

## **TIME BROKERAGE AGREEMENT**

TIME BROKERAGE AGREEMENT (this "Agreement") made this 7th day of January, 2002 by and between **SHAMROCK COMMUNICATIONS, INC.**, a Pennsylvania corporation (the "Licensee"), and **AMIGO BROADCASTING L.P.**, a Texas limited partnership (the "Programmer").

WHEREAS, Licensee is the owner and operator of Radio Station KHHL(FM), Leander, Texas (the "Station") pursuant to authorization issued by the Federal Communications Commission ("FCC").

WHEREAS, the Programmer is involved in radio station ownership and operation and has entered into an Asset Purchase Agreement dated January 7, 2002 (the "Asset Purchase Agreement") wherein the Licensee agrees to sell and the Programmer and KHHL ACQUISITION, LLC agrees to purchase the Station and substantially all of the assets of Licensee related thereto.

WHEREAS, until such time as closing of the transactions contemplated by the Asset Purchase Agreement occurs, the Licensee wishes to retain Programmer to provide programming for the Station that is in conformity with the Station policies and procedures and FCC policies for time brokerage arrangements, and the provisions hereof.

WHEREAS, Programmer desires to use the Station to broadcast such programming of its selection that is in conformity with all rules, regulations and policies of the FCC and to sell the Station's commercial advertising time, subject to Licensee's full authority to manage and control the operation of the Station, and therefore desires to purchase airtime from Licensee for the broadcast of such programs and advertisements.

WHEREAS, Programmer and Licensee agree to cooperate to make this Agreement work to the benefit of the public and both parties and as contemplated in this Agreement.

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

### **SECTION 1. USE OF STATION AIR TIME**

1.1 **Representations.** Both Licensee and Programmer represent that they are

legally qualified, empowered and able to enter this Agreement and that the execution, delivery, and performance hereof shall not constitute a breach or violation of any material agreement, contract or other obligation to which either party is subject or by which it is bound.

1.2 Effective Date: Term. The effective date of this Agreement shall be 12:01 a.m. on January 10, 2002 (the "Effective Date") and it shall continue in force for an initial term of twelve months from that date unless otherwise extended or terminated as set forth below.

1.3 Scope. During the term of this Agreement and any renewal thereof, Licensee shall make available to Programmer broadcast time upon the Station as set forth in this Agreement. Licensee shall make available to Programmer all facilities of the Station used or useful in its current operations, but at all times subject to Licensee's supervision and ultimate control. Programmer shall deliver such programming, at its expense, to the Station's transmitter facilities or other authorized remote control points as reasonably designated by Licensee. Programmer shall have the right to produce its programming (including commercial amounts and related production activities) from the Licensee's existing studio and production facilities. Subject to Licensee's reasonable approval, as set forth in this Agreement, Programmer shall provide programming of Programmer's selection complete with commercial matter, news, public service announcements and other suitable programming to the Licensee up to twenty-four (24) hours per day, seven days per week, but in any event, Programmer shall provide programming sufficient to meet the minimum hours of operation required by the FCC. Notwithstanding the foregoing, the Licensee shall retain the right to broadcast its own news, public affairs and non-entertainment programming for up to four hours each week. All program time not reserved by or designated for Licensee shall be available for use by Programmer and no other party.

1.4 Option to Renew. Subject to the termination provisions of Section 6 hereof, this Agreement may be renewed for one or more additional terms as agreed upon by the Licensee and Programmer.

1.5 Consideration. As consideration of the air time made available hereunder, Programmer shall make payments to Licensee as set forth in Attachment I.

1.6 Licensee Operation of Station. Licensee will have full authority, power and control over the management and operations of the Station during the term of this Agreement and during any renewal of such term. Licensee will bear all responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, (the "Act") the rules, regulations and policies of the FCC and all other applicable laws. Subject to the provision of Attachment II, Licensee shall be solely responsible for and pay in a timely manner all operating costs of the Station, including but not limited to maintenance of the studio and transmitting facility and

costs of electricity, except that Programmer shall be responsible for the costs of its programming as provided in Sections 1.8 and 2.3 hereof. Licensee shall employ at its expense a General Manager who shall report solely to and be accountable solely to the Licensee, and will direct the day-to-day operations of the Station, and who will report to and be accountable to the Licensee and Licensee shall be responsible for the salaries, taxes, insurance and related costs for such General Manager and shall maintain insurance satisfactory to Programmer covering the Station's transmission facilities. During the term of the Agreement and any renewal hereof, Programmer agrees to perform, without charge, and shall be responsible for routine monitoring of the Station transmitter performance and tower lighting, if and when requested by Licensee.

1.7 Licensee Representations and Warranties. Licensee represents and warrants as follows:

(a) Licensee owns and holds or will hold all licenses and other permits and authorizations necessary for the operation of the Station, and such licenses, permits and authorizations are and will be in full force and effect throughout the term of this Agreement. There is not now pending, or to Licensee's best knowledge, threatened, any action by the FCC or by any other party to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses, permits or authorizations. Licensee is not in material violation of any statute, ordinance, rule, regulation, policy, order or decree of any federal, state or local entity, court or authority having jurisdiction over it or the Station, which would have a material effect upon the Licensee, the Station or upon Licensee's ability to perform this Agreement. Licensee shall not take any action which would have a material impact upon the Licensee, the Station or upon Licensee's ability to perform this Agreement. All material reports and applications required to be filed with the FCC or any other governmental body have been, and during the course of the term of this Agreement or any renewal thereof, will be filed in a timely and complete manner.

(b) Subject to Programmer's reimbursement obligations, Licensee shall pay, in a timely fashion, all of the expenses incurred in operating the Station including salaries and benefits of Licensee's employee(s), lease payments, utilities, and taxes, as set forth in Attachment II (except those for which a good faith dispute has been raised with the vendor or taxing authority).

(c) Licensee has complied with and will continue to comply with all laws, rules and regulations governing the business, ownership and operation of the Station and the assets used and useful in the operation of the Station that are material in any way to this Agreement. Licensee shall be responsible for the Station's compliance with all applicable provisions of the Act, the FCC Rules and all other applicable laws.

(d) The transmitting and tower facilities of the Station are currently maintained and shall be maintained in accordance with good engineering practice and all applicable FCC Rules. The Station currently complies with and shall continue to comply with all material engineering requirements as set forth in its FCC authorizations, and Licensee shall take all steps reasonably necessary to insure continued compliance therewith. Except as provided for in the Asset Purchase Agreement, Licensee shall consult with Programmer prior to seeking any modification to the license of the Station.

(e) Licensee shall maintain a main studio as that term is defined by the rules and regulations of the FCC. Licensee shall maintain an appropriate public inspection file at a location in accordance with the FCC rules and shall, from time to time, place such documents in that file as may be required by the FCC rules.

(f) Throughout the Term, there shall be no liens, encumbrances, foreclosures, contractual defaults or outstanding balances of any kind or nature whatsoever which impede or prevent full and complete access to and use of the facilities of the Station for the transmission of Programmer's material, and the full performance by Licensee and by Programmer of their obligations under this Agreement.

1.8 Programmer Responsibility. Programmer shall be solely responsible for any expenses incurred in the origination and/or delivery of programming from any remote location and for any publicity or promotional expenses incurred by Programmer, including, without limitation, ASCAP and BMI music license fees for all programming provided by Programmer and shall employ and be responsible for the salaries, commission, taxes, insurance and all other related expenses for all personnel involved in the production and broadcast of its programs (including but not limited to on air personalities, engineering personnel, sales personnel, traffic personnel, board operators and other programmers and production staff members). Such payments by Programmer shall be in addition to any other payments to be made by Programmer under this Agreement.

1.9. Contracts. Programmer will enter into no third-party contracts, leases or agreements which will bind Licensee in any way except with Licensee's prior written approval.

1.10 Contract Obligations. Programmer shall, on and after the Effective Date, perform all obligations of Licensee, to the extent such obligations are required to be fulfilled pursuant to the terms of the contracts, agreements, and leases that are to be assumed by Programmer in accordance with the terms of the Asset Purchase Agreement.

## SECTION 2. STATION OBLIGATION TO ITS COMMUNITY OF LICENSE

2.1 Licensee Authority. Notwithstanding any other provision of this Agreement, Programmer recognizes that Licensee has certain obligations to broadcast programming to meet the needs and interests of listeners in Leander, Texas, the Station service area. From time to time the Licensee shall air specific programming on issues of importance to the local community. Nothing in this Agreement shall abrogate the unrestricted authority of the Licensee to discharge its obligations to the public and to comply with the Act and the rules and policies of the FCC.

2.2 Additional Licensee Obligations. Although both parties shall cooperate in the broadcast of emergency information over the Station, Licensee shall also retain the right to interrupt Programmer's programming in case of an emergency or for programming which, in the good faith judgment of Licensee, is of greater local or national public importance. Licensee shall also coordinate with Programmer the Station's hourly station identification and any other announcements required to be aired by FCC rules. Licensee shall continue to maintain a main studio, as that term is defined by the FCC, within the Station's principal community contour, shall maintain its local public inspection file in accordance with FCC rules, regulations and policies, and shall prepare and place in such inspection file or files in a timely manner all material required by Section 73.3526 of the FCC's Rule, including without limitation that Station's quarterly issues and program lists. Programmer shall, upon request by Licensee, provide Licensee with such information concerning Programmer's programs and advertising as is necessary to assist Licensee in the preparation of such information. Licensee shall also maintain the Technical Station logs, receive and respond to telephone inquiries, and control and oversee any remote control point which may be established for the Station.

2.3 Responsibility for Employees and Expenses. Programmer shall employ and be solely responsible for the salaries, commission, taxes, insurance and related costs for all personnel used in the production of its programming (including, but not limited to, salespeople, technical staff, traffic personnel, board operators, programming staff and air personalities). Licensee will provide and be responsible for the Station personnel necessary for the broadcast transmission and/or production of its own programs (including, without limitation, the Station General Manager and such operational and other personnel as may be necessary or appropriate), and will be responsible for the salaries, taxes, benefits, insurance and related costs for all the Licensee's employees used in the broadcast transmission of its programs and necessary to other aspects of the Station operation. Whenever on the Station premises, all personnel shall be subject to the overall supervision of Licensee's General Manager of the Station.

### SECTION 3. STATION PROGRAMMING POLICIES

3.1 Broadcasting Station Programming Policy Statement. Licensee has adopted and will enforce a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy

of which appears as Attachment III hereto and which may be amended in a reasonable manner from time to time by Licensee upon notice to Programmer. Programmer agrees and covenants to comply in all material respects with the Policy Statement, to all rules and regulations of the FCC, and to all changes subsequently made by Licensee or the FCC. Programmer shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this Agreement and all programs shall be prepared and presented in conformity with the rules, regulations and policies of the FCC and with the Policy Statement set forth in Attachment III hereto. All advertising spots and promotional material or announcements shall comply with applicable federal, state and local regulations and policies and shall be produced in accordance with quality standards established by Programmer. If Licensee determines that a program supplied by Programmer is for any reason, within Licensee's sole discretion, unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement it may, upon prior written notice to Programmer (to the extent time permits such notice), suspend or cancel such program without liability to Programmer. Licensee will use reasonable efforts to provide such written notice to Programmer prior to the suspension or cancellation of such program.

3.2 Licensee Control of Programming. Programmer recognizes that the Licensee has full authority to control the operation of the Station. The parties agree that Licensee's authority includes but is not limited to the right to reject or refuse such portions of the Programmer's programming which Licensee believes to be unsatisfactory, unsuitable or contrary to the public interest. Programmer shall have the right to change the programming supplied to Licensee and shall give Licensee at least twenty-four (24) hours' notice of substantial and material changes in such programming.

3.3 Programmer Compliance with Copyright Act. Programmer represents and warrants to Licensee that Programmer has full authority to broadcast its programming on the Station, and that Programmer shall not broadcast any material in violation of the Copyright Act. All music supplied by Programmer shall be: (i) licensed by ASCAP, SESAC or BMI; (ii) in the public domain; or (iii) cleared at the source by Programmer. Licensee will maintain ASCAP, BMI and SESAC licenses as necessary. The right to use the programming and to authorize its use in any manner shall be and remain vested in Programmer.

3.4 Licensee's Advertising and Revenues of Station. To the extent they are assignable, Licensee will assign to Programmer all of its agreements for advertising to be aired on the Station in effect on the commencement of the Effective Date and Programmer shall assume the obligations of Licensee to air the advertising required by such advertising agreements on the commencement of such Effective Date and Programmer shall be entitled to collect and receive the revenues related to the performance by Programmer (as assignee of Licensee) under such contracts

for all periods on and after the Effective Date. In the event any advertising time was prepaid to Licensee or any affiliate thereof for periods on or after the Effective Date, Programmer shall be entitled to reimbursement of the value of such advertising time to the extent delivered by Programmer after the effective time (calculated on a prorated basis with respect to the portion of performance under such prepaid agreement delivered before or after the Effective Date) and may set off against the amount of consideration otherwise payable by Programmer to Licensee under this Agreement.

The revenues of the Station (excluding Trade and Barter (see Section 3.9) shall be dealt with using the principle that Licensee shall be entitled to and receive all income of the Station earned, using the accrual method of accounting, prior to the Effective Date ("Licensee's Revenues"), and that Programmer shall be entitled to collect and receive all income of the Station earned, using the accrual method of accounting, on or after the Effective date ("Programmer's Revenues"), except unless otherwise agreed between the parties. Licensee shall be entitled to all revenues from sale of Station advertising during hours of each week, after the Effective Date, in which Licensee airs its own programming pursuant to Section 1.3 hereof. Revenues shall include, but not be limited to, compensation from network programs, revenues from any program supplier with respect to affiliation or use of programming. If Licensee receives any of Programmer's Revenue, it shall pay over such receipts to Programmer, and if Programmer receives any of Licensee's Revenue, it will pay over such receipts to Licensee. Any payments required under the immediately preceding sentence shall be made on or before the 10<sup>th</sup> calendar day of the month following receipt. Responsibility for payment of commissions due any national or other third party sales representative shall fall on the party who is entitled to the revenue for which the commission is payable.

3.5 Payola. Programmer agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Act and FCC requirements. Programmer agrees to annually, or more frequently at the request of the Licensee, execute and provide Licensee with a Payola Affidavit from each of its employees involved with the Station substantially in the form attached hereto as Attachment IV.

3.6 Cooperation on Programming. Programmer and Licensee mutually acknowledge their interest in ensuring that the Station serves the needs and interests of listeners in Leander, and the surrounding area and agree to cooperate to provide such service. Licensee shall, on a regular basis, assess the issues of concern to residents of Leander, and the surrounding area and address those issues in its public service programming. Programmer, in cooperation with Licensee,

will endeavor to ensure that programming responsive to the needs and interests of the community of license and surrounding area is broadcast, in compliance with applicable FCC requirements. Licensee will describe those issues and the programming that is broadcast in response to those issues and place issues/programs lists in the Station's public inspection file as required by FCC rules. Further, Licensee may request, and Programmer shall provide, information concerning such of Programmer's programs as are responsive to community issues so as to assist Licensee in the satisfaction of its public service programming obligations. Programmer shall also provide Licensee upon request such other information necessary to enable Licensee to prepare records and reports required by the Commission or other local, state or federal government entities.

3.7 Staffing Requirements. Licensee will be in full compliance with the main studio staff requirements as specified by the FCC.

3.8 Accounts Receivable. As soon as practicable after the Effective Date, Licensee shall deliver to Programmer a complete and detailed list of all the Accounts Receivable of the Station. During the five (5) month period following the Effective Date (the "Collection Period"), Programmer shall use its best efforts, as Licensee's agent, to collect the Accounts Receivable in the usual and ordinary course of business. Programmer shall not be required to institute any legal proceedings to enforce the collection of any Accounts Receivable or to refer any of the Accounts Receivable to a collection agency. Programmer shall not adjust any Accounts Receivable or grant credit without Licensee's written consent, and any amounts collected pursuant to this Section during any calendar month shall be paid to Licensee not later than the 10<sup>th</sup> calendar day of the following calendar month. Programmer further agrees not to pledge, secure or otherwise encumber such Accounts Receivable or the proceeds therefrom. Immediately following the expiration of the Collection Period, Programmer shall turn back the uncollected Accounts Receivable, together with all files concerning the collection or attempts to collect the Accounts Receivable, and Programmer's responsibility and liability for the collection of the Account Receivable shall cease. Unless otherwise specifically designated by the customers, payments received from customers shall be applied first to obligations such customers incurred up until midnight on the day prior to the Effective Date and shall not be applied to any obligations incurred by such customer after midnight on the Effective Date until the amount of the Accounts Receivable has been paid in full, unless Accounts Receivable are disputed by the account debtor, in which event such disputed Accounts Receivable, to the extent disputed, and all records pertaining thereto, shall be turned back to Licensee for resolution within sixty (60) days. Programmer shall incur no liability to Licensee for any uncollected account unless Programmer shall have engaged in willful misconduct or gross negligence in the collection of such account. During the Collection Period, except for disputed accounts, neither Licensee nor its agents shall make any direct solicitation of the account debtors for collection purposes. The accounting for the Account Receivable shall follow the same method and practices as now employed by Licensee for the Station,



using where reasonable, the computer now being used by Licensee, with Licensee's software programs. Licensee's General Manager shall have the right to review and audit the Accounts Receivable record keeping and collection process to verify the accuracy of the amounts(s) to be paid over to the Licensee.

3.9 Trade and Barter. To the extent they are assignable, Licensee shall on the Effective Date assign all of its trade and barter agreements for the sale of advertising time, other than for cash, with respect to the Station. If, on the Effective Date, (i) the aggregate fair market value of the Licensee's obligations relating to the Station on or after the Effective Date under trade, barter or similar arrangements for the sale of advertising time other than for cash (to the extent such obligation is assumed by Programmer pursuant to the Asset Purchase Agreement), minus the aggregate fair market value of the goods, services or other items to be received on or after the Effective Date under such trade and barter arrangements (to the extent the right to receive such goods or services is assigned to Programmer pursuant to the Asset Purchase Agreement) exceeds \$50,000.00, then Programmer and KHHL ACQUISITION, LLC shall receive a credit against the Purchase Price for the purchase of the Assets under the Asset Purchase Agreement for the amount of such excess or (ii) the aggregate fair market value of the goods, services or other items to be received on or after the Effective Date under such trade and barter arrangements minus the aggregate fair market value of the Licensee's obligations relating to the Station on or after the Effective Date under trade, barter or similar arrangements for the sale of advertising time other than for cash exceeds \$50,000.00, then the Purchase Price for the purchase of the Assets under the Asset Purchase Agreement shall be increased by the amount of such excess. The liability of the Station for unperformed time for purposes of this Section shall be valued according to the Station's prevailing rates as of the Effective Date.

#### SECTION 4. INDEMNIFICATION

4.1 Programmer's Indemnification. Programmer shall defend, indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description (collectively "Damages") resulting from (i) Programmer's breach of any representation, warranty, covenant or agreement contained in this Agreement, or (ii) any failure by Programmer or its employees and agents to take any action with respect to the Station, including, without limitation, Damages relating to violations of the Act or any rule, regulation or policy of the FCC, slander, defamation or other claims relating to programming provided by Programmer and Programmer's broadcast and sale of advertising time on the Station.

4.2 Licensee's Indemnification. Licensee shall defend, indemnify and hold

harmless Programmer from and against any and all Damages resulting from (i) Licensee's breach of any representation, warranty, covenant or agreement contained in this Agreement, or (ii), arising out of Licensee's operations and broadcasts to the extent permitted by law and any action taken or omission by the Licensee or its employees and agents with respect to the Station.

4.3 Limitation. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this section unless such claim for indemnification is asserted in writing delivered to the other party.

4.4 Time Brokerage Challenge. If this Agreement is challenged at the FCC, whether or not in connection with the Station's license renewal application, counsel for the Licensee and counsel for the Programmer shall jointly defend this Agreement and the parties' performance hereunder throughout all FCC proceedings and Programmer and Licensee shall share equally in the costs and expenses incurred in such defense. If portions of this Agreement do not receive the approval of the FCC staff, then the parties shall reform the Agreement as necessary to satisfy the FCC staff's concerns or, at Programmer's option and expense, seek reversal of the Staff's decision and approval from the full Commission or a court of law.

## SECTION 5. ACCESS TO PROGRAMMER MATERIALS AND CORRESPONDENCE

5.1 Confidential Review. Prior to the commencement of any programming by Programmer under this Agreement, Programmer shall acquaint the Licensee with the nature and type of the programming to be provided. Licensee shall be entitled to review at its discretion from time to time on a confidential basis any of Programmer's programming material it may reasonably request. Programmer shall promptly provide Licensee with copies of all correspondence and complaints received from the public (including any telephone logs of complaints called in), and copies of all program logs and promotional materials. However, nothing in this section shall entitle Licensee to review the internal corporate or financial records of the Programmer.

5.2 Political Advertising. Programmer shall cooperate with Licensee to assist Licensee in complying with all rules of the FCC regarding political broadcasting. Licensee shall promptly supply to Programmer, and Programmer shall promptly supply to Licensee, such information, including all inquiries concerning the broadcasting of political advertising, as may be necessary to comply with FCC rules and policies, including the lowest unit rate, equal opportunities, reasonable access, political file and related requirements of federal law. Licensee, in consultation with Programmer, shall develop a statement which discloses political broadcasting policies to political candidates, and Programmer shall follow those policies and rates in the sale of political programming and advertising. In the event that Programmer fails to satisfy the political broadcasting requirements

under the Act and the rules and regulations of the FCC and such failure inhibits Licensee in its compliance with the political broadcasting requirements, Programmer shall either provide rebates to political advertisers or release broadcast time and/or advertising availabilities to Licensee at no cost to Licensee.

## SECTION 6. TERMINATION AND REMEDIES UPON DEFAULT

### 6.1 Termination.

A. In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below by either Licensee or Programmer by written notice to the other if the party seeking to terminate is not then in material default or material breach hereof, upon the occurrence of any of the following:

(a) subject to the provisions of Section 7.9, this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(b) ten (10) days following delivery of written notice of termination by a party if the other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days of notice of such breach to the breaching party from the non-breaching party;

(c) the mutual written consent of both parties;

(d) there has been a material change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and not the subject of an appeal or further administrative review and this Agreement cannot be reformed, in a manner acceptable to Programmer and Licensee, to remove and/or eliminate the violation;

(e) upon the sale of the Station to Programmer and KHHL ACQUISITION, LLC by Licensee.

B. In the event that the Asset Purchase Agreement among Licensee, Programmer and KHHL ACQUISITION, LLC is terminated under either Section 9.1 or 9.2 of said Asset Purchase Agreement, this Agreement will terminate as follows:

(a) If the termination occurs between the first and fifteenth day of a calendar month, this Agreement will terminate on the last day of that month;

(b) If the termination occurs between the 16<sup>th</sup> and last day of a calendar month, this Agreement will terminate on the last day of the following month.

C. During any period prior to the effective date of any termination of this Agreement, Programmer and Licensee agree to cooperate in good faith to ensure that Station's operations will continue, to the extent possible, in accordance with the terms of this Agreement and that the termination of this Agreement is effected in a manner that will minimize, to the extent possible, the resulting disruption of the Station's ongoing operations.

6.2 Force Majeure. Any failure or impairment of the Station's facilities or any delay or interruption in the broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Licensee or Programmer, as applicable, or for power reductions necessitated for maintenance of the Station or for maintenance of other stations located on the tower from which the Station will be broadcasting, shall not constitute a breach of this Agreement provided, however, if as a result of any such event Licensee is prevented from broadcasting the programming provided by Programmer during any month in the Term, Programmer shall be entitled to a refund of the payment made under Section 1.5 hereof on a monthly basis as the total time of such cessation of programming during the month bears to the total amount of time to be provided by Programmer for that month.

6.3 Other Agreements. During the term of this Agreement or any renewal hereof, Licensee will not enter into any other agreement with any third party that would conflict with or result in a material breach of this Agreement by Licensee.

## SECTION 7. MISCELLANEOUS

### 7.1 Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) Neither this Agreement nor any of the rights, interests or obligations of either party hereunder shall be assigned, encumbered, hypothecated or otherwise transferred without the prior written consent of the other party, such consents not to be unreasonably withheld, except that Programmer may assign its rights and obligations under this Agreement, in whole or in

part, without the consent of the Licensee, to one or more subsidiaries or commonly controlled affiliates of Programmer upon written notice of such assignment delivered to Licensee.

7.2 Call Letters. Upon request of Programmer, subject to the consent of the Licensee, Licensee shall apply to the FCC for authority to change the call letters of the Station (with the consent of the FCC) to such call letters that Programmer shall reasonably designate. Licensee must coordinate with Programmer any proposed changes to the call letters of the Station before taking any action to change such letters.

7.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

7.4 Entire Agreement. This Agreement and the Attachments hereto embodies the entire agreement and understanding of the parties relating to the operation of the Station. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement will be effective unless evidenced by an instrument in writing signed by the parties.

7.5 Taxes. Licensee and Programmer shall each pay its own ad valorem taxes, if any, which may be assessed on such party's respective personal property for the periods that such items are owned by such party.

7.6 Headings. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

7.7 Governing Law. The obligations of Licensee and Programmer are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Act and the rules and regulations of the FCC. The construction and performance of the Agreement will be governed by the laws of the State of Texas (without regard to the choice of law provisions thereof).

7.8 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) sent by facsimile (with confirmed receipt), (iii) delivered by personal delivery, or sent by commercial delivery service or certified mail, return receipt requested, (iv) deemed to have been given on the date set forth in the records of the delivery service or on the return receipt, and (v) addressed as follows:

To Programmer: Amigo Broadcasting L.P.  
5600 Wisconsin Avenue, #308

Chevy Chase, MD 20815  
Attention: James A. Gammon  
Phone No. (301) 654-8123  
Fax No. (301) 656-5877

To Licensee: Shamrock Communications, Inc.  
149 Penn Avenue  
Scranton, Pennsylvania 18503  
Attention: William R. Lynett  
Phone No. (570) 348-9105  
Fax No. (570) 348-9109

7.9 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with all then existing FCC rules and policies which may be applicable, while attempting to preserve, as closely as possible, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

7.10. Arbitration. Any dispute arising out of or related to this Agreement that Licensee and Programmer are unable to resolve by themselves shall be settled by arbitration in Washington, D.C., by a panel of three arbitrators. Within ten business days after receipt of a demand for arbitration of either party, Programmer and Licensee shall each designate one disinterested arbitrator, and the two arbitrators so designated shall select the third arbitrator. If the two arbitrators are unable to agree as to the third arbitrator within ten business days of their appointment, then such third arbitrator shall be appointed by the American Arbitration Association upon request of either party. Before undertaking to resolve the dispute, each arbitrator shall be duly sworn faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of his or her understanding. The arbitration hearing shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association within thirty days of the appointment of the third arbitrator. The written decision of a majority of the arbitrators shall be final and binding on Programmer and Licensee. The costs and expenses of the arbitration proceeding shall be assessed between Programmer and Licensee in a manner to be decided by a majority of the arbitrators, and the assessment shall be set forth in the decision and award of the arbitrators.

Judgment on the award, if it is not paid within thirty days, may be entered in any court having jurisdiction over the matter. No action at law or suit in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by Programmer or Licensee against the other except (i) an action to compel arbitration pursuant to this Section, or (ii) an action to enforce the award of the arbitration panel rendered in accordance with this Section.

7.11 No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between the Licensee and the Programmer.

7.12 FCC Compliance. Licensee hereby certifies that it will maintain ultimate control over the Station's facilities, including specifically over Station finances, personnel and programming and Programmer certifies that this Agreement complies with the provisions of the radio contour overlap rule of Section 73.3555(a) of the FCC rules.


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**LICENSEE: SHAMROCK COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name: William R. Lynett  
Title: President

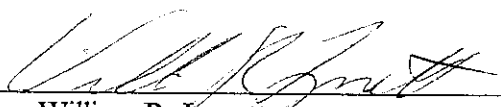
**PROGRAMMER: AMIGO BROADCASTING L.P.**

By:  \_\_\_\_\_  
Name: JAMES A. GAMMON  
Title: Executive Vice President



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**LICENSEE: SHAMROCK COMMUNICATIONS, INC.**

By:   
Name: William R. Lynett  
Title: President

**PROGRAMMER: AMIGO BROADCASTING L.P.**

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