

JOINDER AGREEMENT

This JOINDER AGREEMENT is made as of _____, 2005 (the “Joinder Agreement”) by Back Bay Broadcasters LLC, a limited liability company organized under the laws of the state of Delaware (“Newco”), the individuals named below who are to become members of Newco (the “Individuals;” together with Newco, the “Joining Parties”) and Back Bay Broadcasters, Inc., a corporation organized under the laws of the State of Delaware (“Back Bay;” together with the Joining Parties, the “Parties”) with respect to AAA Entertainment Holdings LLC, a limited liability company organized under the laws of the State of Delaware (“Holdings”) and Newco.

WHEREAS, Newco, the Joining Parties and certain other persons have entered into a Succession Agreement dated as of _____, 2005 (the “Succession Agreement;” capitalized terms having defined meanings in the Succession Agreement having the same meanings herein as therein) pursuant to which the Liquidation, the Transfer and the Distribution (as therein defined) are to be effected;

WHEREAS, prior to the consummation of the Transfer and the Distribution, Back Bay has been a member and the sole manager of Holdings and the sole member of Newco;

WHEREAS, concurrently with the consummation of the Transfer and the Distribution, Back Bay will resign as manager of Holdings, and Newco will acquire Back Bay’s units of limited liability company interest in Holdings (the “Holdings Units”) and become a member and manager of Holdings by executing the Third Amended and Restated Limited Partnership Agreement of Holdings, the form of which is attached to as Exhibit D to the Succession Agreement (“Holdings’ LLC Agreement”);

WHEREAS, in order to effect the Distribution, Back Bay will immediately distribute the units of limited liability company interest in Newco (the “Newco Units”) to and among the Individuals in proportion to their respective holdings of Back Bay’s capital stock and each Individual will become a member of Newco, with Peter H. Ottmar, John Maguire, Joseph Winn and William Egan serving as managers;

WHEREAS, pursuant to the Succession Agreement, Newco is required to execute and deliver a Signature Page to Holdings’ LLC Agreement and this Joinder Agreement and each Individual is required to execute and deliver a Signature Page to Newco’s LLC Agreement and this Joinder Agreement, pursuant to which they assume all of the obligations of a member under, and become party to, such LLC Agreement;

NOW, THEREFORE, each Party hereto hereby confirms and agrees as follows:

SECTION 1. By execution of this Joinder Agreement, Back Bay hereby assigns, transfers and conveys all right, title and interest in the Holdings Units to Newco and Newco acknowledges receipt and acceptance of the Holdings Units. Thereupon, Back Bay shall cease to be a member of Holdings. By execution of this Joinder Agreement, Newco hereby assigns, transfers and conveys all right, title and interest in the Newco Units to the Individuals, in the respective amounts set forth next to their names below, and each Individual acknowledges receipt and acceptance of his or her Newco Units. Thereupon, Back Bay shall cease to be a member of Newco.

SECTION 2. Newco hereby joins the Holdings LLC Agreement and each Individual hereby joins the Newco LLC Agreement, in each case as if such Joining Party were an original signatory thereto. Each Joining Party hereby assumes and agrees to perform, as a member and any other relevant or appropriate designations or terms, all of the duties, obligations and

promises thereof or as such are set forth in or arising under such LLC Agreement, to be bound as such by all of the terms, conditions and provisions thereof, and to do as such any and all acts and things required of it under such LLC Agreement.

SECTION 3. Each Joining Party will execute and deliver such other documents and instruments or notices as may be necessary or desirable, or as Newco or Holdings may reasonably request, in order to fully implement the intent of this Joinder Agreement.

SECTION 4. Each Joining Party represents and warrants that it has obtained all consents required to execute, deliver and perform this Joinder Agreement, including without limitation, the consents of Back Bay's board of directors and the holders of a majority in interest of the outstanding Holdings Units.

SECTION 5. Each Joining Party certifies that the representations and warranties set forth in each LLC Agreement which are applicable to it under or as a result of this Joinder Agreement are true and correct as of the date hereof.

SECTION 6. All notices, requests and other communications to the Joining Parties provided for under each LLC Agreement shall be delivered as set forth in such LLC Agreement to the address of each Joining Party as set forth on the signature page hereof or at such other address as shall be designated by the Joining Party in accordance with such LLC Agreement.

SECTION 7. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO ITS CONFLICT OF LAW RULES.

SECTION 8. This Joinder Agreement shall become effective as of the date first above written upon its execution and delivery by each Joining Party to counsel for the parties.

[remainder of page intentionally left blank]

BACK BAY BROADCASTERS, LLC

By: BACK BAY BROADCASTERS, INC.,
Manager

By: _____
Name: _____
Title: _____

BACK BAY BROADCASTERS, INC.

By: _____
Name: _____
Title: _____

Peter H. Ottmar (____ Newco Units)
Address: _____

(____ Newco Units)
Address: _____

(____ Newco Units)
Address: _____

(____ Newco Units)
Address: _____
