

## AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (this "Agreement") is made as of September 24, 2007 between American Public Media Group, a Minnesota not-for-profit corporation ("APMG") and Trinity International Foundation, an Illinois not-for-profit corporation ("Affiliate").

### Recitals

A. Affiliate owns and operates the following radio station and its translator station (collectively, the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

WMCU(FM), Miami, Florida

B. Affiliate (as Seller) and APMG (as Buyer) are parties to an Asset Purchase Agreement (the "Purchase Agreement") with respect to the Station.

C. APMG produces, owns or licenses certain noncommercial classical music radio programs (the "Programs").

D. Affiliate desires to become an affiliate of APMG with respect to the Programs and thereby be entitled to broadcast the Programs on the Station to ensure continuity of programming and service to the community during the period prior to the closing under the Purchase Agreement.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin on the date hereof and will continue until the date two (2) years thereafter, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement).

2. Programming. In preparation for the transition of Station programming to the Programs provided by APMG, Affiliate shall temporarily discontinue broadcast operations on the Station no later than October 1, 2007, and shall provide appropriate notice to the FCC. Commencing no later than 30 days following the date Affiliate discontinues such broadcast operations, APMG shall provide the Programs for broadcast on the Station and the Station's broadcast operations shall recommence. During the Term, Affiliate agrees to broadcast the Programs provided by APMG twenty-four (24) hours per day, seven (7) days per week, excluding two hours per week at a time mutually agreeable to APMG and Affiliate, during which Affiliate may elect to broadcast materials other than the Programs. During the Term, APMG will, at its expense, transmit the Programs to the Station's transmitting facilities and Affiliate shall broadcast the Programs on the Station, subject to the provisions of Section 5 below.

APMG has obtained, or shall obtain at APMG's expense, from the producers of the Programs, the rights to distribute the Programs for broadcast on the Station.

3. Underwriting. During the Term, all underwriting and donations that are received by APMG with respect to the Programs broadcast on the Station shall be retained by APMG to offset a portion of APMG's costs in producing and licensing the Programs for use by the Station, delivering the Programs for broadcast on the Station and satisfying APMG's reimbursement obligations under Section 4 hereof. APMG shall not include in the Programs any fundraising activities that interrupt regular programming on the Station. Any underwriting and donations received by Affiliate related to the programming of the Station prior to the commencement of this Agreement shall be for the account of Affiliate.

4. Reimbursements for Broadcast Expenses and Contributions to General Operating Costs. APMG shall reimburse Affiliate for certain broadcast expenses and make contributions to certain general operating costs of the Station incurred by Affiliate, as set forth on *Exhibit A* attached hereto.

5. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Affiliate shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Affiliate shall bear responsibility for the Station's compliance with the rules, regulations and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Affiliate will: (1) employ a manager for the Station, who will report to Affiliate and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with APMG, (2) employ two other employees at the Station, who will report and be solely accountable to the manager, and (3) retain control over the policies, programming and operations of the Station.

(b) Nothing contained herein shall prevent Affiliate from (i) rejecting or refusing programs which Affiliate believes to be contrary to the public interest, or (ii) substituting programs which Affiliate believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Affiliate reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, or (ii) preempt any Program in the event of a local, state, or national emergency. If Affiliate preempts, rejects or otherwise refuses to broadcast any Program, then Affiliate shall promptly notify APMG of such action.

(c) APMG shall furnish such information to Affiliate and take such other actions as Affiliate may reasonably request to assist Affiliate in complying with its obligations as licensee of the Station. Without limiting the generality of the foregoing, APMG shall cooperate with Affiliate to ensure that EAS transmissions are properly performed in accordance with Affiliate's instructions. Each party shall deliver to the other a copy of any letters of complaint it

receives with respect to the Station and Affiliate shall include such letters in the Station's public inspection file as appropriate.

6. Programs.

(a) The Programs shall consist entirely of classical music programming. Affiliate acknowledges that it is generally familiar with the Programs and has determined that the broadcast on the Station of classical music programming of the type typically produced by APMG would serve the public interest. APMG shall ensure that the contents of the Programs, including all underwriting announcements, conform to all laws and regulations, including FCC rules, regulations and policies, including those applicable to noncommercial educational broadcast stations. Affiliate acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in APMG.

(b) Affiliate shall oversee and take ultimate responsibility with respect to the provision of equal opportunities for Affiliate's employees, and compliance with the political broadcast rules of the FCC, as those rules pertain to noncommercial educational broadcast stations. During the Term, APMG shall cooperate with Affiliate as Affiliate complies with its political broadcast responsibilities, and shall supply such information promptly to Affiliate as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. The Programs shall not include any programming that would generate equal opportunities for legally qualified candidates for public office.

(c) During the Term, Affiliate and APMG will maintain music licenses with respect to the Station and the Programs, as appropriate.

7. Expenses. Subject to Section 4, Affiliate will pay for its employees, including those contemplated by Section 5, maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain in all material respects the Station's broadcast operations as operated on the date hereof and in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites. Subject to Section 4, Affiliate will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.

8. Call Signs. During the Term, Affiliate will retain all rights to the call letters of 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. APMG shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. The Station's call letters shall be changed upon or prior to the commencement of the broadcast of the

Programs on the Station to such call letters as may be selected by APMG and approved by Affiliate (the "New Call Letters"), which approval shall not be unreasonably withheld or delayed. APMG and Affiliate shall cooperate in good faith, and Affiliate shall make such filings with the FCC, as may be necessary or advisable in connection with the change in the Station's call letters in accordance with the preceding sentence. APMG is authorized to use the New Call Letters in its Programs and in any material prepared with respect to the Programs.

9. Maintenance. During the Term, Affiliate shall maintain the operating power of the Station at the maximum level authorized by the FCC for the Station and shall repair and maintain the Station's towers and transmitter sites and equipment in accordance with generally accepted engineering practices in good operating condition (reasonable wear and tear excepted).

10. Facilities. If requested by APMG and subject to the consent of Affiliate's landlord, Affiliate shall provide APMG access to and the use of such space and facilities at the studios and offices of the Station as is reasonably necessary for APMG to exercise its rights and perform its obligations under this Agreement. If any landlord refuses to permit APMG to access the premises, Affiliate shall take such actions on the premises as reasonably requested by APMG, consistent with the lease. When on Affiliate's premises, APMG's personnel shall be subject to the direction and control of Affiliate's management personnel and shall not act contrary to the terms of any lease for the premises. Affiliate and APMG shall use their commercially reasonable efforts to coordinate the installation of any APMG equipment needed at any transmitter sites, including obtaining any needed permission or consent from the landlords of such sites.

11. Representations. APMG and Affiliate each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

12. Termination. This Agreement shall terminate upon closing under the Purchase Agreement. This Agreement may be terminated by either party upon written notice to the other in the event of any termination of the Purchase Agreement. This Agreement may be terminated by either party upon written notice to the other if this Agreement has been declared invalid or illegal in whole or in substantial part by an order or decree of an administrative agency or court of competent jurisdiction which is not subject to appeal or further administrative or judicial review, and the parties, acting in good faith, are unable to agree upon a modification of this Agreement so as to cause this Agreement to comply with applicable law.

13. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by APMG under this Agreement: (i) APMG fails to observe or perform any other obligation contained in this Agreement in any material respect; or (ii) APMG breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Affiliate under this Agreement: (i) Affiliate fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Affiliate breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured; provided however that the cure period for any payment default under this Agreement shall be three (3) business days. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. If this Agreement is terminated for any reason other than at closing under the Purchase Agreement, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status *quo ante*.

14. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

15. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC, including those applicable to noncommercial educational broadcast stations, and all other applicable laws

16. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Seller: Trinity International Foundation  
2065 Half Day Road  
Deerfield, IL 60015  
Attention: Mr. J. Michael Picha

With a copy (which shall not constitute notice) to: Michael D. Basile, Esq.  
Dow Lohnes PLLC  
1200 New Hampshire Avenue, N.W.  
Suite 800  
Washington, DC 20036-6802

If to Buyer: American Public Media Group  
480 Cedar St.  
Saint Paul, MN 55101  
Attention: General Counsel

17. Force Majeure. Any delay or interruption in the broadcast operation of the Station or the delivery of the Programs to the Station, in whole or in part, due to Acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of Affiliate or APMG shall not constitute a breach of this Agreement, and neither party shall be liable to the other for any liability or obligation with respect thereto.

18. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Florida without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

19. Certifications. Affiliate certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming.

[SIGNATURE PAGE FOLLOWS]

12713441

SIGNATURE PAGE TO AFFILIATION AGREEMENT

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

APMG:

AMERICAN PUBLIC MEDIA GROUP

By:   
Name: Jon R. McTaggart  
Title: Chief Operating Officer

AFFILIATE:

TRINITY INTERNATIONAL FOUNDATION

By: \_\_\_\_\_  
Name:  
Title:

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

APMG:

AMERICAN PUBLIC MEDIA GROUP

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

Name:

Title:

AFFILIATE:

TRINITY INTERNATIONAL FOUNDATION

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

Name: Paul Maurer

Title: President