

TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement ("Agreement") is made and entered into on this first day of February, 2006 by and between McL/McM-Inc (hereafter the "Licensee") and The St. Pier Group, LLC., a Pennsylvania Limited Liability Company, (hereafter the "Programmer").

WITNESSETH

WHEREAS, Licensee is authorized to operate commercial FM broadcast Station WJJJ, Greensburg, Pennsylvania (FCC Facility Identification Number 72296) (hereafter the "Station") by the Federal Communications Commission ("FCC"); and

WHEREAS, the Licensee desires to obtain a regular source of programming and income for the Station; and

WHEREAS, Programmer desires to provide a program service to the Greensburg, Pennsylvania area using the facilities of the Station; and

WHEREAS, Licensee agrees to provide program time exclusively to Programmer on terms and conditions which conform to Station and FCC policies for time brokerage agreements and as set forth herein; and

WHEREAS, Programmer agrees to utilize the facilities of the Station solely to broadcast such programming of its selection that conforms with the policies of the Licensee, with all rules, regulations and policies of the FCC, and as set forth herein;

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, Licensee and Programmer, intending to be bound legally, hereby agree as follows:

1. **Basic Agreement** Licensee agrees to make available to Programmer time on the Station as set forth in this Time Brokerage Agreement. Programmer shall provide entertainment programming of its selection complete with commercial matter, news, public service announcements and other suitable programming. Subject to the limitations set forth herein, all time on the Station not reserved to Licensee pursuant to Section 2 hereof shall be available for use by Programmer and to no other party. Equipment necessary to operate the Station (and part of the assets which shall be purchased by Programmer) includes the **Cat-Link STL/TSL Unit Model 400** and the **ERI CSU/DSU DNS1000**. Programmer shall be permitted to utilize the above-mentioned equipment until their purchase under the Asset Purchase Agreement.

2. **Reservation of Time** Notwithstanding the foregoing, Licensee shall utilize such time as it may require (██████████ per broadcast week, in segments divisible by thirty (30) minutes) on the Station for the broadcast of its own regularly scheduled news, public affairs, public service, and other programming. Within such time segments reserved for use by Licensee, Licensee shall insert up to ██████████ minutes per week of commercial advertising, promotional announcements, and public service announcements. Licensee hereby designates the hours of ██████████ local Eastern time on ██████████ for such use. Except as set forth in Section 9 herein, to the extent that Licensee utilizes more than ██████████ of

program time per week, or time periods other than the [REDACTED]. Sunday period initially designated in this Section for its own programming purposes, the Brokerage Fee (as defined herein below) payable to Licensee pursuant to Section 4 hereof shall be reduced by a pro rata amount for each minute, or fraction thereof, of such usage.

3. **Effective Date Term** The term of this Agreement shall commence on February 1, 2006 (the "Commencement Date"), at 12:01 a.m. local Eastern time and shall automatically end upon any of the following events:

- (a) the consummation of the sale of the assets and assignment of the license of the Station pursuant to the Asset Purchase Agreement between Licensee and Programmer ("Purchase Agreement");
- (b) the termination of the Purchase Agreement;
- (c) upon thirty (30) days written notice by the Licensee that it is terminating this Agreement due to non-payment by Programmer following thirty (30) days written notice to Programmer of Programmer's failure to pay the Brokerage Fee as set forth in Section 4 below, or
- (d) the date on which an order FCC denying its consent to the assignment of the Station's license to Programmer becomes a Final Order as that term is defined in the Purchase Agreement

4. **Consideration** As consideration for the airtime made available hereunder during the term hereof, Programmer shall render to Licensee the following consideration:

- (a) Programmer shall pay to Licensee a monthly fee (the "Brokerage Fee") commencing on the Commencement Date, and continuing on the first of each month until the expiration or termination of this Time Brokerage Agreement. Such fee shall be calculated as follows:

February through May, 2006:	\$ [REDACTED] per month
June through September, 2006:	\$ [REDACTED] per month
October through January, 2006:	\$ [REDACTED] per month

- (b) At the Programmer's option, this Time Brokerage Agreement may be extended by Programmer's written thirty (30)-day notice to Licensee of such extension, for an additional four months with a payment of \$ [REDACTED] per month. Should this Time Brokerage Agreement be further extended by Programmer's prior written notice to Licensee beyond sixteen months, due to either Licensee's delay or to delay by the FCC or other regulatory bodies in approving the transactions underlying the Purchase Agreement, Buyer shall pay a Brokerage Fee of \$ [REDACTED] per month until closing or termination.

5. **Licensee Operation of the Station** Licensee shall be solely responsible for payment of applicable taxes, insurance, maintenance and utilities for the operation of the Station at its transmitter site and studio facilities and for the salaries, payroll taxes, insurance and other

expenses for Licensee's Station personnel, and Programmer shall be responsible for all other expenses of the Station, including those expenses noted in paragraph 6 below.

6. **Programmer Responsibility** Programmer shall be solely responsible for any expenses incurred in the origination and/or delivery of programming and for any publicity or promotional expense incurred by Programmer, including, but not limited to:

- (a) Power and other utility bills for Programmer's office and studio facilities;
- (b) Insurance costs relating to the Programmer's own assets and operation;
- (c) Programmer's own telephone, delivery and postal service as well as those of the Station;
- (d) Maintenance and repair of Programmer's studio equipment located at the Station;
- (e) Salaries, payroll taxes, insurance and related costs of Programmer's management and other personnel employed by the Programmer;
- (f) Income, gross receipts, sales, real property, personal property, excise and/or any other taxes of any nature whatsoever related to the ownership of Programmer's assets or the Programmer's own programming efforts on the Station; and
- (g) Programmer shall directly pay all music licensing fees that may be attributable to music broadcast during time segments of Station utilized by Programmer where such direct payment is permissible under that licensing arrangement of the affected music licensing organization, and shall reimburse Licensee for such music licensing fees where direct Programmer payment is not feasible.

7. **Overriding Responsibility** It is recognized that all obligations of Licensee hereunder are subject to its overriding obligation as a public trustee to serve the needs and interest of Greensburg, Pennsylvania and to broadcast programming which Licensee views as consistent with those needs and interests and the rules and regulations of the FCC. Programmer shall not exercise control over the Station, and Licensee shall be ultimately responsible for the programming, personnel and finances of the Station.

8. **Licensee's Programming Discretion** Programmer recognizes that Licensee, as holder of the Station's authorization, has the authority and obligation to remain in complete control of the operation of the Station. Nothing herein shall be construed as in any way limiting Licensee's right and obligation as the FCC licensee to make the ultimate and non-delegable decisions concerning the programming to be broadcast on the Station, including but not limited to the right to reject or refuse to air such portions of Programmer's programming as Licensee may, in its sole discretion, believe is unsatisfactory, unsuitable, or contrary to the public interest. Licensee and Programmer will cooperate in an effort to avoid conflicts regarding programming on the Station.

9. **Licensee Authority** Nothing in this Time Brokerage Agreement shall abrogate or limit the unrestricted authority of Licensee to discharge its obligations to the public and to comply with the rules, regulations, and policies of the FCC. Programmer recognizes that Licensee has certain responsibilities as an FCC licensee to air programming that is responsive to the needs of its community of license. Programmer will cooperate with Licensee to insure that such responsive programming is provided on a regular basis; provided, however, that Licensee shall

retain the ultimate discretion to preempt Programmer's programming for the broadcast of such programming. Licensee shall retain the right, within its sole and unfettered discretion, to interrupt, cut into, or preempt Programmer's programming in the event of an emergency or to air programming or an announcement which, in the sole judgment of Licensee, is of overriding public importance; provided, however, that, except for an emergency interruption or preemption, any revenues realized by Licensee as a result of such an interruption or preemption shall promptly be remitted to Programmer.

10. **Political Advertising** Programmer shall cooperate with Licensee to assist Licensee in complying with the equal time and reasonable access requirements for political advertising. Programmer shall supply such information promptly to Licensee as may be necessary for Licensee to comply with the lowest unit charge requirements of federal law. To the extent that Licensee believes necessary, in its sole discretion, Programmer shall release advertising availabilities to Licensee to permit it to comply with its reasonable access and equal time obligations under Section 315 of the Communications Act of 1934, as amended (the "Act"), and the rules and regulations of the FCC; provided, however, that revenues realized by Licensee as a result of such sales of advertising time shall promptly be remitted to Programmer.

11. **Licensee's Representation, Covenants, and Warranties** Licensee hereby represents, covenants, and warrants to Programmer that;

- (a) Licensee is legally qualified and empowered to enter into and carry out its rights and responsibilities provided for in this Time Brokerage Agreement; such actions have been approved by all necessary action of the officers and directors of Licensee, and the Licensee's responsibilities specified herein constitute the valid and binding obligations of Licensee.
- (b) Licensee holds an FCC license authorizing it to operate the Station and it will take all steps reasonably necessary to maintain said authority in good standing.
- (c) The Station is capable of being operated in conformity with applicable local, state and federal laws, rules and regulations known to Licensee, including the Act and the rules and regulations of the FCC.
- (d) The transmitting facilities of the Station shall be maintained in accordance with good engineering practice and applicable FCC rules and regulations. The Station shall comply with the engineering requirements set forth in its FCC authorizations, and Licensee shall take all steps reasonably necessary to insure continued compliance therewith, or with any modified license as may be issued by the FCC.
- (e) Licensee shall retain, on a part time basis, a qualified chief engineer who shall be responsible for maintaining the transmission facilities of the Station.
- (f) Licensee shall maintain a main studio as required by FCC rules and policies and shall maintain an appropriate public inspection file at the studio.
- (g) Licensee shall insure that all required Station identification announcements are broadcast as required by the FCC rules and regulations.
- (h) Licensee shall maintain appropriate Emergency Alert System ("EAS") receivers, tone generators, and such other equipment as may be required to conform with FCC rules and regulations.

12. **Programmer's Representations, Covenants and Warranties** Programmer hereby represents, covenants, and warrants to Licensee that:

- (a) Programmer is legally qualified and empowered to enter into and carry out its rights and responsibilities provided for in this Time Brokerage Agreement; such actions have been approved by all necessary actions of the members of the Programmer; and Programmer's responsibilities specified herein constitute the valid and binding obligations of Programmer.
- (b) Programmer shall cooperate with Licensee to insure that all required Station identification announcements are broadcast as required by the FCC rules and regulations and all required materials are placed in the Station's public file at the appropriate times.
- (c) Programmer shall cooperate with Licensee to insure that all required EAS announcements are broadcast as required by the FCC rules and regulations.
- (d) As of the Commencement Date and throughout the term of this Agreement, Programmer shall have full authority to broadcast its programming on the Station. Programmer shall not knowingly broadcast any material in violation of the Copyright Act, which is slanderous or libelous, or which is in violation of the rules, regulations, or policies of the FCC. All music broadcasts by the Programmer shall be (a) within the repertoire of ASCAP, BMI or SESAC or other appropriate licensing entity; (b) in the public domain; or (c) otherwise authorized by the appropriate licensing entity and Programmer shall contract for and execute such agreements with the appropriate licensing entity as may be needed for the broadcast of Programmer's programming on the Station. Programmer shall be solely responsible for all applicable performing rights and fees associated with the broadcast of its programming.
- (e) Programmer agrees that throughout the term of this Agreement, Programmer will comply with all laws, rules, regulations and policies applicable to the functions performed by it in connection with the Station, including meeting equal employment opportunity requirements with respect to Programmer's employees performing duties in connection with the Station. Programmer knows of no fact or circumstance that would, under the federal antitrust laws, the Act, the FCC's rules and published policies or otherwise, disqualify or preclude Programmer from entering into this Agreement, and Programmer agrees that it will comply with all laws, including but not limited to, federal antitrust laws, the Act and the FCC's rules and published policies, in connection with its operation of the Station pursuant to this Agreement.

13. **Indemnification**

- (a) To the extent permitted by law, Programmer shall indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind and nature, and description, (i) arising out of Programmer's broadcasts pursuant to this Time Brokerage Agreement, including but not limited

to slander and defamation and trademark, copyright and privacy violations, and (ii) arising as a result of any other actions, omissions or breaches of Programmer hereunder.

- (b) To the extent permitted by law, Licensee shall indemnify and hold harmless Programmer from and against any and all claims, losses, costs, liabilities, damages, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, (i) arising out of programming originated by Licensee pursuant to this Agreement and (ii) arising as a result of any other actions, omissions or breaches of Licensee hereunder.

14. **Termination** In addition to any other remedies available at law or equity, and in addition to those provisions in paragraph 3 hereof, this Time Brokerage Agreement may also be terminated as set forth below by either Licensee or Programmer by prior written notice to the other if the party seeking to terminate is not then in material default or breach hereunder, upon the occurrence of any of the following:

- (a) The license or other underlying authorization for the Station shall expire, be revoked, or otherwise cease to be effective, and such expiration, revocation, or cessation becomes final and no longer subject to administrative or judicial review or appeal;
- (b) This Time Brokerage Agreement is declared invalid or illegal in whole or in substantial material part by an order or decree of an 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 or appeal and the parties are unable, after negotiating in good faith for a period of at least thirty (30) days, to modify this Agreement to comply with applicable law;
- (c) One party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days of written notice from the non-breaching party;
- (d) The mutual consent of both parties;
- (e) In the event there has been a material change in or clarification of FCC rules or policies that would cause this Time Brokerage Agreement to be in violation thereof and the parties are unable, after negotiating in good faith for a period of at least thirty (30) days, to modify this Agreement to comply with applicable rules or policies;

15. **Force Majeure** Each party will carry standard property and casualty insurance for the property and equipment it owns. Licensee's policy(ies) for such coverage will have an aggregate policy limit that is not less than the aggregate limit of the policy(ies) normally maintained by Licensee for such property and equipment prior to the date hereof. If any failure or impairment of facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, occurs due to causes beyond the control of Licensee, then such failure, impairment, delay or interruption, by itself, will not constitute a breach of or an event of default under this Agreement and Licensee will not be liable to Programmer for any such failure, impairment, delay or interruption so long as (if Licensee

elects to remedy such failure, impairment, delay or interruption) Licensee undertakes and continues reasonable efforts to remedy any such failure, impairment, delay or interruption by returning the Station to its condition prior to such damage. Promptly thereafter, if Licensee elects to do so by written notice to Programmer, Licensee will obtain any applicable insurance proceeds and apply such proceeds to the cost of remedying such failure, impairment, delay or interruption; provided that, if Licensee determines that it will not do so, then Licensee will give the Programmer prompt written notice of such determination. If Licensee elects not to remedy such failure, impairment, delay or interruption (or if Licensee makes no election prior to the tenth (10th) day after such failure, impairment, delay or interruption occurs), then Programmer may (i) elect to obtain such insurance proceeds and effect such remedy by giving Licensee written notice to that effect or (ii) terminate this Agreement, provided such interruption of service or inability to operate materially and adversely affects Programmer's Station business operation.

16. **Payola and Conflicts of Interest** Programmer and Licensee each agrees not to, and to use reasonable efforts to preclude their respective employees who have the ability to cause the broadcast of programs and/or commercial matter on the Station from accepting any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including 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, Licensee and merchants or advertisers, in consideration for the broadcast of any matter on the Station unless the payor is identified, in the broadcast for which Consideration was provided, as having paid for or furnished such Consideration, in accordance with the Act and the FCC's rules and published policies. Programmer agrees to execute, and to cause each of Programmer's employees to execute, at least once every calendar year, a payola/conflict of interest affidavit in the form of the attached Exhibit A, and Programmer agrees to deliver the originals of all such affidavits to Licensee as expeditiously as possible following their execution.

17. **Assignment** Neither party may assign its rights or obligations under this Time Brokerage Agreement to a third party without the express written consent of the other party hereto, which consent shall not be unreasonably withheld.

18. **Counterparts** This agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

19. **Entire Agreement** This Time Brokerage Agreement embodies the entire agreement and understanding of the parties relating to the brokerage of the air time of WJJJ (FM). No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Time Brokerage Agreement will be effective unless evidenced by an instrument in writing signed by the parties.

20. **Headings** The headings are for the convenience of the parties only and will not control or affect the meaning or construction of the provisions of this Agreement.

21. **Governing Law** The construction and performance of the Time Brokerage Agreement will be governed by the laws of the Commonwealth of Pennsylvania, without regard to the choice of law rules in that jurisdiction. Jurisdiction is limited to Pennsylvania.

22. **Notices** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed duly delivered if delivered by personal delivery; if mailed by registered mail, postage prepaid and return receipt requested, or if delivered to a nationally recognized overnight courier service to be sent for next morning delivery, and shall be deemed to have been received on the date of personal delivery, on the date set forth on the return receipt or on the date set forth in the confirmation of receipt by the courier service, to the following addresses, or to such other address as any party may notify in writing to the other party;

(a) If to Licensee:

Ronald R. Davenport, Jr.
Michael L. Douglass
McL/McM, Inc
960 Penn Avenue, Suite 200
Pittsburgh, Pennsylvania 15222-3811

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

Susan A. Marshall, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, VA 22209

(b) If to Programmer:

Mr. Anthony Renda, Sr.
The St. Pier Group, LLC
900 Parish Street, 4th Floor
Pittsburgh, Pennsylvania, 15220

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

John A. Renda, Esquire
900 Parish Street, 4th Floor
Pittsburgh, Pennsylvania 15220

23. **Severability** If any provision of this Time Brokerage Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Time Brokerage Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

24. **Regulatory Changes** In the event of any order or decree of an administrative agency or court of competent jurisdiction, including without limitation any material change or clarification in FCC rules or policies, that would cause this Agreement to be invalid or violate any applicable

law, and such order or decree has become effective and has not been stayed, the party hereto will use their respective best efforts and negotiate in good faith to modify this Agreement to the minimum extent necessary so as to comply with such order or decree without material economic detriment to either party, and this Agreement, as so modified, shall then continue in full force and effect.

25. **No Partnership or Joint Venture Created** Nothing in this Agreement will be construed to create a partnership or joint venture between Licensee and Programmer or to afford any rights to any third party other than as expressly provided herein. Neither Licensee nor Programmer will have any authority to create or assume in the name or on behalf of the other party any obligation, express or implied, or to act or purport to act as the agent or legally empowered representative of the other party hereto for any purpose.

26. **Legal Effect** This Agreement will be binding upon and will inure to the benefit of the parties hereto, their heirs, executors, personal representatives, successors and assigns.

27. **No Party Deemed Drafter** No party will be deemed the drafter of this Agreement and if this Agreement is construed by a court of law such court should not construe this Agreement or any provision against any party as its drafter.

THE PARTIES HAVE REVIEWED THIS TIME BROKERAGE AGREEMENT, UNDERSTAND IT, AND ENTER INTO IT, TO BE EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE, INTENDING TO BE LEGALLY BOUND

LICENSEE: McL/McM-Inc.

Name: Ronald R. Davenport, Jr.
Title: President

PROGRAMMER: The St. Pier Group, LLC

Name:
Title: