

Exhibit No. 8

Copy of Time Brokerage Agreement

TIME BROKERAGE AGREEMENT

This is a TIME BROKERAGE AGREEMENT ("Agreement") dated this 10th day of ~~June~~ 2005, by and between CCL, Inc., Licensee of Radio Station WTTX-FM ("the Station") located at Appomattox, Virginia ("the Licensee") and Positive Alternative Radio, Inc., ("Broker").

RECITALS:

WHEREAS, the Licensee is contemplating entering into an Asset Purchase Agreement for the sale of the Station to Broker, and the parties would thereafter file an application with the Federal Communications Commission (the "FCC" or "Commission") seeking the approval of the assignment of the Stations' licenses and associated permits and authorizations from Licensee to Broker; and

WHEREAS, once FCC approval is secured for the assignment of the Stations' licenses to the Broker, the parties wish to terminate this Agreement; and

WHEREAS, Broker desires to produce radio programs in conformity with this Agreement and all rules, regulations and policies of the FCC; and

WHEREAS, the Licensee has broadcast time available for use by Broker; and

WHEREAS, Broker desires to avail itself of such broadcast time and provide certain programs for broadcast on the Stations in conformity with the terms of this Agreement; and

NOW THEREFORE, in consideration of the above recitals and of the mutual promises and covenants contained in this Agreement, the parties, intending to be legally bound, agree as follows:

1. LICENSEE'S TRANSMISSION FACILITIES. Licensee agrees to make its broadcast transmission facilities available to Broker and to broadcast over the Station certain Programs of Broker which are to originate from the Station or from other appropriate facilities. Any costs attendant to transmitting programming to the Licensee's studios for broadcast will be that of Broker and as set forth herein. The Programs are described in **Appendix 1**. Any changes in the schedule of regular Programs must be provided in advance by Broker to the Licensee, and approved by Licensee.

2. TIMES AND RATES. The times and charges for the Programs to be broadcast are fully set forth in **Appendix 2**, attached to this Agreement, and are subject to change by mutual consent of the parties.

③ TERM. The term of this Agreement shall commence on July 13th 18th 7th, 2005 and, unless sooner terminated by virtue of the sale of the Station by Licensee to Broker in accordance with the terms hereof, shall continue for an initial term of one (1) year. If necessary and desirable, this Agreement is subject to renewal thereafter by mutual agreement of the parties.

4. PROGRAMMING AND PROGRAMMING STANDARDS. Broker will furnish the artistic personnel and all materials for the Programs provided for by this Agreement. All Programs will be delivered to Stations' studios suitable for broadcast in a manner satisfactory to the Licensee. All Programs supplied by Broker shall be prepared, written and broadcast in conformity with the rules, regulations and policies of the Federal Communications Commission, including state and local law to the extent necessary. The Licensee reserves the right to refuse to broadcast, suspend or cancel any Programs which do not, in the Licensee's sole discretion, determined in good faith, maintain a quality consistent with such laws and policies. In no instance will the Broker represent, suggest or otherwise give the impression over the broadcast airwaves or otherwise, that Broker has any ownership of, control over or connection with the operation of the Stations.

5. OPERATION OF STATIONS. Notwithstanding anything to the contrary in this Agreement, the Licensee shall have full authority and power over the operation of the Stations during the period of this Agreement. The Licensee shall retain control, said control to be reasonably exercised, over the policies, programming and operations of Stations, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to preempt any Program in order to broadcast a program deemed by the Licensee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of Ohio, and the rules, regulations, and policies of the Federal Communications Commission ("FCC"), including Section 310(d) of the Communications Act of 1934, as amended. The parties mutually agree that this Agreement will, at all times, be subject to the rules, regulations and policies of the FCC and that neither will take any action which would be inconsistent with such rules, regulations and policies. If any provision of this Agreement, or any Appendix or attachment to it, is deemed to be in violation of any present or future FCC rules, regulations and policies, the parties agree to mutually cooperate in modifying this Agreement in such manner as is necessary to effect compliance.

The Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programs broadcast under the terms of this Agreement unless the Licensee, at the request of Broker, has agreed in writing to do so.

The Licensee shall coordinate with Broker the Stations' hourly station identification announcements to be aired in accord with FCC rules.

The Licensee also retains the right to interrupt Broker's programming at any time, in case of an emergency, although both parties shall cooperate in the broadcast of emergency information over the Stations. Broker agrees that the Licensee, in its discretion, may preempt broadcast time purchased by Broker and cause the Stations to air certain programs in advancing the Stations' public interest responsibilities, and may require Broker's reasonable assistance in the production of those programs. Broker agrees to provide all reasonable assistance in both the production and broadcast of such programs.

6. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES. Broker shall be solely responsible for the salaries, payroll taxes, local or federal taxes of any nature, insurance, and related costs for all personnel used by Broker in the production of its

programming and advertising sales, and for any publicity or promotional expenses incurred by Broker. Broker shall be solely responsible for any expenses incurred in the origination and/or delivery of programming from any remote location and the Main Studios of Stations.

7. FORCE MAJEURE. Any failure or impairment of facilities or any delay or interruption in Broadcasting Programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof or force majeure, or due to causes beyond the control of the Licensee, shall not constitute a breach of this Agreement and the Licensee will not be liable to Broker, except to the extent of allowing in each such case a pro rata payment credit for such time or broadcasts at the rates indicated in this Agreement.

8. ASSIGNMENT. Neither party may assign its rights or obligations to a third party without the express written consent of the other party.

9. INTERPRETATION. This Agreement shall be construed in accordance with the laws of the State of Virginia, and the obligations of the Licensee under this Agreement are subject to the terms of the licenses held by the Licensee and to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other Commissions, governmental bodies or authorities presently existing or later constituted.

10. APPENDICES. All appendices and attachments referred to in this Agreement are deemed part of this Agreement and equally binding on the parties.

11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Licensee, Broker, and their respective successors and assigns.

12. COUNTERPART SIGNATURES. This Agreement may be signed in one or more counterparts. This Agreement will be effective as of the date on which the executed counterparts are exchanged by the parties.

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

BROKER:

(Positive Alternative Radio, Inc)

By: Edward A. Baker
Edward A. Baker
President

Date: 6-13-05

LICENSEE:

(CCL, Inc.)

By: Terry L. Cook
Terry L. Cook
President

Date: 6-10-05

BROADCAST TIMES AND CHARGES

1. **Broadcast Time Made Available to Broker by the Licensee on Radio Station WTTX:** Pursuant to the terms of this agreement, Broker shall be afforded the right to present programming on the Stations seven days a week, twenty-four hours per day, or any lesser amount of time that the parties may agree upon, except as follows:

(a) Such time as is required to broadcast public service announcements ("PSA's).

(b) Emergency broadcasts or other preempted programming deemed by the Licensee in its good faith discretion, to be in the public interest.

(c) Preempted or substituted programming, where, in the judgment of the Licensee, such programming would be more suitable and consistent with the programming rules, regulations and policies of the Station and/or the FCC.

(d) Programming supplied by the Licensee, as otherwise provided by the Time Brokerage Agreement.

② Fees, and Assumed and Reimbursed Costs:

(a) On a monthly basis, Broker will pay Licensee
\$8,000.00

(b) **Renewal of Agreement.** After the initial term of this Agreement, this Time Brokerage Agreement is subject to renewal by mutual agreement of the parties, at a rate to be determined during renewal negotiations.

(c) Licensee will maintain casualty and liability insurance, including broadcast errors and omissions insurance, in amounts comparable to standard industry practice, and naming the Licensee as a loss payee.

(d) Broker will be responsible for all programming and production costs, including program suppliers fees, music licensing fees, salaries, payroll and unemployment taxes, merchandise, supplies, draws and commissions.

(e) Other costs or reimbursements as provided in the Time Brokerage Agreement.

3. Refunds and Payments Credits.

(a) Provided Broker is not in breach of this Agreement, Broker shall be entitled to a credit against the next month's regular payment due to the Licensee, or, in the event of termination as provided for in the Agreement, a partial, pro rata refund of the past month's regular payment, for all broadcast time utilized by the Licensee, or otherwise not made available to Broker, as follows:

(i) Where the Licensee preempts the programming for Emergency Broadcasts, as provided for in the Agreement; or

(ii) Where the Licensee substitutes its own programming for Broker's scheduled programming, where, in the judgment of the Licensee, such programming would be more suitable and consistent with the programming rules, regulations and policies of the Station and/or the FCC.

(iii) Where, due to unscheduled maintenance, Acts of God or other force majeure, either Station has suspended normal broadcast operations, during times when Broker otherwise has a right, under this Agreement, to use of the Licensee's broadcast time.

(b) No payment credit or refund shall be due to Broker:

(i) For broadcast time reserved by the Licensee to meet its community service programming obligations, as set forth above; or

(ii) For time made available to broadcast public service announcements (PSA's); or

(iii) For time made available to broadcast any and all announcements and programs required to be broadcast under FCC Rules, Regulations and Policies, including, but not limited to, Station Identification, Sponsorship Identification, Responses to Station Political Editorials, Responses to Personal Attacks, and equal broadcast opportunities under the Commission's political broadcast rules and the Communications Act; or

(iv) For time not made available to Broker, after the Licensee has provided Broker with a Notice of Termination or Default, as provided in the Agreement.