

MUTUAL COOPERATION AGREEMENT

This Mutual Cooperation Agreement, entered into as of the 15th day of September, 2005 (the "Effective Date"), by and between Saga Communications of New England, LLC, a Delaware limited liability company ("Saga") and Radio One, Inc., a Delaware corporation ("ROI"),

WITNESSETH THAT

WHEREAS, ROI has authority, through a wholly-owned subsidiary, Radio One Licenses, LLC ("Licensee"), to conduct radio broadcasting operations pursuant to a license issued by the Federal Communications Commission ("FCC") for FM station WBOT, licensed to Brockton, Massachusetts and is authorized to operate on channel 249A ("Station WBOT"); and

WHEREAS, Saga conducts radio broadcasting operations pursuant to an FCC license for FM station WOQL, licensed to Winchendon, Massachusetts and authorized to operate on channel 249A ("Station WOQL"); and

WHEREAS, both Station WBOT and Station WOQL conduct on-air broadcasts 24 hours a day, seven days a week; and

WHEREAS, Saga, ROI and Licensee desire to cooperate with one another to further the public interest by potentially increasing the area from which Station WBOT will broadcast, and to enter into additional mutually advantageous relations; and

WHEREAS, on June 9, 2005, the FCC granted to Licensee a construction permit to move Station WBOT's transmitter site to the Great Blue Hill, Milton, MA, BPH-20050215ABK, and to utilize a directional antenna, (the "Blue Hills Relocation");

Application”). Licensee now desires to file a further application to modify its facilities to eliminate the proposed directional antenna in the manner set forth on Exhibit A; and

WHEREAS, Station WBOT’s proposed operation as set forth on Exhibit A can be accommodated if Station WOQL modifies its facilities pursuant to 47 C.F.R. Section 73.215 to further directionalize its antenna pattern in the manner set forth on Exhibit B.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Cooperation by Saga and ROI.

(a) Saga will cooperate with ROI in its effort to implement a change in antenna pattern for Station WBOT as indicated herein. Specifically, Saga and ROI agree to these undertakings on the part of Saga (all of which are conditioned on the faithful performance by ROI of its obligations hereunder):

- (i) Saga will file an application (the “WOQL 301”) with the FCC within 5 business days after receipt of written notice from ROI to do so, but, in no event later than thirty (30) days after the execution of this Agreement. The WOQL 301 shall request authority to modify the facilities of Station WOQL to specify operation from its current transmitter site with a directionalized antenna pattern as set forth on Exhibit B. On the same day as the WOQL 301 is filed with the FCC, ROI shall cause Licensee to file an application (the “WBOT 301”) to modify the facilities

of Station WBOT to specify the parameters set forth on Exhibit

A. Each of the WOQL 301 and WBOT 301 applications will be described by the applicant in each of the respective applications as contingent upon the grant of the other Form 301 application, and will remain in compliance with the provisions of Title 47 C. F. R. § 73.3517 through grant. Following grant of the WBOT 301 and the WOQL 301 applications and completion of construction of the facilities specified therein, Licensee may file an application on FCC Form 302 (the "WBOT 302") for a covering license.

- (ii) Saga will timely respond to any FCC inquiries, and file amendments necessary to prosecute the WOQL 301 through a grant so long as the amendments do not further restrict the directional pattern for Station WOQL to cover a smaller area than provided by an antenna operating with the parameters set forth on Exhibit B.
- (iii) Inasmuch as the parties recognize that the proposed changes will serve the public interest, the parties agree that they shall not file comments or other pleadings opposing the WBOT 301 or WOQL 301, or the subsequent license applications, so long as the facilities granted by the FCC to Station WOQL do not limit or restrict the directional pattern, effective radiated power,

or antenna height of Station WOQL beyond the parameters described on Exhibit B.

- (iv) Saga will file comments in support of the WBOT 301 if ROI requests that Saga file such comments so long as Saga's comments are consistent with this Agreement.
- (v) Saga will construct the facilities specified in the WOQL 301 (to the extent that any construction may be required) and request program test authority promptly, but in no case later than ninety (90) days, following both (a) grant of the WOQL 301 by the FCC and (b) written notice from ROI to proceed.
- (vi) Saga will file an application (the "WOQL 302") requesting a license to cover the permit for the facilities described in the WOQL 301 promptly after modifying its facilities as specified in the WOQL 301.
- (vii) Subject to Section 10(d) herein, neither ROI nor Saga will take any action inconsistent with such cooperation or any action that may impede or delay FCC grant of the WBOT 301, the WOQL 301, the WBOT 302 or the WOQL 302, or that may impede or delay the grant of the WBOT 301, the WOQL 301, the WBOT 302 or the WOQL 302 from becoming a Final Order. For purposes of this Agreement, the term "Final Order" shall mean an action that has been taken

by the FCC (including action duly taken by the FCC staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which no timely request for stay, application for review, petition for reconsideration or of rehearing, appeal or petition for writ of certiorari or *sua sponte* action of the FCC with comparable effect shall be pending, and as to which the time for filing any such request, application, petition, appeal or petition for writ of certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

- (viii) During the term of this Agreement and prior to delivery of the payment described in Section 2, Saga agrees to prosecute the WOQL 301 and WOQL 302 applications diligently, including the submission of a timely response to any requests from the FCC for additional information.

(b) Cooperation by ROI. ROI shall cause Licensee to prosecute the WBOT 301 application diligently, including the submission of a timely response to any requests from the FCC for additional information. Subject to ROI's option to terminate as provided in Section 10(d) below, ROI will take all commercially reasonable actions necessary for the grant of the WBOT 301 application, and will pursue whatever local approvals are necessary, including zoning, for construction of the facilities specified in

the WBOT 301, except that once ROI shall have paid (or caused to be paid) to Saga the full amount of consideration called for Sections 2 (a) hereof, ROI shall have no obligation to complete construction of such facilities. That is, ROI's duty to make payment to Saga pursuant to the terms hereof shall *not* be contingent on ROI's successful construction of such facilities or the grant of the WBOT 302, but *only* on the filing and initial and final grant of the WOQL 301 and 302 applications and subject to Saga's receipt from ROI of the authorization to proceed as provided for in Section 1(a)(v)(b) above and ROI's right of termination as provided for in Section 10(d) below, as specified in more detail elsewhere in this Agreement.

2. Consideration to Saga. In exchange for Saga's cooperation and agreement to undertake the obligations described herein, ROI agrees as follows:

(a) ROI will pay to Saga the sum of Five Hundred Thousand Dollars (\$500,000.00) (the "Principal Amount") plus all reasonable expenses incurred by Saga in modifying the facilities of Station WOQL to accomplish the changes specified in the WOQL 301 application, including without limitation, FCC filing fees, purchase and installation of a directional antenna as described on Exhibit B, together with any modifications to the transmission system and tower, proof of antenna costs, survey and local engineering costs, outside engineering consultant fees and expenses, and attorneys and expenses incurred by Saga in connection with the performance of its obligations under Section 1 of this Agreement (collectively, the "Expenses" and, collectively with the Principal Amount, the "Saga Consideration"). In the event that the aggregate amount of Expenses incurred or to be incurred by Saga exceeds \$75,000 (the "Budget"), Saga shall,

to the extent practicable, notify ROI prior to incurring such Expenses in excess of the Budget and ROI shall have the right to approve such Expenses in excess of the Budget, which approval shall not be unreasonably withheld, delayed or conditioned. All Expenses shall be paid within ten (10) business days of the delivery by Saga to ROI of invoices reflecting such Expenses incurred by Saga pursuant to this Section 2(a). The Principal Amount shall be paid within five (5) business days after the grant of the WOQL 302 becomes a Final Order ("Payment Date"), regardless of whether ROI has been able to complete construction of modified facilities for Station WBOT or not, and regardless whether any application of Licensee has become a Final Order or not. ROI, in its sole discretion, may waive the requirement that the grant by the FCC of the WOQL 302 shall have become a Final Order prior to making payment of the Principal Amount. In the event this Agreement has been assigned to a successor licensee by ROI, by the date on which Saga files the WOQL 301, then, at Saga's sole option, prior to Saga's filing of the WOQL 301 the successor licensee shall deposit in escrow with an escrow agent mutually satisfactory to the parties the Principal Amount (plus an estimate of Expenses mutually agreed to by the parties) which shall be released to Saga on the Payment Date and shall be credited against the Principal Amount.

(b) Saga acknowledges that the consideration specified herein is sufficient to induce it to undertake the obligations specified in this Agreement and that no additional consideration is required.

(c) If a newly granted WOQL 301, obtained by Saga by complying in good faith with the terms hereof, would not allow WOQL to return to the existing WOQL

operating parameters described on FM Broadcast Station License File Number BLH-20041229ADT ("Existing WOQL Parameters") in effect prior to filing the WOQL 301, ROI shall pay to Saga the full remaining amount of the Saga Consideration. ROI shall pay to Saga the Saga Consideration at such time as it is determined, in the judgment of an independent attorney skilled in federal communications matters, mutually selected by FCC counsel for ROI and Saga, that Saga is unable to recover its Existing WOQL Parameters, notwithstanding the fact that (due to the mutual contingency of the applications or for any other reason except for a breach by Saga of its duties hereunder) the grant of the WOQL 301 or WOQL 302 applications may not otherwise be deemed to have become a Final Order by such time. The fees of such independent counsel shall be paid one-half by ROI and one-half by Saga. Within one year following the date of grant of the WBOT 301, ROI shall notify Saga as to whether it will or will not build the facilities described in the WBOT 301. In the event ROI notifies Saga that it will not build the facilities described in the WBOT 301, Saga shall, within 30 days of receipt of such notification, file with the FCC an FCC Form 301 requesting the Existing WOQL Parameters for WOQL. In such event, if Saga is able to recover its Existing WOQL Parameters, ROI shall pay Saga the sum of ONE HUNDRED THOUSAND DOLLARS (\$US100,000.00) plus the Expenses within 5 days after the FCC grants to Saga a construction permit specifying the Existing WOQL Parameters, and such grant becomes a Final Order, and Radio One shall not be obligated to pay Saga the Principal Amount.

3. Confidentiality. The parties and their respective agents shall each keep this Agreement confidential, and shall also keep all related documents and all business,

financial and other information obtained from each other confidential, except for (i) normal and customary disclosure of otherwise confidential information to either party's agents, such as the attorneys and engineers assisting in this transaction (ii) disclosure required by law, including without limitation, federal and state securities laws. Disclosure will also be permitted as part of any court proceeding to enforce the terms of this Agreement, as may be required by law, or as appropriate or necessary to complete FCC applications or any information returns required by the appropriate taxing authorities. Upon termination of this Agreement for any reason, each party's obligation to maintain confidentiality as to all information disclosed by the other hereunder shall survive said termination for a period of two years.

4. Representations and Warranties.

(a) ROI Representations and Warranties. ROI is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by ROI and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, subject to the laws of bankruptcy, insolvency, fraudulent transfer, reorganization and moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity, and no other proceeding on the part of ROI is necessary to authorize this Agreement and the transactions contemplated hereby. Neither the execution and the delivery of this Agreement nor compliance by ROI with its terms and provisions will violate (i) any

provision of the Articles of Incorporation or by-laws of ROI; or (ii) any material law, statute or regulation or, any injunction, order or decree of any government agency or authority or court to which ROI is subject.

(b) Saga Representation and Warranties. Saga is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Saga and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, subject to the laws of bankruptcy, insolvency, fraudulent transfer, reorganization and moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity, and no other proceeding on the part of Saga is necessary to authorize this Agreement and the transactions contemplated hereby. Neither the execution and the delivery of this Agreement nor compliance by Saga with its terms and provisions will violate (i) any provision of the Certificate of Formation or Operating Agreement of Saga; (ii) any material contract provision, license, franchise or permit to which Saga is a party or by which it is bound; or (iii) any material law, statute or regulation or any injunction, order or decree of any government agency or authority or court to which Saga is subject.

5. Expenses. Each party hereto shall bear all of its expenses incurred in connection with the obligations specified by this Agreement except for the Expenses incurred by Saga pursuant to Section 2 of this Agreement, which shall be paid by ROI in accordance with this Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, representatives, successors and assigns. No party hereto may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any such attempted assignment or delegation without such consent shall be void. Notwithstanding the foregoing, (i) ROI may, without prior written consent, assign this Agreement to a subsidiary of ROI or to any party that becomes the licensee of Station WBOT through asset acquisition, merger or upon transfer of control of ROI, and (ii) Saga may, without prior written consent, assign this Agreement to an affiliate or subsidiary of Saga or to any party that becomes the licensee of Station WOQL through asset acquisition, merger or transfer of Saga, provided that, ROI or Saga, agrees to procure and deliver in writing to Saga or ROI, as the case may be, the agreement of the proposed assignee or transferee that, upon consummation of the assignment of the license for Station WBOT or Station WOQL, as applicable, through asset acquisition, merger or transfer of control of ROI or Saga, the assignee or transferee will assume and perform this Agreement in its entirety without limitation of any kind.

7. Amendments; Waivers. The terms and conditions of this Agreement may be changed, amended, modified, waived, discharged or terminated only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision or term contained in this

Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision or term of this Agreement.

8. Notices. All notices requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by regular or certified United States mail or by Federal Express or a similar overnight courier service, postage and expenses prepaid, or, if sent by facsimile communications equipment, delivered by such equipment, addressed as set forth below:

(1) If to Radio One:

Radio One, Inc.
c/o John W. Jones
General Counsel
5900 Princess Garden Parkway
5th Floor
Lanham, Maryland 20706
Fax (301) 306-9638

(2) If to Saga, then to:

Saga Communications
of New England, LLC
Samuel D. Bush, Treasurer
73 Kercheval Avenue
Grosse Pointe Farms, MI 48236
Fax (313) 886-7150

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of the paragraph providing for the giving of notice.

9. Third Parties. Nothing in this Agreement shall be construed to invest any benefits or rights in any party other than Saga and ROI, and their permitted successors and assigns.

10. Termination of Agreement. Except as otherwise specified in other sections hereof, this Agreement shall terminate on the first to occur of:

(a) a material default by Saga in the performance of its obligations hereunder if Saga fails to cure its default within ten (10) business days following written notice from ROI to Saga specifying the event of default;

(b) a material default by ROI in the performance of its obligations hereunder if ROI fails to cure its default within ten (10) business days of written notice from Saga to ROI specifying the default, in which event, Saga shall be entitled to retain and receive payment of the Saga Consideration;

(c) payment of the Saga Consideration by ROI to Saga as described in Section 2 hereof;

(d) written notice by ROI to Saga at any time, prior to the date the grant of the WOQL 301 becomes a Final Order, of ROI's decision not to proceed with implementing the WBOT 301 and/or WBOT 302, in which event, (a) if Saga is unable to recover its Existing WOQL Parameters, ROI shall pay Saga the Saga Consideration in accordance with Section 2(c), or (ii) if Saga is able to recover its Existing WOQL Parameters, ROI shall pay Saga the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) plus the Expenses in accordance with Section 2(c).

11. Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, the Federal Communications Act of 1934, as amended, and the rules and regulations of the FCC.

12. Specific Performance. Saga agrees that the opportunity for ROI to modify Station WBOT to specify improved facilities is unique and that ROI would be irreparably injured if this Agreement is not specifically enforced after default by Saga. Therefore, ROI shall have the right to specifically enforce Saga's performance under this Agreement, and Saga agrees to waive the defense in any such suit that ROI has an adequate remedy at law, and Saga will interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

13. Cost of Enforcement. The party deemed to have substantially prevailed in any action to enforce the terms of this Agreement shall be entitled to an award of its costs, including but not limited to all reasonable attorneys fees and costs incurred prior to and during any litigation, to include any negotiation, settlement efforts, mediation and arbitration, and any appeals arising therefrom, and all other out of pocket costs of enforcement, as well as a reasonable allowance for the time of such party's management and principals devoted to the enforcement hereof, with the object being to put such party as nearly as possible into the position such party would have enjoyed had the other party not breached this Agreement.

14. Jurisdiction and Venue; Arbitration. The parties hereby consent to jurisdiction and venue as to any dispute arising from the subject matter of this Agreement

in the state courts of Suffolk County, Massachusetts, with respect to any suit or action to enforce a party's rights hereunder, including a suit or action to enforce an arbitration award.

15. Relationship of the Parties. Saga and ROI are independent entities and neither party is an agent, franchisee, partner or joint venturer with the other. Each party agrees to refrain from representing itself to be anything other than an independent entity. Neither of the parties is authorized to make any agreement, contract or representation on behalf of the other party or create any obligation, express or implied, on the part of the other.

16. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This Agreement shall then be construed and enforced as so modified.

17. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof, except as herein contained. The express terms hereof control and supersede any course of performance and or usage of trade inconsistent with any of the terms hereof. This Agreement may be amended or modified only by a writing signed by the party to be charged as the result of


such amendment or modification. The terms "hereof," "hereunder," "hereto" and the like shall refer to this Agreement as a whole and not to any particular section or paragraph of this Agreement.

18. Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories, and the parties shall inscribe page one hereof with an Effective Date the same as the last date of signature shown below.

19. Time of the Essence. Time is of the essence of this Agreement and of each and every term hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers, all as of the day and year shown below.

**SAGA COMMUNICATIONS OF
NEW ENGLAND, LLC**

By: 
Samuel D. Bush
Treasurer

RADIO ONE, INC.

By: _____
Linda E. Vilardo
Chief Administrative Office and Vice
President

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers, all as of the day and year shown below.

**SAGA COMMUNICATIONS OF
NEW ENGLAND, LLC**

By: _____
Samuel D. Bush
Treasurer

RADIO ONE, INC.

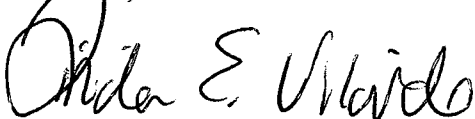
By: 
Linda E. Vilaro
Chief Administrative Office and Vice
President

Exhibit A

WBOT SPECIFICATIONS

Effective Radiated Power - 1.7 kw

Proposed Coordinates - 42-12-42/71-06-51 Tower ID 1006957

Height of Antenna Center of Radiation Above Ground Level - 29.9 m

Height of Antenna Center of Radiation Above Mean Sea Level - 217.6 m

Height of Antenna Center of Radiation Above Average Terrain - 173 m

WBOT antenna will not be directional

Exhibit B

WOQL SPECIFICATIONS

Effective Radiated Power – 6 kw

Proposed Coordinates – 42-47-24/72-09-06 Tower ID – not applicable

Height of Antenna Center of Radiation Above Ground Level – 38 m

Height of Antenna Center of Radiation Above Mean Sea Level - 434 m

Height of Antenna Center of Radiation Above Average Terrain - 100 m

WOQL antenna (directional) has the following characteristics:

<u>Azimuth</u>	<u>Relative Field</u>
0°	1.0
10°	1.0
20°	1.0
30°	0.989
40°	0.785
50°	0.624
60°	0.496
70°	0.496
80°	0.496
90°	0.624
100°	0.730
110°	0.720
120°	0.650
130°	0.650
140°	0.740
150°	0.805
160°	0.905
170°	1.0
180°	1.0
190°	1.0
200°	0.874
210°	0.695
220°	0.695
230°	0.695
240°	0.874
250°	1.0
260°	1.0
270°	1.0
280°	1.0
290°	1.0
300°	1.0
310°	1.0
320°	1.0
330°	1.0
340°	1.0
350°	1.0