

REBROADCAST and PURCHASE AGREEMENT

BY AND BETWEEN

Communication Ventures Ltd., as Purchaser

AND

Tammy and Michael Celenza, d/b/a M. Celenza Communications, as Seller

Exhibit A: Construction Permits

Exhibit B: Equipment

Exhibit C: Operating Permits

REBROADCAST and PURCHASE AGREEMENT

AGREEMENT made and effective as of this ____ day of September, 2005 by and between Tammy and Michael Celenza, d/b/a M. Celenza Communications, presently residing and with offices located at 41 Kathleen Crescent, Coram, New York 11727, ("Sellers"), and Communication Ventures Ltd., a corporation formed under the laws of the State of New York, with its office and principal place of business at 16 Monmouth Drive, E. Northport, New York 11731 ("Purchaser").

RECITALS

A. Tammy M. Celenza holds an authorization, issued by the Federal Communications Commission ("FCC"), to construct a new FM translator station, under the call sign W235BB (Facility ID No. 142482) to serve the community located principally in Hauppauge, New York, for primary station WLIX-LP (Facility ID No. 131740) ("Construction Permit" as more specifically defined below); and

B. Michael Celenza holds an authorization, issued by the FCC, to construct a new FM translator station, under the call sign W283BA (Facility ID No. 142563) to serve the community located principally in Selden, New York, for primary station WLIX-LP ("Construction Permit" as more specifically defined below); and

C. Sellers own certain equipment for use in connection with the construction of FM translators which Sellers desire to sell to Purchaser ("Equipment" as more specifically defined below) upon the terms and conditions hereinafter set forth, and

D. Purchaser is desirous of purchasing such Equipment and making arrangements for the Translators (defined below) to rebroadcast the programming of a low power FM station with the call sign WLIX-LP, with offices located in Ridge, New York, or such other station as may be allowed in accordance with this Agreement, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of terms and conditions hereinafter set forth and the mutual promises of the parties, it is mutually agreed as follows:

I Definitions

1.01 *Construction Permits* means collectively the permits issued by the FCC to each of Tammy Celenza and Michael Celenza dated June 28, 2005 and May 25, 2005, respectively, and all amendments and modifications thereto, copies of which are attached as Exhibit A, which provide for WLIX-LP as the primary station being rebroadcast to the principal communities of Hauppauge and Selden, NY.

1.02 *Effective Date* shall mean September 10, 2005

1.03 *Equipment* means all the materials and equipment set forth on Exhibit B or otherwise necessary to place the Translators on the air.

1.04 *Operating Permits* means collectively the permits issued by the FCC to each of Tammy Celenza and Michael Celenza dated June 28, 2005 and August 15, 2005, respectively, and all amendments and modifications thereto, copies of which are attached as Exhibit B, which provide for the operation of the Translators for WLIX-LP as the primary station being rebroadcast to the principal communities of Hauppauge and Selden, NY.

1.05 *Term* shall mean twenty-four (24) months after November 1, 2005.

1.06 *Tower* shall mean the transmission towers located near Hauppauge and Selden, NY on which the Translators shall be installed.

1.07 *Translators* mean the new translator stations to be constructed pursuant to the Construction Permits and comprise a low power, non-fill-in service on the FM broadcast band (88 to 108 MHz) which complements the primary FM service provided by station WLIX-LP, with offices

located in Ridge, New York, or such other station as may be allowed in accordance with this Agreement.

2 Translator Installation and Operation

2.01 Sellers represent and warrant to Purchaser that Sellers shall place the Translators on the air no later than November 1, 2005, and shall operate the Translators continuously during the Term at Sellers sole cost and expense, including without limitation entering into and maintaining all necessary agreements for installation on the Tower.

2.02 Sellers further represent and warrant that the Translators and their operation thereof shall conform and comply in all respects with applicable Federal rules and regulations, including but not limited to Title 47 CFR Part 74.

2.03 Sellers shall obtain the permission of the FCC and the primary station to rebroadcast its programming before commencing operation.

3 Equipment, Purchase Price and Payment

3.01 Sellers hereby sell and Purchaser hereby purchases the Equipment free and clear of any debts, mortgages, security interests or other liens or encumbrances.

3.02 The purchase price for the Equipment is SIXTEEN THOUSAND NINE HUNDRED (\$16,900.00) DOLLARS to be paid by check made payable to Sellers upon the latter of full execution of this Agreement by Sellers and Purchaser and proof to Purchaser's satisfaction that the Construction Permits have been issued and are in order.

3.03 Title to the Equipment shall pass to Purchaser upon payment.

4 Monthly Payments

4.01 Commencing on November 1, 2005 or such other date as the Translators become operational if later and continuing on the first day of each successive month during the Term, Purchaser shall pay Sellers the sum of FOUR THOUSAND DOLLARS (\$4,000.00) in consideration for the operation and maintenance by the Sellers of the Translators pursuant to the terms and conditions of this Agreement. The first monthly payment shall be prorated if the Translators are not on air on or before November 1, 2005, unless Purchaser terminates this Agreement, as provided in Section 10 below.

4.02 If Purchaser fails to make such monthly payment, and such failure is not cured within 10 days after receipt of written notice from Sellers, then Sellers may terminate this Agreement on further written notice to Purchaser as provided in Section 10 below.

5 Option to Purchase Translators

5.01 At the end of the Term, subject to prior FCC approval, Purchaser shall have the option to purchase the Translators, including all of the equipment owned by Sellers and used in the operation of the Translators, and to be assigned the licenses issued by the FCC for the operation of the Translators, for the sum of ONE HUNDRED FIFTY TWO THOUSAND (\$152,000.00) DOLLARS; provided, however, that purchaser must notify sellers in writing no later than 18 months after the date of this Agreement that it intends to exercise the option. If such notification is not given and the Translators are not purchased, the purchase price for the equipment, SIXTEEN THOUSAND NINE HUNDRED DOLLARS (\$16,900.00), shall become non-refundable.

5.02 Payment shall be made as follows or otherwise as the parties may agree:

5.02.01 By wire transfer to an account designated by Michael and Tammy Celenza.

5.03 At any time during the Term, Purchaser may apply for FCC approval of the purchase of the Translators and the assignment of the operating license, to be effective at the end of the Term.

5.04 Sellers shall cooperate with Purchaser in applying for and obtaining such FCC approval at no additional cost to Purchasers.

5.05 Sellers also shall assign to Purchaser all of its rights, title and interest in and to use of the Tower or other location for the Translators and shall cooperate with Purchaser in applying for and obtaining the consent of the owner(s) of the Tower or other location of the Translators to continue such location and use if the Purchaser exercises its option under this Section 5.

6 Operation and Maintenance of Translators

6.01 Sellers shall install and, during the Term, operate and maintain the Translators so as to enable the Purchaser to rebroadcast the programming of station WLIX-LP or such other stations as may be permitted pursuant to this Agreement with an availability of twenty-four hours per day, seven days per week.

6.02 Prior to operation, Sellers shall have applied to the FCC and received Operating Permits.

6.03 The sole cost and expense of installing, obtaining permits, operating and maintaining the Translators shall be that of Sellers.

7 Personal Guarantees

7.01 Dennis W. Hood ("Hood") and David M. Gottlieb ("Gottlieb") are the sole shareholders of Purchaser.

7.02 Hood and Gottlieb, jointly and severally, personally guarantee the payment by Purchaser of its obligations to Seller pursuant to Sections 3, 4, 5 and 12 herein.

7.03 Hood and Gottlieb further guarantee such payment obligations of Purchaser in the event of dissolution, insolvency or business failure, or any assignment for benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium of other debtor relief proceeding by or against Purchaser or either Hood or Gottlieb, or by the appointment of a receiver for, or the attachment, restraint of or levying of any order of court or legal process affecting the property of Purchaser or either Hood or Gottlieb.

8 Representations and Warranties of Sellers

Sellers represent and warrant to Purchaser as follows:

8.01 Sellers have full power and authority and all licenses, permits and authorizations necessary to enter into and execute this Agreement and to perform their obligations contained herein, including without limitation Construction Permits. Sellers will obtain Operating Permits promptly following completion of installation of the Translators so as to enable full operation on or before November 1, 2005.

8.02 This Agreement constitutes the valid and legally binding obligation of Sellers, enforceable in accordance with its terms and conditions. Except with respect to the Purchaser's option at the end of the Term, Sellers need not give any notice to, make any filing with, or obtain any authorization, consent or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

8.03 Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated herein, will (i) violate any constitution, statute, regulation, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Sellers are subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or

other arrangement to which Sellers are a party or by which they are bound or to which the Translators or any of the Equipment is subject.

8.04 Sellers have good and marketable title to the Equipment, free and clear of all liens, encumbrances, security interests or the like.

8.05 Sellers have or will have entered into a contracts, effective prior to November 1, 2005, to install and locate the Translators on the Towers, which contracts fully permit Sellers to operate and maintain the Translators for the benefit of Purchaser and otherwise as provided in this Agreement.

8.06 All of the Equipment is new, of first class quality and fit for its intended purpose and use. Without limiting the foregoing, Sellers warrant that the Equipment consists of all of the equipment and material necessary to install ad operate the Translators and that it meets the requirements for FCC certification under 47 C.F.R. §74.1250.

8.07 The representations and warranties contained in this Section 8 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 8 not misleading.

9 Representations and Warranties of Purchaser

Purchaser represents and warrants to Sellers as follows:

9.01 Purchaser has the full corporate power and authority to enter into and execute this Agreement and to perform its obligations contained herein.

9.02 This Agreement constitutes the valid and legally binding obligation of Purchaser, enforceable in accordance with its terms and conditions. Except with respect to the Purchaser's

option at the end of the Term, Purchaser need not give any notice to, make any filing with, or obtain any authorization, consent or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

9.03 Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Purchaser is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Purchaser is a party or by which it is bound.

10 Termination; Default

10.01 Sellers may terminate this Agreement if, after sending written notice to Purchaser specifying one or more of the following defaults, Purchasers have failed to commence to cure such default within thirty (30) days after receipt of written notice from Sellers. Purchaser shall be in default under this Agreement if it:

10.01.01 Fails to make any payment to Sellers hereunder when due and fails to cure such non-payment within 10 days after notice thereof from Sellers; or

10.01.02 Breaches any representation or warranty to Seller hereunder.

10.02 Purchasers may terminate this Agreement if, after sending written notice to Sellers specifying the default, Sellers have failed to commence to cure such default within thirty (30) days after receipt of written notice from Purchaser. Sellers shall be in default under this Agreement if they, or either of them:

- 10.02.01 Breach any representation or warranty to Purchaser hereunder;
- 10.02.02 Violate any provisions of applicable law with respect to the Construction Permits;
- 10.02.03 Fail to install the Translators and commence operation by November 1, 2005;
- 10.02.04 Fail to operate and maintain the Translators during the Term; or
- 10.02.05 Fail to enter into and maintain the agreement for the Towers during the Term.

10.03 In addition to the remedies available to Purchaser hereunder and under applicable law, in the event of an uncured breach by Sellers, Purchaser, at its sole option, may tender the Equipment back to Seller for a refund of the SIXTEEN THOUSAND NINE HUNDRED DOLLAR (\$16,900.00) purchase price.

11 Further Cooperation

11.01 If the license of station WLIX-LP breaches its agreement with Purchaser for rebroadcast of its programming, Purchaser shall have the right to use the Translators in connection with another station, subject to FCC approval. Sellers agree to cooperate with Purchasers in applying for such approval.

11.02 Sellers also shall cooperate with Purchaser to obtain renewal or other extension of the agreement for the Towers at Purchaser's request.

12 Indemnification

12.01 Sellers shall indemnify and save Purchaser harmless from and against all claims, losses, damages and liabilities arising out of any claims, actions, judgments, expenses (including

reasonable attorneys' fees) or proceedings of third parties based upon: (a) any breach or violation of any representations, obligations or covenants of Sellers contained in this Agreement; or (b) the operation or use of the Translators or Equipment during the Term..

12.02 Purchaser shall indemnify and save Sellers harmless from and against all claims, losses, damages and liabilities arising out of any claims, actions, judgments, expenses (including reasonable attorneys' fees) or proceedings of third parties based upon any breach or violation of any representations, obligations or covenants of Purchaser contained in this Agreement.

12.03 The Party seeking indemnification shall give written notice thereof to the other Party promptly after it learns of the existence of a matter giving rise to a claim under paragraphs 12.01 or 12.02 above, and the Party from whom indemnification is sought shall have the opportunity to participate in any action appropriate to the matter, including without limitation the right to assume the defense of any such action, claim or demand. Unless the Party from whom indemnification is sought elects to assume the defense of such claim, demand or action, such defense shall be conducted by counsel satisfactory to the indemnified Party against whom such claim, action or demand was asserted, but nothing herein contained shall prohibit the indemnifying Party from participating in such defense using its own counsel. Regardless of whether such defense is assumed, the Parties shall fully cooperate in any such action, including without limitation making available to each other books and records for the defense of any claim, demand or action and keeping each other reasonably informed of the progress of such action. If a Party from whom indemnification is sought in connection with any such claim, action or demand of third parties does not avail itself of the opportunity to defend or resist such claim, action or demand within thirty (30) days after the notice from the Party seeking indemnification (or such shorter time specified in the notice as the circumstances of the matter may dictate), the Party seeking indemnification shall be free to dispose of the matter in any way which it deems in its best interest.

13 Notices

13.01 Any notice, request or other document to be given hereunder to any party shall be in writing and sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

13.01.01 If to Sellers:

Tammy and Michael Celenza
41 Kathleen Crescent
Coram, New York 11727

With a copy to:

Lauren A. Colby, Esquire
10 East 4th Street
Frederick, Maryland 21701

13.01.02 If to Purchaser:

Communication Ventures Ltd.
Attention: President
16 Monmouth Drive
E. Northport, New York 11731

With a copy to:

Nogee & Wartel
585 Stewart Avenue, Suite 705
Garden City, New York 11530

13.02 Either party may change its address for receiving notices by giving written notice of such change to the other party.

14 Miscellaneous

14.01 This Agreement shall not confer any rights or remedies upon any Person other than the Parties.

14.02 The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

14.03 This Agreement shall be governed by and construed in accordance with the Laws of the State of New York.

14.04 This Agreement may be executed in one or more counterparts and/or by facsimile signature, each of which counterparts shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be binding upon any of the signatories hereto unless and until it has been executed by all of the entities and persons whose signatures are provided for below.

14.05 This Agreement, the exhibits hereto, and the agreements, contracts and instruments, if any, delivered pursuant hereto contain the entire agreement between the parties and supersede all prior agreements, contracts and undertakings between the parties relating to the subject matter hereof.

14.06 This Agreement may not be modified, altered, amended or changed, except in writing and signed by the parties, their legal representative, successors or permitted assigns.

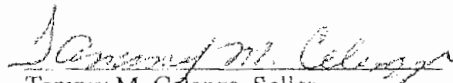
14.07 This Agreement may not be assigned without the prior written consent of the Parties and any such un-permitted assignment shall be void.

14.08 The gender and numbers used in this Agreement are used as a reference term only, and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural or vice versa where necessary or appropriate.

14.09 The parties represent that NO BROKER brought about this transaction.

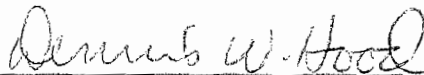
[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

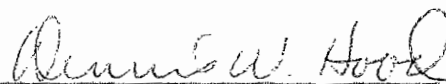

Tammy M. Celenza, Seller


Michael Celenza, Seller

Communication Ventures Ltd., Purchaser

by 

Title: President & Treasurer


Dennis W. Hood, as Guarantor

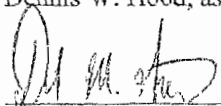

David M. Gottlieb, as Guarantor

EXHIBIT A



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER STATION
CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

TAMMY M. CELENZA
41 KATHLEEN CRESCENT
CORAM NY 11727

[Signature]
James D. Bradshaw

Deputy Chief
Audio Division
Media Bureau

Facility Id: 142482
Call Sign: W235BB
Permit File Number: BMPFT-20050621AAM

Grant Date: JUN 28 2005
The authority granted herein has
no effect on the expiration date
of the underlying construction
permit.

This Permit Modifies Permit No.: BNPFT-20030708ACE

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Name of Permittee: TAMMY M. CELENZA

Principal community to be served: NY-HAUPPAUGE

Primary Station: WLNG (FM) , Channel 221, SAC HARBOR, NY

Via: NEW

Frequency (MHz): 94.9

Channel: 235

Hours of Operation: Unlimited

Sign: W235BB

Permit No.: BMPFT-20050621AAM

Antenna Coordinates: North Latitude: 40 deg 48 min 55 sec

West Longitude: 73 deg 10 min 44 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules

Antenna type: (directional or non-directional): Directional

Major lobe directions 230
(degrees true):

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.01	0.01
Height of radiation center above ground (Meters):	86	86
Height of radiation center above mean sea level (Meters):	144	144

Antenna structure registration number: 1054022

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 Prior to commencing program test operations, FM Translator or FM Booster permittee must have on file at the Commission, FCC Form 350, Application for an FM Translator or FM Booster Station License, pursuant to 47 C.F.R. Section 74.14.

*** END OF AUTHORIZATION ***



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER STATION
CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

MICHAEL CELENZA

41 KATHLEEN CRESCENT

CORAM NY 11727

James D. Bradshaw fir

James D. Bradshaw

Deputy Chief

Audio Division

Media Bureau

Facility Id: 142563

Call Sign: W284AZ

Permit File Number: BNPFT-20030709ABW

Grant Date: MAY 25 2004

This permit expires 3:00 a.m.
local time, 36 months after the
grant date specified above.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Name of Permittee: MICHAEL CELENZA

Principal community to be served: NY-SELDEN

Primary Station: WLNG (FM) , Channel 221, SAG HARBOR, NY

Via: Direct - off-air

Frequency (MHz): 104.7

Channel: 284

Hours of Operation: Unlimited

Callsign: W284AZ

Permit No.: BNPFT-20030709ABW

Antenna Coordinates: North Latitude: 40 deg 50 min 32 sec

West Longitude: 73 deg 02 min 25 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission

Antenna type: (directional or non-directional): Non-Directional

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.01	0.01
Height of radiation center above ground (Meters):	78	78
Height of radiation center above mean sea level (Meters):	157	157

Antenna structure registration number: 1003317

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 Prior to commencing program test operations, FM Translator or FM Booster permittee must have on file at the Commission, FCC Form 350, Application for an FM Translator or FM Booster Station License, pursuant to 47 C.F.R. Section 74.14.

*** END OF AUTHORIZATION ***

United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER STATION
CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

MICHAEL CELENZA
41 KATHLEEN CRESCENT
CORAM NY 11727

George H. Gwinn
Supervisory Engineer
Audio Division
Media Bureau

Facility Id: 142563

Call Sign: W283BA

Permit File Number: BMPFT-20050729APZ

Grant Date: August 15, 2005

The authority granted herein has
no effect on the expiration date
of the underlying construction
permit.

This Permit modifies Permit No.: BNPFT-20030709ABW

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Name of Permittee: MICHAEL CELENZA

Principal community to be served: NY-SELDEN

Primary Station: WLNG (FM) , Channel 221, SAG HARBOR, NY

Via: Direct - off-air

Frequency (MHz): 104.5

Channel: 283

Hours of Operation: Unlimited

Callsign: W283BA

Permit No.: BMPFT-20050729APZ

Antenna Coordinates: North Latitude: 40 deg 50 min 32 sec

West Longitude: 73 deg 02 min 25 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules

Antenna type: (directional or non-directional): Non-Directional

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.01	0.01
Height of radiation center above ground (Meters):	91	91
Height of radiation center above mean sea level (Meters):	170	170

Antenna structure registration number: 1003317

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 Prior to commencing program test operations, FM Translator or FM Booster permittee must have on file at the Commission, FCC Form 350, Application for an FM Translator or FM Booster Station License, pursuant to 47 C.F.R. Section 74.14.
- 2 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

EXHIBIT B

M. Celenza Communications

41 Kathleen Crescent
Coram, NY 11727
Ph: 631-965-0816
Email: Celenza@prodigy.net

January 16, 2005

Mr. Scott Hartill
Pine Barrens Broadcasting
18 Scenic Hills Drive
Ridge, N.Y. 11961

Project Proposal FM TRANSLATORS W284AZ SELDEN, N.Y. W235BB HAUPPAUGE, N.Y.

Project Consists of the Following:

1 FM TRANSMITTERS 30 WATT EACH \$1,500.00

1 FM TRANSMITTER 150 WATT \$4,300.00

2 FM TRANSMIT ANTENNNA SYSTEMS \$1,400.00
O.M.B. MP2 OR EQUIVELANT

2 RECEIVING FM ANTENNAS \$500.00
SCALA

2 FM RECIEVERS TO PICK UP WLIX-LP \$350.00
GENERIC BRAND

1 CABLE HELIAX 7/8" \$2,450.00
ANDREWS CORP.

Field Work-
INSTALLATION OF EQUIPMENT ANTENNAS
SELDEN, N.Y. W284AZ \$1,200.00

INSTALLATION OF EQUIPMENT ANTENNAS
HAUPPAUGE, N.Y. W235BB \$1,200.00

PAGE 2

SEPTEMBER, 19,2005

RENTAL UTILITIES

1 HAUPPAUGE, N.Y. W235BB	\$2,000.00
<u>PER MONTH</u>	
1 SELDEN,N.Y. W284AZ	\$2,000.00
<u>INITIAL COST OF PROJECT</u>	<u>+4,000.00</u>
WITH FIRST MONTHS RENT	\$ 16,900.00

SINCERELY,
MICHAEL CELENZA

CELENZA COMMUNICATIONS