

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT ("Agreement"), entered into on this ____ day of April, 2000 by and between DuBois Area Broadcasting Co., Inc. ("DuBois") and CSN International ("CSN")

WITNESSETH

WHEREAS, DuBois is licensee of FM radio broadcast station WREQ(FM), DuBois, Pennsylvania (the "Station"); and

WHEREAS, CSN wishes to produce and news, public service and entertainment programming in a spiritual context for the area served by the Station and to sell broadcast time or obtain underwriting in order to obtain financial support for such programming; and

WHEREAS, DuBois wishes to obtain such programming for broadcast by the Station and CSN wishes to provide such programming to the Station;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Programming.**

(a) During the term of this Agreement, CSN will produce or otherwise obtain for broadcast by the Station news, public service and entertainment programming and will make such programming available to DuBois for broadcast by the Station. Such programming will conform in all material respects with all rules, regulations, and policies of the Federal Communications Commission ("FCC").

(b) Nothing herein shall be construed as limiting in any way DuBois's rights and obligations as a licensee of the FCC to make the ultimate programming decisions for the Station. DuBois will be responsible for insuring that the Station's overall programming is responsive to community needs and in the public interest. DuBois has the authority, in its sole discretion to reject and refuse to transmit any programming produced or proposed by CSN that DuBois in its good faith sole discretion, deems to be unsatisfactory, unsuitable, or contrary to the public interest.

(c) DuBois shall have the absolute right to pre-empt programming provided by CSN and to instead broadcast programming on the Station which in the exercise of its discretion it deems to be of greater importance to the public. Such programming may include, but will not be limited to, emergency announcements and programs produced by DuBois which are designed to address the problems and interests of the residents of DuBois, Pennsylvania, to the extent that such needs and interests have not otherwise been addressed in programming produced by CSN. DuBois shall advise CSN of such pre-emption in advance if possible and in any event will provide

immediate written notification of such pre-emption to CSN, describing the substitute programming broadcast by the Station and the reasons for such pre-emption.

(d) Subject to the rights and responsibilities of DuBois as set forth in this Section, all air time on the Station shall be reserved for the exclusive use of CSN. CSN will have the exclusive right to sell advertising time or to obtain underwriting and to retain the proceeds of such efforts for those time periods when the Station broadcasts programming provided by CSN.

2. **Consideration.** As consideration for the air time and studio production facilities made available under this Agreement, CSN shall reimburse DuBois for the expenses incurred by DuBois in connection with the transmission of programming provided by CSN pursuant to Section 1 of this Agreement, including but not limited to utilities (electricity, telephone), music license fees, FCC fees, equipment maintenance and repair, insurance, taxes (except for taxes on the income of DuBois). CSN shall reimburse DuBois for the salaries of the two DuBois employees identified in Section 3(b) of this Agreement, but such salaries shall not exceed the salaries for those positions as of March 1, 2001. CSN shall not be responsible for any expenses of DuBois, such as legal fees, which do not directly relate to the performance of CSN's obligations under this Agreement. The payments contemplated by this Section 2 shall be paid by CSN to DuBois no later than the tenth (10th) day of the month after the month in which DuBois provides documentation of such expenses to CSN.

3. **Licensee's Responsibilities.** DuBois is and will remain responsible for the operation of the Station in conformance with all applicable rules, regulations and policies of the FCC. In addition to the programming rights and responsibilities referenced in Section 1 of this Agreement, such responsibilities will include, but will not be limited to:

- (a) maintenance of a main studio within the area required by the FCC's rules;
- (b) employment of at least two employees on a full time basis, one of whom shall be the Station's full time manager;
- (c) compliance with the FCC's Emergency Alert System ("EAS") monitoring and response requirements;
- (d) maintenance of a public inspection file;
- (e) maintenance of a political file and the provision of reasonable access, lowest unit rates and equal opportunities to candidates for political office;
- (f) operation of the Station in conformance with the FCC's technical rules and all routine maintenance and repairs of the Station's transmission facilities, and employment of a chief operator;
- (g) maintenance of logs relating to the technical operations of the Station;

- (h) inspection and maintenance of any tower lighting and painting which may be required under the terms of the Station permit or license;
- (i) station identification announcements;
- (j) payment of all salaries, taxes, utilities (electricity, telephone), insurance or other financial obligations incurred in connection with the operation of the Station and which have not been expressly assumed herein by CSN; and
- (k) receiving and responding to inquiries and other communications from the FCC or the public which concern the operations of the Station.

4. **Programmer's Responsibilities.** CSN will utilize the Station facilities and will broadcast programming consistent with all pertinent FCC rules and policies, subject to the overall supervision and direction of DuBois. CSN shall be responsible for paying all costs relating to the production or acquisition of programming by CSN and the supplying of such programming or broadcast by the Station, including, but not limited to, salaries, commissions and music license fees. When requested by DuBois, CSN will provide to DuBois program schedules, play lists, commercial and/or public service continuity, descriptions of program continuity, descriptions of program content, and any other materials reasonably necessary for DuBois to review and evaluate the programming by CSN which has been or will be broadcast by the Station. CSN will in any event provide DuBois with a quarterly report listing news and other public service programming provided by CSN for broadcast by the Station, in a form and fashion suitable for inclusion in DuBois's quarterly issues-programs lists, at least one (1) week prior to the time that each such issues-programs list must be placed in the Station's local public inspection file. DuBois will make the Station's studio facilities and all tangible assets of the Station, including but not limited to its music library, available to CSN for the production of programming and commercial matter to be broadcast by CSN pursuant to this Agreement.

5. **Meetings and Exchange of Information.**

- (a) Management representatives of DuBois and CSN shall meet at least once per month at a mutually agreeable time and place to discuss the operation of the Station pursuant to this Agreement. Such meetings may address, among other matters:
 - (1) the program policies of DuBois and CSN (to include the rejection or pre-emption of programming by DuBois);
 - (2) program schedules;
 - (3) the needs and interests of the public in DuBois, Pennsylvania, as perceived by DuBois and the production of programming by CSN designed to address such needs and interests;

- (4) the coordination of the Station's hourly station identification announcements; and
- (5) any other matters relating to the programming provided by CSN and/or the ongoing operation of the Station.

(b) Each party hereto will promptly advise the other of any inquiry or complaint which is related to the operation of the Station or to the broadcast of programming by the Station. Each party also will promptly advise the other of any request to purchase political advertising to be broadcast by the Station. CSN will provide to DuBois all documents and other information in CSN's possession which may be necessary and appropriate for the preparation of a response by DuBois and shall otherwise cooperate with DuBois so that DuBois may fully and accurately respond to such inquiry, complaint or request to purchase political advertising time.

6. **Compliance with Copyright Act.** CSN represents and warrants to DuBois that CSN has full authority to broadcast its programming, and that CSN will not broadcast any material in violation of the Copyright Act. All music supplied by CSN shall be: (i) licensed by ASCAP, BMI or SESAC; (ii) in the public domain; or (iii) cleared at the source by CSN.

7. **Indemnification.**

(a) CSN will indemnify and hold harmless DuBois from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, arising out of the programming produced or otherwise obtained by CSN and broadcast by the Station, any contract, lease or other agreement entered into by CSN, or any breach or default of this Agreement by CSN, to the extent permitted by law.

(c) DuBois shall not be entitled to indemnification pursuant to this Section unless such claim for indemnification is asserted in writing, and delivered to CSN within fifteen (15) business days after DuBois has received documentation asserting such claim, loss, cost, liability, damages, FCC forfeiture or other expenses for which indemnification is sought.

(d) Upon receipt of the notice specified by Section 7(c) hereof, the CSN may assume the defense of such claim and may defend, compromise, settle or otherwise resolve such matter if:

- (1) notice of such assumption is provided to DuBois within ten (10) business days after receipt of the notice specified in Section 7(c);
- (2) the duty to indemnify DuBois is asserted in the notice of assumption; and
- (3) such assumption will not materially prejudice DuBois.

(e) The right of DuBois to obtain indemnification from CSN party shall survive the expiration or termination of this Agreement for a period of one (1) year.

8. **Insurance.** CSN shall provide insurance coverage on all equipment utilized by CSN pursuant to this Agreement in amounts and under terms similar in all material respects to the coverage currently maintained on such equipment by DuBois. CSN shall include activities pursuant to this Agreement under its liability insurance coverage policies.

9. **Interruption of Service.**

(a) DuBois will be responsible for maintaining the transmitter facilities of the Station in good working order and will make such facilities available to CSN for the broadcast of programming broadcast by the Station, except for periods where programming is rejected or pre-empted by DuBois pursuant to Section 1 hereof or where the operation of the Station is temporarily suspended for the purpose of performing maintenance, testing or repairs of the Station's facilities. If operation of the Station has been suspended due to technical problems for a continuous twenty-one (21) day period, CSN may terminate this Agreement at any time thereafter upon:

- (1) the provision of ten (10) days prior written notice to DuBois of such termination; and
- (2) DuBois's failure to resume the regular broadcast operations of the Station within such ten (10) day period;

provided, however, that such suspension was not caused by the action or inaction of CSN or its employees, representatives, contractors or agents.

(b) The monthly payment shall be reduced by the percentage of time the Station is unable to broadcast programming supplied by DuBois due to a failure of the equipment maintained by DuBois, unless such inability was caused by the action or inaction of CSN or its employees, representatives, contractors or agents. If DuBois voluntarily decides to preempt CSN's programming pursuant to this Agreement, a pro rata reduction in the monthly payment will be made.

10. **Existing Contracts.** CSN will assume responsibility for all existing contracts for the sale of broadcast time and for other existing contracts of DuBois which have been previously agreed to by the parties and identified in Exhibit A hereto by name of party, nature and extent of obligation, consideration paid and consideration due. CSN will not assume or be liable for any contractual obligation of DuBois which is not specifically identified in Exhibit A, and CSN shall have no obligation to indemnify DuBois with respect to any such obligation.

11. **Specific Performance.** The parties hereto recognize that the programming to be provided by CSN and the Station facilities owned and operated by DuBois are unique properties

whose monetary value cannot readily be ascertained. Accordingly, upon breach of this Agreement by either party, the other party shall have the right to obtain specific performance, in addition to any other remedy which may be available to it as a consequence of such breach, without posting bond or other surety for such equitable relief.

12. **Representations and Warranties of DuBois.** DuBois represents and warrants to CSN as follows:

(a) The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not and will not violate any provisions of, conflict with, result in a breach of, or constitute a default under any contract, agreement or other obligation to which DuBois is a party or by which DuBois is or may be bound.

(b) The Station transmitter facilities are capable of being operated, and DuBois will operate the Station, in material conformity with all applicable local, state, and federal laws, rules, and regulations, including, without limitation, the Communications Act of 1934, as amended, and the rules and regulations of the FCC.

(c) The transmitting facilities of the Station are currently maintained, and shall continue to be maintained, in accordance with good engineering practice and all applicable FCC rules and regulations. The Station complies and will continue to comply with all engineering requirements as set forth in its FCC license and construction permit. The Station is capable of transmitting, and will be operated in such a fashion so as to transmit (except at such time where reduction of power is required for routine or emergency maintenance activities), at the Station's maximum authorized power and in the event of an Act of God preventing such operation, DuBois agrees to use its best efforts to quickly restore operations.

13. **Representations and Warranties of CSN**

(a) The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not and will not violate any provision of, conflict with, result in a breach of, or constitute a default under any contract, agreement or other obligation to which CSN is a party or by which CSN is or may be bound.

(b) CSN has the financial capability, and will retain employees in sufficient number and of sufficient capability to undertake and fully perform and comply with each of the obligations assumed by CSN in this Agreement.

(c) CSN will comply with all applicable federal, state and local laws, rules, regulations and policies, including but not limited to the rules, regulations and policies of the FCC, in connection with the performance of the obligations assumed by CSN in this Agreement.

14. **Effective Date and Term.** This Agreement will become effective on May 1, 2001. It shall continue in force for a period of eighteen (18) months after the effective date unless extended by the mutual agreement of the parties; provided, however, that Sections 7, 12 and 13 hereof shall remain effective for one (1) year beyond such term.

15. **Termination.**

(a) This Agreement may be terminated without cause by either party upon nine (9) months prior written notice to the other party if the party seeking to terminate is not then in material default or breach hereof.

(b) This Agreement may be terminated by either party upon thirty (30) days prior written notice due to the material default or breach of this Agreement by the other party and the failure of such other party to cure such default or breach within such thirty (30) day period; provided, however, that the party providing notice of termination shall not be in material breach or default of this Agreement at the time of such notice.

(c) This Agreement shall terminate upon the assignment of the Station License to CSN.

16. **Assignment.** Neither party may assign its rights or obligations hereunder absent the express written consent of the other party. This Agreement will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns.

17. **Governing Law.** The obligations of the parties are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Communications Act of 1934, as amended, and the Rules and Regulations of the FCC. The construction and performance of the Agreement will be governed by the laws of the Commonwealth of Pennsylvania.

18. **Notices.** All necessary notices, demands and requests shall be deemed duly given upon receipt if mailed by registered mail, return receipt requested, postage prepaid, or sent by overnight receipted courier service and addressed to the following:

If to DuBois:

DuBois Area Broadcasting Co., Inc.
c/o Daniel Brownlee
RR 5 Box 220
Brookeville, PA 15825

If to CSN:

CSN Broadcasting, Inc.
c/o Jeffrey Smith
3232 W. MacArthur Blvd.
Santa Ana, CA 92704

19. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties with regard to the subject matter hereof. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement will be effective unless evidenced by an instrument in writing signed by the parties.

20. **Severability.** If any provision of this Agreement is declared void by the FCC or any court of competent jurisdiction, such provision will, if possible, be modified to the extent necessary to be deemed valid and the validity of any other provision of this Agreement shall not be affected; provided, however, that such modification will preserve each party's material benefits hereunder. In the event that each party's material benefits cannot be preserved, the party which has lost such benefit may terminate this Agreement.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

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

DUBOIS AREA
BROADCASTING CO., INC.

CSN BROADCASTING, INC.

By: _____
President

By: _____
President

CERTIFICATIONS

I hereby certify, under penalty of perjury, that DuBois Broadcasting, Inc. will maintain ultimate control over the facilities of FM Station WREQ(FM), including specifically control over the station's finances, personnel and programming. Executed this ____ day of April, 2001.

DUBOIS BROADCASTING, INC.

By: _____
President

I hereby certify, under penalty of perjury, that the Time Brokerage Agreement between DuBois Broadcasting, Inc. and CSN Broadcasting, Inc., dated as of April ___, 2001, complies with the provisions of Paragraph (a)(1) and (e)(1) of Section 73.355 of the Commission's Rules, dealing with local and national multiple station ownership and audience reach limitations. Executed this ___ day of April, 2001.

CSN BROADCASTING, INC.

By: _____
President