

the notice required under this paragraph unless the failure to give such notice materially prejudices the rights and interests of the Indemnifying Party.

(b) With respect to claims solely between the parties, following receipt of notice from the Indemnified Party of a claim, the Indemnifying Party shall have 30 days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Indemnified Party agrees to make available to the Indemnifying Party and/or its authorized representatives the information relied upon by the Indemnified Party to substantiate the claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of the 30-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full amount of the claim. If the Indemnified Party and the Indemnifying Party do not agree within the 30-day period (or any mutually agreed upon extension thereof), the Indemnified Party may seek appropriate remedy at law or equity.

(c) With respect to any claim by a third party as to which the Indemnified Party is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right at its own expense, to participate in or assume control of the defense of such claim, and the Indemnified Party shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Indemnified Party as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third party claim, the Indemnified Party shall have the right to participate in the defense of such claim at its own expense; provided, however, that the Indemnifying Party may not settle a third party claim without the prior consent of the Indemnified Party. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any third party claim within 30 days after receipt of the notice provided for in paragraph (b), it shall be bound by the results obtained by the Indemnified Party with respect to such claim.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every effort to reach a decision with respect thereto as expeditiously as possible.

(e) The indemnification rights provided in Sections 9.2 and 9.3 shall extend to the shareholders, partners, directors, officers, members, employees and representatives of any Indemnified Party although for the purpose of the procedures set forth in this Section 9.4, any indemnification claims by such parties shall be made by and through the Indemnified Party.

(f) The indemnification rights and obligations of the parties hereunder shall survive any termination of this Agreement.

9.5 Remedies. The parties recognize that if Licensee breaches this Agreement, monetary damages alone would not be adequate to compensate the Broker for its injury. Broker shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Broker to enforce this Agreement, Licensee shall waive the defense that there is an adequate remedy at law. In the event of Broker's breach of this Agreement or the Purchase Agreement,

Licensee shall be entitled to seek monetary relief from Broker in a court of competent jurisdiction and if such relief is granted, Licensee shall be entitled to recover from Broker all costs and expenses (including reasonable attorneys' fees); provided, however, that Licensee's entitlement to monetary relief shall not exceed the Purchase Price set forth in the Purchase Agreement.

9.6 Attorneys' Fees. In the event of the filing by either party of a lawsuit for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

SECTION 10. MISCELLANEOUS

10.1 Fees and Expenses. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution and performance of this Agreement, including all fees and expenses of counsel, accountants, agents and representatives and including any ad valorem taxes, if any, that may be assessed on such party's property.

10.2 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by electronic mail or personal delivery or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of electronic mail or personal delivery or the date set forth in the records of the delivery service or on the return receipt and (d) addressed as follows:

If to Licensee:	Sison Broadcasting, Inc. P.O. Box 620 Colchester, VT 05446 Attn: Paul S. Goldman PaulG@95triplex.com
with a copy to:	Lawrence Bernstein, Esq. 3510 Springfield Lane, NW Washington, DC 20008 lawberns@verizon.net
If to Broker:	Vox AM/FM, LLC 550 Cochituate Road, #25 Framingham, MA 01701 Attn: Bruce G. Danziger Voxmedia@aol.com

with a copy to: Sheehan Phinney Bass & Green PA
1000 Elm Street, 17th Floor
Manchester, NH 03101
Attn: Joseph A. DiBrigida Jr.
jdibrigida@sheehan.com

or to any other additional persons and addresses as the parties may from time to time to time designate in a writing delivered in accordance with this Section 10.2.

10.3 Benefit and Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall assign its rights and obligations under this Agreement without first obtaining the other party's written consent.

10.4 Further Assurances. The parties shall take any actions and execute any other documents that may be reasonably necessary or desirable to the implementation and consummation of this Agreement.

10.5 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Vermont (without regard to the choice of law provisions thereof).

10.6 Headings. The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

10.7 Gender and Number. Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine or neuter, and any other number, singular or plural, as the context requires.

10.8 Entire Agreement. Except for the Purchase Agreement, this Agreement and the attachments and schedules hereto collectively represents the entire understanding and agreement among the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties with respect to the subject matter hereof and cannot be amended, supplemented or changed except by an agreement in writing that makes specific reference to this Agreement and that is signed by the party against which enforcement of any such amendment, supplement or modification is sought, except that Licensee may waive any provision of the Policy Statement orally.

10.9 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

10.10 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.

10.11 Brokers. Licensee has dealt with DEFcom Advisors, LLC in connection with the transactions contemplated by this Agreement and shall be solely responsible for its broker's fee.

10.12 No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture between the parties.

10.13 Certifications.

(a) Broker's Certification. Broker certifies that its performance under this Agreement shall at all times comply with the applicable provisions of Section 73.3555 of the FCC's rules.

(b) Licensee's Certification. Licensee certifies that at all times it will maintain ultimate control over the Stations' facilities, including but not limited to control over the Stations' finances, personnel and programming.

10.14 FCC Filing. Pursuant to Section 73.3613 of the Commission's rules, Licensee shall within 30 days of execution submit a redacted copy of this Agreement and a redacted copy of the Purchase Agreement with the FCC. Redacted copies shall also be uploaded to the Stations' public files at that time.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by Licensee and Broker on the date first written above.

LICENSEE:

Sison Broadcasting, Inc.

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By: _____
Paul S. Goldman
President

BROKER:

Vox AM/FM, LLC

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By: _____
Bruce G. Danziger
President

Schedule 5.1 Policy Statement

Broker shall broadcast programs of the highest possible standard of excellence and comply with all rules and policies of the FCC with respect to programming. Without limiting the generality of the foregoing, Broker shall observe the following policies in the preparation, writing and production of its own (non-syndicated or network) programs:

1. Controversial Issues. Broker shall exercise care to ensure that, during any discussion of controversial issues of public importance, no attacks on the honesty, integrity or like personal qualities of any person or group of persons shall be made. During the course of political campaigns, Station programs (other than public forum or talk features) are not to be used as a forum for editorializing about individual candidates without the express permission of Licensee. If such events occur, Licensee may require that responsive programming be aired. In the event that a statute, regulation or policy is adopted that requires the airing of responsive programming, Broker shall comply with such statute, regulation or policy and shall provide such responsive programming.

2. Respectful of Faiths. The subject of religion and references to particular faiths and tenets shall be treated with respect at all times.

3. Donation Solicitation. Requests for donations in the form of a specific amount shall not be made if there is any suggestion that such donation will result in miracles, physical cures or life-long prosperity. However, statements generally requesting donations to support a broadcast or Church are permitted.

4. Treatment of Parapsychology. The advertising or promotion of fortune-telling, occultism, astrology, phrenology, palm reading or numerology, mind-reading, character readings or subject of the like nature shall not be broadcast.

5. No Ministerial Solicitations. No invitations by a minister or other individual appearing on the program to have listeners come and visit him or her for consultation or the like shall be made if such invitation alleges that the listeners will necessarily receive monetary gain or total physical cures for illness as the result of a payment made in the course of such visit.

6. No Vending of Miracles. Any exhortation to listeners to bring money to a Church affair or service is prohibited if the exhortation, affair or service contains any suggestion that miracles, total physical cures or life-long prosperity will result.

7. Sale of Religious Artifacts. The offering for sale of religious artifacts or other items for which listeners would send money is prohibited unless such items are normally available in ordinary commerce or are clearly being sold for proper fund-raising purposes.

8. No Enrichment Solicitation. Any invitation to listeners to meet at places other than a Church and/or to attend other than regular services of a Church is prohibited if the invitation, meeting or service contains any claim that life-long prosperity will result.

9. No Plugola or Payola. The mention of any business activity or "plug" for any commercial, professional or other related endeavor, except where contained in an actual commercial message of a sponsor is prohibited.

10. Lotteries. Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

11. No "Dream Books." References to "dream books," the "straight line" or other direct or indirect descriptions or solicitations relative to the "numbers game" or the "policy game" or any other form of gambling are prohibited.

12. No Numbers Games. References to chapter and verse paragraphs, paragraphs numbers or song numbers involving three digits should be avoided and, when used, must reasonably relate to a non-gambling activity.

13. Required Announcements. Broker shall broadcast (i) an announcement in form satisfactory to Licensee at the beginning of each hour to identify each Station and (ii) any other announcement that may be required by law, regulation or each Station's policy.

14. Commercial Record Keeping. No commercial messages or "plugs" (other than references relating to Broker, and its program and promotional and other activities) shall be made in programming presented over the Stations to any business venture, profit-making activity or other interest (other than noncommercial announcements for bona fide charities, Church activities or other public service activities) in which Broker or its employees is or are directly or indirectly interested without the same having been approved in advance by the Stations' General Managers or such broadcast being announced and logged as sponsored.

15. No Illegal Announcements. No announcement or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Stations.

16. Licensee Discretion Paramount. In accordance with Licensee' responsibility under the Communications Laws, Licensee reserves the right to reject or terminate any advertising or programming being presented over the Stations that is in conflict with Station policy or which in the Licensee' sole but reasonable judgment would not serve the public interest.

17. Programming Prohibitions. Broker shall not knowingly broadcast any of the following types of programs or announcements:

- (a) False Claims. False or unwarranted claims for any product or service.
- (b) Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy or any other unfair competition.
- (c) Commercial Disparagement. Any unfair disparagement of competitors or competitive goods.

- (d) Profanity. Any material that is slanderous, obscene, indecent, profane, vulgar, repulsive or patently offensive, either in theme or treatment.
- (e) Unauthenticated Testimonials. Any testimonials that cannot be authenticated.
- (f) Descriptions of Bodily Functions. Any material that describes bodily functions in a repellent manner.
- (g) Advertising. Any advertising matter or announcement that may, in the reasonable opinion of the Licensee, be injurious or prejudicial to the interests of the public or the Stations or to honest advertising and reputable business in general.
- (h) Contests. Any contests or promotions which are in any way misleading or constitute a public nuisance or are likely to lead to injury to persons or property.
- (i) Telephone Conversations. Any material whose broadcast violates any statute, regulation or policy, including without limitation to, Section 73.1206 of the FCC's Rules or any successor regulation dealing with the taping and/or broadcast of telephone conversations.

The parties may waive any of the foregoing policies in specific instances if, in the opinion of both Licensee and Broker, good broadcasting in the public interest is served.

In any cases where obvious questions of policy or interpretation arise, Broker will submit the same to Licensee for decision before making any commitments in connection therewith and Licensee shall use its reasonable best efforts to reach a timely decision taking into due consideration the business objectives of Broker. Absent a decision from Licensee, Broker shall not broadcast or commit to broadcast the program over which obvious questions of policy or interpretation have arisen.