

TIME BROKERAGE AGREEMENT

This **Time Brokerage Agreement** ("Agreement") is made and entered into this 27th day of June, 2012, by and between **ASRadio, LLC**, a Tennessee limited liability company ("Licensee") and **Positive Alternative Radio, Inc.**, a Virginia non-profit corporation ("Time Broker").

PREAMBLE

Licensee holds the license and related authorizations issued by the Federal Communications Commission ("FCC") for the operation of radio broadcast station WEYE(FM), licensed to serve Surgoinsville, Tennessee (FCC ID No. 173872) (the "Station").

Licensee and Time Broker have entered into that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") pursuant to which, subject to the approval of the FCC, Time Broker will acquire the FCC authorizations and certain assets used in the business and operation of the Station, as set forth in the Asset Purchase Agreement.

Licensee and Time Broker desire to enter into an agreement providing for the sale of substantially all of the broadcast time of the Station to Time Broker, subject to the rules and policies of the Federal Communications Commission (the "FCC") and the terms and conditions set forth in this Agreement pending the consummation of the transactions set forth in the Asset Purchase Agreement.

Accordingly, in consideration of the foregoing and of the mutual promises, covenants, and conditions set forth below, the parties agree as follows:

1. SALE OF TIME.

1.1 **Broadcast of Programming.** Effective as of 12:01 a.m. on the Commencement Date, as defined below, Licensee shall cause to be broadcast on the Station, programs which are presented to it by Time Broker as described in greater detail in **Schedule 1.1** (the "Programming"). The Commencement Date shall be July 1, 2012.

1.2 **Consideration.** In return for the right to broadcast Programming on the Station, Time Broker shall pay a monetary fee to Licensee and reimburse Licensee for certain expenses of operation of the Station, in each case as set forth in **Schedule 1.2** hereto.

1.3 **Term.** This Agreement shall commence on the Commencement Date and shall continue until the earlier of (i) the sixtieth (60th) day following the first (1st) anniversary of the Commencement Date or (ii) the closing of the Asset Purchase Agreement.

2. PROGRAMMING AND OPERATING STANDARDS AND PRACTICES.

2.1 Compliance with Standards. All Programming delivered by Time Broker and all programming supplied by Licensee during the term of this Agreement shall be in accordance with applicable statutes, FCC requirements and the programming policies set forth on Schedule 2.1. Licensee reserves the right to refuse to broadcast any Programming (including commercial advertising) containing matter which Licensee believes is not in the public interest or may violate any right of any third party or which Licensee reasonably determines is, or in the reasonable opinion of Licensee may be deemed to be, indecent (and not broadcast during the safe harbor for indecent programming established by the FCC) or obscene by the FCC or any court or other regulatory body with authority over Licensee or the Station. If Time Broker does not adhere to the foregoing requirements, Licensee may suspend or cancel any specific program not so in compliance.

2.2 Political Broadcasts. Licensee shall retain the responsibility for the Station's compliance with the FCC's political programming rules. Time Broker shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the Station pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the FCC's rules. Time Broker shall consult and cooperate with Licensee and adhere to all applicable statutes and the rules, regulations, and policies of the FCC, as announced from time to time, with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to "equal opportunities") and the charges permitted therefor. Time Broker shall promptly provide to Licensee such documentation relating to such programming as Licensee is required to maintain in its public inspection file or Licensee shall reasonably request.

2.3 Handling of Communications. Time Broker and Licensee shall cooperate in promptly responding to all mail, cables, telegrams or telephone calls directed to the Station in connection with the Programming provided by Time Broker or any other matter relevant to its responsibilities hereunder. Time Broker shall provide copies of all such correspondence to Licensee, and Licensee shall provide copies of all such correspondence to Time Broker. Promptly upon receipt, Time Broker shall advise Licensee, and Licensee shall advise Time Broker, of any public or FCC complaint or inquiry known to Time Broker or Licensee, respectively, concerning such Programming, and each shall provide the other with copies of any letters from the public, including complaints concerning such Programming. Upon Licensee's request, Time Broker shall broadcast material responsive to such complaints and inquiries. Notwithstanding the foregoing, Licensee shall handle all matters or inquiries relating to FCC complaints and any other matters required to be handled by Licensee under the rules and regulations of the FCC.

2.4 Preemption. Licensee may, from time to time, preempt portions of the Programming to broadcast emergency information or other non-entertainment programs it deems would better serve the public interest. Time Broker shall be notified at least one

week in advance of any preemption of any of the Programming for the purpose of broadcasting programs Licensee deems necessary to serve the public interest unless such advance notice is impossible or impractical, in which case Licensee shall notify Time Broker promptly upon making such determination. Licensee represents and covenants that preemption shall only occur to the extent Licensee deems preemption necessary to carry out its obligations as an FCC licensee, and expressly agrees that its right of preemption shall not be exercised in an arbitrary manner or solely for the commercial advantage of Licensee or others.

2.5 Music Licensing; Rights in Programs. All right, title and interest in and to the Programming, and the right to authorize the use of the Programming in any manner and in any media whatsoever, shall be and remain vested at all times solely in Time Broker.

2.6 “Payola” and “Plugola”. Time Broker agrees that it will take steps, including the periodic execution of affidavits, reasonably designed to ensure that neither it nor its employees or agents will accept any gift, gratuity or other consideration, directly or indirectly, from any person or company for the playing of recorded music, the presentation of any programming or the broadcast of any commercial announcement over the Station without such broadcast being announced as sponsored. It is further understood and agreed that no commercial message, plugs, or undue reference shall be made in programming presented over the Station to any business venture, profit-making activity or other interest (other than non-commercial announcements for bona fide charities, church activities or other public service activities) without such broadcast being announced as sponsored.

2.7 Advertising and Programming.

(a) Beginning on the Commencement Date, Time Broker (i) shall be solely responsible for any expenses incurred in connection with the sale of advertising or program time on the Station broadcast on or after the Commencement Date and (ii) shall be entitled to all revenue from the sale of advertising or program time on the Station broadcast on or after the Commencement Date.

(b) All accounts receivable of the Station arising from the sale of commercial time on or before the Commencement Date shall remain solely the property of Licensee. Time Broker shall have no obligation to collect Licensee’s accounts receivable, but shall remit promptly to Licensee any payment received by Time Broker intended as a payment attributable to Licensee’s accounts receivable.

(c) Time Broker shall perform the obligations of Licensee under Licensee’s agreements for sale of advertising time to be aired after the Commencement Date and Time Broker shall be entitled to collect and receive all of such revenue. Time Broker shall not assume any obligation of Licensee under any contract or arrangement for the sale of advertising time entered into by Licensee on or after the Commencement Date.

(d) Time Broker shall advise Licensee of its lowest unit charges for political advertising, and, subject to Licensee's rights under Section 4 hereof, Licensee shall take all commercially reasonable steps to avoid actions within Licensee's control that reduce the lowest unit charges for candidate advertising within applicable pre-election windows.

2.8 **Compliance with Laws.** At all times during the term of this Agreement, Time Broker and Licensee shall comply in all material respects with all applicable federal, state and local laws, rules and regulations.

3. **RESPONSIBILITY FOR EMPLOYEES AND EXPENSES.**

3.1 **Time Broker's Employees.** Time Broker shall employ and be responsible for the payment of salaries, taxes, insurance and all other costs related to all personnel used in the production of the Programming. Licensee shall not incur any liability on account of Time Broker's employees.

3.2 **Licensee's Employees.**

(a) Licensee shall employ and be responsible for the payment of salaries, taxes, insurance, and all other costs related to the general manager and at least one non-managerial employee of the Station. At Licensee's election, Licensee's non-managerial employee may be an employee shared with Time Broker. Apart from the expenses of any such shared non-managerial employee, Time Broker shall not incur any liability on account of Licensee's employees.

(b) Time Broker shall have no authority over and shall not supervise persons when in the employ of Licensee.

3.3 **Time Broker's Expenses.** Time Broker shall pay for all costs associated with the production and delivery of the Programming, including but not limited to, (i) all ASCAP, BMI, SESAC and other copyright fees associated with delivery of the Programming, (ii) any expenses incurred in connection with its sale of advertising time hereunder (including without limitation sales commissions) in connection with the Programming, and (iii) the salaries, taxes, insurance, and related costs for personnel engaged by Time Broker and used in the production of the Programming or in the sale of advertising time (including salespeople, traffic personnel, and programming staff). Broker shall become a party to Licensee's existing music licensing agreements or a supplement thereto, as may be required pursuant to Licensee's existing arrangements with BMI, ASCAP, and SESAC.

3.4 **Operating Expenses.** Licensee shall be responsible for the payment when due of all fees and expenses relating to the operation and maintenance of the Station as necessary to maintain the licensed transmitting capability of the Station and to fulfill its obligations as an FCC licensee, including, but not limited to: (i) the salaries, taxes, insurance and related costs for all personnel required to be employed by Licensee pursuant to Section 3.2(a) of this Agreement, (ii) rent and utility payments for the towers and transmitters used in the operation of the Station, (iii) rent and other payments for

equipment used in the operation of the Station, including maintenance expenses, (iv) rent and other payments for studio space, (v) insurance on Licensee's equipment used by the Station, and (vi) its federal, state and local taxes (the "Operating Expenses").

4. OPERATION OF STATION.

Notwithstanding any provision of this Agreement to the contrary, Licensee shall retain ultimate authority and power with respect to the operation of the Station during the term of this Agreement. The parties agree and acknowledge that Licensee's ultimate control of the Station is an essential element of the continuing validity and legality of this Agreement. Accordingly, Licensee shall retain full authority and control over the policies, finances, personnel, programming and operations of the Station, including, without limitation, the decision whether to preempt programming in accordance with Section 2.4 hereof. Licensee shall have full responsibility to effectuate compliance with the Communications Act of 1934, as amended, and with FCC rules, regulations and policies, including, without limitation, the FCC's political programming rules. Licensee shall be responsible for preparing, maintaining, and filing in the Station's public file the Station's quarterly issues/programs lists and for maintaining the Station's public inspection files. Time Broker shall supply Licensee with documents that may come into Time Broker's possession and should be placed in the Station's public inspection file.

5. GRANT OF LICENSES.

5.1 License to Use Station Facilities. Effective as of the Commencement Date, Licensee grants Time Broker a license for access and use of the studio and office space and other facilities owned or leased by Licensee and all equipment and furnishings contained therein (collectively, the "Station Facilities") for the production of programming to be broadcast on the Station, for the conduct of sales operations, and for the performance of Time Broker's other obligations under this Agreement (the "Shared Use License"). The Shared Use License shall have a term beginning on the Commencement Date and ending upon the termination of this Agreement. Time Broker shall have the right to access the Shared Facilities twenty four hours per day, seven days per week. Licensee shall use due care in the use of any property of Time Broker and shall not remove any property owned by Time Broker from the Shared Facilities.

5.2 License of Intellectual Property. Effective as of the Commencement Date, Licensee licenses to Time Broker the exclusive right to use (or, to the extent Licensee does not hold exclusive rights, the non-exclusive right to use) all intellectual property owned by or licensed to Licensee and used in the operation of the Station (including, but not limited to call signs and goodwill) (the "IP License"). The IP License shall terminate upon the termination of this Agreement.

6. INDEMNIFICATION.

6.1 Indemnification Rights. Each party shall indemnify and hold harmless the other party, and the shareholders, members, employees, agents, and affiliates of such other party, from and against any and all liability, including, without limitation, reasonable attorneys' fees arising out of or incident to (i) any breach by such party of a

representation, warranty, or covenant made herein, (ii) the programming produced or furnished by such party hereunder, or (iii) the conduct of such party, its employees, contractors, or agents (including negligence) in performing its or their obligations hereunder. Without limiting the generality of the foregoing, each party will indemnify and hold harmless the other party, and the partners, employees, agents, and affiliates of such other party, from and against any and all liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming produced or furnished by it hereunder. The parties' indemnification obligations hereunder shall survive any termination or expiration of this Agreement for a period of one year.

6.2 Procedures. If any claim (or proceeding relating thereto) by a person or entity not a party to this Agreement that is covered by the foregoing agreements to indemnify and hold harmless shall arise, the party who seeks indemnification (the "Indemnified Party") shall give written notice thereof to the other party (or parties) (the "Indemnitor") pursuant to the notice provisions set forth in Section 11.8 promptly after the Indemnified Party learns of the existence of such claim or proceeding; provided, however, that the Indemnified Party's failure to give the Indemnitor prompt notice shall not bar the Indemnified Party's right to indemnification unless such failure has materially prejudiced the Indemnitor's ability to defend the claim or proceeding. The Indemnitor shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend against any such claim or proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided that the Indemnitor shall not have the right to control the defense of any such claim or proceeding unless it has acknowledged in writing its obligation to indemnify the Indemnified Party fully from all liabilities incurred as a result of such claim or proceeding; further provided that (i) the Indemnitor shall not effect any settlement relating to any such claim or proceeding unless such settlement includes an unconditional release of such Indemnified Party from all liability on any claims that are the subject of such claim or proceeding and (ii) the Indemnitor may not contractually bind any Indemnified Party without the written consent of the Indemnified Party. The parties will fully cooperate in any such action, and shall make available to each other any books or records useful for the defense of any such claim or proceeding. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such claim or proceeding within twenty (20) days after receiving notice thereof from the Indemnified Party (or such shorter time specified in the notice as the circumstances of the matter may dictate), the Indemnified Party shall be free to dispose of the matter, at the expense of the Indemnitor, in any way in which the Indemnified Party deems to be in its best interest.

7. DEFAULT.

7.1 Events of Default. The following, after the expiration of the applicable cure periods specified in Section 7.2, shall constitute Events of Default under this Agreement:

- (a) Default in Covenants. Time Broker's or Licensee's material default in the observance or performance of any material covenant, condition, or agreement contained herein;
- (b) Breach of Representation or Warranty. Time Broker's or Licensee's material breach of any representation or warranty made by it herein, or in any certificate or document furnished pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect as of the time made or furnished; or

7.2 **Cure Periods.** An Event of Default shall not be deemed to have occurred until twenty (20) days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default, and such event has not been cured within such time period.

8. TERMINATION.

This Agreement shall automatically terminate upon the expiration of the term of this Agreement as set forth in Section 1.3. In addition, this Agreement shall terminate as provided below.

8.1 **Termination Upon Default, Change in FCC Rules/Policies, or Necessity to Maintain FCC Compliance.** In addition to other remedies available to the parties hereto at law or equity, and in addition to other provisions providing for termination herein, this Agreement may be terminated as set forth below by either Licensee or Time Broker by written notice to the other if the party seeking to terminate is not then in material default or breach hereof, upon:

- (a) an uncured Event of Default;
- (b) a change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is final, in effect and has not been stayed, and the parties are unable, after negotiating in good faith for at least thirty (30) days, to modify this Agreement to comply with the change in FCC rules, policies or precedent; or
- (c) the determination by a party that it must terminate this Agreement in order to maintain its compliance with applicable FCC rules and policies governing the multiple ownership of broadcast stations.

8.2 Miscellaneous Termination Matters.

- (a) Licensee and Time Broker shall cooperate to effectuate a termination of this Agreement that will cause minimal disruption to the operation of the Station. To that end, the parties agree to terminate this Agreement on the last day of a month.
- (b) Upon any termination of this Agreement, (i) Licensee shall have no further obligation to provide to Time Broker any broadcast time on the Station or to

provide Time Broker with access to the Station Facilities, other than for removal of Time Broker's property; and (ii) Time Broker shall be responsible for all debts and obligations to third parties based upon the purchase of air time on the Station.

(c) Upon the termination of this Agreement, Time Broker shall be responsible for collecting the accounts receivable arising from Time Broker's programming of the Station on or after the Commencement Date and prior to the termination of this Agreement and for any liabilities, debts or obligations of Broker accrued from the purchase of air time including, without limitation, accounts payable, barter agreements and unaired advertisements; provided that Time Broker shall have no obligation, responsibility, or liability for Licensee's federal, state or local tax liabilities associated with any payment by Time Broker to Licensee under this Agreement.

(d) No expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims arising under this Agreement or limit or impair any party's rights to receive payments due and owing hereunder on or before the date of such termination.

9. REMEDIES.

In addition to a party's rights of termination hereunder (and in addition to any other remedies available to it or provided under law), in the event of an uncured Event of Default with respect to either party, the other may seek specific performance of this Agreement to the extent permitted by the Communications Act and the rules, regulations, and policies of the FCC, in which case the defaulting party shall waive the defense in any such suit that the other party has an adequate remedy at law and interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy hereunder.

10. CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES.

10.1 Representations and Warranties of Time Broker. Time Broker hereby represents and warrants to Licensee as follows:

(a) **Organization.** Time Broker is a corporation duly organized, validly existing and in good standing under the laws of its state of organization and has full power and authority to conduct its business as currently conducted.

(b) **Authorization; Enforceability.** This Agreement has been duly executed and delivered by Time Broker, and is valid, binding, and enforceable against Time Broker in accordance with its terms. Time Broker has full right, power, authority, and legal capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation of the transactions provided for hereby have been duly authorized by all necessary corporate action on the part of Time Broker, and no other corporate or other proceedings on the part of

Time Broker are necessary to authorize the execution or delivery of this Agreement or the transactions contemplated hereby.

(c) **No Consent.** No consent of any other party and no consent, license, approval, or authorization of, or exemption by, or filing, restriction, or declaration with, any governmental authority, bureau, agency, or regulatory authority, other than the filing of a copy of this Agreement with the FCC, is required in connection with the execution, delivery, or performance of this Agreement by Time Broker or will affect the validity or performance of this Agreement.

(d) **No Breach.** Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in the breach of any term, condition, or provision of, or constitute a default under, or result in the creation of any lien, charge, or encumbrance upon any property or assets of Time Broker pursuant to the organizational documents of Time Broker, any agreement or other instrument to which Time Broker is a party or by which any part of its property is bound, or violate any law, regulation, judgment or order binding upon Time Broker.

(e) **Actions and Proceedings.** There is no judgment outstanding and no litigation, claim, investigation, or proceeding pending against Time Broker or, to the knowledge of Time Broker, threatened before any court or governmental agency to restrain or prohibit, or to obtain damages, or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby or that might adversely affect Time Broker's performance under this Agreement.

(f) **Qualifications.** Time Broker is qualified in accordance with the Communications Act of 1934, as amended, and the rules and policies of the FCC to enter into this Agreement and provide Programming on the Station in accordance with its terms. Between the date hereof and the termination of this Agreement, Time Broker shall not take any action that Time Broker knows, or has reason to believe, would disqualify it from providing Programming on the Station pursuant to this Agreement under the law as in effect on the date of this Agreement.

10.2 Representations, Warranties and Covenants of Licensee. Licensee hereby represents, warrants, and covenants to Time Broker as follows:

(a) **Organization; Qualification.** Licensee is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and is duly qualified to do business in the State of Tennessee.

(b) **Authorization; Enforceability.** This Agreement has been duly executed and delivered by Licensee, and is valid, binding, and enforceable against Licensee in accordance with its terms. Licensee has full right, power, authority, and legal capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and

performance of this Agreement and the consummation of the transactions provided for hereby have been duly authorized by all necessary action on the part of Licensee, and no other proceedings on the part of Licensee are necessary to authorize the execution or delivery of this Agreement or the transactions contemplated hereby.

10.3 **No Consent.** No consent, license, approval, or authorization of, or exemption by, or filing, restriction, or declaration with, any governmental authority, bureau, agency, or regulatory authority, other than the filing of this Agreement with the FCC, is required in connection with the execution, delivery, or performance of this Agreement by Licensee or will affect the validity or enforceability of this Agreement.

10.4 **No Breach.** Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in the breach of any term, condition, or provision of, or constitute a default under, or result in the creation of any lien, charge, or encumbrance upon any property or assets of Licensee pursuant to the Articles of Incorporation or By-Laws of Licensee, any agreement or other instrument to which Licensee is a party or by which any part of its property is bound, or violate any law, regulation, judgment or order binding upon Licensee.

10.5 **Actions and Proceedings.** There is no judgment outstanding and no litigation, claim, investigation, or proceeding pending against Licensee or, to the knowledge of Licensee, threatened before any court or governmental agency to restrain or prohibit, or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

10.6 **Maintenance of Current Coverage.** During the term hereof, Licensee shall take no action that will have the effect of reducing the effective radiated power and coverage of the Station, except in connection with necessary maintenance on or near the transmission facilities of the Station.

11. MISCELLANEOUS.

11.1 **Modification and Waiver.** No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by the party against whom the waiver is sought to be enforced, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

11.2 **No Waiver; Remedies Cumulative.** No failure or delay on the part of Licensee or Time Broker in exercising any right or power hereunder shall operate as a waiver thereof, nor any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, shall preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Time Broker herein provided are cumulative and are not exclusive of any rights or remedies which they may otherwise have.

11.3 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to the choice of law rules utilized in that jurisdiction, and the obligations of the parties hereto are subject to all federal, state, or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted.

11.4 **Construction.** The Section headings of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement. As used herein, the neuter gender shall also denote the masculine and feminine, and the masculine gender shall also denote the neuter and feminine, where the context so permits.

11.5 **Successors and Assigns.** Neither party may assign this Agreement without the prior written consent of the other. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

11.6 **Force Majeure.** Each party acknowledges and agrees that a party will not be liable for any failure to timely perform any of its obligations under this Agreement if such failure is due, in whole or in part, directly or indirectly, to accidents, fires, floods, governmental actions, war, civil disturbances, other causes beyond such party's control or any other occurrence which would generally be considered an event of force majeure.

11.7 **Counterpart Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

11.8 **Notices.** All notices, demands, requests or other communication required or permitted hereunder shall be in writing and sent by certified, express or registered mail, return receipt requested, postage prepaid, overnight air courier service, personal delivery, or via facsimile (with proof of transmission) to the address specified below (or to such other address which a party shall specify to the other party in accordance herewith):

If to Buyer:

Positive Alternative Radio, Inc.
P. O. Box 889
Blacksburg, Virginia 24063

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

Cary S. Tepper, Esq.
Booth, Freret, Imlay & Tepper, PC
7900 Wisconsin Avenue
Suite 304
Bethesda, Maryland 20814-3628

If to Seller:

ASRadio, LLC
5835 Lawrence Drive
Indianapolis, IN 46226

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

John S. Logan, Esq.
Dow Lohnes PLLC
Suite 800
1200 New Hampshire Avenue, N.W.
Washington, D.C. 20036-6802

Notice shall be deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service, or on the return receipt. Either party may change its address for notices by notice to such effect to the other party.

11.9 Multiple Counterparts and Facsimile Signatures. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterpart signatures to the Agreement delivered and received by facsimile shall be acceptable and binding on both parties.

11.10 Entire Agreement. This Agreement, the schedules and exhibits hereto, and all documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Licensee and Time Broker with respect to the subject matter hereof. This Agreement supersedes all prior memoranda and agreements between the parties hereto, and may not be modified, supplemented or amended, except by a written instrument signed by each of the parties hereto designating specifically the terms and provisions so modified, supplemented or amended.

11.11 Captions. The section captions and headings in this Agreement are for convenience and reference purposes only and should not affect in any way the meaning or interpretation of this Agreement.

11.12 No Waiver. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Agreement shall not affect such party's right thereafter to enforce

the same; (ii) no waiver by any party of any default by another shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

11.13 Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any person or entity by virtue of the authorship of any of the provisions of this Agreement.

11.14 No Joint Venture. The parties agree that nothing herein shall constitute a joint venture between them. The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

11.15 Damage to Station. In the event of damage or destruction to the Station (other than damage or destruction caused by Time Broker, its employees or agents), Licensee shall proceed to repair, replace, or restore the Station to its former condition as promptly as is commercially reasonable. In the event of damage or destruction caused by Time Broker, its employees or agents, all necessary repairs, restoration or replacement shall be at the sole costs of the Time Broker, and shall be completed as promptly as is commercially reasonable.

11.16 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, policies, or precedent, 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 parties 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. In the event that the parties are unable to agree upon a modification of this Agreement so as to cause it to comply with such order or decree without material economic detriment to either party, then this Agreement shall be terminated consistent with Section 8.2 of this Agreement.

11.17 Publicity. Neither Time Broker nor Licensee nor any of their respective affiliates shall issue any press release or make any public statement (oral or written) regarding the transactions contemplated by this Agreement except as required by law or regulation or as agreed to in writing in advance by Licensee and Time Broker.

11.18 Certifications. Licensee hereby certifies that it shall maintain ultimate control over the Station's facilities, including, specifically, control over the Station's


finances, personnel and programming. Time Broker hereby certifies that this Agreement complies with Section 73.3555 (a), (c), and (d) of the FCC's rules.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
NEXT PAGE IS SIGNATURE PAGE.*

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

LICENSEE:

ASRADIO, LLC

By: 
Title: MANAGING MEMBER

TIME BROKER:

POSITIVE ALTERNATIVE RADIO, INC.

By _____
Title:

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

LICENSEE:

ASRADIO, LLC

By: _____
Title:

TIME BROKER:

POSITIVE ALTERNATIVE RADIO, INC.

By: Edward A Baker
Title: PRESIDENT

SCHEDULE 1.1

Programming

Time Broker shall have the right to program up to one hundred sixty-eight (168) hours per week (the "Programming") on the Station in a format to be chosen by Time Broker, subject to Section 2 of this Agreement. The Programming shall include

- (a) an announcement in form sufficient to meet the station identification requirements of the FCC at the beginning of each hour;
- (b) an announcement at the beginning of each segment of Programming to indicate that program time has been purchased by Time Broker; and
- (c) any other announcement that may be required by applicable law or regulation (including but not limited to Emergency Alert System tests).

Notwithstanding the foregoing, Licensee specifically reserves up to two (2) hours per week (the "Reserved Time") for the broadcast of programming responsive to issues of public importance identified by the Licensee. The Reserved Time shall be at a mutually agreeable time. All Reserved Time not used by the Licensee shall be made available for the use of Time Broker. Time Broker shall maintain and deliver to Licensee copies of all operating and programming information including without limitation information concerning portions of the Programming that are responsive to issues of public importance identified to Time Broker by Licensee, EAS announcements, and station operating logs, necessary for Licensee to maintain its public inspection file, and all other records required to be kept by FCC rule or policy. Time Broker shall have the sole and exclusive right to sell advertising to be included in the Programming and shall be entitled to retain all the revenues derived from the sale thereof, provided, however, that Licensee shall be entitled to sell such time as it deems necessary to comply with the political advertising rules of the FCC in the event the Programming does not comply with such rules.

SCHEDULE 1.2

Consideration

Time Broker shall pay Licensee

(1) a monthly fee of Two Thousand Dollars (\$2000) per month during the term of this Agreement, payable in advance on the first day of the calendar month to which the payment pertains, together with

(2) monthly reimbursement of Station Operating Expenses (as defined below),

Provided, that the amount of the expense payment for any calendar month shall not exceed Five Thousand Five Hundred Dollars (\$5500)(the “Monthly Expense Cap”). After the initial month during which this Agreement is effective, Time Broker shall make payments for expense reimbursement on or before the fifteenth (15th) day of each calendar month.

For the initial month, July, 2012, Time Broker shall pay Licensee on or before July 1, 2012, (1) the amount of Two Thousand Dollars (\$2000) as the TBA fee and (2) an amount equal to the Monthly Expense Cap as an advance against expenses. On or before the tenth (10th) day of August 2012 and of each succeeding calendar month during the term of this Agreement, Licensee shall provide Time Broker with a statement of actual Station Operating Expenses (as defined below) for the preceding month.

If the amount of the actual Station Operating Expenses (as defined below) set forth in Licensee’s statement provided by the tenth (10th) day of a calendar month is less than the amount of the Monthly Expense Cap, Time Broker’s expense payment to be made on the 15th day of that calendar month shall be the amount of the Monthly Expense Cap reduced by such difference.

If the amount of the actual Station Operating Expenses (as defined below) set forth in in Licensee’s statement provided by the tenth (10th) day of a calendar month is greater than the amount of the Monthly Expense Cap, Time Broker’s expense payment to be made on the 15th day of that calendar month shall be the amount of the Monthly Expense Cap, provided that any amount of actual expenses in excess of the Monthly Expense Cap for any given month shall carry over and shall be included in the reimbursable expenses for subsequent months during the term of this Agreement to the extent expenses for such months do not exceed the Monthly Expense Cap. The amount of any advance of expenses in excess of actual Station Operating Expenses (as defined below) incurred by Licensee during the term of this Agreement shall be credited to Time Broker at the Closing of the Asset Purchase Agreement and any shortfall shall be paid to the Seller at Closing, provided that Seller shall not be entitled to receive any amount in reimbursement of Station Operating Expenses pursuant to this Agreement that exceeds the Monthly Expense Cap multiplied by the number of months between the Effective Date and the termination of the Time Brokerage Agreement.

Monthly station operating expenses shall include the expenses that are set forth below, together with the estimated monthly amount for each expense category subject to reimbursement.

WEYE: Estimated Monthly Expenses for Third Quarter, 2012

ESTIMATED EXPENSE	MONTHLY
Insurance	
Equipment/Tower	\$284
Multimedia Liability	276
Total Insurance	560
Licenses and Permits	
FCC Regulatory Fees (One Third)	454
Performance Rights	840
Total Licenses and Permits	1,294
Payroll Expenses	1288
Professional Fees	
Legal Fees (License Renewal)	289
Total Professional Fees	289
Rent	
Airgas Mid America	26
Studio Rent	475
Tower Rent	450
Total Rent	951
Repairs and Maintenance	
Equipment Repairs	267
Total Repairs & Maintenance	267
Telephone	289
Utilities	
Holston Electric (Studio/Tower)	970
Total Utilities	970
TOTAL EXPENSE	\$5908

SCHEDULE 2.1

Programming Policy

Time Broker and Licensee shall cooperate with each other in the broadcasting and programming of the highest possible standard of excellence. Without limiting the generality of the foregoing, the parties shall observe the following policies in the preparation, writing and production of their own (non-syndicated or network) programs:

- I. No Plugola or Payola. The mention of any business activity or “plug” for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, or otherwise lawful, is prohibited.
- II. No Gambling. References to “dream books,” the “straight line,” or other direct or indirect descriptions or solicitations relative to the “numbers game,” or the “polity game,” or any other form of gambling are prohibited.
- III. No Numbers Games. References to chapter and verse paragraphs, paragraph numbers, or song numbers, which involve three digits should be avoided and, when used, must reasonably relate to a non-gambling activity.
- IV. Election Procedures. At least fifteen (15) days before the start of any lowest-unit-charge period for any primary or general election, Time Broker will clear with Licensee’s General Manager the rates Time Broker will charge for time to be sold to candidates for public office or to any other party entitled to the lowest unit charge to make certain the rates charged are in conformance with applicable law and station policy. Time Broker shall also clear with Licensee’s General Manager its forms for disclosure of political time sales practices and rates.
- V. Required Announcements. Time Broker shall broadcast (i) an announcement in form satisfactory to Licensee at the beginning of each hour to identify the Station, (ii) an announcement at the beginning of each broadcast day or appropriate broadcast period to indicate that program time has been purchased by Time Broker and (iii) any other announcement that may be required by law, regulation or Station policy.
- VI. No Illegal Announcements. No announcement or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Station.
- VII. Licensee Discretion Paramount. In accordance with Licensee’s responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising or programming being presented over the

Station which is in conflict with Station policy or which in Licensee's sole but reasonable judgment would not serve the public interest.

VIII. Programming Prohibitions. Time Broker shall not knowingly broadcast any of the following programs or announcements:

- A. Profanity. Any programs or announcements that are slanderous, obscene, indecent (except during the safe harbor for indecent programming established by the FCC), profane, vulgar, repulsive or offensive, either in theme or treatment.
- B. Advertising. Any advertising matter or announcement which may, in the opinion of Licensee, be injurious or prejudicial to the interests of the public or the Station, or to honest advertising and reputable business in general.
- C. Telephone Conversations. Any programming in violation of any statute, regulation or policy, including without limitation to, Section 73.1206 of the FCC's rules, or any successor regulation, dealing with the taping and/or broadcast of telephone conversations.

In any case where obvious questions of policy or interpretation arise, Time Broker shall attempt in good faith to submit the same to Licensee for decision before making any commitments in connection therewith.