

CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is entered into by and between Dean Goodman, an individual residing in Florida ("Goodman"), and GoodRadio.TV, LLC, a Florida limited liability company (the "Company"). This Agreement is entered into and made effective as of August 7, 2007 (the "Agreement Date").

W I T N E S S E T H

WHEREAS, Goodman wishes to contribute his entire ownership interest (the "Contributed Interest") in Dean Radio.TV Company-Newton, LLC, a Florida limited liability company, to the Company; and

WHEREAS, in order to accomplish the foregoing, Goodman and the Company shall enter into the Assignment and General Instrument of Transfer of Membership Interest attached hereto as Exhibit A upon receipt of all required consent (the "FCC Consent") of the Federal Communications Commission.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements herein contained, Goodman and the Company agree as follows:

ARTICLE I

CONTRIBUTION OF INTEREST

SECTION 1.1. Contribution of Interest. Subject to the terms and conditions of this Agreement, on the Contribution Date (as defined below), Goodman shall assign, transfer and deliver to the Company, as a contribution, free and clear of all title defects, objections, liens, pledges, claims, rights of first refusal, options, charges, security interests, mortgages or other encumbrances of any nature, other than those liens, security interests or other encumbrances set forth in Schedule A attached hereto, his right, title and interest in the Contributed Interest. The "Contribution Date" shall be a date set by the Company upon written notice to Goodman, which date shall be after the receipt of the FCC Consent and during the period of effectiveness of the FCC Consent, as such effective period may be extended from time to time. The parties hereto shall cooperate and use all commercially reasonable efforts to file promptly any application necessary to obtain the FCC Consent to prosecute such application and to obtain promptly a grant thereof. Following the contribution of the Contributed Interest by Goodman to the Company under this Section 1.1, Goodman will own a forty percent (40%) membership interest in the Company, as set forth in the Operating Agreement of the Company.

SECTION 1.2. Conveyance Instruments. In order to effectuate the contribution of the Contributed Interest as contemplated by this Article I, Goodman will execute and deliver, or cause to be executed and delivered, all such documents or instruments of assignment, transfer, or conveyance, in each case dated as of the Contribution Date, as the parties and their respective

counsel shall reasonably deem necessary or appropriate to vest in or confirm title to the Contributed Interest to the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. Representations and Warranties of the Company. The Company hereby represents and warrants to Goodman, as of the Agreement Date, that:

(a) Organization, Good Standing. The Company is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Florida. The Company has all requisite power and authority to conduct its business as presently conducted and to enter into and, subject to receipt of the FCC Consent, to perform its obligations under the terms of this Agreement.

(b) Agreements and Instruments Duly Authorized; No Conflict. The execution and delivery by the Company of this Agreement and the performance by the Company of the transaction contemplated herein have been duly authorized and approved. The execution and delivery by the Company of this Agreement and, subject to the receipt of the FCC Consent, the performance by the Company of the transaction contemplated herein and compliance by the Company with the provisions hereof do not and will not conflict or be inconsistent with, or result in a breach or violation of the terms, conditions or provisions of, or constitute a default under any statute, law, rule or regulation or any order, judgment, decree, indenture, mortgage, deed of trust, lease, covenant or other agreement or instrument to which the Company is a party or to which any of its properties is subject.

SECTION 2.2. Representations and Warranties of Goodman. Goodman hereby represents and warrants to the Company, as of the Agreement Date, that:

(a) Authority. Goodman has all the requisite power and authority, subject to receipt of the FCC Consent, to transfer the Contributed Interest and to enter into and, subject to receipt of the FCC Consent, to perform his obligations under the terms of this Agreement.

(b) No Conflict. The execution and delivery by Goodman of this Agreement, the performance by Goodman of the transaction contemplated herein (subject to receipt of the FCC Consent) and compliance by Goodman with the provisions hereof do not and will not conflict or be inconsistent with, or result in a breach or violation of the terms, conditions or provisions of, or constitute a default under any statute, law, rule or regulation or any order, judgment, decree, indenture, mortgage, deed of trust, lease, covenant or other agreement or instrument to which Goodman is a party.

ARTICLE III

MISCELLANEOUS PROVISIONS

SECTION 3.1. Amendment and Modification. This Agreement may be amended, modified or supplemented only by written agreement of the parties hereto.

SECTION 3.2. Waiver of Compliance; Consents. Any failure of a party to comply with any obligation, covenant, agreement, or condition herein may be waived by the other party; *provided, however*, that any such waiver may be made only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 3.2, with appropriate notice in accordance with Section 3.8 of this Agreement.

SECTION 3.3. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any party may assign any of its rights hereunder, but no such assignment shall relieve it of its obligations hereunder. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the parties, any successors and permitted assigns, any rights, remedy, or claim under or by reason of this Agreement or any provisions herein contained.

SECTION 3.4. Expenses. All fees and expenses incurred by any party in connection with the negotiation and execution of this Agreement shall be borne by the party that incurs such fees and expenses.

SECTION 3.5. Further Assurances. From time to time, at the request of Goodman or the Company and without further consideration, each party, at its own expense, will execute and deliver such other documents and take such other action as Goodman or the Company may reasonably request in order to consummate more effectively the transaction contemplated hereby and to vest in the Company good title in the Contributed Interest.

SECTION 3.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 3.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding Agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

SECTION 3.8. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses:

If to Goodman:

Dean Goodman
525 South Flagler Drive, Suite 21-A
West Palm Beach, FL 33401

If to the Company:

GoodRadio.TV, LLC
c/o Dean Goodman
525 South Flagler Drive, Suite 21-A
West Palm Beach, FL 33401

SECTION 3.9. Specific Performance. Each of the parties acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement and that irreparable harm would result if this Agreement were not specifically enforced. Therefore, the rights and obligations of the parties under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. A party's right to specific performance shall be in addition to all other legal or equitable remedies available to such party.

SECTION 3.10. Headings. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 3.11. Entire Agreement. This Agreement, including the other documents and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

SECTION 3.12. Severability. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

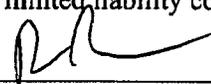
[Signature Page Follows Below.]

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

DEAN GOODMAN,
an individual residing in Florida



GOODRADIO.TV, LLC,
a Florida limited liability company



By: Dean Goodman
Its: Manager

EXHIBIT A

**ASSIGNMENT AND GENERAL INSTRUMENT OF
TRANSFER OF MEMBERSHIP INTEREST**

**ASSIGNMENT AND
GENERAL INSTRUMENT OF TRANSFER OF
MEMBERSHIP INTEREST**

WHEREAS, Dean Goodman, an individual residing in Florida (the "Transferor"), is the sole member of Dean Radio.TV Company-Newton, LLC, a Florida limited liability company (the "Company"); and

WHEREAS, the Transferor desires to assign, transfer and deliver to GoodRadio.TV, LLC, a Florida limited liability company (the "Transferee"), and the Transferee desires to acquire and take assignment and delivery of, the entire membership interest of the Company owned by the Transferor (the "Transferred Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Transferor warrants that he has good, marketable and indefeasible title to the Transferred Interest and the absolute right to assign, transfer and deliver the Transferred Interest to the Transferee, free and clear of all claims, security interests, liens, pledges, charges, escrows, options, proxies, security agreements or any other limitation or encumbrance of any kind, other than those encumbrances set forth in Schedule A attached hereto.

2. The Transferor hereby assigns, transfers and delivers to the Transferee the Transferred Interest so that the Transferee becomes the sole member of the Company. The Transferee hereby consents to and accepts such assignment, transfer and delivery of the Transferred Interest.

3. The Transferor and the Transferee shall take all necessary actions, obtain consents from third-party lenders (as applicable), and make, execute and deliver any other instruments, papers or documents, which shall or may be reasonably necessary or proper to assign, transfer and deliver the Transferred Interest to the Transferee.

4. This instrument shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

5. This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

[Signature Page Follows Below.]

IN WITNESS WHEREOF, the undersigned have made this Assignment and General Instrument of Transfer effective as of _____, 2007.

TRANSFEROR:

DEAN GOODMAN,
an individual residing in Florida

TRANSFeree:

GOODRADIO.TV, LLC,
a Florida limited liability company

By: Dean Goodman
Its: Manager