

AGREEMENT

1. This Agreement is made and entered into this 14th day of November, 2001, by and between AAA Entertainment Licensing LLC ("AAA"), licensee of radio station WGKC(FM), FCC Facility ID 10112, Mahomet, Illinois, and JDL Broadcasting, Inc. ("JDL"), licensee of Station WMMC(FM), FCC Facility ID 28282, Marshall, Illinois.

2. Both WGKC and WMMC operate on 105.9 MHz, Channel 290A. WGKC's transmitter site is located at 40 deg. 13 min. 27 sec. north latitude, 88 deg. 17 min. 56 sec. west longitude ("WGKC Site"). WMMC's transmitter site is located at 39 deg., 22 min. 00 sec. n. lat., 87 deg. 46 min. 08 sec. w. lon. ("WMMC Old Site"). These two transmitter sites are separated by 105.5 kilometers ("km"), which is less than the 115 km required by Section 73.207(b) of the Rules and Regulations of the Federal Communications Commission ("FCC"); *i.e.*, the sites are "short-spaced" under the FCC's rules. As a result, under Section 73.213(c) of the FCC's Rules, each station is limited to the equivalent of 3 kilowatts ("kW") effective radiated power ("ERP") at a 100-meter antenna height above average terrain ("HAAT"), or the equivalent thereof calculated pursuant to Section 73.208 of the FCC's Rules and Regulations, in the direction of the other station. As of the date of this Agreement, WGKC operates with 1.25 kW ERP at 156 meters AAT, and WMMC operates with 3.0 kW ERP at 100 meters HAAT.

3. AAA wishes to operate WGKC with 6 kW ERP at 100 meters HAAT, or the equivalent. For the FCC to permit such operation, the short-spacing must be eliminated, so the transmitters sites of WGKC and WMMC must be at least 115 km apart. JDL hereby agrees to relocate the transmitter site of WMMC to a point at least 115 km from the present transmitter site of WGKC. The site identified for WMMC is at 39 deg. 21 min. 9.7 sec. n. lat., 87 deg. 49 min. 19.8 sec. w. lon. ("WMMC New Site").

4. AAA agrees to engage a reputable consulting engineering firm to prepare an application to the FCC for a construction permit to move WMMC to the WMMC New Site (the "WMMC Application"). The WMMC application will be prepared and delivered to JDL within thirty (30) days

after the date of this Agreement. Within five (5) business days after AAA presents the WMMC Application to JDL, JDL shall file that application with the FCC electronically. At JDL's request, AAA will undertake the mechanics of the electronic filing of the WMMC Application, provided that an authorized corporate officer of JDL signs and delivers a copy of the completed application on a paper version of FCC Form 301 to AAA; but in all events, the application will be filed in JDL's name.

Alternatively, JDL may elect to commission its own attorney and consulting engineer to prepare the WMMC application, at JDL's expense, in which case such application shall be submitted by JDL to AAA for AAA's approval, which approval shall not be unreasonably withheld, within thirty (30) days after the date of this Agreement. The application will then be filed by JDL with the FCC within three (3) business days after receipt of AAA's approval.

5. JDL agrees that within four (4) months after a grant of the WMMC Application, it will cause new facilities to be constructed at the WMMC New Site, will commence operation of WMMC at the WMMC New Site, and will terminate operation of WMMC at the WMMC Old Site. JDL will not submit the construction permit for WMMC to operate at the WMMC New Site to the FCC for cancellation unless this Agreement is terminated by JDL because of breach by AAA prior to the commencement of construction at the WMMC New Site.

6. AAA agrees to reimburse JDL for costs incurred in preparing and filing the WMMC application and in constructing facilities at the WMMC New Site, in the amount of Fifty-Thousand Dollars (\$50,000.00). Payment of this amount will be made by AAA in accordance with the terms of a contract for construction of a new tower for WMMC, such terms to be subject to the reasonable approval of AAA, and will be made by AAA directly to the tower contractor. No payment by AAA shall be required until the FCC has granted both the WMMC Application and the WGKC Application (as defined below) and such grants are final and beyond reconsideration, review, or appeal.

7. JDL hereby consents, and agrees to interpose no objection, to approval by the FCC of an application by AAA to increase the ERP of WGKC, up to a maximum to 6 kW at 100 meters AAT or

the equivalent (the "WGKC Application"). This consent and agreement is conditioned on a grant by the FCC of the WMMC Application without any condition materially adverse to JDL.

8. AAA and JDL further agree that each of them consents, and neither will interpose any objection, to any future application by the other to change the ERP, HAAT, or transmitter location of the other's station, provided that such change does not involve operation with a combination of power and antenna height in excess of the maximum permitted for the applicant's station class and is in full compliance with the FCC's Rules and Regulations in effect as of the date of said application or notification, including but not limited to the mileage separation requirements of Section 73.207 or any successor FCC rule, without any need for a rule waiver. The maximum facilities permitted for a station's class shall be determined according to Section 73.211 of the FCC's Rules or any successor rule. These mutual consents also include applications that rely on and comply with Section 73.215 of the FCC's Rules or any successor rule to demonstrate no interference to the other party.

9. All of JDL's consents given in this Agreement are conditioned upon the one-time payment of reimbursement to JDL as provided in Section 6 of this Agreement. AAA's payment obligation under Section 6 of this Agreement and its consents given in Section 8 of this Agreement are conditioned on the completion of the move of WMMC to the WMMC New Site, permanent abandonment of the WMMC Old Site, and JDL's compliance in all material respects with JDL's obligations under this Agreement.

10. Copies of this Agreement may be filed with the FCC by either or both parties, in connection with their respective applications for construction permit or otherwise.

11. This Agreement shall be construed in conformance with the Communications Act of 1934, as amended, and the Rules and Regulations of the FCC, as the same may be from time to time amended and, to the extent not governed by federal law, shall be construed in accordance with the laws of the State of Illinois applicable to transactions conducted entirely within that state between citizens of that state.

12. If any provision of this Agreement is declared to be unlawful, the remaining provisions of this Agreement shall remain in effect and be interpreted to give effect to the intentions of the parties to the maximum extent possible, provided that such continuation would not materially diminish the benefits of this Agreement for either party.

13. This Agreement shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, including, but not limited to, all successor licensees of WGKC and WMMC.

14. This Agreement sets forth the entire understanding of the parties, and supersedes any prior oral or written agreement or understanding, with respect to the subject matter hereof. It may be amended or modified only in writing signed by the party against whom enforcement is sought. Statements filed with the FCC by a party in connection with applications and/or rule making proceedings shall not be deemed amendments to this Agreement but may be relied on by the other party in interpreting this Agreement.

15. This Agreement may be terminated by either party if the WMMC Application has not been granted by the FCC within twenty-four (24) months after it is filed or if the grant is not final, in the sense of being beyond any further administrative or judicial review (a "Final Order"), within thirty-six (36) months after it is filed.

16. AAA shall file the WGKC Application not later than three (3) business days after the filing date of the WMMC Application. AAA may terminate this Agreement if the WGKC Application has not been granted by the FCC within twenty-four (24) months after it is filed or if the grant has not become a Final Order within thirty-six (36) months.

17. If either party fails to fulfill its obligations under this Agreement, the other party shall have the right to seek injunctive relief and/or specific performance. The party in breach agrees to waive any defense as to the adequacy of the other party's remedy at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy.

18. This Agreement may be executed in one or more counterparts, each of which shall have the full force and effect of an original and all of which shall be deemed one and the same document.

19. Each person executing this agreement individually and personally warrants that he or she has the authority to legally bind the party on whose behalf he or she has signed.

20. All notices or other documents contemplated by this Agreement shall be in writing, and shall be mailed, postage prepaid, by certified or registered mail, return receipt requested, with notice effective as of the date of actual or first attempted delivery, addressed as follows, or to such other address(es) as a party may provide to the other party from time to time:

If to AAA:

AAA Entertainment Licensing LLC
Attention: Mr. Peter H. Ottmar
1110 Central Ave.
Pawtucket, RI 02861-2262

If to JDL:

JDL Broadcasting, Inc.
Attention: J.D. Spangler
P.O. Box 158
Marshall, IL 62441

21. Neither party may assign any of its rights or obligations under this Agreement except to a successor licensee of its respective radio station, and each party shall be obligated to assign its rights and obligations hereunder to such successor licensee. If AAA assigns its obligations to a successor licensee of WGKC, AAA shall guarantee the performance its successor's obligation to make any payments to JDL under this Agreement that have not been or are not paid by the successor.

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

AAA ENTERTAINMENT LICENSING LLC JDL BROADCASTING, INC.

By: _____

Peter H. Ottmar
Chairman of Back Bay
Bay Broadcasters, Inc.,
ultimate manager of
AAA Entertainment Licensing LLC

By: _____

Name: _____

Title: _____