

EXECUTION COPY

## TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement ("**Agreement**") is made as of the 6<sup>th</sup> day of April, 2007, by and among Radio One, Inc., a Delaware corporation ("**Programmer**"), Bonneville International Corporation, a Utah corporation ("**BIC**") and Bonneville Holding Company, a Utah corporation ("**BHC**"). Programmer, BIC and BHC are collectively referred to herein as the "**Parties**."

### RECITALS

WHEREAS, BHC is the licensee of radio station WXGG(FM) licensed to Waldorf, Maryland (the "**Station**");

WHEREAS, pursuant to an operating agreement with BHC, BIC operates the Station, and owns substantially all of the assets of the Station other than the licenses, permits and other authorizations issued to BHC by the Federal Communications Commission (the "**FCC**") relating to the Station (the "**FCC Authorizations**");

WHEREAS, Programmer, BIC and BHC have entered into an Asset Purchase Agreement of even date herewith (the "**Purchase Agreement**"), pursuant to which Programmer has agreed to purchase from BIC and BHC certain of the assets of the Station (the "**Purchase Transaction**"); and

WHEREAS, pending the closing of the Purchase Transaction, BIC desires to sell to Programmer airtime on the Station for the broadcast of programs produced, owned or acquired by Programmer, and Programmer has available or will secure radio programs that it desires to have broadcast on the Station and desires to purchase airtime from BIC for the broadcast of such programs, all on the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

**1. Agreement Term.** As used in this Agreement, the term of this Agreement (the "**Term**") will begin on April 1, 2007. The Term will continue until the closing of the Purchase Transaction (the "**Closing Date**") or the termination of the Purchase Agreement; provided, however, that the Term may be earlier terminated in accordance with the provisions set forth in this Agreement.

**2. Programmer's Purchase of Airtime and Provision of Programming.** Commencing at 12:01 A.M. Eastern Daylight Time on Saturday, April 7, 2007 (the "**Operational Commencement Date**"), Programmer shall purchase from BIC airtime on the Station for the price and on the terms specified herein, and shall transmit to BIC programming that it produces, owns or acquires (the "**Program**" or "**Programs**") for broadcast on the Station up to one hundred

sixty-eight (168) hours per week (the "**Broadcasting Period**"). BIC may air, during up to two (2) hours of airtime each week designated on the attached Schedule 2 (the "**Retained Programming Time**"), programming on the Station as necessary in order to fulfill a part of BHC's obligation as an FCC licensee to serve the needs and interests of the communities the Station serves. Programmer will transmit its Programs to BIC's transmitting facilities for the Station *via* the mode of transmission currently available, or other reasonable means as determined by BIC, and ensure that the Programs meet technical and quality standards at least equal to industry and Programmer standards for a similar radio station. Programmer shall comply with all rules, regulations, policies and guidelines of the FCC and all applicable laws. During the Term, neither BIC nor BHC will enter into any other time brokerage, joint sales, program provision, local marketing or similar agreement relating to the Station with any person or entity other than Programmer, except with respect to the Retained Programming Time.

**3. BIC's Broadcasting Obligations.** In return for the payments to be made by Programmer hereunder, BIC shall, beginning on the Operational Commencement Date, broadcast or arrange for the broadcast of the Programs delivered by Programmer during the Broadcasting Period specified in Section 2 above, subject to the provisions of Section 7 below and to the right of BIC to reject any Program or Programs which do not meet the technical and quality standards described in Section 2 above.

**4. Advertising Sales; Accounts Receivable; Contracts.**

**4.1 Advertising Sales.** Programmer will be exclusively responsible for the sale of advertising time on the Station beginning on the Operational Commencement Date. Programmer shall be entitled to all revenue from the sale of advertising time on the Station during the Programs provided by Programmer pursuant hereto regardless of when or by whom such revenue is collected.

**4.2 Accounts Receivable.** Programmer shall promptly (but in no event more than ten (10) business days after receipt) deliver to BIC any checks received by Programmer for any of BIC's accounts receivable in respect of the Station prior to the Operational Commencement Date. If the payment relates to an account receivable owed to both Programmer and BIC, Programmer shall deliver the balance due to BIC or the entire check to BIC with a statement indicating the amount due to Programmer and BIC shall pay such amount to Programmer within ten (10) business days of receipt of the check.

**4.3 Contracts.** The Parties shall cooperate to the extent feasible in effecting a lawful and commercially reasonable arrangement under which Programmer shall receive the benefits under all contracts related to the Station and identified on Schedule 4.3, and, in the event it receives such benefit (or such benefit is available during the Term for it to receive), Programmer shall perform or discharge on behalf of BIC the obligations and liabilities under, and shall reimburse BIC for the costs associated with, such contracts in accordance with Schedule 6.

## **5. Prorations.**

**5.1 Apportionment.** All income and expenses arising from the conduct of the business and operations of the Station shall be prorated between BIC and Programmer as of the Operational Commencement Date consistent with this Agreement. Such prorations shall be based upon the principle that BIC shall be entitled to all income earned and shall be responsible for all liabilities and obligations accruing in connection with the Station's operations until the Operational Commencement Date, and Programmer shall be entitled to such income earned and be responsible for such liabilities and obligations (but excluding depreciation of property, plant and equipment, amortization of definite lived intangibles, and impairment charges, if any, relating to goodwill and FCC licenses) accruing in connection with such operations thereafter. Such prorations shall include all ad valorem and other property taxes, deposits, utility expenses, liabilities and obligations under all Contracts, rents and similar prepaid and deferred items, and all other expenses attributable to the ownership and operations of the Station. All real estate taxes and personal property taxes, if any, shall be apportioned on the basis of the number of days that each Party owned or used the Real Property or Personal Property during the relevant tax year. The aggregate net adjustment amount determined in accordance with this Section is referred to herein as the "Proration Amount."

**5.2 Proration Notice.** To the extent sufficient information is available regarding proration items as of the Operational Commencement Date, proration shall be made as of such date. Within sixty (60) days after the Operational Commencement Date, Programmer shall deliver to BIC in writing and in reasonable detail a good faith determination of the Proration Amount determined as of the Operational Commencement Date (the "**Proration Notice**"). BIC shall provide reasonable assistance as requested by Programmer in making such determination. Programmer shall provide BIC backup documentation supporting the Programmer's preparation of the Proration Amount. If BIC disagrees with the Proration Amount determined by Programmer, BIC shall so notify Programmer in writing (the "**Proration Dispute Notice**") within thirty (30) days after the date of receipt of the Proration Notice, specifying in detail any point of disagreement and providing backup documentation supporting BIC's calculations. After the receipt of any Proration Dispute Notice, Programmer and BIC shall negotiate in good faith to resolve any disagreements regarding the applicable Proration Amount. If agreement is reached within thirty (30) days after Programmer's receipt of the Proration Dispute Notice, then upon reaching such agreement, BIC shall pay to Programmer or Programmer shall pay to BIC, as the case may be, the Proration Amount in the manner provided in Section 5.3 below.

**5.3 Payment of Proration Amount.** Each payment of the Proration Amount required hereunder shall be paid by wire transfer in immediately available funds to the account of the payee at a financial institution in the United States within five (5) business days of its final determination. Any payment not received by the party entitled thereto within this period shall bear interest from such date until paid in full at a rate per annum equal to the prime rate in effect at the end of such period (as published in the Money Rates column of Eastern Edition of *The Wall Street Journal*) plus four percent (4%).

6. **Term Payments.** For the rights granted to Programmer under this Agreement, Programmer agrees to pay BIC the amounts set forth in Schedule 6 hereto on the payment schedules included therein.

7. **Delivery a Condition to Broadcast of Programs.** The Station shall begin broadcasting the Programs in accordance with Section 2 above no later than the Operational Commencement Date.

8. **Operation, Ownership and Control of the Station.** Notwithstanding anything to the contrary in this Agreement, as long as BHC remains the licensee of the Station, BHC will have full authority, power and control over the operation of the Station (including finances, personnel and programming) during the Term, including determinations as to the Station's compliance with all applicable provisions of the rules, regulations and policies of the FCC and all other applicable laws. All employees of Programmer present at the Station or on their premises must comply with the reasonable policies and rules promulgated by BIC and BHC. In no event shall Programmer, or Programmer's employees, represent, depict, describe or portray Programmer as the licensee of the Station. Programmer shall cooperate with BIC in promptly responding to all mail, facsimile, e-mails, cables, telegrams or telephone calls directed to the Station in connection with the programming provided by Programmer or any other matter relevant to the responsibilities of a licensee of the Station. Promptly upon receipt, Programmer shall provide copies of all such correspondence to BIC so that copies thereof can be placed in the Station's public inspection file where required. Programmer shall promptly advise BIC of any public or FCC complaint or inquiry known to Programmer concerning such programming, and shall provide BIC with copies of any letters to Programmer from the public, including complaints concerning such programming. BIC shall control all matters or inquiries relating to FCC complaints and any other matters required to be responded to by a licensee of a station under the rules and regulations of the FCC. Programmer will provide, at its own cost and expense, such assistance therefor as reasonably requested by BIC or BHC. Without limiting the generality of the foregoing:

(a) The Station Manager of the Station (as designated by BIC in writing on the Operational Commencement Date or otherwise in its discretion) will be a full-time employee and will report to BIC and will direct the day-to-day operations of the Station under the direction and control of BIC in a manner consistent with the rights and responsibilities of BIC and Programmer under this Agreement. The Station Manager shall have no employment, consulting, or other relationship with Programmer.

(b) One full-time or two part-time employees, as determined by BIC, shall assist the Station Manager in running the day-to-day operations of the Station and in maintaining the Station's broadcast equipment and facilities.

(c) BIC shall control the policies, finances, programming and operations of the Station, including the right of discretion to preempt any programming or advertising. BIC may (i) reject or refuse Programs which BIC believes to be unsuitable or contrary to the public interest, or (ii) substitute a program (or programs) which BIC believes to be of greater local or national importance. However, BIC represents and agrees that

preemption shall only occur to the extent necessary to comply with obligations imposed by the FCC on BHC as an FCC licensee and the right of preemption shall not be exercised in an arbitrary manner or for the commercial advantage of BHC or BIC.

(d) BIC hereby reserves the right to refuse to broadcast any Program containing matter which violates, or which BIC reasonably believes violates any right of any credible third party, or which may constitute a personal attack, as that term has been defined by the FCC. BIC also has the right to refuse to broadcast any Program which does not meet the requirements of the applicable rules, regulations, and policies of the FCC. BIC further has the right to preempt any Program in the event of a local, state, or national emergency. BIC has the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification rule set forth in 47 C.F.R. Section 73.1212, as this rule may be changed from time to time by the FCC. In the event of any rejection and substitution of programming, BIC shall give written notice of such rejection and substitution to Programmer, and the reasons therefor, in advance of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause of any lesser notice).

(e) BIC shall control the Station's compliance with the FCC's applicable rules, regulations and policies with respect to (i) the ascertainment of community needs and problems, (ii) the broadcast of programming responsive to such needs and problems, (iii) the preparation and timely placement in the Station's public inspection files of such material as required by FCC regulations, including, without limitation, programs broadcast that treat significant issues, (iv) the maintenance of the Station's public inspection files, and (v) the FCC's technical operating requirements and main studio requirements.

(f) BIC shall control all steps necessary or appropriate to maintain the FCC Authorizations. In the event that Programmer shall cause to be broadcast on the Station material the broadcast of which (i) subjects BHC to a material risk of sanction, forfeiture or other penalty imposed by the FCC or other regulatory authority, or (ii) creates a material risk that the FCC Authorizations will not be renewed in the ordinary course or will be revoked, BHC shall be entitled to terminate this Agreement upon two (2) days' notice to Programmer. It is expressly understood that the termination rights provided in this Section 8(f) are provided solely for the purpose of protecting the FCC Authorizations and accordingly, BHC hereby covenants that such termination rights shall be invoked only to the extent necessary to protect the FCC Authorizations and shall not be exercised in an arbitrary manner or for the commercial advantage of BHC or BIC. The termination rights provided in this Section 8(f) shall be subject to the cure periods provided by Section 13.3 hereof.

**9. Music Licenses.** During the Term, Programmer shall maintain in full force and effect all music licenses with respect to the Station, except with respect to programming aired during the Retained Programming Time.

## **10. Programs.**

**10.1 Production of the Programs.** Programmer agrees that the content of the Programs it transmits to the Station shall conform to all applicable FCC rules, regulations and policies. BHC and BIC acknowledge that BIC's right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever shall, as between BIC, BHC and Programmer, be and remain vested in Programmer.

Programmer shall indemnify, defend and hold harmless BHC, BIC, the Station, and BHC's and BIC's affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns from any and all claims, damages, expenses, costs and liabilities, including reasonable attorneys' fees (at trial and on appeal) and the cost of defense, arising from the actions of Programmer involving Programs broadcast on the Station (or transmitted over the internet) that are furnished by Programmer, including but not limited to libel, slander, defamation, unlawful competition or trade practices, indecency, infringement of trademarks, trade names or program titles, violations of rights of privacy, infringements of copyright and proprietary rights, and violations of the Communications Act of 1934, as amended (the "*Communications Act*"), or the rules and regulations of the FCC.

BIC shall indemnify, defend and hold harmless Programmer, its affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns from any and all claims, damages, expenses, costs and liabilities, including reasonable attorneys' fees (at trial and on appeal) and the cost of defense, arising out of any programming or other matter broadcast by the Station other than the Programs, including but not limited to libel, slander, defamation, unlawful competition or trade practices, indecency, infringement of trademarks, trade names or program titles, violations of rights of privacy, infringements of copyright and proprietary rights, and violations of the Communications Act or the rules and regulations of the FCC.

The indemnification provisions of this Section 10.1 shall survive the termination of this Agreement.

**10.2 Political and Issue Advertising.** As BIC and BHC must oversee compliance with the political broadcasting rules of the FCC, such as equal opportunities, lowest unit charge, and reasonable access to political candidates, Programmer shall cooperate with BIC and BHC to comply with political broadcast matters, and shall supply such information promptly as may be necessary to comply with the political time recordkeeping and public file filings, lowest unit charge requirements and other provisions of federal law, including the Bipartisan Campaign Reform Act, relating to political and issue advertising.

**11. Expenses and Access.** During the Term, Programmer will be responsible for all expenses required for the performance of its obligations under this Agreement.

Notwithstanding any other provision hereof to the contrary but subject to any reimbursement obligation under Schedule 6, during the Term, BIC will be responsible for all expenses required for the performance of its and BHC's obligations under this Agreement,

including: (a) the salaries, benefits and similar expenses for those employees of BIC identified in Section 8 above, (b) federal, state and local income and franchise taxes applicable to BHC and/or BIC, (c) capital expenses with respect to the Station's transmission facilities, (d) rent, utilities and insurance with respect to the station's transmission facilities, (e) maintenance and repairs with respect to the Station's transmission facilities, and (f) ad valorem property taxes.

BIC grants to Programmer non-exclusive access to the Station's transmitter sites and the right to use BIC's equipment located in the Station's transmitter sites during the Term for purposes consistent with BIC's historical use of such sites and equipment. Programmer shall comply with the reasonable policies and guidelines of use communicated to Programmer by BIC during the Term hereof while accessing or using the Station's transmitters sites. Programmer will be responsible for all damage or misuse of property of the Station caused by Programmer's employees, agents or invitees (normal wear and tear excepted). BIC will be responsible for all damage or misuse of property of the Programmer caused by BIC's and BHC's employees, agents or invitees (normal wear and tear excepted). Programmer and BIC acknowledge and agree that the rights granted under this Section are not intended in any manner as a lease of such transmitter sites or other space. Programmer may, subject to BIC's prior written consent, provide, install and maintain at BIC's transmitter sites for the Station, at Programmer's sole cost and expense, any equipment necessary for the receipt of the programming by the Station. Title to any such equipment installed by Programmer shall remain with Programmer, and such equipment shall be removed by Programmer at its sole costs and expense if the Closing set forth in the Purchase Agreement is not consummated.

**12. Call Signs.** BHC and/or BIC, as appropriate, will retain all rights to the call letters for the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs it delivers for broadcast an announcement in a form satisfactory to BIC at the beginning of each hour of such Programs to identify the Station, as well as any other announcements required by the rules and regulations of the FCC.

**13. Events of Default; Termination.**

**13.1 Programmer's Events of Default.** The occurrence of any of the following may be deemed by BIC or BHC to be an Event of Default by Programmer under this Agreement:

- (a) Programmer fails to make timely payments in full as provided for in Section 6 of this Agreement;
- (b) Programmer fails to observe or perform any other material covenant, condition, agreement or obligation contained in this Agreement in any respect; or
- (c) Any representation or warranty made by Programmer under this Agreement is determined to be untrue at the time of its making in any material respect.

**13.2 BHC's and BIC's Events of Default.** The occurrence of any of the following may be deemed by Programmer to be an Event of Default by BIC and BHC under this Agreement:

- (a) The Station fails to broadcast the Programs under the terms of this Agreement;
- (b) BHC or BIC fail to observe or perform any material covenant, condition, agreement or obligation contained in this Agreement in any respect; or
- (c) Any representation or warranty made by BHC or BIC under this Agreement is determined to be untrue at the time of its making in any material respect.

**13.3 Cure Period.** Notwithstanding the foregoing, except for payments due from Programmer described in Schedule 6, an Event of Default will not be deemed to have occurred until fifteen (15) days after the non-defaulting Party has provided the defaulting Party with written notice specifying the Event(s) of Default and such Event(s) of Default remain(s) uncured; provided, however, that if the default is not of a nature which through the use of reasonable diligence can be cured within the 15-day period provided herein, the defaulting Party shall have no more than forty-five (45) days to cure such default so long as it commences diligent efforts to accomplish the cure. With respect to payments due from Programmer described in Schedule 6, an Event of Default will not be deemed to have occurred until five (5) business days after BHC or BIC has provided Programmer with written notice specifying the Event(s) of Default and such Event(s) of Default remain(s) uncured.

**13.4 Termination.** Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 13.3, a Party that is not then in material default under this Agreement may terminate this Agreement, effective immediately upon written notice to the defaulting Party. For purposes of the foregoing sentence, BIC and BHC shall together constitute but a single Party, and a default hereunder by one of them shall be deemed to constitute a default hereunder by both of them. This Agreement shall terminate without further action by either Party upon the termination (pursuant to the Purchase Agreement) or consummation of the Purchase Transaction. Upon the termination of this Agreement other than as a result of consummation of the Purchase Transaction, the Parties shall cooperate to transition back to BIC the operation of the Station. Upon such termination, the Parties agree to use their respective best efforts to restore each of the Parties, with respect to the Station's assets, to the status quo existing prior to the Operational Commencement Date, and agree to cooperate one with the other to bring about the fair and equitable restoration of each such party to its position prevailing prior to such time, except that payments by Programmer to BHC and BIC of amounts pursuant to Schedule 6 prior to such termination of this Agreement shall not be refundable to Programmer. The provisions of this Section shall survive the termination of this Agreement.

**14. Payola and Plugola.** Programmer shall provide to BIC in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is



identified in the program as having paid for or furnished such consideration in accordance with the Communications Act or the rules and regulation of the FCC. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times endeavor to proceed in good faith to comply with the requirements of Section 317 and 507 of the Communications Act.

**15. Authority.** Each of BHC, BIC and Programmer (as to itself only) represents and warrants to the other parties that: (a) it has the corporate power to enter into this Agreement and to consummate the transactions contemplated by this Agreement; (b) neither the execution, delivery, nor performance by BHC, BIC or Programmer of this Agreement conflicts with, results in a breach of, or constitutes a default or grounds for termination under any agreement to which BHC, BIC or Programmer, respectively, is a party or by which any of them is bound; (c) the execution and delivery of this Agreement by BIC, BHC and Programmer has been duly authorized by all necessary corporate action; and (d) this Agreement has been duly executed and delivered by each of BHC, BIC and Programmer and constitutes a legally valid and binding obligation of each such entity, enforceable against each entity in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors rights generally or equitable principles.

**16. Modification and Waiver; Remedies Cumulative; Survival.** No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of BHC, BIC or Programmer in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power operate as a waiver. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a Party may otherwise have. The rights of each Party hereunder shall survive the termination of this Agreement as to the covenants and obligation to pay, indemnify or reimburse as provided herein.

**17. Assignability; No Third Party Rights.** This Agreement shall be assignable by the Parties to same extent that the Purchase Agreement is assignable pursuant to the terms thereof. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

**18. Construction.** This Agreement will be construed in accordance with the laws of the District of Columbia without regard to principles of conflicts of laws.

**19. Counterpart Signatures.** This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

**20. Notice.** Any notice required under this Agreement must be in writing. Any payment, notice or other communication will be deemed given when delivered personally, five (5) days after being mailed by certified mail, one (1) day after being sent by recognized overnight courier, postage prepaid, or on the date sent via facsimile, addressed as follows (or to such other address designated in writing upon due notice to the other Party):

If to BIC:

Bonneville International Corporation  
55 North Third West, 8th Floor  
Salt Lake City, Utah 84180  
Attention: Bruce Reese, President & CEO  
Telephone: 801-575-7565  
Telecopier: 801-575-7567

With a copy to:

Bonneville International Corporation  
55 North 300 West, 8<sup>th</sup> Floor  
Salt Lake City, Utah 84180  
Attention: General Counsel  
Telephone: 801-575-7517  
Telecopier: 801-575-7509

If to BHC:

Bonneville Holding Company  
50 E. North Temple, 14th Floor  
Salt Lake City, Utah 84150  
Attention: Craig L. Christensen

With a copy to:

Kirton & McConkie  
60 E. South Temple, Suite 1800  
Salt Lake City, Utah 84111  
Attention: Randy K. Johnson  
Telephone: 801-328-3600  
Telecopier: 801-321-4893

and

Boyd J. Black, Esq.  
Second Floor, West Wing  
50 East North Temple Street  
Salt Lake City, Utah 84150-5100

Telecopier: 801-240-6235

If to Programmer:

Radio One, Inc.  
5900 Princess Garden Parkway  
7<sup>th</sup> Floor  
Lanham, Maryland 20706  
Attention: Alfred C. Liggins, Chief Executive Officer  
Telecopier: 301-306-9694

Radio One, Inc.  
5900 Princess Garden Parkway  
5<sup>th</sup> Floor  
Lanham, Maryland 20706  
Attention: General Counsel  
Telecopier: 301-306-9638

With a copy to:

Wiley Rein LLP  
1776 K Street, NW  
Washington, D.C. 20006  
Attention: Brook A. Edinger, Esq.  
Telecopier: 202-719-7049

**21. Entire Agreement.** This Agreement embodies the entire agreement and supersedes all prior oral or written understandings between the parties with respect to the subject matter of this Agreement; provided, however, that BHC, BIC and Programmer acknowledge that this Agreement does not supersede those portions of the Purchase Agreement addressing matters other than those specifically addressed in this Agreement.

**22. Relationships of Parties.** Neither BHC, BIC nor Programmer will be deemed to be the agent, partner, or representative of the other Party to this Agreement, and neither Party is authorized to bind the other to any contract, agreement or understanding.

**23. Force Majeure.** The failure of any Party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof or a force majeure or due to causes beyond such Party's control will not constitute an Event of Default under this Agreement, and neither Party will be liable to the other Party therefor. Programmer and BIC each agrees to exercise its best efforts to remedy the conditions of this Section 23 as soon as practicable.

**24. Subject to Laws; Partial Invalidity.** The obligations of the Parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The Parties agree that BHC, BIC and Programmer shall promptly file or cause to be filed a copy of this Agreement with the FCC as required by FCC rules and in the public inspection file

of the Station. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal or unenforceable provision. The Parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for time brokerage agreements for radio stations and agree that they shall negotiate in good faith to meet any FCC concern with respect to this Agreement if they are incorrectly interpreting current FCC policy or if FCC policy as hereafter modified so requires. If the Parties cannot agree to a modification or modifications deemed necessary by either Party to meet FCC requirements, the termination provisions of Section 13 above shall apply. The parties further agree that they will make all required filings with the FCC with respect to this Agreement.

**25. Headings.** The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provisions.

**26. Certification - FCC Rules.** Pursuant to Section 73.3555 of the FCC's rules, the Parties certify as follows:

- (a) BHC certifies that it shall at all times maintain ultimate control of the Station's facilities, including, specifically, control over the Station's finances, personnel and programming; and
- (b) Programmer certifies that this Agreement complies with the provisions of Section 73.3555 (a) and (c) of the FCC's rules.


**27. Confidentiality.** No Party shall disclose the terms of this Agreement to any third party, except as and when such disclosure is required by law.

*[signature page follows]*

12631996

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

BONNEVILLE INTERNATIONAL  
CORPORATION,  
a Utah corporation

By: 

Its: Pres-ICED

BONNEVILLE HOLDING COMPANY,  
a Utah non-profit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

RADIO ONE, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

**BONNEVILLE INTERNATIONAL  
CORPORATION,**  
a Utah corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BONNEVILLE HOLDING COMPANY,**  
a Utah non-profit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RADIO ONE, INC.,**  
a Delaware corporation

By: 

Its: LINDA J. VILARDO  
Vice President