

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of May 30, 2012 by and between Aurora Media, LLC, a Nevada limited liability company (“Licensee”), and Radio Activo Broadcasting, LLC, a Nevada limited liability company (“Programmer”).

Recitals

- A. Licensee owns and operates radio broadcast station KXLI(FM), Moapa, Nevada (FCC Facility ID No. 164097) (the “Station”) pursuant to licenses issued by the Federal Communications Commission (“FCC”).
- B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms set forth in this Agreement.
- C. Licensee (as Seller) and Programmer (and an affiliate of Programmer, collectively as Buyer) are parties to an Asset Purchase Agreement (the “Purchase Agreement”) of even date herewith with respect to the Station.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- 1. Term. The term of this Agreement (the “Term”) will begin on July 1, 2012 (the “Commencement Date”), and will continue until the earlier to occur of (a) Closing under the Purchase Agreement and (b) termination or expiration of the Purchase Agreement in accordance with the terms thereof, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement).
- 2. Programming. During the Term, Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified below, and shall provide to Licensee programming that it produces or is licensed to broadcast (the “Program” or “Programs”) for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week (the “Broadcasting Period”). Programmer will transmit, at its own cost, its Programs to the Station’s transmission facilities via a mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) that will ensure that the Programs meet technical and quality standards reasonably acceptable to Licensee. Any programming acquired for the Station after the Term begins will be contracted for by Programmer and, as between Licensee and Programmer, Programmer will be obligated for payment under such contracts. Licensee will

have no liability for payment under any program contracts between Programmer and program suppliers.

3. Broadcasting. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs subject to the provisions of Section 6 below. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any Station Contract and Programmer shall perform the obligations of Licensee thereunder.

4. Advertising. Licensee shall retain and Programmer shall collect for Licensee's benefit all of the Station's accounts receivable existing on the Commencement Date as provided in the Purchase Agreement. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all such collections. Programmer's rights to the benefits from all contracts for advertising on the Station which may be entered into by Programmer shall terminate upon the termination of this Agreement (other than a termination at closing under the Purchase Agreement).

5. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto.

6. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station. Without limiting the generality of the foregoing, Licensee will (a) retain a Station Manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer, (b) retain another person of Licensee's selection for the Station, who will report and be solely accountable to the Station's Manager and who shall have no employment, consulting, or other relationship with Programmer, (c) and retain control over the policies, programming and operations of the Station. Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Without limiting the preceding sentence, Licensee reserves the right to (x) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (y) preempt any Program in the event of a local, state, or national emergency, or (z) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee's review and inclusion in the Station's records. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions.

7. Music Licenses. During the Term, Licensee will obtain and maintain its current music licenses with respect to the Station. During the Term, Licensee shall make available to Programmer all of Licensee's rights under its music licenses for Programmer's use in providing the Programs and otherwise exercising its rights and performing its obligations under this Agreement.

8. Programs. Programmer shall ensure that the content of the Programs conforms to all FCC rules, regulations and policies. Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

9. Expenses. During the Term, Programmer will be responsible for all of its own operating expenses incurred in the conduct of the programming operations, including, without limitation, (a) the salaries, taxes, insurance and other costs for all personnel used in the production of the Programs supplied to Licensee, (b) the costs of delivering the Programs to Licensee and (c) advertising sales, traffic, billing and any related equipment necessary to carry out any of the foregoing. Licensee will pay for the maintenance of all transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and other applicable law, and all utilities supplied to its transmitter site.

10. Intangible Property.

(a) During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC.

(b) Licensee hereby grants Programmer a license to use Licensee's call signs, trademarks and names included in the Station Assets and the intangible property to be licensed by Licensee to Programmer after Closing as set forth in the Purchase Agreement (collectively, the "Marks") in connection with the broadcast and promotion of the Programs during the Term. Programmer acknowledges and agrees that the nature and quality of all services rendered by it in connection with the Marks shall conform to reasonable quality standards set by and under the

control of Licensee in a manner consistent with Licensee's past practices. If Licensee becomes aware of any matter which in its opinion indicates that Programmer is using the Marks in connection with programming that does not conform with Licensee's reasonable quality standards and is not consistent with Licensee's past practices, Licensee may notify Programmer in writing of such matters and request that Programmer immediately conform its use of the Marks to Licensee's reasonable quality standards consistent with past practices. If Programmer does not immediately conform its use of the Marks, Licensee may immediately terminate the license granted hereby upon written notice to Programmer. Programmer shall cooperate with Licensee to control the nature and use of the Marks, supply Licensee with audio tapes and uses of the Marks upon Licensee's reasonable request, and use the Marks only in connection with its providing programming on the Station hereunder and for no other purpose. Programmer shall notify Licensee in writing of any legal action commenced against it which relates to the Marks or to the quality of the Programs within three (3) calendar days of notice to Programmer of such action.

11. Maintenance. During the Term, Licensee shall maintain the operating power of the Station and shall repair and maintain the Station's tower and transmitter site and equipment consistent with its past practice.

12. Representations. Programmer and Licensee each represent and warrant to the other that (a) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (b) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (c) it has duly authorized this Agreement, and this Agreement is binding upon it, and (d) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

13. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect; or (iii) Seller's termination of the Purchase Agreement as a result of Programmer's breach thereof.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event

of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section 13, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. If this Agreement is terminated for any reason other than at Closing under the Purchase Agreement, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status *quo ante*. Failure of Licensee to broadcast the Programs due to facility maintenance, repair or modification or due to any reason out of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder.

14. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Station, including, without limitation, all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or Program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Station, including, without limitation, all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this Section 14 shall survive any termination of this Agreement.

15. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

16. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

17. Subject to Laws. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee may place a copy of this Agreement in the Station's records.

18. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed

as follows (or to such other address as any party may request by written notice):

if to Licensee: Aurora Media, LLC
7521 West Lake Mead Blvd., Suite 300
Las Vegas, NV 89128
Attention: Scott G. Mahalick, Managing Member

with a copy (which shall not constitute notice) to: Wiley Rein LLP
1776 K Street, N.W.
Washington, D.C. 20006
Attention: Marnie K. Sarver
Facsimile: (202) 719-7049

if to Programmer: Radio Activo Broadcasting, LLC
2050 Eastern Ave
Las Vegas, Nevada 89104
Attention: Eric Palacios, Managing Member
Facsimile: (702) 639-9888

with a copy (which shall not constitute notice) to: Fletcher, Heald & Hildreth, P.L.C
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Francis R. Montero
Facsimile: (703) 812-0486

19. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Nevada without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in the Purchase Agreement.

20. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and

programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Section 73.3555.

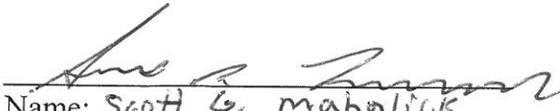
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SIGNATURE PAGE TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE: AURORA MEDIA, LLC

By: 
Name: Scott G. Mahalik
Title: Managing member

PROGRAMMER: RADIO ACTIVO BROADCASTING, LLC

By: _____
Name:
Title:

SIGNATURE PAGE TO
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LICENSEE: AURORA MEDIA, LLC

By: _____
Name:
Title:

PROGRAMMER: RADIO ACTIVO BROADCASTING, LLC

By:  _____
Name: ERIC PALACIOS
Title: MANAGING MEMBER

SCHEDULE A

During the Term, Programmer shall (a) pay Licensee the sum of \$7,500 per calendar month (each such payment due in advance on the first day of each such month), *plus* (b) all costs or expenses incurred by Licensee in connection with the Station as set forth on the “LMA Reimbursable Expenses” attachment attached hereto. Such reimbursement shall be due from time to time upon invoice. If payment is not received by the tenth (10th) day of the month, or within ten (10) days of receipt of an invoice in the case of reimbursable expenses, Programmer will be charged a late fee of \$200.