

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (this "Settlement Agreement") is entered into as of October 30, 2009 (the "Effective Date") by and among (i) Visionary Related Entertainment, Inc., a California corporation ("Visionary Inc."), (ii) John Detz, an individual (iii) Frontier Radio Investors, LLC, a Delaware limited liability company ("Frontier LLC"), (iv) Frontier Radio Management, Inc., a California corporation ("Frontier Inc."), (v) Jason Wolff, an individual, and (vi) Visionary Related Entertainment, LLC, a Delaware limited liability company (the "Company"). Visionary Inc. and John Detz are sometimes referred to collectively as the "Visionary Parties." Frontier LLC, Frontier Inc. and Jason Wolff are sometimes referred to collectively as the "Frontier Parties." The Visionary Parties, the Frontier Parties and the Company are referred to herein collectively as the "Parties."

RECITALS

- A. On or about December 30, 2003, Visionary Inc. and Frontier LLC entered into an operating agreement regarding the organization and operation of the Company (the "Initial Operating Agreement"), which agreement was thereafter amended and restated (the "Restated Operating Agreement").
- B. In connection with the organization of the Company, Visionary Inc. and/or an affiliate of Visionary Inc. sold or contributed to the Company the operating licenses to all of the broadcast properties in the State of Hawaii then owned or operated by Visionary Inc. and/or its affiliate and all related property, including auxiliary facilities, furniture, fixtures and equipment and all other tangible and intangible property related to such broadcast properties.
- C. Following the effectiveness of the Initial Operating Agreement, Frontier LLC loaned certain sums to the Company and the Company issued promissory notes to Frontier LLC for such sums. The loaned funds were used in part to purchase and operate additional radio broadcast properties in the State of Hawaii, including operating licenses and all related property, including auxiliary facilities, furniture, fixtures and equipment and all other tangible and intangible property related to such additional broadcast properties, which promissory notes were thereafter amended (the "Financing").
- D. Following the Financing and the effectiveness of the Restated Operating Agreement, a dispute arose between the Visionary Parties and the Frontier Parties regarding the operation of the Company's broadcast properties, the correct interpretation of Restated Operating Agreement, and the amounts due and owing, if any, from the Company to Frontier LLC pursuant to the terms of the Financing. On May 12, 2008, Visionary Inc. and the Company filed a complaint against the Frontier Parties in the Circuit Court of the Second Circuit, State of Hawaii, Case Number CV-08-1-0252(3) and thereafter the Frontier LLC and Frontier Inc. filed a counterclaim against the Visionary Parties and the Company (the "Lawsuit").
- E. On August 5, 2008, the Parties entered into a "Mediated Settlement" agreement, a true and correct copy of which is attached hereto as Exhibit A (the "August 5, 2008

Agreement”). Following the entering of the August 5, 2008 Agreement, a dispute arose between the Visionary Parties and the Frontier Parties concerning whether the Mediated Settlement was a binding agreement and regarding the correct interpretation of the August 5, 2008 Agreement, including without limitation, whether the Visionary Parties were responsible for a pro rata portion of the Financing obligations in connection with the distribution of the Company’s assets to the Parties. On March 24, 2009 the Circuit Court held that the Mediated Settlement was a valid and enforceable settlement agreement.

- F. On May 20, 2009, the Honorable Judge E. John McConnell (Ret.) (“Judge McConnell”) ruled that the correct interpretation of the August 5, 2008 Agreement was that Visionary Inc. was discharged from any claims or obligations under the Financing. Judge McConnell also ordered that the parties not apply for transfer of any station licenses under further hearing was held (the “Financing Order”). A true and correct copy of the transcript of Financing Order is attached hereto as Exhibit B. The Parties agree that the Financing Order is a final and binding order which they accept and will not contest in any forum.
- G. On August 26, 2009, the Parties met with Judge McConnell and agreed to settle all of their respective claims against each other and to the final distribution of the Company’s assets and liabilities, including transfer to Visionary Inc. and to Frontier LLC respectively all station licenses and related property divided as agreed. Judge McConnell stated the Parties’ agreement into the record, a true and correct copy of the transcript of which is attached hereto as Exhibit C (the “August 26, 2009 Agreement”).
- H. The Company currently holds or otherwise owns the following full service radio station licenses and permits (collectively, the “Stations”) and any and all assets and other property related to the Stations, such as auxiliary facilities, furniture, fixtures and equipment, deposits, bank account monies, accounts receivable, and all other tangible and intangible property, including but not limited to those items listed on Schedules 1 (including Schedule 1A) and 2 (including Schedule 2A and 2B) (in each case or in the aggregate, collectively, the “Related Property”):
- | | |
|-----------------------|------------------------------|
| (1) KDDDB-FM Waipahu; | (10) KMKK-FM Kaunakakai; |
| (2) KPOI-FM Honolulu; | (11) KQNG-FM Lihue; |
| (3) KQMQ-FM Honolulu; | (12) KSRF-FM Poipu; |
| (4) KUMU-AM Honolulu; | (13) KSHK-FM Kekaha; |
| (5) KUMU-FM Honolulu; | (14) KQNG-AM Lihue; |
| (6) KAOI-FM Wailuku; | (15) KUAI-AM Elelee; |
| (7) KNUQ-FM Paauilo; | (16) KTBH-FM Kurtistown; and |
| (8) KDLX-FM Makawao; | (17) KHEI-FM Kihei. |
| (9) KAOI-AM Wailuku; | |
- I. The Parties have agreed to settle and resolve all disputes among them without the need for further dispute or challenge, including any further alternative dispute resolution proceedings before Judge McConnell (except as expressly authorized hereunder), pursuant to the terms of the Mediated Settlement and this Settlement Agreement and any related documents attached hereto or incorporated herein.

NOW THEREFORE, in consideration of the promises set forth herein, and for good and valuable consideration, the Visionary Parties, the Frontier Parties and the Company, agree as follows:

AGREEMENT

1. **Transfer of Assets and Certain Liabilities to Visionary Inc. and Frontier LLC.** The Visionary Parties and the Frontier Parties will cause the Company to initiate and complete the following actions:

1.1. The Company and Visionary, Inc. will cooperate and not earlier than August 31, 2009 and not later than five (5) business days following the Effective Date, in good faith will file with the Federal Communications Commission ("FCC") a Form 314 Application, provided such filing can be made subject to a final executed agreement or order by Judge McConnell, to distribute, transfer and/or assign from the Company to Visionary Inc. or its designee the licenses related to the Stations listed on Schedules 1 and 1A of this Settlement Agreement (the "Visionary Stations").

1.2. The Company and Frontier LLC will cooperate and not earlier than August 31 and not later than five (5) business days following the Effective Date, in good faith will file with the FCC a Form 314 Application, provided such filing can be made subject to a final executed agreement or order by Judge McConnell, to distribute, transfer and/or assign to Frontier LLC or its designee the licenses related to the Stations listed on Schedules 2, 2A and 2B of this Settlement Agreement (the "Frontier Stations").

1.3. At or prior to the Closing Time (as defined below), the Parties shall take all steps necessary to expeditiously obtain all necessary approvals of the FCC and any other government or private person to sell, transfer and/or assign to: (a) Visionary Inc. or its designee the licenses, permits, contracts, leases and Related Property of the Visionary Stations set forth on Schedule 1 and 1A; and (b) Frontier LLC or its designee the licenses, permits, contracts, leases and Related Property of the Frontier Stations set forth on Schedule 2, 2A and 2B.

1.4. The effective date of the transfer and distribution to Visionary Inc. and Frontier LLC of the Stations listed on Schedules 1 and 1A and 2, 2A and 2B shall be the date upon which the last FCC approval for all such transfers is granted and shall be referred to herein as the "Closing Time". As among the Parties, no further assignment or bill of sale from the Company to either Party shall be necessary in order to convey title to Stations and Related Property at the Closing Time, other than those assets that are specifically conveyed by a certificate of title (e.g., registered vehicles), which shall be duly endorsed by a Company representative in accordance with this Settlement Agreement; provided, however, that each of Visionary Inc. and Frontier LLC shall be entitled to receive from the Company a form of Bill of Sale executed by the Company and delivered at the Closing Time in the form attached hereto as Exhibit E. All assets distributed hereunder shall be "as is, where is" with all liens, encumbrances and defects remaining thereon.

1.5. In connection with the distribution of the Stations, the Company shall make the following specific distributions from the Company's cash on hand at the Closing Time (collectively, the "Cash Reimbursement Distributions"):

(a) First, a reimbursement distribution to Visionary Inc. or its designee in the amount of \$71,060.23 for funds advanced to the Company for the purchase of equipment used in the operation of KMKK FM and KTBH FM, stations in Hilo and Molokai;

(b) Second, a reimbursement distribution to Frontier LLC or its designee in the amount of approximately \$52,000.00 for the advancement of various Company expenses, proof of which shall be submitted to Judge McConnell for review and approval with a copy submitted simultaneously to Visionary Inc. for audit, both in advance of the Closing Time; and

(c) Third, a reimbursement distribution to Visionary Inc. or its designee in the amount of \$70,000 in deferred payments due and owing to Visionary Inc.

To the extent that the Company does not have sufficient cash reserves to make the third distribution set forth above in subsection (c), any amounts not so reimbursed shall automatically be offset against, and thereby reduce, the final principal payments due and owing under the Visionary Promissory Note (as defined below). To the extent that the Company has cash on hand at the Closing Time, the Cash Reimbursement Distributions shall be paid to the appropriate designated Parties within two (2) business days following the Closing Time and be accompanied by a summary of Company cash on hand at the Closing Time. Neither the Visionary Parties nor the Frontier Parties shall have any obligation to contribute additional cash to the Company in order to satisfy any proposed Cash Reimbursement Distributions.

1.6. All remaining cash of the Company shall be distributed within two (2) business days in accordance with paragraph 11 of the August 5, 2008 Agreement and such distributions shall be supported by reports listing Station collections and capital expenditures from the August 5, 2008 Agreement through the Closing Time. Any and all disputes regarding the distribution of the remaining cash by the Company shall be promptly submitted to and resolved by Judge McConnell by way letter briefs which set out each Party's position and do not exceed three pages in length.

1.7. Except for the Financing and any unknown and/or contingent claims which the Parties agree shall remain with the Company, the Parties shall cause all debts and obligations of the Company associated with each Station to be assumed by the Party receiving the license, permit and Related Property of such Station. Schedules 1 and 2, to the extent known by the Parties, list such debts and obligations; provided, however, that the failure to list any Station-specific debt or obligation shall not relieve the appropriate Party from responsibility to defend or otherwise having to assume and undertake the debt and obligation. Schedule 3 lists those assets currently located in Maui which the Parties have mutually agreed will be transferred to Frontier LLC at or before the Closing Time.

1.8. Company assets not available for final distribution to the appropriate receiving Party at the Closing Time or within the time frames contemplated hereby, such as refunds of partial premiums for cancelled Company insurance policies, shall be distributed promptly upon receipt by either Party in accordance with the allocation of the Stations and Related Property set forth in this Agreement.

2. **Visionary Promissory Note.** In accordance with paragraph 3 of the August 5, 2008 Agreement, at the Closing Time Visionary Inc. shall deliver to Frontier LLC or its designee a promissory note in the principal amount of \$500,000 and substantially in the form set forth as Exhibit D (the "Visionary Promissory Note").

3. **Visionary LLC.** Upon the transfer of the Stations as contemplated by this Settlement Agreement, Visionary Inc. and Frontier LLC shall automatically and simultaneously be deemed to have withdrawn as members of the Company by mutual consent and the Company will be deemed to be dissolved and its affairs wound up. To formally record such dissolution, at the Closing Time, Visionary Inc. and Frontier LLC shall cause a Certificate of Cancellation for the Company to be filed (via facsimile) with the Secretary of State for the State of Delaware. The Parties agree and represent to one another that no Party will challenge, directly or indirectly, the winding up of the Company pursuant to the terms of this Agreement and Exhibits A, B and C. In this regard, the only known liability remaining with the Company as of the Closing Time shall be the Financing and in accordance with the Financing Order, Visionary, Inc. is discharged from any claims or obligations for the Financing. As of the Closing Time, Frontier LLC shall assume the Financing Notes.

4. **Mutual Rights of First Refusal.** In accordance with Paragraph 3 of the August 5, 2008 Agreement, for a period of three years following the Closing Date (the "Option Period"), Visionary Inc. on the one hand, and Frontier LLC on the other hand, will have the following rights of first refusal ("First Refusal Rights") with respect to the Hilo Stations and Kauai Stations distributed to Frontier LLC (the "Frontier ROFR Stations"), and with respect to the Maui Stations distributed to Visionary Inc. (the "Visionary ROFR Stations"):

4.1. In the event that during the Option Period Frontier LLC enters into a binding written letter of intent or other agreement with a third party to sell one or more of the Frontier ROFR Stations, it shall promptly (not more than five (5) business days thereafter) provide a copy of said executed agreement to Visionary Inc., which executed agreement shall include the price, terms, schedule of closing and all covenants, representations and warranties under which Frontier LLC proposes to sell the Frontier ROFR Stations described therein (a "Third Party Purchase Agreement"). Any such Third Party Purchase Agreement shall expressly reference the First Refusal Rights granted hereunder and may only become effective between the parties thereto after such First Refusal Rights are not timely exercised. Visionary Inc. will have the right to purchase all, but not less than all, of the Frontier ROFR Stations described in said Third Party Purchase Agreement at the exact same price, terms, schedule of closing and subject to the same covenants, representations and warranties under which Frontier has agreed in said Third Party Purchase Agreement, as if Visionary Inc. were the purchaser under said Third Party Purchase Agreement, or as otherwise mutually agreed, and will notify Frontier LLC of its election to exercise its First Refusal Rights and automatically be deemed to be legally bound to a purchase agreement identical in form and content to the Third Party Purchase Agreement not later than 15 calendar days from the date it receives the Third Party Purchase Agreement. The transfer or sale of the Frontier ROFR Station(s) shall be accomplished as promptly as practicable pursuant to the terms of a purchase agreement identical in form and content to the Third Party Purchase Agreement. In the event Visionary Inc. exercises its First Refusal Rights but thereafter defaults or breaches the form of purchase agreement it is required to enter under this Section 4.1, then Visionary Inc. shall be liable for the damages incurred by Frontier LLC arising out of the

loss of the opportunity to sell the Frontier ROFR Stations under the binding Third Party Purchase Agreement and Visionary Inc.'s First Refusal Rights shall be forfeited and extinguished forever.

4.2. In the event that during the Option Period Visionary Inc. enters into a binding written letter of intent or other agreement with a third party to sell one or more of the Visionary ROFR Stations, it shall promptly (not more than five (5) business days thereafter) provide a copy of said executed Third Party Purchase Agreement to Frontier LLC. Any such Third Party Purchase Agreement shall expressly reference the First Refusal Rights granted hereunder and may only become effective between the parties thereto after such First Refusal Rights are not timely exercised. Frontier LLC will have the right to purchase all, but not less than all, of the Visionary ROFR Stations described in said Third Party Purchase Agreement at the exact same price, terms, schedule of closing and subject to the same covenants, representations and warranties under which Visionary Inc. has agreed in said Third Party Purchase Agreement, as if Frontier LLC were the purchaser under said Third Party Purchase Agreement, or as otherwise mutually agreed, and will notify Visionary Inc. of its election to exercise its First Refusal Rights and automatically be deemed to be legally bound to a purchase agreement identical in form and content to the Third Party Purchase Agreement not later than 15 calendar days from the date it receives the Third Party Purchase Agreement. The transfer or sale of the Visionary ROFR Station(s) shall be accomplished as promptly as practicable pursuant to the terms of a purchase agreement identical in form and content to the Third Party Purchase Agreement. In the event Frontier LLC exercises its First Refusal Rights but thereafter defaults or breaches the form of purchase agreement it is required to enter under this Section 4.2, then Frontier LLC shall be liable for the damages incurred by Visionary Inc. arising out of the loss of the opportunity to sell the Visionary ROFR Stations under the binding Third Party Purchase Agreement and Frontier LLC's First Refusal Rights shall be forfeited and extinguished forever.

4.3. If provided with a Third Party Purchase Agreement under Section 4.1 or 4.2, the receiving Party of such Third Party Purchase Agreement shall solely consider in good faith whether or not to exercise its First Refusal Rights on the terms presented in said Third Party Purchase Agreement, and shall not otherwise take any action to otherwise interfere with or disrupt the transactions proposed in said Third Party Purchase Agreement (e.g., communicate with the third party purchaser or FCC) should the receiving Party elect not to exercise its First Refusal Rights within the time period prescribed, and such Party shall be liable for any damages arising out of any such interference or disruptive actions.

4.4. In the event any Third Party Purchase Agreement includes the binding agreement of a Party to sell any stations or licenses that are not part of the Frontier ROFR Stations or the Visionary ROFR Stations, as the case may be, then the purchase price at which the Party who has the right to exercise First Refusal Rights over those Stations subject to such First Refusal Rights shall be calculated by the following formula: the total purchase price under the Third Party Purchase Agreement multiplied by a fraction, the numerator of which is the broadcast cash flow of the Stations subject to First Refusal Rights, and the denominator of which is the broadcast cash flow for all stations subject to the binding Third Party Purchase Agreement.

5. **Each Party to Bear Their Own Fees and Costs.** The Frontier Parties and the Visionary Parties each agree to pay their own legal fees and costs along with 50% of Judge McConnell's fee.

6. **Mutual Cooperation.** The Parties agree to cooperate on the timing, manner and content of any announcement about this Settlement Agreement. The Parties acknowledge that station employees are generally familiar with the fact but not the specifics of this Settlement Agreement. The terms of the Settlement Agreement shall remain confidential except as mutually agreed by Jason Wolff and John Detz; provided, however, that the Parties acknowledge that a fully executed copy of this Settlement Agreement including Schedules and Exhibits, but excluding Exhibits A, B and C, may be included with the materials submitted as part of the FCC applications referenced in Sections 1.1 and 1.2 above.

7. **Interim Operations.** Between the Effective Date and the Closing Time, the various Stations will be operated as follows:

7.1. Between the Effective Date and the Closing Time, the Visionary Parties will continue the operations of the Maui Stations. During this period, the Visionary Parties will also continue the operations of the Kauai, Hilo and Molokai Stations in the ordinary course of business.

7.2. Between the Effective Date and the Closing Time, the Frontier Parties will continue the operations of the Oahu Stations.

7.3. At Closing, the Frontier Parties will take over full operation and control of the Kauai, Hilo and Molokai Stations.

8. **Interim Disputes.** Any disputes related to this Settlement Agreement, which arise on or after the Effective Date, will be submitted to and decided exclusively by Judge McConnell with no right of appeal to any Hawaii or other court. Absent mutual agreement of the Parties, all such disputes shall be resolved by submitting letter briefs to Judge McConnell of not greater than three pages in length.

9. **Employee Transfers and Notifications.** The Parties agree that all employees of the Company shall be transferred to either Visionary Inc. or Frontier LLC based on the Station with which such employee was associated and the Party to which such Station was distributed, including the accrued benefits, pension plans, insurance coverages, claims, and other rights and obligations associated with such transferred employees. The Parties acknowledge and agree that to the extent that the transactions contemplated hereby constitute a "plant closing" or a "mass layoff" as defined in the federal Worker Adjustment and Retraining Notification Act (the "WARN Act") or otherwise require advance notification under the WARN Act or the Hawaii Dislocated Workers Act (Chapter 394B, Hawaii Revised Statutes) ("DWA"), the Parties will cooperate to provide all required 60-day advance notices and to otherwise comply with the requirements of federal and/or state law in connection with the distribution of the Stations. Notwithstanding anything to the contrary herein, each of Visionary Inc. and Frontier LLC acknowledges and agrees that as of the Closing Time each such Party shall be considered for purposes of the WARN Act the employer of those employees of the Company who are transferred to such Party in accordance herewith. Visionary Inc. or Frontier LLC, as the case may be, shall be solely responsible for the termination, transfer and rehiring of the former Company employees associated with the Stations distributed to such Party.

10. **The Visionary Release.** Effective upon the Effective Date, the Visionary Parties on their own behalf, and on behalf of their predecessors, successors, assigns, heirs, affiliates, subsidiaries, partners, principals, agents, representatives, officers, directors, attorneys, retained professionals, any corporation or entity owned by them, hereby release and discharge the Frontier Parties and the Company and their respective heirs, estates, executors, administrators, agents, assigns, servants, stockholders, principals, partners, members, employees, employers, directors, officers, managers, subsidiaries, affiliates, agents, representatives, attorneys, predecessors and successors, and each of them, in all capacities, including individually, from any and all claims, actions, liabilities, liens, debts, damages, losses, costs, expenses, obligations, suits, judgments, executions, demands and causes of action, at law or in equity, of every kind, nature and description, arising out of or in any way relating to any facts, actions, events or conduct occurring prior to and through the execution of this Settlement Agreement, but not the breach hereof which shall remain within the jurisdiction of Judge McConnell. The foregoing release shall only be effective as to claims arising on or after August 8, 2008 in the event the parties mutually enter into this Agreement without order of Judge McConnell. Should this Agreement or any settlement agreement or any aspect of any such agreement be entered into by order of or otherwise ordered by Judge McConnell, then in accordance with the August 26, 2009 Agreement, the Visionary Parties reserve their damage claims for post August 5, 2008 Agreement claims.

11. **The Frontier Release.** Effective upon the Effective Date, the Frontier Parties on their own behalf, and on behalf of their predecessors, successors, assigns, heirs, affiliates, subsidiaries, partners, principals, agents, representatives, officers, directors, attorneys, retained professionals, any corporation or entity owned by them, hereby release and discharge the Visionary Parties and the Company and their respective heirs, estates, executors, administrators, agents, assigns, servants, stockholders, principals, partners, members, employees, employers, directors, officers, managers, subsidiaries, affiliates, agents, representatives, attorneys, predecessors and successors, and each of them, in all capacities, including individually, from any and all claims, actions, liabilities, liens, debts, damages, losses, costs, expenses, obligations, suits, judgments, executions, demands and causes of action, at law or in equity, of every kind, nature and description, arising out of or in any way relating to any facts, actions, events or conduct occurring prior to and through the execution of this Settlement Agreement (and for the avoidance of doubt, the Frontier Parties and the Company release and discharge the Visionary Parties from the Financing or any alleged obligations arising out of the Financing), but not the breach hereof which shall remain within the jurisdiction of Judge McConnell. The foregoing release shall only be effective as to claims arising on or after August 8, 2008 in the event the parties mutually enter into this Agreement without order of Judge McConnell. Should this Agreement or any settlement agreement or any aspect of any such agreement be entered into by order of or otherwise ordered by Judge McConnell, then in accordance with the August 26, 2009 Agreement, the Frontier Parties reserve their damage claims for post August 5, 2008 Agreement claims.

12. **Operational Claims.** In the event any Claim is made against the Company and/or the Frontier Parties and/or the Visionary Parties relating to any event prior to the Closing Time, the following shall apply: (a) Visionary Inc. shall be responsible for any claims made against or incurred by the Company with respect to the operations of all Maui Stations; and (b) Frontier

LLC shall be responsible for any claims made against or incurred by the Company with respect to the operations of the Oahu, Kauai, Molokai and/or Hilo Stations.

13. **Dismissal of Actions.** Subject to the proviso of the release covenants in Sections 10 and 11, within five days of the Closing Time, the Parties shall dismiss with prejudice any and all claims or counterclaims against one another, including the Lawsuit.

14. **No Admission.** This Settlement Agreement is entered into in compromise of disputed claims and contentions. Neither negotiation or execution of this Settlement Agreement shall be construed in any way as an admission by any Party of any liability of any kind.

15. **Governing Law.** This Settlement Agreement shall be governed by and interpreted according to the laws of the State of Hawai'i and any disputes concerning this Settlement Agreement must be litigated in the State of Hawai'i.

16. **Final Expression.** This Settlement Agreement, including the Recitals, Exhibits and Schedules hereto, constitutes the whole and only existing and binding agreement between the Parties hereto on the subject matter hereof, superseding all prior understandings, whether written or oral, including the Financing. All section headings in this Settlement Agreement are inserted herein for convenience only and shall not affect any construction or interpretation of this Settlement Agreement.

17. **Counterparts.** This Settlement Agreement may be executed in counterparts which, taken together, shall constitute one and the same agreement, and shall be effective, as of the date first written above, when signed by all of the Parties hereto and when executed counterparts of this Settlement Agreement have been exchanged between the Parties' counsel.

18. **Attorneys' Fees.** If any Party hereto institutes any judicial action, contested matter, or adversary proceeding against any other Party hereto in connection with any dispute or matter arising under or related to this Settlement Agreement or found to be released hereby or thereby, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

19. **Review by Counsel.** Each Party represents and warrants that they have been represented by independent legal counsel of their own choice throughout all of the negotiations which preceded the execution of this Settlement Agreement and that this Settlement Agreement has been reviewed by such independent legal counsel.

20. **Taxes.** The Parties hereby agree that the accounting firm of Holthouse Carlin & Van Trigt LLP, shall prepare the Company's final income tax return not later than 3 and ½ months following the first to occur of (a) the end of the Company's tax year, or (b) the Closing Time. The cost of such prepared return shall be shared equally (50/50) between the Frontier Parties and the Visionary Parties, with total costs not to exceed \$15,000. The return shall be prepared in accordance with generally accepted accounting practices that have been historically applied by the Company. The Parties agree to cooperate and to use commercially reasonable efforts to take such action as is reasonably necessary to enable the Company to timely file final income tax returns, and to file any other tax returns that the Company is legally required to file. The Parties agree to assure that the above firm preparing the tax return or information return for or on behalf of the Company will provide to all Parties a draft of such returns not less than 30 calendar days

before the anticipated filing date. Each Party will report its share of the Company's income, deductions, profits, losses, gains, credits, and the distributions contemplated hereby consistent with the Company's tax returns. Any and all disputes regarding the preparation and/or filing of Company tax returns on and after the Closing Time shall be promptly submitted to and resolved by Judge McConnell by way letter briefs which set out each Party's position and do not exceed three pages in length.

21. **Further Acts & Forebearance.** The Parties agree to promptly execute all other documents and to use commercially reasonable efforts to take all other actions reasonably necessary to implement or effectuate all of the terms and conditions of this Settlement Agreement. The Parties represent, warrant and agree that none of them will seek to challenge, either directly or indirectly, the validity or enforceability of this Settlement Agreement and/or of the findings and rulings contained in Exhibits A, B and/or C to this Settlement Agreement.

22. **Predecessors, Successors and Assigns.** This Settlement Agreement shall be binding upon the Parties' predecessors, successors and assigns, and shall inure to the benefit of the Parties' successors, assigns, and personal representatives.

23. **Amendments.** This Settlement Agreement may be modified or amended only by a writing signed by the Parties.

24. **No Waiver.** No waiver by any Party hereto of any right, privilege, covenant, or condition hereunder will operate as or indicate a continuing waiver of the same or any other right, privilege, covenant or condition hereunder.

25. **Mutual Duty to Notify.** Each Party shall promptly notify the other Parties of any material events which pertain and relate to the terms of this Settlement Agreement, or any other fact, circumstance or omission which would materially affect the rights of the Parties herein.

26. **THE UNDERSIGNED HEREBY CERTIFY THAT THEY HAVE READ THIS ENTIRE SETTLEMENT AGREEMENT AND FULLY UNDERSTAND IT.**

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IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the date first set forth above.

THE VISIONARY PARTIES

VISIONARY RELATED ENTERTAINMENT, INC.,
a California corporation

By: _____
John Detz
Its President

JOHN DETZ

THE FRONTIER PARTIES

FRONTIER RADIO MANAGEMENT, INC.,
A CALIFORNIA CORPORATION

By: _____
Jason Wolff
Its President

FRONTIER RADIO INVESTORS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BY: FRONTIER RADIO MANAGEMENT, INC.
ITS MANAGER

By: _____
Jason Wolff
Its President

JASON WOLFF

THE COMPANY

VISIONARY RELATED ENTERTAINMENT, LLC,
a Delaware limited liability company
BY: VISIONARY RELATED ENTERTAINMENT, INC.
Its Member

By: _____
John Detz
Its President

BY: FRONTIER RADIO INVESTORS, LLC
ITS MEMBER
BY: FRONTIER RADIO MANAGEMENT, INC.
ITS MANAGER

By: _____
Jason Wolff
Its President

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the date first set forth above.

THE VISIONARY PARTIES

VISIONARY RELATED ENTERTAINMENT, INC.,
a California corporation

By: _____

John Detz
Its President

JOHN DETZ

THE FRONTIER PARTIES

FRONTIER RADIO MANAGEMENT, INC.,
A CALIFORNIA CORPORATION

By: _____

Jason Wolff
Its President

FRONTIER RADIO INVESTORS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BY: FRONTIER RADIO MANAGEMENT, INC.
ITS MANAGER

By: _____

Jason Wolff
Its President

JASON WOLFF

THE COMPANY

VISIONARY RELATED ENTERTAINMENT, LLC,
a Delaware limited liability company
BY: VISIONARY RELATED ENTERTAINMENT, INC.
Its Member

By: _____

John Detz
Its President

BY: FRONTIER RADIO INVESTORS, LLC
ITS MEMBER

BY: FRONTIER RADIO MANAGEMENT, INC.
ITS MANAGER

By: _____

Jason Wolff
Its President

Schedule 1

Visionary Inc. Stations and Related Property

1. KAOI-FM (Wailuku)
2. KAOI-AM (Wailuku)
3. KNUQ-FM (Paauilo)
4. KDLX-FM (Makawao)
5. KHEI-FM (Kihei)

Including all related tangible and intangible assets, including but not limited to the following:

Licenses and permits related to each Station;

Auxiliary facilities, boosters and translators pursuant to authorizations issued by the FCC related to each Station;

Furniture, fixtures, machinery, equipment (including transmitters, antennae, any ground systems and other equipment), supplies, spare parts, inventory and all other tangible personal property used in, planned to be used in, or otherwise related to each Station;

All leases, contracts, and other agreements and commitments relating to each Station;

Accounts Receivable, prepaid expenses, deposits and deferred charges derived from or related to each Station;

Intangible personal property used or to be used in the operation of each Station, together with any replacements or additions, including goodwill, privileges, licenses, permits, copyrights, service or trademarks, trade names and other intangible rights, including rights to the call letters of stations and slogans, jingles and other combinations of words, phrases, music or sounds, computer programs and software, Internet Uniform Resource Locator registrations used in the operation of each Station;

All other things acquired for and used or to be used in the operation of each Station, including but not limited to the further attached list.

Schedule 2

Frontier LLC Stations and Related Property

1. KDDDB-FM (Waipahu)
2. KPOI-FM (Honolulu)
3. KQM-Q-FM (Honolulu)
4. KUMU-AM (Honolulu)
5. KUMU-FM (Honolulu)
6. KMKK-FM (Kaunakakai)
7. KQNG-FM (Lihue)
8. KQNG-AM (Lihue)
9. KSRF-FM (Poipu)
10. KSHK-FM (Kekaha)
11. KUAI-AM (Eleele)
12. KTBH-FM (Kurtistown)

Including all related tangible and intangible assets, including but not limited to the following:

Licenses and permits related to each Station;

Auxiliary facilities, boosters and translators pursuant to authorizations issued by the FCC related to each Station;

Furniture, fixtures, machinery, equipment (including transmitters, antennae, any ground systems and other equipment), supplies, spare parts, inventory and all other tangible personal property used in, planned to be used in, or otherwise related to each Station;

All leases, contracts, and other agreements and commitments relating to each Station;

Accounts Receivable, prepaid expenses, deposits and deferred charges derived from or related to each Station;

Intangible personal property used or to be used in the operation of each Station, together with any replacements or additions, including goodwill, privileges, licenses, permits, copyrights, service or trademarks, trade names and other intangible rights, including rights to the call letters of stations and slogans, jingles and other combinations of words, phrases, music or sounds, computer programs and software, Internet Uniform Resource Locator registrations used in the operation of each Station;

All other things acquired for and used or to be used in the operation of each Station, including but not limited to the further attached lists.