after such good-faith negotiations, either party shall determine within its reasonable judgment that modifying this Agreement in order to cure the departure from statute, rule, regulation, or policy without materially changing the balance of benefits and burdens to Licensee and Broker provided in this Agreement in its current form shall not be possible, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

6.2 FCC Matters. Should a change in the Communications Laws make it necessary to obtain the FCC's consent to the implementation, continuation, or further effectuation of any element of this Agreement, Licensee and Broker shall use their best efforts diligently to prepare, file, and prosecute before the FCC all petitions and other documents necessary to secure such consent. Broker and Licensee shall bear in equal measure the reasonable cost of preparing any such joint filings.

ARTICLE VII

REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.1 Licensee's Representations and Warranties. Licensee represents and warrants to Broker as follows:

- (a) Capacity. Licensee is a Massachusetts corporation and has full power and

authority to own and operate the Station and to execute, deliver and carry out all of the transactions contemplated by this Agreement.

(b) Compliance with Law. Licensee is in material compliance with all laws, rules, and regulations governing the business, ownership, and operations of the Station that are material in any way to this Agreement. Neither the execution, delivery nor the carrying out of this Agreement will result in any violation of or be in conflict with any judgment, decree, order, statute, law, rule, or regulation of any governmental authority applicable to Licensee, or any contract, commitment, agreement, lease, license, permit, franchise, or indenture applicable to Licensee or the Station.

(c) Authority. All requisite authorizations necessary for the execution, delivery, performance, and satisfaction of this Agreement by Licensee have been duly obtained, adopted, and complied with.

7.2 Broker's Representations and Warranties. Broker represents and warrants to Licensee as follows:

(a) Capacity. Broker is a Massachusetts limited liability company and has full power and authority to carry out all of the transactions contemplated by this Agreement.

(b) Authority. All requisite authorizations necessary for the execution, delivery, performance, and satisfaction of this Agreement by Broker have been duly obtained, adopted, and complied with.

(c) Compliance with Law. Neither the execution nor the carrying out of this Agreement will result in any violation of or be in conflict with any judgment, decree, order, statute, law, rule, or regulation of any governmental authority applicable to Broker, or any contract, commitment, agreement, lease, license, permit, franchise, or indenture applicable to Broker.

7.3 Licensee's Affirmative Covenant. Licensee covenants and agrees that it will comply in all material respects with all applicable federal, state, and local laws, rules, and regulations

(including, without limitation, the Communications Laws) applicable to the operations of the Station and pertinent provisions of all contracts, permits, and agreements applicable to the Station to which Licensee is a party or by which Licensee is otherwise bound. Notwithstanding the generality of the foregoing, Licensee shall own and hold all of the licenses and other authorizations necessary for the operation of the Station as presently conducted and shall not take or fail to take any action that might reasonably be expected to materially impair the continued operation of the Station in its current manner..

7.4 Broker's Affirmative Covenants. Broker covenants and agrees that it will comply in all material respects with all federal, state, and local laws, rules, procedures and regulations (including, without limitation, the Communications Laws) and, only to the extent Broker has prior knowledge thereof, pertinent provisions of all contracts, permits, and agreements applicable to the Station to which Licensee is a party or by which Licensee is otherwise bound applicable to the operations of the Station and to the provision of the Brokered Programming to Licensee.

ARTICLE VIII

MISCELLANEOUS

8.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other party for a failure to perform any obligation (other than a payment obligation) under this Agreement (nor shall any charges or payments be made in respect thereof) if such party shall be prevented from such performance by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God, power outages, or other contingencies beyond the reasonable control of the parties; and all provisions herein requiring performance within a specified period shall be deemed to have been modified in order to toll or to extend the period in which such performance shall be required, in order to accommodate the period of the pendency of such contingency which shall prevent such performance.

8.2 Trademarks. Licensee hereby grants to Broker during the term of this Agreement an unlimited license to use any and all trademarks, service marks, patents, trade names, jingles,

slogans, logotypes, logogram, and other intangible assets and rights owned and used or held for use by Licensee in conjunction with the Station, including, but not limited to the call letters "WNSH."

8.3 Notices. All notices, requests, demands, and other communications that are required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or on the business day after being deposited (with delivery charges pre-paid) with a nationally-recognized overnight courier service, or when sent by facsimile transmission with receipt confirmation provided that a copy of such notice is sent by nationally-recognized overnight courier on the same day as the facsimile, or on the third (3rd) business day after having been mailed by first-class United States mail, registered or certified, postage pre-paid, with return receipt requested, to the following addresses:

(a) if to Broker:

Costa-Eagle Radio Ventures Limited Partnership
462 Merrimack Street
Methuen, MA 01344
Attn: Patrick J. Costa
Telephone: (978) 686-9966
Facsimile: (978) 682-0010

with copies to (which shall not constitute notice to Broker):

John R. Wilner, Esquire
Fleischman and Harding, L.L.P.
1255 23rd Street, NW
Washington, DC 20037
Telephone: 202-939-7900
Telecopier: 202-939-7929

(b) if to Licensee:

Willow Farm, Inc.
31 Woodbury Street
South Hamilton, MA 01982
Attn: Keating Willcox
Telephone: (978) 921-1578
Facsimile: (978) 468-1954

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

Wiley Rein LLP
1776 K Street NW
Washington, DC 20006
Attn: Marnie Sarver
Telephone: 202-719-4289
Facsimile: 202-719-7142

or to such other address as any party shall have designated by notice to the other party conforming to the requirements of this Section.

8.5 Press Releases. Except as may be required by law or by any governmental agency, no announcement to the press or to any third party of the transactions contemplated herein shall be made by either party to this Agreement, unless such announcement shall be required by law or shall have been approved in advance in writing by both Broker and Licensee.

8.6 Severability. Subject to Section 6.1 hereof, if any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties shall use their best efforts to negotiate a replacement for any such provision that shall be neither invalid, illegal, or unenforceable.

8.7 Entire Agreement. This Agreement, including all Exhibits hereto, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior representations, negotiations, agreements, and understandings of the parties, oral and written, with respect to the subject matter hereof, all of which are deemed to have been merged herein. This Agreement may be modified only by an agreement in writing executed by both of the parties hereto.

8.8 Survival. All representations, warranties, covenants, and agreements made herein by the parties hereto or in any certificate delivered or to be delivered hereunder or made or to be made in writing in connection with the transactions contemplated herein shall survive the execution and delivery of this Agreement until the date upon which this Agreement shall expire or shall be terminated, as herein provided; provided that all such representations and warranties

shall survive for a period of six (6) months from and after the date of this Agreement

8.9 Payment of Expenses. Except as otherwise specifically provided herein, Licensee and Broker shall each pay its own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of its counsel.

8.10 Further Assurances. From time to time after the date of this Agreement, the parties shall take such further actions and shall execute such further documents, assurances, and certificates, as either party reasonably may request of the other party in order to effectuate the purposes of this Agreement.

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

8.12 Headings. The headings in this Agreement are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

8.13 Dealings with Third Parties. Neither party is, nor shall hold itself or itself out to others to be, vested with any power, authority, or right to bind contractually or to act on behalf of the other party as its broker, agent, or otherwise for the purpose of committing, selling, conveying, or transferring any of the other party's assets or property, contracting for or in the name of the other party, or making any representations binding upon such other party.

8.14 Indemnification.

(a) Each party shall for a period of five years following termination of this Agreement, to the fullest extent permitted by law, protect, save, defend, and keep the other party harmless, and indemnify such other party from and against, all claims, demands, causes of action, losses, investigations, proceedings, penalties, fines, expenses, and judgments, including reasonable attorney's fees and costs, arising directly or indirectly out of such party's negligence or willful

misconduct or the negligence or willful misconduct of such party's agents or employees in connection with this Agreement, or arising out of such party's breach of or default or non-performance of its representations, warranties, covenants, agreements, and obligations under this Agreement.

(b) Broker shall for a period of five years following termination of this Agreement, to the fullest extent permitted by law, protect, save, defend, and keep Licensee and its officers, directors, stockholders, employees and agents (each a "Licensee Indemnatee") harmless, and indemnify them from and against, any and all losses, damages, liabilities, or expenses, including FCC fines or reasonable attorney's fees, resulting from any claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity, or any other claim against such Licensee Indemnatee resulting from Broker's breach of this Agreement or arising out of the Brokered Programming; provided, however, that such Licensee Indemnatee shall give Broker prompt notice of any claim against such Licensee Indemnatee or the Station and shall cooperate in good faith with Broker in any attempt to defend against, resolve, or settle such claim. Broker's obligation to hold Licensee Indemnitees harmless under this Section 8.14(b) shall survive the termination of this Agreement for the time period set forth above, the provisions of Section 8.8 notwithstanding. The indemnification provided in this Subsection shall not apply to any matter that Licensee may insert in or adjacent to the Brokered Programming.

(c) Licensee shall for a period of five years following termination of this Agreement, to the fullest extent permitted by law, protect, save, defend, and keep Broker and its officers, directors, stockholders, employees and agents (each a "Broker Indemnatee") harmless, and indemnify them from and against, any and all losses, damages, liabilities, or expenses, including reasonable attorney's fees, resulting from any claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity, or any other claim against such Broker Indemnatee resulting from Licensee's breach of this Agreement or arising out of the Licensee Programming or any other programming of Licensee; provided, however, that such Broker Indemnatee shall give Licensee prompt notice of any claim against such Broker Indemnatee and shall cooperate in good faith with Licensee in any attempt to defend against, resolve, or settle such claim. Licensee's obligation to hold such Broker Indemnitees

harmless under this Section 8.14(b) shall survive the termination of this Agreement for the time period set forth above, the provisions of Section 8.8 notwithstanding.

8.15 Insurance. Licensee and Broker shall each maintain comprehensive general liability insurance with respect to their respective business operations, having the other party as an additional insured. The amounts of such coverage shall be customary and prudent for companies engaged in similar businesses, and each party shall provide proof of its insurance to the other upon request.

8.16 Governing Law. This Agreement shall be governed by, and enforced and construed under and in accordance with, the internal laws of the State of Massachusetts, without giving effect to the choice-of-law principles thereof.

8.17 Gender Neutrality. All pronouns and possessives appearing in this Agreement shall be deemed to refer to the masculine, the feminine, or the neuter, as the identity of the person or entity thereby referred to may require.

8.18 Certifications. Pursuant to Section 73.3555 of the Rules of the FCC, Licensee hereby verifies that it will maintain ultimate control over the Station' facilities, including, specifically, control over station finances, personnel and programming during the Term of this Agreement. Broker hereby certifies that this Agreement complies with the provisions of Section 73.3555 of the FCC's Rules.

8.19 Attorneys' Fees. If either Licensee or Broker brings suit against the other in connection with this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and other costs and expenses incurred by such party in connection with such suit regardless of whether such suit is prosecuted to judgment. As used herein, "prevailing party" shall mean, in the case of a claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of a defendant or respondent, one who is successful in denying substantially all of the relief sought by the claimant.

8.20 No Partnership or Joint Venture. This Agreement is not intended to be and shall not

be construed as a creating a partnership or joint venture between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

[Signature Page Follows]

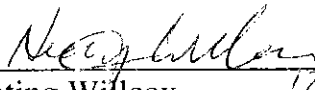
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SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT

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

LICENSEE:

Willow Farm, Inc.

By: 
Keating Willcox
President

BROKER:

Costa-Eagle Radio Ventures Limited Partnership

By: _____
Patrick J. Costa
President
Costa Communications Corp.
General Partner

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