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NETWORK, INC./ENTRAVISION COMMUNICATIONS  
CORPORATION, A DELAWARE CORPORATION

FILED  
ENDORSED  
03 OCT 27 PM 1:00  
SACRAMENTO COURTS  
DEPT. #53

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SACRAMENTO

11 Z-SPANISH RADIO NETWORK, INC., A )  
CALIFORNIA CORPORATION; KZSA )  
12 BROADCASTING, INC., A CALIFORNIA )  
CORPORATION, )

13 PLAINTIFF,

14 V.

15 DIAMOND RADIO, INC., A CALIFORNIA )  
CORPORATION; DOES 1 THROUGH 20. )

17 DEFENDANT'S.

CASE NO. 00AS01073

~~PROPOSED~~ ORDER APPOINTING  
RECEIVER AND TEMPORARY  
PROTECTIVE ORDER

[RECEIVERSHIP ESTATE OF  
DIAMOND RADIO, INC. DBA KBMB  
(FM 103.5) ("THE BOMB")]

DATE: OCTOBER 22, 2003  
TIME: 2:00 P.M.  
PLACE: DEPARTMENT 53

JUDGE: HON. LOREN E. MCMASTER

23 The court having considered the recommendations of the parties for appointment  
24 of a receiver, the evidence and papers filed by Z-Spanish Radio Network,  
25 Inc./Entravision Communications Corporation ("Z-Spanish"), Syndicated  
26 Communications Venture Partners, III, L.P.; Alliance Enterprise Corporation;  
27 Connecticut-Green Ventures I.P.; Opportunity Capitol Partners, III, L.P.; Opportunity  
28 Capital Corporation, Opportunity Capital Partners II, L.P. (collectively "Syncom"), and

ORDER APPOINTING RECEIVER  
CASE NO. 00AS01073

Diamond Radio, Inc. dba Station KBMB (FM) (103.5 MHz) ("The Bomb") (hereinafter  
"Diamond Radio"), and having heard argument from counsel appearing on behalf of the  
parties, and, having determined that good cause exists for the appointment of a receiver,  
IT IS HEREBY ORDERED THAT:

#### APPOINTMENT OF RECEIVER

1. Purpose Of Appointment: The Court is appointing a Receiver to broadly fill  
two roles. The first role of the Receiver will be to take possession of, and effectuate the  
sale of, all stock of Diamond Radio to Z-Spanish as required by the settlement agreement  
stated on the record herein on November 17, 2000, and as enforced by this Court's  
September 5, 2002 ruling on Z-Spanish's Motion to Enforce Settlement Pursuant to Code  
of Civil Procedure Section 664.6 (the "Settlement Agreement").

The second role of the Receiver will be to take possession of Diamond Radio, Inc.  
and all its property, tangible and intangible, and to operate it until the sale of stock and  
transfer of control of Diamond Radio, Inc. to Z-Spanish is complete, including receiving  
the consent of the Federal Communications Commission ("FCC") to the transfer of  
control. This role is necessary because it will: (1) protect the value of Diamond Radio  
during the pendency of the stock sale; and (2) allow the Receiver to schedule the assets  
and liabilities of Diamond Radio in order to complete the stock sale.

2. Receiver: The Beverly Group, Inc. ("Receiver") is qualified to act, and is  
hereby appointed to act, as Receiver in this action.

#### GENERAL POWERS OF RECEIVER

Upon filing of an undertaking as set forth below, and taking the oath, Receiver  
shall be vested with all the powers and responsibilities of a receiver as provided by law to  
receivers and as specifically set forth herein below.

#### POWERS OF RECEIVER TO EFFECTUATE SALE OF STOCK

1. Possession of Stock: The Receiver will have the power to, and is ordered  
to, take possession of all shares of stock in Diamond Radio, Inc. All persons and entities  
holding stock in Diamond Radio, Inc. are ordered to surrender such to the Receiver

1 within fifteen (15) days of the date of this order.

2       2.     Execution of Stock Purchase Agreement: The Receiver shall have the  
3 power, and is ordered to, negotiate the terms of the Stock Purchase Agreement for the  
4 sale of Diamond Radio stock to Z-Spanish, as required under the Settlement Agreement  
5 herein, to effectuate the sale and transfer of stock, and the distribution of the total sale  
6 price of \$16 million, \$10.5 million of which goes to the Syncom Creditors and \$5.5  
7 million of which goes to Paula Nelson. Where the parties cannot reach agreement on  
8 specific terms of the Stock Purchase Agreement, the Receiver shall determine what terms  
9 are "customary in the industry" and those terms shall apply in the Stock Purchase  
10 Agreement. The Receiver shall have the power to, and is ordered to complete the sale,  
11 and to execute any and all documentation necessary to effectuate the transaction and  
12 transfer of the stock as required under the Settlement Agreement. To the extent that  
13 Paula Nelson or Diamond Radio, Inc. refuse to execute any and all documents necessary  
14 for the facilitation or consummation of the Stock Purchase Agreement, the Receiver is  
15 hereby vested with full authority to execute any and all documents on behalf of Diamond  
16 Radio, Inc. and/or Paula Nelson to facilitate and/or consummate the Stock Purchase  
17 Agreement and transfer of Diamond Radio, Inc. to Z-Spanish.

18       3.     Assignment of FCC Licenses: Receiver shall have the power to file an  
19 application with the FCC to request the FCC's consent to an involuntary assignment of  
20 the Receivership Estate's FCC Licenses to Receiver, and it is hereby ordered that the  
21 current holder of the Receivership Estate's FCC Licenses, Diamond Radio, shall  
22 cooperate with Receiver in the timely preparation, execution, filing and prosecution of  
23 any such application to the FCC requesting such consent to an involuntary assignment of  
24 FCC Licenses.

25       4.     Retaining Counsel: Upon request to the Court and upon further order of the  
26 Court, should such request be granted and orders issued, Receiver may hire FCC counsel,  
27 and may hire, employ and retain other legal counsel, including but not limited to general  
28 counsel, and may hire, employ, and retain certified public accountants, marketing,

communications and construction consultants, computer or information systems consultants, appraisers, investigators, and any other professionals which Receiver deems necessary to assist in the discharge of duties. Upon further order of this Court, Receiver may pay any such professional at the ordinary and usual rate out of the funds that shall come into Receiver's possession, upon receipt of the professional's fee bill in 1/10 hour billings and summarized expenses. However, prior to seeking such permission from the Court, the Receiver shall provide ten (10) days notice to the parties of the Receiver's intent to request such permission. Any party may dispute the amount of such professional's bill and the payment thereof by objecting to the professional's bill in writing, delivered to the Receiver, before the expiration of the ten (10) day notice period. The Receiver shall forward any such written objection to the Court at the time the Receiver requests permission to pay the bill, along with any response from the professional providing an explanation or reducing the bill by said disputed amount.

5. Ancillary Powers: Further, Receiver shall execute documents and act as reasonably necessary to facilitate the sale of any or all assets of the Receivership Estate and application to the FCC for consent to the transfer of control of the Receivership Estate, from the Receiver to Z-Spanish as may be required under the Settlement Agreement.

**POWERS OF RECEIVER TO TAKE POSSESSION AND OPERATE  
DIAMOND RADIO, INC.**

1. Receivership Property: Receiver shall take immediate possession and control of the Receivership Estate, subject to the prior consent of the FCC, including without limitation: (1) the radio station business operated by Diamond Radio; (2) Diamond Radio's transmitter sites; (3) Diamond Radio's studio sites; (4) all assets, contracts, royalties, rents receivables, accounts, deposits, profits, equities and all money; (5) all materials, supplies, fixtures, furniture, equipment, inventory, towers, transmitters, tools, vehicles and other personal property; (6) real property of the estate, including all leasehold interests, easements, lease agreements and rights of access; (7) all real and

1 personal property, tangible and intangible; (8) all books, ledgers, checkbooks, bank  
2 statements, accounting records, customer and vendor lists, billing records, tax returns and  
3 records of any kind, and other records pertaining to the Receivership Estate and its assets.

4 2. Protection of Property: Receiver shall have the power to, and is ordered to,  
5 protect the receivership property and assets from diminution, destruction, or waste, and  
6 shall protect the accuracy and integrity of all its books, records, and documents.

7 3. Receiver's Initial Accounting: Within 30 days of qualification hereunder,  
8 Receiver shall file in this action an initial inventory of all property, including all real  
9 property, monies, accounts, receivables, written or oral leases, rental contracts, options,  
10 contracts for sale, insurance policies, and personal property of which Receiver shall have  
11 taken possession pursuant hereto, and if Receiver subsequently shall come into  
12 possession of additional property, Receiver shall file a supplemental inventory thereof.  
13 Receiver shall also prepare monthly written reports for the parties and the Court  
14 summarizing the status of the Receivership Estate and Receiver's activities for the  
15 preceding one-month period.

16 4. Management of Business: Receiver is authorized to and shall take all  
17 necessary steps to care for, manage, preserve, and maintain the Receivership Estate,  
18 including the following acts:

19 a. Upon the written consent of Z-Spanish and Syncom or further order of  
20 this court, Receiver may enter into a management contract with a qualified consultant or  
21 operator for the management of the day to day operations of the Receivership Estate  
22 under the ultimate control of the Receiver.

23 b. Receiver may operate the Receivership Estate in the ordinary and usual  
24 course of business; may employ and pay (including employee state and federal taxes) or  
25 terminate servants, agents, employees, clerks and accountants; may purchase materials,  
26 supplies, advertising, and other services at ordinary and usual rates and prices using funds  
27 that shall come into Receiver's possession; may collect or compromise debts of the  
28 Receivership Estate; may make or reject any leases, contracts, or employment agreements

that are burdensome to the Receivership Estate; and may incur the risks and obligations ordinarily incurred by owners, managers, and operators of similar enterprises, which, in the Receiver's reasonable judgment, are necessary for the operation of the business. No such risk or obligation so incurred shall be the personal risk or obligation of Receiver but shall be a risk or obligation of the Receivership Estate. The Receiver shall not terminate employees, however, without first obtaining approval of this Court.

c. Receiver may notify all necessary local, state and federal governmental agencies (including any taxing authorities), vendors, suppliers, customers and other interested parties of the appointment of the Receiver.

d. Receiver shall collect any and all royalties, rents, income, issues, and profits or other benefits from the Receivership Estate.

e. All royalties, rents, income, issues, and profits collected by Receiver may be applied, in Receiver's discretion, to the care, management, preservation, and maintenance of the Receivership Estate and to pay expenses and debts of the Receivership Estate subject to the provisions of paragraph 5. Receiver shall hold any excess monies not expended for such purposes subject to further order of this court. Receiver or any party to this action may, from time to time and on due notice to all parties entitled thereto, apply to this court for further orders instructing Receiver as to the disposition of the royalties, rents, income, issues, and profits collected by Receiver.

f. Receiver may bring and prosecute all actions for the collection of receivables or rents due on the Receivership Estate, for the removal of any occupant tenant or other persons in default from the Receivership Estate, and to bring, prosecute, and defend all necessary actions for the protection of the Receivership Estate or to recover possession thereof.

g. Receiver may conduct appropriate marketing or other promotional activity directed to any appropriate parties for the benefit of the Receivership Estate.

h. Receiver shall take possession of and receive from all depositories, banks, savings and loan associations, thrifts, brokerages, and otherwise, any money on

1 deposit in such institutions relating to the Receivership Estate, or income accounts of the  
2 Receivership Estate, and may open or close any and all monetary accounts, including  
3 bank, checking, savings, money market, certificate of deposit or brokerage accounts, and  
4 receipt of Receiver of these funds shall discharge any institutions from further  
5 responsibility for accounting for these funds for which Receiver shall give a receipt.

6 i. Receiver shall take possession of, succeed to, and exercise Diamond  
7 Radio's rights in and under all executory contracts, leases, options or other agreements  
8 affecting the Receivership Estate. Receiver may cancel, extend, modify, or enter into any  
9 agreements, contracts or leases necessary or appropriate for the operation of the  
10 Receivership Estate. Receiver may pay, collect, hold, or refund security deposits as  
11 Receiver deems appropriate for the management and preservation of the Receivership  
12 Estate.

13 j. Upon written consent of Z-Spanish and Syncom or upon further order of  
14 the Court, Receiver may sell and convey certain of the property if necessary to protect the  
15 interests of the Receivership Estate.

16 k. Receiver shall not be obligated to file any federal or state income tax  
17 returns, schedules, or other forms. The obligation to file all tax returns shall remain with  
18 Diamond Radio except for Federal and State Payroll Tax and State Sales Tax during the  
19 term of the Receivership.

20 Receiver shall not be obligated to upgrade the Receivership Estate or  
21 make improvements thereto unless ordered to do so by the court.

22 5. Use of Funds by Receiver: The Receiver shall pay only those bills which  
23 are reasonable and necessary for the operation of the Receivership Estate and shall  
24 allocate funds in the following order of priority: (1) the costs and expenses of operating  
25 the Receivership Estate including employees' payroll, health insurance and other benefits  
26 to employees currently in effect, utilities, hazard, liability, and workers' compensation  
27 insurance premiums related to the protection of the interests of the Receivership Estate,  
28 general and special taxes or assessments levied on the real property and improvements

1 thereon; (2) the fees and expenses incurred by the Receiver in managing the estate; (3)  
2 payments to creditors, which relate to periods prior to the appointment of the Receiver  
3 and which are, in the Receiver's judgment bona fide expenses, reasonably necessary for  
4 the continued operation of the Receivership Estate, provided, however, that Receiver  
5 shall not pay any tax liabilities of the defendants arising prior to the inception of the  
6 Receivership Estate with the exception of any federal or state employee withholdings  
7 arising from the pay period immediately prior to the inception of the Receivership Estate;  
8 and (4) the creation and retention by the Receiver of a reasonable working capital fund.  
9 Receiver shall obtain court approval, after notice to all parties, prior to making capital  
10 expenditures or shareholder distributions, payment of unsecured debt (other than ordinary  
11 and necessary trade accounts payable) or payments other than those ordinarily and  
12 necessarily incurred in the operation of the estate. The Receiver shall not pay to employ  
13 any shareholders or insiders of Diamond Radio except upon the written approval of Z-  
14 Spanish and Syncom or further order of the court. Further, the Receiver or the  
15 Receivership Estate shall not pay compensation under any purported contract (including  
16 without limitation any employment contract) with any shareholders or insiders without  
17 the written consent of Z-Spanish and Syncom or further order of the court. Further,  
18 where any bonus, severance, or like payment to any employee appears to the Receiver to  
19 be out of the ordinary and/or improper or burdensome to the Receivership Estate, the  
20 Receiver shall not pay such unless Z-Spanish and Syncom provide written consent, or  
21 upon further order of the Court

22 6. Insurance for Receivership Property: Receiver shall determine upon taking  
23 possession of the Receivership Estate whether or not there is sufficient insurance  
24 coverage including workers' compensation, or shall procure such coverage as soon as  
25 practicable, provided that funds are available. Receiver shall not be personally liable for  
26 claims arising before the procurement of sufficient insurance that covers the Receivership  
27 Estate and any employees, and which names the Receiver and the Receiver's agents as  
28 additional insured. If sufficient insurance coverage does exist, Diamond Radio shall be



1 responsible for and is hereby ordered to make certain that Receiver is named as an  
2 additional insured on all such policies for the period that the Receiver shall be in  
3 possession. Receiver shall maintain existing insurance policies and pay any premiums,  
4 but shall not be responsible for claims arising from lack of insurance on the Receivership  
5 Estate or its employees if such insurance did not exist at the inception of the receivership.  
6 Receiver is authorized to procure or increase insurance coverage as Receiver deems  
7 prudent, but shall not be liable for any failure to procure or increase coverage, unless  
8 Receiver is ordered to do so by the court.

9       7. Utilities for Receivership Property: Any utility companies providing  
10 service to the Receivership Estate, including communications, telephone, electricity, gas,  
11 water, sewer, and garbage pickup or similar services, shall be prohibited from  
12 discontinuing service to the Receivership Estate based upon any unpaid bills incurred by  
13 the defendants. In addition, any utility companies providing service to the Receivership  
14 Estate shall be prohibited from requiring that the Receiver deposit funds in advance as a  
15 condition of resuming any previously discontinued utility service to the Receivership  
16 Estate. However, if California state law requires the Receiver to deposit funds in advance  
17 with any utility company, the Receiver shall follow the law.

18       8. Execution of Receiver's Certificates of Indebtedness: Receiver may  
19 request further orders from the Court to borrow up to the amount of \$500,000, as needed,  
20 from any appropriate lender, including but not limited to Z-Spanish and/or Syncom, on  
21 any commercially reasonable terms as may be agreed upon between Receiver and any  
22 such lender, but only with the Court's approval of such terms. Such indebtedness will be  
23 in a super-priority position.

24       9. Receiver's Fees: Upon submission of a monthly report, all addenda, and all  
25 statements of Receiver's fees, Receiver's administrative fees and all expenses, after ten  
26 days notice to the parties, Receiver shall be authorized to utilize all available funds of the  
27 Receivership Estate to pay the stated invoices monthly. The court hereby approves  
28 hourly rates for The Beverly Group, Inc. of two-hundred fifty dollars (\$250) per hour for

1 the services of Beverly N. McFarland, two-hundred dollars (\$200) per hour for the  
2 services of Kevin J. Whelan, one-hundred-fifty dollars (\$150) per hour for project  
3 managers, and seventy-five dollars (\$75) per hour for clerical assistants. The  
4 Receivership Estate may pay the fees and advance all receivership expenses to Receiver  
5 as they occur or as early in each month as sufficient funds exist. The amounts thereby  
6 paid to Receiver shall be subject to a monthly accounting of Receiver's activities, which  
7 shall include accountings of income and expenses, a description of services rendered by  
8 Receiver, and the fees requested or already paid therefor. Receiver shall serve a copy of  
9 the accounting by mail on each of the parties who have appeared in this action. Receiver  
10 shall submit these statements to the court for its approval and confirmation, in the form of  
11 either a ten (10) day noticed interim approval of fees paid, or by means of a stipulation  
12 among the parties, or pursuant to Receiver's final, account and report. After the Receiver  
13 is discharged by order of this Court, this Court shall determine to what extent, if any, Z-  
14 Spanish, Ms. Nelson, or the Secured Creditors shall reimburse Diamond Radio, Inc., in  
15 whole or in part, for all fees costs and expenses paid to or payable to Receiver as a result  
16 of Receiver's execution of its duties hereunder.

17 10. Excess Monies: Monies and funds coming into the possession of Receiver  
18 and not expended for any of the purposes herein authorized shall be deposited in any  
19 branch of any federally insured financial institution in California and held by Receiver  
20 subject to such orders as this court may hereinafter issue as to their disposition. Receiver  
21 is empowered to establish bank accounts as set forth herein.

22 11. Ability to Collect Funds: Receiver is authorized to demand, receive, and  
23 collect all income, royalties, rents, revenues, royalties, issues, profits, accounts  
24 receivable, or other income and proceeds from the Receivership Estate unpaid as of the  
25 entry of this order. and all such monies arising from the Receivership Estate, including all  
26 income, royalties, rents, issues, profits, accounts receivable, or other income and profits  
27 collected by Diamond Radio or by any person acting on its behalf after the entry of this  
28 order.

1       12.   Accounting by Diamond Radio: Diamond Radio and any person or entity  
2 acting under its direction or on its behalf is directed and ordered to immediately account  
3 to Receiver for all monies representing royalties, rents, revenues, issues, profits, security  
4 deposits, and the like, relating to the Receivership Estate.

      13.   Surrender of Items by Diamond Radio, Inc.: Diamond Radio, Inc. and any  
person or entity acting under its direction or on its behalf is directed and ordered to  
immediately surrender to Receiver

8           a. All monies, royalties, rents, revenues, issues, profits, income, and the  
9 like;

10          b. All deposits, regardless of when received, which have not been returned  
11 to the applicable party or otherwise applied under the terms and conditions of any  
12 agreement with the applicable party, together with all books, records, deposit books, and  
13 bank documents relating to the security deposits.

14          c. All client or customer records, books of account, general ledgers,  
15 accounts receivable records, accounts payable records, cash receipts records, checkbooks,  
16 accounts, passbooks, and other accounting documents;

17          d. All customer, advertiser, client or other similar records;

18          e. All accounts receivable rents including all statements and records of  
19 deposits, advances, and prepaid contracts or rents;

20          f. All contracts, agreements, leases and subleases, including all  
21 amendments, modifications, and renewals thereof, as well as all proposed contracts,  
22 agreements, leases and subleases (whether or not executed) and copies of any and all  
23 documents pertaining to any negotiations for the Receivership Estate;

24           All insurance policies, including amount of liability and property  
25 damage coverage, name and address of insurance company and expiration dates;

26          h. The name, addresses, and account numbers of all utility and  
27 communications companies providing services to the Receivership Estate;

28           All environmental reports or studies, including ADA surveys;

- j. All tax assessments, liens, and notices of delinquency, and penalty notices;
- k. All mechanic's liens, stop notices, or demands for payment by actual or potential mechanic's lienors;
- l. All maintenance/service contracts;
- m. All bills and invoices unpaid as of the date of this order;
- All licenses, permits, government approvals, notices issued by governmental or public agencies, citations, violations, and fines, whether in effect or lapsed;
- n. All tax returns, schedules, operating statements and other filings for the last two (2) years;
- o. All business plans, whether completed or proposed;
- p. All keys, security codes, or other security information relating to the buildings and improvements utilized by the Receivership Estate;
- q. All documents of title;
- All information stored on computer storage media;
- All contracts or agreements;
- r. All work orders, including all amendments, modifications, and revisions thereof, whether in process or recently completed;
- s. All documents relating to repairs, including all estimated costs of repair;
- t. All inspection reports, appraisals, assessments, correspondence, or memoranda regarding the condition or value of the Receivership Estate; and
- All documents relating to any potential purchasers or their agents interested in the acquisition of any property of the Receivership Estate.
- u. All compliance documentation related to compliance with all federal and state regulations, including but not limited to FCC regulations.

14. Future Receipts by Diamond Radio: Diamond Radio and any person or entity acting under its direction or on its behalf is further directed and ordered to deliver

1 to Receiver all rents, revenues, issues, profits, security deposits, bank accounts, savings  
2 accounts, and the like, which may yet come into their possession or come under their  
3 control

4 15. Control of Property: Receiver may, to the extent necessary, in Receiver's  
5 discretion, exclude any individual related to Diamond Radio (including but not limited to  
6 shareholders, officers, agents, and employees) from the Receivership Estate.

7 16. Undertaking: Receiver shall provide an undertaking in the sum of two  
8 hundred and fifty thousand dollars (\$250,000), which sum will give adequate protection  
9 to all interested parties

10 **IT IS FURTHER ORDERED** that, upon presentation of a conformed copy of  
11 this order, Diamond Radio, as well as all persons claiming possession or other rights by,  
12 through, or under Diamond Radio must, on request, immediately deliver possession of  
13 any properties described herein to the Receiver, along with all accounting, maintenance,  
14 rent, deposit accounts, safe deposit box contents, checks, drafts, any other negotiable  
15 instruments or deposits, and related records concerning the property.

16 **IT IS FURTHER ORDERED** that, upon presentation of a conformed copy of  
17 this order, all persons or entities owing any money to Diamond Radio shall pay the same  
18 directly to the Receiver, and shall attorn to the Receiver. Without limiting the generality  
19 of the foregoing, upon presentation of a conformed copy of this order, any financial  
20 institution holding deposit accounts, funds, or property of Diamond Radio shall  
21 immediately turn all such deposit accounts, funds, and property over to the Receiver. In  
22 the event that the Receiver and any such financial institution dispute whether any such  
23 accounts, funds, or property are the property of the Receivership Estate, any such  
24 financial institution shall freeze any such disputed accounts, funds, and property, and  
25 shall not release any such accounts, funds, or property until further order of this Court.

26 **IT IS FURTHER ORDERED** that, upon presentation of a conformed copy of  
27 this order to any third party owing performance of any obligation or duty to Diamond  
28 Radio with respect to the property, such third parties shall render any performance or

duties with respect to the property directly the Receiver.

2 **IT IS FURTHER ORDERED** that the Receiver is authorized and directed to  
 3 collect and open all mail of Diamond Radio relating to Diamond Radio's business and/or  
 4 the property including all mail addressed to both Diamond Radio and/or its principals  
 5 and that Diamond Radio and its respective agents, servants, employees, assignees,  
 6 successors, representatives, attorneys, and all persons acting under their direction or on  
 7 their behalf, shall disclose to the Receiver the location of all Post Office boxes and other  
 8 places where such mail may be delivered, and shall provide access and keys if necessary  
 9 to the Receiver to recover mail from such places, and the Receiver shall have the right  
 10 and power to open any such mail that may reasonably relate to the Receivership Estate,  
 11 regardless of whether it is addressed to Diamond Radio or any other individual or entity.

12 **IT IS FURTHER ORDERED** that, in addition to all of the powers hereinabove  
 13 set forth, the Receiver is hereby vested with all of the general powers of receivers in  
 14 cases of this kind, subject to the direction of this Court, and said Receiver shall, from  
 15 time to time, or when directed by the Court, render to the Court reports of the  
 16 proceedings and accountings with respect to all of the acts and things done by it and all  
 17 monies received and expended by it or its agents.

18 **IT IS FURTHER ORDERED** that, the Receiver and the parties to this action  
 19 may, from time to time and upon due notice to the parties entitled thereto, petition this  
 20 Court for instructions in pursuance of this order and further orders this Court may  
 21 hereafter make.

22 **IT IS FURTHER ORDERED** that Diamond Radio, Inc., and its respective  
 23 agents, servants, employees, assignees, successors, representatives, attorneys, and all  
 24 persons acting under their direction or on their behalf, are restrained and enjoined during  
 25 the pendency of this action from engaging in, committing or performing, directly or  
 26 indirectly, any or all of the following:

27 a. Demanding, collection, receiving, or in any way diverting or using any  
 of the income, royalties, rents, issues, profits, accounts receivable or other income from

1 the Receivership Estate and from interfering in any manner with collecting or receiving  
2 any rents, royalties, issues, accounts receivable, profits, or income or substitution thereof;

3 b. Committing or permitting any waste on the premises or any part thereof.  
4 or suffering or committing or permitting any act on the premises or any part thereof in  
5 violation of law or removing, transferring, encumbering, or otherwise disposing of any of  
6 the equipment or fixtures presently on the Receivership Estate or any part thereof, until  
7 further order of this court;

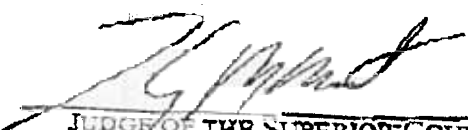
8 c. Entering onto either the studio premises or the transmitter or tower  
9 premises, except upon the express authorization or request of Receiver;

10 d. Interfering with or hindering in any manner whatsoever Receiver in  
11 performance of Receiver's duties herein described or in the performance of any duties  
12 incidental thereto; and

13 e. Transferring or conveying their title or ownership interest in the  
14 Receivership Estate, in whole or part, to any other person or entity during the time that  
15 Receiver is in control and possession of the Receivership Estate.

16 **IT IS FURTHER ORDERED** that Diamond Radio, Inc., and its respective  
17 agents, servants, employees, assignees, successors, representatives, attorneys, and all  
18 persons acting under their direction or on their behalf, are restrained and enjoined from  
19 violating the terms of this order until such time as Receiver is discharged pursuant to a  
20 further order of this court.

21 DATE: OCT 27 2003

22   
JUDGE OF THE SUPERIOR COURT

23 LOREN E. McMASTER  
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