

Good Time Oldies AFFILIATION AGREEMENT
(24 Hour Format)

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This AGREEMENT dated **December 22, 2000**, is between **JONES RADIO NETWORK, INC.** (hereinafter called "Corporation"), whose address is 8200 South Akron Street, Suite 103, Englewood, Colorado 80112, and **Prosperitas Broadcasting System, LP** (hereinafter called "Broadcaster"), whose address is **35 Baltimore St, CUMBERLAND, MD 21502** and telephone number is **301-786-4335**.

WHEREAS, Broadcaster is the legal operator of radio station **WCBC-FM**, whose city and county of license are **Keyser, WV and Mineral**, respectively (the "Station");

WHEREAS, Broadcaster desires to obtain the services of Corporation to provide the Station with the radio programming service set forth below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Broadcaster hereby engages Corporation to provide Broadcaster with the radio programming service set forth below. Corporation hereby accepts such engagement and hereby licenses to Broadcaster the radio programming service set forth below.

Programming Service: **"Good Time Oldies Renewal"** (hereinafter called the "Service")¹.

Term: The term hereof shall be for **36 months** from the effective date of **February 01, 2001**, or as adjusted for the actual on air date as may be agreed to by both parties in writing. Unless sooner terminated as provided herein, this Agreement shall automatically renew, upon the same terms and conditions, for successive 36 months term, unless either party gives the other written notice not less than ninety (90) days prior to the expiration of the then current term that it elects not to renew this Agreement. Notwithstanding the foregoing, this Agreement is subject to acceptance by Broadcaster within sixty (60) days of the date set forth in the first paragraph hereof and is voidable thereafter, at the option of Corporation.

License Fee: As a license fee for the Service, Broadcaster shall pay monthly installments of **\$0.00**, with such payments due and payable on the first day of each month. Whenever any payment is not made when due hereunder, such amount shall bear interest at the rate of eighteen percent (18%) per annum or the maximum allowed by law, from its due date. Upon execution of this Agreement, Broadcaster also agrees to pay a non-refundable start up fee of **\$0.00** which includes the first month's installment.

During the term of this Agreement, Broadcaster shall furnish to Corporation, free of any cost or expense, 2 minute(s) of commercial time per hour on the Station in and for every hour in which Broadcaster is operational (the 'Commercial Inventory'). Commercials to be cleared during such time will be supplied to Broadcaster through on-air network programming or closed circuit feeds. Broadcaster shall only broadcast the commercials in accordance with a log or schedule for the broadcast of the commercials, which will be supplied to the Broadcaster by Corporation.

¹ This sets forth the general type of programming services to be provided. The name or names which are used to describe such service may be changed from time-to-time.

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Within seven (7) days after each standard broadcast week, Broadcaster shall deliver to Corporation, on forms provided by Corporation, complete and duly executed reports and certificates of performance with respect to Broadcaster's broadcasting of commercial announcements during each broadcast week or month.

This Agreement, including the Additional Provisions contained herein and all attachments hereto (if any), contains all of the agreements, understandings, representations, conditions, warranties and covenants between the parties hereto. This Agreement may not be modified except by an instrument in writing signed by the parties. The parties acknowledge that they have not been induced to enter into the Agreement by any representation not set forth in writing herein and neither party shall be liable for any representation not set forth in writing herein. Broadcaster acknowledges that no employee or sales representative of Corporation is authorized to make any representation or warranty which is not set forth in writing in this Agreement and that Corporation makes no representations whatsoever that the Service will increase Broadcaster's ratings or sales. If Broadcaster believes it has any oral understanding different from the terms set forth herein, such oral understanding must be reduced to writing and signed by both parties hereto. In the absence of such writing, Broadcaster acknowledges that no oral warranties, representations or agreements of any kind whatsoever have been made. Broadcaster also acknowledges that Broadcaster is and shall remain in complete control of the Station.

ADDITIONAL PROVISIONS

1. Broadcaster agrees that it will be solely responsible for the construction, operation, provision and maintenance of all facilities and equipment necessary to receive the Service via satellite and to broadcast the Service in accordance with this Agreement.

2. (a) Broadcaster specifically agrees that the material broadcast on satellite will be used for broadcast on the Station only, and will not be used on any other station at any time, nor shall Broadcaster use the Service after the termination of this Agreement. Broadcaster shall not use the Service for broadcasting or distribution by any other means or media, including Digital Audio Radio Service or the Internet, without the prior written consent of Corporation. Broadcaster acknowledges that all material furnished by Corporation, including, but not limited to, the phrases, marks and titles of the Service are Corporation's sole and exclusive property and are licensed to Broadcaster for use in connection with the Service in Station's city of license and only for the term hereof. Corporation retains all other rights in and to said material. After the termination of this Agreement for any reason, Broadcaster shall not make any use whatsoever of any material furnished by Corporation and shall return all material to Corporation, prepaid, within ten (10) days after such termination.

(b) Corporation agrees that Broadcaster shall be the sole and exclusive broadcaster granted the right to broadcast the Service (according to the terms of this Agreement) from an antenna site located within the "Exclusivity Area". The Exclusivity Area shall be the geographic area of the Station's city of license (as existing and as authorized by the FCC as of the date hereof). Broadcaster acknowledges that the Service is non-exclusive as to broadcast from the areas outside of Station's Exclusivity Area and that Corporation reserves the exclusive right to provide, and to authorize others to provide, the same or similar programming services not broadcast from an antenna site located within the Exclusivity Area.

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Notwithstanding the foregoing, Corporation reserves the right in the Exclusivity Area to provide the Service via the Internet or any means other than broadcast radio.

(c) Broadcaster agrees that it will not utilize a translator or booster or increase its power or antenna height hereof without the prior written consent of Corporation.

(d) Corporation shall have the right to contract with and supply other programming formats than the Service to any other radio station, including any radio station in Broadcaster's broadcast area.

3. Broadcaster agrees that it will broadcast the Service in accordance with the instructions it receives from Corporation.

4. Broadcaster will pay all taxes levied on its possessions, use or right to use the Service and the material to be supplied hereunder and all sales or similar taxes, and that Broadcaster will pay all performance license fees, such as ASCAP, BMI, SESAC, etc.

5. Broadcaster warrants and represents that it has the right and power to enter into this Agreement and that it holds or has the legal right to broadcast and operate on a valid broadcast license from the Federal Communications Commission ("FCC") for the Station.

6. Broadcaster agrees to notify Corporation of the name of the assignee or transferee on the date Broadcaster enters into any agreement to assign the FCC license or there is an agreement to transfer a controlling interest in the Station (including a transfer of stock or other equity interest). No such transfer shall be effective unless this Agreement is assumed by the transferee and Broadcaster shall obtain an assumption of this Agreement by the new owner in the event of a transfer or assignment; provided the Corporation has the right not to consent to any such assumption. No consent by Corporation to any such transfer or assignment shall in any way relieve Broadcaster of any liability hereunder. Corporation may assign this Agreement or any part thereof.

7. Subject to Paragraph 8 below, this Agreement shall be governed by the internal laws of the State of Colorado. Broadcaster agrees that all actions or proceedings arising directly or indirectly from this Agreement shall, at the sole option of Corporation, be litigated only in the courts having situs within the State of Colorado. Broadcaster hereby consents to the venue and jurisdiction of any local, state or federal court located within the State of Colorado.

8. This Agreement is subject to all applicable rules, regulations and orders of the FCC now or hereafter in force; and neither party hereto shall be required to furnish any performance hereunder which would be a violation of any such rule, regulation or order.

9. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or by receipted overnight courier providing for next business day delivery, transmitted by telephonic facsimile, or mailed, postage prepaid, by registered or certified mail, return receipt requested, to the addresses set forth herein or to such other address as either party shall designate to the other in writing. Notices delivered personally shall be effective upon delivery. Notices sent by courier shall be effective on the next business day after

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delivery to the courier service. Notices transmitted by facsimile shall be effective when received. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, or three days after mailing, whichever is earlier.

10. If Broadcaster shall be prevented from broadcasting the Service or if Corporation shall be prevented from delivering the Service due to an act of God, force majeure, labor dispute, governmental or court order, or any other similar cause beyond their respective control, then the term of this Agreement shall be extended for the length of time of such nonperformance. Broadcaster must notify Corporation of any omitted broadcast in writing within ten (10) days of said event.

11. If any clause, sentence, paragraph or part of this Agreement or the application thereof shall, for any reason, be adjudged by a court or other tribunal of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement or the application thereof, but shall be confined in its operation to the clause, sentence or paragraph, or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the circumstances involved. It is the intent of the parties that this Agreement would have been accepted even if such invalid provisions had not been included.

12. Time is of the essence in the performance by Broadcaster of its obligations under this Agreement.

13. Corporation has the option to terminate this Agreement or suspend all services provided to Broadcaster hereunder five (5) days after sending written notice upon the occurrence of any of the following:

- a. Broadcaster's failure to pay when due any amount owing hereunder,
- b. Broadcaster's failure to perform any of its obligations hereunder,
- c. Broadcaster's change of transmitter location, tower height, power, and/or usage of translator or booster, without consent of Corporation,
- d. Broadcaster's failure to utilize the Service on or before the effective date set forth on page 1, or
- e. Broadcaster's failure to broadcast the Commercial Inventory as provided in this Agreement or failure to timely submit certificates of performance to Corporation.

Upon receiving notice of such termination or suspension, Broadcaster shall immediately cease using the Service. If Corporation elects to terminate this Agreement, at its option, Broadcaster shall remain liable for all license fees and the value of all Commercial Inventory due Corporation for the entire remaining term of this Agreement, and any other damages of any nature suffered by Corporation, directly or indirectly, as a result of Broadcaster's default. The value of the Commercial Inventory shall be determined by the Broadcaster's rate card. Broadcaster shall pay all costs and expenses that Corporation incurs in enforcing its remedies under this Agreement, including reasonable attorney's fees. All remedies of Corporation hereunder are cumulative and may be exercised concurrently or separately. No failure on the part of Corporation to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof. Termination or suspension by Corporation shall not affect or waive outstanding amounts due from Broadcaster to Corporation, nor constitute an election of remedies. Any extension of time to pay amounts due by Broadcaster shall not constitute either a waiver of rights by Corporation or the right to any future extension.

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Upon thirty (30) days written notice, Corporation may terminate this Agreement in the event Corporation decides to no longer provide the Service to radio stations generally.

14. Neither party shall be liable to the other party for special, incidental or consequential damages (even if such party has been advised of the possibility of such damages), including but not limited to loss of profits or anticipated sales, or on account of expenditures, investments or commitments made in connection with the business or goodwill of either party, or otherwise.

15. Corporation and Broadcaster agree to such other provisions as set forth below, if any:

1. Corporation acknowledges that Broadcaster is currently operating a three hundred (300) watt translator affixed to the transmitting tower of WCBC-AM, licensed to Cumberland, MD and located in Cumberland, MD. Broadcaster acknowledges that it must notify Corporation should translator power be increased or should existing antenna site for translator be changed. Broadcaster acknowledges that Corporation must approve any changes in translator power or location. Broadcaster also acknowledges that any format protection for Good Time Oldies format is limited strictly to that given WCBC-FM, as outlined in this Agreement.
2. CORPORATION agrees that in addition to the 'Exclusivity Area' granted BROADCASTER in 'Additional Provision' Page 2, Section 2a, it will not grant the right to broadcast the FORMAT to any other radio station whose broadcast tower is located within thirty-five (35) miles of Broadcaster's broadcast tower.
3. All other terms and conditions of this agreement shall remain in full effect.

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

JONES RADIO NETWORK, INC.

By: 

Phil Barry
Vice-President/General Manager

BROADCASTER
Prosperitas Broadcasting System, LP

By: 

David Aydelott
General Partner

Reference Sheet

Operations Managers:

Adult Hit Radio
J.J. McKay 303-784-8766

CD Country
John Hendricks 303-784-8758

Classic Hit Country
Lew Jones 303-784-8778

Crook & Chase
Jennifer Anderson 615-256-7700

Good Time Oldies
John Holiday 303-784-8776

Music of You Life
Karl Southcott 303-784-8743

(NAC) New Adult Contemporary
Super Audio
Steve Hibbard 303-784-8775

Nashville Nights
John Hendricks 303-784-8758

Rock Classic
Rich Bryan 303-784-8762

Soft Hits
Rick Brady 303-784-8767

US Country
Penny Mitchell 303-784-8756

Z-Spanish
Amador Bustos 916-646-4000

Engineering:

Rich Anderson
Director of Engineering
303-784-8760

Brian Anderson
Affiliate Engineer
303-784-8747

Operation Manuals:

Solie Simental
303-784-8678