

Execution Copy

LOCAL MARKETING AGREEMENT

This **LOCAL MARKETING AGREEMENT** (the “Agreement”) is entered into as of the ____ day of July, 2006 (this “Agreement”), by and among Community Broadcasters, LLC, a New York limited liability company (“Programmer”), and Force Communications, Inc., a New York corporation (“Force”), Clancy-Mance Communications, Inc., a New York corporation (“CM”), Jefferson Broadcasting, Inc., a New York corporation (“Jefferson”), Clancy-Mance Communications North, Inc., a New York corporation (“CM_North”) (each of Force, CM, Jefferson and CM North, a “Licensee”, and collectively, “Licensees”), David Mance and John Clancy (Messrs. Mance and Clancy are hereinafter sometimes referred to individually as a “Principal Shareholder” and collectively as the “Principal Shareholders”).

RECITALS:

WHEREAS, Force is the licensee of WBDI (FM) Copenhagen, New York (Facility ID No. 43748) (“WBDI”), pursuant to authorizations issued by the Federal Communications Commission (the “FCC”); and

WHEREAS, CM is the licensee of WTOJ (FM) Carthage, New York (Facility ID No. 11625) (“WTOJ”) and of WATN (AM) Watertown, New York (Facility ID No. 11624) (“WATN”) pursuant in each case to authorizations issued by the FCC; and

WHEREAS Jefferson is the licensee of WOTT (FM) Henderson, New York (Facility ID No. 30799) (“WOTT”) pursuant to authorizations issued by the FCC; and

WHEREAS, CM North is the licensee of WGIX (FM) Gouverneur, New York (Facility ID No. 66658) (“WGIX”), WSLB (AM) Ogdensburg, New York (Facility ID No. 66663) (“WSLB”) and WBDB (FM) Ogdensburg, New York (Facility ID No. 66661) (“WBDB”) (each of WBDI, WBDB, WTOJ, WATN, WOTT, WGIX and WSLB a “Station”, and collectively, “Stations”); and

WHEREAS, Programmer, Licensees and Principal Shareholders have entered into an Asset Purchase Agreement (the “Purchase Agreement”) dated as of the date hereof, pursuant to which Programmer has agreed to purchase substantially all of the assets relating to the Stations from Licensees pending the receipt of all FCC and other regulatory approvals; and

WHEREAS, during the term of this Agreement, Licensees wish to retain Programmer, and Programmer agrees, to provide programming for, and sell advertising on, the Stations, all in conformity with the FCC rules and policies for time brokerage arrangements, and the provisions hereof, and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Time Sale. Subject to the provisions of this Agreement and to the applicable rules, regulations and policies of the FCC, Licensees shall make the Stations’ broadcasting

transmission facilities available to Programmer for the broadcast of Programmer's programs on the Stations originating either from Programmer's studio or from Licensees' studio at the sole discretion of Programmer. Programmer will have the exclusive right to broadcast on the Stations up to twenty-four (24) hours of programming each day during the Term (as defined in Section 2 below). Each Licensee reserves up to two (2) hours of time for its own use for public affairs programming at a mutually agreeable time on Sunday mornings. Programmer shall have the sole right to sell advertising to be placed in the programming broadcast on the Stations and shall retain all revenues from such advertising sales. Except as otherwise specifically set forth in this Section 1, Programmer shall retain, and shall have the sole right to collect, all revenues with respect to the Stations, including, without limitation, revenues from the sale of advertising time within the programming provided by Programmer or the Licensees during the Term. Programmer may sell advertising on the Stations in combination with any other broadcast stations of Programmer's choosing. Notwithstanding anything in this Section 1 to the contrary, the parties recognize and agree that Programmer's rights hereunder are subject to 2045422 Ontario Limited's ("Ontario") rights to market and sell any and all advertising for WBDI within the Province of Ontario, Canada pursuant to the Agreement dated April 20, 2004 between Ontario and Force, a true and complete copy of which has been delivered to Programmer ("Ontario Agreement"). Force hereby assigns to Programmer all of Force's rights under the Ontario Agreement, including, without limitation, the right to the revenues as set forth in Sections 6.1 and 6.2 of the Ontario Agreement. Licensees hereby represent, warrant and covenant to Programmer that, except as otherwise required by the rules and regulations of the FCC, (i) Programmer shall have the sole right to determine where all advertising spots on each of the Stations are placed, and (ii) Force shall promptly amend the Ontario Agreement in form and substance satisfactory to Programmer, in its sole discretion.

2. Term. The term of this Agreement (the "Term") will commence as of July 31, 2006 (the "Effective Date"), and will continue until the consummation of the transaction contemplated by the Purchase Agreement, unless earlier terminated pursuant to Section 12 hereof.

3. Consideration. As consideration for the airtime made available hereunder and Licensees' broadcast of programming hereunder, during the Term, Programmer shall pay the consideration set forth on Schedule A hereto.

4. Licensees' Responsibility for Expenses. Licensees shall be solely responsible for payment of all direct and indirect operating costs and expenses of the Stations, all subject to the Monthly Fee as provided for in Schedule A, including but not limited to: (a) salaries, commissions, bonuses, payroll taxes, insurance, severance, vacation, sick leave, and other benefits and related costs of the General Manager(s) for each of the Stations and other personnel employed by Licensees in the operation of the Stations; (b) insurance costs relating to the Stations' assets and operations; (c) Licensees' own telephone, delivery and postal service; (d) income, gross receipts, sales, real property, personal property, excise and/or any other taxes of any nature whatsoever related to the ownership of Licensees' assets or Licensees' own programming efforts on the Stations; (e) lease payments, note payments, debt and similar payments for borrowed money, power and other utility bills, security and maintenance costs for

the Stations' studio and tower facilities; (f) all equipment maintenance, repair and replacement costs and expenses; (g) all performing rights and licensing fees for music and other material contained in Licensees' programming and (h) all FCC and other governmental fees, and all other costs and expenses incurred in connection with the Stations' compliance with FCC rules and regulations. Licensees shall make all necessary payments in a timely fashion from their own accounts. Programmer shall be entitled to maintain facilities at the Stations sufficient to perform its obligations under this Agreement without any additional charge beyond the consideration set forth in Schedule A. To facilitate the production of programs for the Stations, Licensees shall permit Programmer and its employees to utilize such space and such equipment and furnishings at the Stations' studios and offices as it may reasonably request, which shall be comparable to that currently utilized by the Stations; provided that all such activity shall be conducted by Programmer under the full supervision and authority of each Licensee's General Manager.

5. Performance of Airtime Sold by Licensee; Accounts Receivable. Except for the agreements listed on Schedule B hereto, the Licensees represent and warrant that as of the Effective Date there will be no outstanding obligations for programming or advertising time to be aired on the Stations on or after the Effective Date. Programmer shall not assume any of Licensees' agreements (other than with respect to Licensees Accounts Receivable defined below) during the Term, provided, however, that Programmer shall exercise commercially reasonable efforts to fulfill the rights, obligations and commitments of Licensees under the agreements listed on Schedule B, and Programmer shall have the sole right to collect, for its own account, any revenue stemming from its performance of such agreements. Licensees hereby assign to Programmer as of the Effective Date, all of their right, title and interest in the accounts and notes receivable from programming and advertising broadcast on the Stations prior to the Effective Date (the "Licensees Accounts Receivable"). Subsequent to the Effective Date, Programmer shall collect and retain, for Programmer's own account, all Licensees Accounts Receivable, together with all accounts and notes receivable from programming and advertising broadcast on the Stations after the Effective Date.

6. Licensee's Authority. Notwithstanding anything to the contrary in this Agreement, Licensees shall have full authority and power over the operation of the Stations during the Term. Each Licensee shall be responsible for all programming it furnishes for broadcast on the Stations and for all of its employees, all of whom shall report solely to and be accountable solely to such Licensee. Each Licensee shall retain the right to interrupt or preempt Programmer's programming at any time if such Licensee reasonably determines the programming is not in the public interest or violates this Agreement, or in case of an emergency or Emergency Alert System ("EAS") activation, or for the purpose of providing programming which Licensee determines to be of greater national, regional or local importance; provided, however, that any revenues realized by Licensee as a result of such interruption or preemption shall promptly be remitted to Programmer, and further provided that Licensee shall not exercise such authority for economic benefit or for the purpose of interfering with Programmer's economic benefits to be derived from the performance of this Agreement. Each Licensee shall retain ultimate responsibility for ascertainment of the needs of the community of license and service area of the Stations, and shall make regular efforts to determine those needs and keep documentary evidence of such efforts. The result of its findings as to the needs of its community

shall be provided to Programmer in writing on a regular basis, at least monthly, so that Programmer can provide Licensees with information as to the programming provided by Programmer which is responsive to such needs. In the event a Licensee shall interrupt or preempt Programmer's programming as described above, Programmer may elect to reduce its payments due hereunder by a pro-rata amount of the actual time interrupted or preempted.. Programmer will properly prepare and furnish to Licensees such information, records and reports in sufficient detail as is necessary to enable Licensees to comply with all rules and policies of the FCC or any other government agency.

7. Political Advertising. Programmer will provide, make available to and shall sell time to political candidates in strict compliance with the Communications Act of 1934, as amended (the "Act"), and the rules, regulations and policies of the FCC, including without limitation the equal time and lowest unit rate provisions of the Act. In the event that it is necessary for Licensee to make time directly available to political candidates in order to comply with the provisions of the Act, Programmer shall immediately relinquish such amounts of time as Licensees shall require, and Licensees shall promptly pay to Programmer all advertising revenues realized thereby.

8. Licensees' Representations, Warranties and Covenants. Each of the Licensees, jointly and severally, represent, warrant and covenant to Programmer that:

(a) Qualification. Each of the Licensees is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of each of the Licensees.

(b) No Violation. The Licensees shall maintain compliance with all of the representations, warranties and covenants as set forth in the Purchase Agreement.

(c) Employees. The Stations shall retain, on a full time or part time basis, a General Manager for the Stations, who shall direct the day-to-day operation of the Stations, and another full-time employee for the Stations, in accordance with the rules and regulations of the FCC who shall be responsible for ensuring compliance by the Stations with the technical operating and reporting requirements established by the FCC. Each Licensee shall be responsible for ensuring that qualified control operators monitor and control the each Station's transmissions at all times, in full conformity with FCC requirements.

(d) Main Studio. Licensees shall maintain a main studio for each of the Stations, as that term is defined by the rules and regulations of the FCC, in accordance with all FCC rules. Licensees shall maintain an appropriate public inspection file for each of the Stations and shall, from time to time, place such documents in that file as may be required by present and future FCC rules and regulations.

(e) Emergency Broadcasting. Licensees shall maintain appropriate EAS receivers, tone generators, and such other equipment for each of the Stations as may be required to conform to FCC rules and regulations.

(f) Prompt Payment of Expenses. Licensees shall promptly pay when due any and all expenses or obligations of any kind and nature relating to the operation of the Stations subject to reimbursement of certain expenses pursuant to Schedule A hereto, and shall take all steps necessary to ensure the continued uninterrupted use of the Stations' equipment and facilities by Programmer.

(m) Station Identification. Licensees shall ensure that that all required Station Identification announcements are broadcast as required by the FCC rules and regulations.

9. Programmer's Representations, Warranties and Covenants. Programmer represents, warrants and covenants to the Licensees that:

(a) Qualification. Programmer is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Programmer.

(b) Compliance. All of the programming, advertising and promotional material Programmer broadcasts on the Stations shall be in material accordance with the rules, regulations and policies of the FCC and the Act and the standards that may be from time to time established by Licensees.

(c) Emergency Broadcasting, Station Identification and Other Required Programming. Programmer shall cooperate with Licensees to ensure that all required EAS announcements, station identification announcements, sponsorship announcements, political advertisements or programming, license renewal and other FCC application announcements, and any other announcements, content or programming as required by FCC rules and regulations, are broadcast as required by such FCC rules and regulations.

(d) Correspondence. Programmer shall forward to Licensees any correspondence which it may receive from any agency of government or from members of the public relating to the Stations or to any of Programmer's programming broadcast on the Stations.

(e) Payola. 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 Act and FCC requirements.

(f) Licensee's Control of Programming. Programmer recognizes that Licensee has full authority to control the operation of the Stations. In offering the commercial inventory of the Stations for sale to third parties and in otherwise holding itself out to third parties, in no instance will Programmer represent, suggest or otherwise give the impression that Programmer has any ownership of or control over the operation of Stations.

10. Right to Use 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. Indemnification.

(a) By Programmer. To the extent permitted by law, Programmer shall indemnify and hold the Licensees, and their respective directors, officers, shareholders, managers and employees harmless from and against any and all claims, losses, costs, liabilities, damages and expenses of every kind, nature and description (including, reasonable attorneys' fees) ("Damages"), arising out of or resulting from (i) programming originated by Programmer, (ii) the use of Licensees' studios and facilities by Programmer, its employees, agents or invitees, (iii) the breach of any representation, warranty or covenant of Programmer herein; (iv) any action or omission of Programmer or its employees in connection with the operation of the Stations; or (v) any other action or omission of Programmer in connection with this Agreement.

(b) By the Licensees and the Principal Shareholders. To the extent permitted by law, the Licensees and the Principal Shareholders, jointly and severally, shall indemnify and hold Programmer, and its respective directors, officers, shareholders, managers and employees harmless from and against any and all Damages arising out of or resulting from (i) programming originated by any of the Licensees, (ii) the breach of any representation, warranty or covenant of any of the Licensees herein, (iii) the Ontario Agreement, (iv) any action or omission of any of the Licensees or its employees in connection with the operation of the Stations prior to or after the Effective Time, or (v) any other action or omission of any of the Licensees in connection with this Agreement.

(c) Notice. Neither the Licensees nor Programmer shall be entitled to indemnification pursuant to this Section 11 unless such claim for indemnification is asserted in writing delivered to the other party, and, where such claim, loss, cost, liability, damage or defense involves a legal action, the party against whom indemnification is sought has been given written notice sufficiently in advance to permit such party to defend, contest, or compromise such action at its own cost and risk.

(d) Survival. The obligation of Programmer and the Licensees to indemnify and hold each other harmless as set forth in this Agreement shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations as to the parties hereto and to claims of third parties.

12. Termination.

(a) Grounds. In addition to any other remedies available at law or equity, this Agreement may be terminated as set forth below by either the Licensees or Programmer by written notice to the other, if the party seeking to terminate (or any of the Principal Shareholders) is not then in material default or breach of this Agreement or the Purchase Agreement, 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) Upon termination of the Purchase Agreement by Programmer;

(iii) The mutual consent of both parties;

(iv) The other party shall make a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which if filed against such party, has not been dismissed within sixty (60) days thereof;

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

(vi) Upon the closing of the sale of the Stations to Programmer pursuant to the Purchase Agreement; or

(vii) 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.

Notwithstanding any of the foregoing to the contrary, any exercise by Programmer (as buyer) of its right, if any, to seek specific performance to purchase the Stations shall not constitute a termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement, except as otherwise set forth herein, the Licensees shall have no further obligation to provide to Programmer any broadcast time or broadcast transmission facilities, and Programmer shall have no further obligations to make any payments to Licensees pursuant to Schedule A except that (i) the payments provided for in Schedule A hereto shall be prorated to the effective termination date of this Agreement, (ii) Programmer shall be entitled to all accounts receivable of the Stations in connection with the sale of advertising time prior to the effective date of such termination, and (iii) the Licensees shall cooperate with Programmer to enable Programmer to fulfill advertising and other programming contracts then outstanding, in which event the Licensees shall receive as compensation for the carriage of such programming that which otherwise would have been paid to Programmer hereunder.

(c) No Release of Liability Through Termination. No termination pursuant to Section 12 shall relieve any party of liability it would otherwise have for breach of this Agreement.

(d) Renegotiation Upon FCC Action. Notwithstanding anything herein to the contrary, if the FCC shall determine that this Agreement or any provision herein is inconsistent with any Licensee's obligations as the holder of the FCC's authorizations for the Stations, 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 Act or under the FCC's rules, regulations, and policies, the parties shall attempt to renegotiate this Agreement in good faith 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 Programmer and the Licensees provided in this Agreement in its current form. If, after such good-faith negotiations, either party shall determine 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 the Licensees and Programmer 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, unless the FCC specifies that this Agreement must be terminated sooner, or may remain in effect longer, in which event this Agreement shall continue to be effective for such period.

13. Force Majeure. Each party will be excused from performing the services under this Agreement and will have no liability to the other party for any period it is prevented from performing the services, in whole or in part, as a result of delays caused by an act of God, war, terrorist event, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including failures or fluctuations in electrical power or telecommunications or, in the event that a party obtains any services from a third party, the failure of such third party to provide such services, or the misconduct or negligence of such party in providing such services. Additionally, in the event the force majeure period continues for three (3) consecutive months, either party may terminate this Agreement on written notice given by the terminating party at least ten (10) days before the proposed termination date, so long as the terminating party (or any of the Principal Shareholders) is not then in breach of this Agreement or the Purchase Agreement.

14. Amendments; Waivers. This Agreement and any Schedule attached hereto may be amended only by agreement in writing of all parties. No waiver of any provision nor consent to any exception to the terms of this Agreement will be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

15. Integration. This Agreement, together with all Schedules hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

16. Best Efforts; Commercially Reasonable Efforts. As used in this Agreement, neither the term "best efforts" nor the term "commercially reasonable efforts" means efforts that require the performing party to do any act that is unreasonable under the circumstances, to make any capital contribution or to expend any funds other than reasonable out-of-pocket expenses incurred in satisfying its obligations hereunder, including but not limited to the fees, expenses and disbursements of its accountants, actuaries, counsel and other professionals.

17. Governing Law; Venue. This Agreement, the legal relations between the parties and any action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of law principles thereof. Any action brought by a party under this Agreement shall be brought in the courts of the State of New York having jurisdiction over controversies arising in the cities of licenses of the Stations. The parties agree that the courts of the State of New York shall be the exclusive forums for all such actions, and hereby waive any objection to venue in those courts based on the doctrine of forum non conveniens or otherwise.

18. Assignment. Licensees shall not assign or transfer (by operation of law or otherwise) its rights or obligations under this Agreement to any third party without the express written consent of Programmer, which consent shall not be unreasonably withheld. Programmer shall have the right to assign or transfer all or any part of this Agreement without the consent of Licensees.

19. Counterparts. This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts will constitute one and the same agreement (or other document) and will become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other party.

20. Parties in Interest. This Agreement will be binding upon and inure to the benefit of each party, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation of any third party to (or to confer any right of subrogation over or action against) any party to this Agreement.

21. Notices. All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a nationally recognized courier service that guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to the Licensees, to:

David Mance
272 Thompson Boulevard
Watertown, New York 13601

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

Lionel Hector
25032 County Route 37
Carthage, NY 13619

If to Programmer, to:

Community Broadcasters, LLC
c/o Northwood Ventures
485 Underhill Blvd. Suite 205
Syosset, New York 11791

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

Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, NW
Washington, D.C. 20037
Attn: Richard R. Zaragoza, Esq. and Miles S. Mason, Esq.

And

Bond, Schoeneck & King, PLLC
One Lincoln Center
Syracuse, New York 13202
Attn: Mikio Miyawak

or to such other address or to such other Person as either party has last designated by such notice to the other party.

22. Waiver. No failure on the part of any party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

23. Attorneys' Fees. In the event of any action for the breach of this Agreement or misrepresentation by any party, the prevailing party will be entitled to reasonable attorney's fees, costs and expenses incurred in such action. Attorneys' fees incurred in enforcing any judgment in respect of this Agreement are recoverable as a separate item. The parties intend that the preceding sentence be severable from the other provisions of this Agreement, survive any judgment and, to the maximum extent permitted by law, not be deemed merged into such judgment.

24. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any governmental entity, the remaining provisions of this Agreement

to the extent permitted by law will remain in full force and effect provided that the intent and purpose of the parties are not frustrated thereby. In the event of any such determination, the parties agree to attempt to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

25. Certifications.

(a) Each Licensee hereby certifies that it has and shall maintain ultimate control over such Licensee's Station's facilities, including specifically control over such Station's finances, personnel and programming.

(b) Programmer hereby certifies that the arrangement with Licensees as set forth herein and as contemplated in all aspects of operation is and shall remain in compliance with the provisions of 47 CFR 73.355 (a) and (c).

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

COMMUNITY BROADCASTERS, LLC

By: _____
Name: James L. Leven, President and CEO

FORCE COMMUNICATIONS, INC.

By: _____
Name:

CLANCY-MANCE COMMUNICATIONS, INC.

By: _____
Name:

JEFFERSON BROADCASTING, INC.

By: _____
Name:

CLANCY-MANCE COMMUNICATIONS NORTH, INC.

By: _____
Name:

David Mance

John Clancy