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Brokered Time Agreement

This agreement is between Newstalk 1240 WFOY (hereafter "WFOY") and Matt Mercer.

From February 26, 2010 through May 28, 2010, Matt Mercer agrees to license to WFOY on a non-exclusive and revocable basis and WFOY agrees to broadcast the program known as *"The Matt Mercer Show - Making Sense Out of the Law"* (also known as "The Matt Mercer Show"), hosted by attorney Matt Mercer (or his guest designee from time to time) on WFOY's 1240 am station (hereinafter, the "program") on Fridays from 9-10 a.m. Matt Mercer shall have the option to renew this agreement for up to four (4) additional successive terms.

WFOY will provide a board operator for the program and will provide reasonable assistance to Matt Mercer in the production and recording of the show. WFOY will also provide music and sound effects requested, and create a Broadcast Time Clock to specifications.

WFOY reserves 5 minutes of commercial air time during the program hour to air its own commercials (hereinafter, the "WFOY Commercial Minutes"). WFOY shall retain and enjoy all revenue it receives from the advertisers during the WFOY Commercial Minutes. With respect to the WFOY Commercial Minutes, Matt Mercer has the option to designate where within program's hour such commercials are run.

Matt Mercer may solicit, acquire and air during the program such commercials, announcements, and sponsorships, and, other than during the WFOY Commercial Minutes, at such times as Matt Mercer shall designate (hereinafter, the "Matt Mercer Commercial Minutes"); provided, however, that the content of the commercials, announcements, and sponsorships and the nature of the business of the advertisers cannot be offensive to WFOY in its reasonable discretion. Matt Mercer shall retain and enjoy full rights and revenue (if any) related to the Matt Mercer Commercial Minutes.

Matt Mercer has and shall have full, sole and exclusive ownership rights to the program, its syndication (if any), its content, branding, concept, intellectual property rights, and, with the exception of the WFOY Commercial Minutes, the program's profits and revenues.

The discounted cost of the airtime and services of WFOY to be provided hereunder is \$100 per hour of program air time (e.g., \$100 per week based on the above schedule). The first month of broadcasts must be paid in advance by either check or credit card. After that, you will be invoiced at the end of each month, and payment is due by the 10th. WFOY reserves the right to cease broadcast of you show if payment is not made in full by the 10th.

Consistent with the FCC, we reserve the right to immediately cancel your broadcast if the show's content is deemed inappropriate or inconsistent with our standards of quality, family-friendly broadcasting.


WFOY agrees to provide Matt Mercer with a digital recording of each show on a weekly basis; provided, however, the media, such as a jump drive, is to be provided by Matt Mercer.

Matt Mercer will receive 25 thirty-second promos per month and the parties will work in concert to develop the same. Matt Mercer will also have a 'button' on the WOFY web site, www.1240news.com.

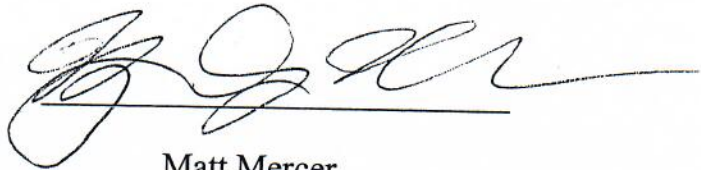
This agreement shall inure to the benefit of each party and its respective successors, heirs, and assigns. This agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements regarding the subject matter hereof. This agreement shall be governed by and construed under the laws of the State of Florida, without regard to its conflict of law provisions.

With signatures affixed, agreed to on this day, February 18, 2010.

Newstalk 1240 WFOY



By: Kristine Phillips, Owner



Matt Mercer