

JOINT SALES AGREEMENT

This Joint Sales Agreement (this "Agreement") is entered into as of July __, 2006, by and between Border International Broadcasting, Inc., a New York corporation ("Licensee"), David Mance ("Principal Shareholder") and Community Broadcasters, LLC, a New York limited liability company ("Community").

WHEREAS, Licensee is the licensee of radio station WBDR(FM), Port Vincent, NY (the "Station");

WHEREAS, Community desires to sell certain advertising time on the Station as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Effective Date and Term.

This Agreement shall be effective as of July 31, 2006 (the "Effective Date"), and shall terminate as set forth in Section 10 hereof (the "Term").

2. Community's Right to Sell Time in the United States; Operation of the Station.

(a) Subject to the terms and conditions hereof, Community shall have the right during the Term to: (i) sell in the United States up to fifteen percent (15%) of the total weekly available spot advertising time on the Station; and (ii) collect, for its own account, the accounts receivable generated therefrom. Subject to the limitations set forth in (i) above, Community shall have the right to any advertising time on the Station between 6AM and Midnight, Monday to Sunday of each week.

(b) Subject only to Licensee's obligations as an FCC Licensee, Community shall have the exclusive right to determine where all of Community's spot advertisements shall be placed. Community shall be responsible for delivering all its advertising to the Station's facilities for airing on the Station. Community shall ensure that the advertising spots it forwards for airing over the Station comply in all material respects with all applicable federal (including but not limited to the Communications Act of 1934, as amended, and the rules, regulations and policies of the Federal Communications Commission (the "FCC")), state and local laws (each, a "Law" and collectively, "All Laws"). Licensee shall have the right, in its sole discretion, to reject or refuse any advertising spots forwarded by Community in accordance with its obligations as a licensee under the Communications Act or other federal or state law. Community shall provide Licensee with its advertising spots upon request in sufficient time for Licensee's review prior to broadcast.

(c) Community shall have no authority with respect to the Station's operations, finances, personnel or programming. Licensee shall retain the right to interrupt and discontinue Community's advertising at any time if Licensee determines, in its sole discretion, that such material is not in the public interest or violates this Agreement, or in case of an emergency or EAS system activation, or for the purpose of providing programming which Licensee determines to be of greater national, regional or local importance. Community shall properly prepare and provide to Licensee upon request (a) all records, complaints and reports of every kind whatsoever which may be required by the FCC to be maintained by the Station as a result of Community's advertising over the Station; and (b) full information with respect to Community's advertising which is responsive to issues of public concern in sufficient detail to enable Licensee to timely prepare all appropriate or necessary records and reports required by All Laws.

3. Consideration for the Right to Sell Time on the Station.

Subject to the terms and conditions of this Agreement, in consideration for the right to sell advertising time on the Station in the United States for its own account, and to collect certain revenues as set forth herein, Community shall pay to Licensee the consideration, in the amounts and at the times, set forth in Exhibit A hereto.

4. Programming.

Licensee shall be exclusively responsible for the Station's format and for all programming aired on the Station and for compliance with all related obligations under the Communications Act. In the event Licensee changes the programming on the Station and such change is likely to have a material adverse impact on Community, Community shall have the right to terminate this Agreement upon written notice without further liability.

5. Station Facilities; Employees.

(a) Licensee Responsibility. Licensee shall be responsible for all costs associated with the Station's transmitter site operation, including, but not limited to, utilities, lease payments and leasehold improvements, FCC fees and expenses, taxes, insurance, security, equipment and vehicle expenses and all other costs and expenses associated with maintenance and operation of the Station's facilities and equipment.

(b) Community Responsibility. If Community receives, by any means, any correspondence from any agency of government, from any advertiser or from any member of the public relating to the Station, Community shall provide Licensee with a complete copy of such correspondence.

(c) Employees. Licensee shall be solely responsible for salaries, bonuses, overtime, severance, disability, accrued vacation, sick leave, maternity and other leave, travel charges, taxes, insurance, hiring and all other costs ("Employee Costs") related to its own employees, agents, contractors and representatives (full, part-time and temporary) involved in the operation of the Station, but not sales personnel and sales representatives of Community for whom Community shall be solely responsible.

6. Licensee's Representations, Warranties and Covenants. Licensee represents, warrants and covenants to Community that:

(a) Qualification. Licensee is a corporation duly organized, validly existing and in good standing under the laws of the State of its incorporation, and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Licensee has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by the shareholders and the Board of Directors of Licensee and no other proceedings on the part of Licensee are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Licensee and constitutes the legal, valid and binding agreement of Licensee enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) Authorizations. Licensee holds all permits and authorizations necessary for the operation of the Station including all FCC permits and authorizations. Licensee will continue to hold such permits and authorizations throughout the Term. There is not now pending or to Licensee's knowledge, threatened, any action by the FCC or other party to revoke, cancel, suspend, refuse to renew, or modify adversely any of the licenses, permits or authorizations necessary to the operation of the Station, and no event has occurred that allows or, after notice or lapse of time or both, would allow, the revocation or termination of such licenses, permits or authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station as presently conducted.

(c) No Violation; Litigation Licensee is not in material violation of any statute, ordinance, rule, regulation, order or decree of any federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets. Licensee is not subject to any order, writ, injunction, judgment, arbitration decision, settlement or consent agreement, or decree having binding effect and affecting the business of the Station or that restrains or enjoins or could otherwise adversely affect the transactions contemplated hereby, and no such proceeding is pending. There is no litigation pending by or against or, to Licensee's knowledge, threatened against Licensee or the Station. The present uses by Licensee of the Station does not violate any such laws, regulations, orders or decrees in any material respect. To Licensee's knowledge, there is not (i) any threatened litigation regarding the business of such Station; or (ii) any basis for any claim that any of the transactions contemplated under this Agreement violates the terms of any of agreement of Licensee, or would be otherwise impermissible.

(d) Compliance. Licensee shall be responsible for the Station's compliance with all applicable provisions of the Communications Act and the rules, regulations and policies of the FCC and all other applicable laws and for all costs and expenses in connection therewith.

(e) Transmitting Facilities. The transmitting facilities of the Station are currently maintained and shall be maintained in accordance with good engineering practice and

all applicable FCC rules and regulations. The Station currently complies with and shall continue to comply with all engineering requirements as set forth in its FCC authorizations, and Licensee shall take all steps reasonably necessary to ensure continued compliance therewith. Licensee shall consult with Community prior to seeking any modification to the licenses of the Station, and shall not modify the facilities of the Station in any manner that would result in a material reduction in the signal coverage of the Station. Licensee shall maintain in good working order and repair the Station's equipment used in connection with the broadcast of the Station's program material consistent with past practices, and shall bear full and exclusive responsibility for all expenditures that may be necessary in order to maintain the Station's equipment in such good working order and repair.

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

(g) Material Contracts. Licensee has delivered to Community copies of all material contracts relating to the Station, including, without limitation, the Agreement dated April 30, 2004 between Licensee and 2045422 Ontario Limited (the "Ontario Agreement"). Such agreements are valid and in full force and effect, and shall remain in full force and effect, and no breach or default, alleged breach or default, or event that would (with the passage of time, notice or both) constitute a breach or default, has occurred with respect to such agreements and this Agreement, and the transactions contemplated hereby, does not, and will not, cause a breach or default under such contracts. The execution, delivery and performance of this Agreement by Community or Licensee will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of Licensee, (ii) result in a material default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, contract lease or other instrument or obligation of Licensee, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Licensee, or (iv) require the consent or approval of any governmental authority, lending institution or other third party. Except as set forth in Exhibit A hereto, Licensee shall be solely responsible for compliance with all of the terms of the Ontario Agreement and all other agreements of Licensee with respect to the Station, including without limitation the payment of all amounts due thereunder. Within thirty (30) days of written request by Community, Licensee shall promptly amend the terms of the Ontario Agreement, in form and substance acceptable to Community, in its sole discretion.

(h) Emergency Broadcasting. Licensee shall maintain appropriate EAS receivers, tone generators, and such other equipment as may be required to conform to FCC rules and regulations.

(i) No Encumbrances. Throughout the Term, there shall be no liens, encumbrances, foreclosures, contractual defaults or outstanding balances of any kind or nature whatsoever which would impede or prevent full and complete access to and use of the facilities of the Station for the transmission of Community's advertising and the full performance by Licensee and by Community of their obligations under this Agreement.

(j) Prompt Payment of Expenses. Licensee shall promptly pay when due any and all expenses or obligations of any kind and nature relating to the operation of the Station, and shall take all steps necessary to ensure the continued uninterrupted use of the Station's equipment and facilities by Community.

7. Payola/Plugola.

Community agrees that neither it nor its employees, agents, consultants or representatives shall promote on the Station any enterprise in which it or they hold a financial interest, or 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, supplies or other merchandise, services or labor (collectively "Compensation"), whether or not pursuant to written contracts or agreements between Community and merchants or advertisers, unless the financial interest is disclosed in the programming, or the payer is identified in the programming for which Compensation was provided as having paid for or furnished such Compensation, in accordance with All Laws.

8. Compliance With Law.

Community and Licensee each agrees that, throughout the Term, it will comply with All Laws, including, but not limited to, the FCC's technical, political broadcasting, obscenity and indecency regulations, fair trade practice regulations, lottery broadcast regulations, sponsorship identification rules, and sales practice regulations, and all FCC rules applicable to programming, and advertisements of any kind. Subject to the supervision and direction of Licensee, Community shall provide, make available to, and sell, advertising time to political candidates in compliance with All Laws.

9. Indemnification.

(a) Community's Indemnification. Community shall indemnify and hold Licensee, its owners, officers, directors, employees, agents and representatives harmless for any material loss, damage or injury of any kind sustained by Licensee, its owners, officers, directors, employees, agents and representatives resulting from Community's breach of this Agreement, from any material provided by or on behalf of Community that is broadcast on the Station (not including advertising provided by Licensee), from the sale by Community of advertising on the Station.

(b) Principal Shareholder and Licensee's Indemnification. Principal Shareholder and Licensee, jointly and severally, shall indemnify and hold Community, its owners, officers, directors, employees, agents and representatives harmless for any material loss, damage or injury of any kind sustained by Community, its owners, officers, directors, employees, agents and representatives resulting from Licensee's breach of this Agreement, from the broadcast of any material provided by Licensee that is broadcast on the Station, from any obligations of Licensee pursuant to the Ontario Agreement and from any other actions relating to the Ontario Agreement, and from any material act or omission of any kind whatsoever by Licensee.

(c) Survival. Neither Licensee nor Community shall be entitled to indemnification pursuant to this section unless such claim for indemnification is asserted in writing delivered to the other party. The representations and covenants of Licensee and Community and their obligation 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.

10. Termination and Remedies Upon Default.

(a) Termination. In addition to other remedies available at law or Community, this Agreement may be terminated as set forth below by either Licensee or Community by written notice to the other if the party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following:

(i) Subject to the parties obligations under Section 12 hereof, 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) The other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days after written notice from the non-breaching party;

(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; or

(v) closing on the sale of the Station to Community in accordance with Section 20 hereof.

(b) Notwithstanding the foregoing, Community shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to Licensee. In the event of termination, all accounts receivable for spot advertising sales on the Station by Community aired prior to the termination of this Agreement, and any payments received by Licensee relating thereto, shall be collected for the sole benefit of Community and shall be promptly paid in full, without any setoff or deduction, to Community.

11. Notices.

All necessary notices, demands and requests permitted or required under this Agreement shall be in writing and shall be deemed given either by personal delivery, overnight mail,

certified or registered mail or facsimile. Delivery of any notice, statement or other document to either party shall be deemed complete if and when such notice, statement or document is personally delivered to such party, upon receipt by such party of a facsimile, or within four (4) days after being mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Licensee, 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, New York 13619

If to Programmer, to:

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

with a courtesy 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 Miyawaki

12. Severability.

The parties agree that if one or more provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect under any applicable Law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired; provided, that, the parties shall negotiate in good faith to amend, modify or otherwise reform this

Agreement (or portion thereof) to comply with such Law and preserve or restore, as the case may be, the rights and benefits contemplated by this Agreement or otherwise provide to the parties hereto rights and benefits substantially similar to those contemplated by this Agreement. If, within a reasonable time, after using best efforts and in good faith, the parties cannot modify or amend the Agreement or “sever” an invalid, illegal or unenforceable provision to bring the Agreement into compliance with Law, then the termination provisions of Section 10 shall be available.

13. Transactions with Affiliates.

Except as specifically contemplated by this Agreement, Licensee shall not, directly or indirectly, undertake a transaction relating to the Station with itself, its officers, directors or any of its affiliates, including, but not limited to the promotion of any television or radio station or any other business of Licensee or any affiliate of Licensee, except in the ordinary course of business and upon commercially reasonable terms.

14. Entire Agreement; Modification.

This Agreement contains all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be modified, altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

15. Construction.

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 city of license of the Station. 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.

16. Headings.

The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

17. 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.

18. No Partnership Or Joint Venture Created.

Nothing in this Agreement shall be construed to make Licensee and Community partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.

19. Assignment.

Licensee 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. Community shall have the right to assign or transfer all or any part of this Agreement without the consent of Licensee..

20. Option; Right of First Refusal; Option.

The parties hereby agree that Community shall have the right (“Option”), exercisable in Community’s sole discretion, to purchase, subject to the prior consent of the FCC, the Station, free and clear of all liens and encumbrances, for a purchase price equal to [the fair market value of the Station at the time of such exercise], exercisable at any time upon written notice to Licensee, subject to the prior consent of the FCC. Within ten (10) days of written notice of the exercise of the Option, the parties shall file an application with the FCC for approval of the assignment of the Station to Community. A closing shall be held within five (5) days of the approval of the assignment of the Station to Community becoming a Final Order. In the event that Licensee receives a bona fide third party offer for the purchase of the Station, Licensee shall promptly notify Community of the terms and conditions of such offer and Community shall have a right of first refusal (“Right of First Refusal”) to purchase the Station on materially the same terms and conditions as such offer. If Community exercises its Right of First Refusal as set forth above, the parties, in good faith shall thereafter enter into an asset purchase agreement that conforms to the offer of the bona fide third party without additional terms and conditions, unless mutually agreed to by both parties; provided, however, that if no terms or conditions other than price are set out in the offer, the asset purchase agreement shall then contain terms, conditions, representations and warranties satisfactory to the parties and customary in the industry. Should Community not exercise its Right of First Refusal within forty-five (45) days of notice, the Right of First Refusal shall terminate, and Licensee may continue with the sale of the Station to the third party on the terms set forth in the offer; provided that any third party assignee or purchaser of the Station shall be subject to the terms and conditions of this Agreement.

21. Counterpart Signature.

This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart. A facsimile shall be deemed an original binding on the parties hereto. This Agreement shall be effective as of the date first above written.

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

BORDER INTERNATIONAL BROADCASTING, INC.

By: _____

COMMUNITY BROADCASTERS, LLC

By: _____

As to Section 9 Only:

PRINCIPAL SHAREHOLDERr

By: _____

David W. Mance