

**THE EXECUTION AND DELIVERY OF THIS AGREEMENT SHALL NOT RESULT IN THE LOSS OF ANY CONTROL BY OWNER WITH RESPECT TO THE STATIONS OR ANY OTHER CONTROL THE LOSS OF WHICH WOULD BE IN VIOLATION OF FCC RULES AND REGULATIONS.**

**PURSUANT TO SECTION 73.3555(a)(3)(ii) OF THE FCC'S RULES, OWNER CERTIFIES THAT IT MAINTAINS ULTIMATE CONTROL OVER THE STATIONS' FACILITIES, INCLUDING SPECIFICALLY CONTROL OVER STATION FINANCES, PERSONNEL AND PROGRAMMING. OPERATOR CERTIFIES THIS AGREEMENT COMPLIES WITH THE PROVISIONS OF SECTION 73.3555(A) OF THE FCC'S RULES.**

### **LOCAL MARKETING AGREEMENT**

This Local Marketing Agreement (the "Agreement") dated August 8, 2005, is entered into by and between Guaranty Broadcasting Company of Houma, LLC, a Louisiana limited liability company (referred to herein as "Owner") and Sunburst Media – Louisiana, LLC, a Delaware limited liability company (referred to herein as "Operator").

#### **RECITALS:**

A. Owner is the Federal Communications Commission (the "FCC") authorized licensee of Radio Stations KCIL-FM, Houma, Louisiana, KJIN-AM, Houma, Louisiana, KBZZ-FM, Morgan City, Louisiana and KXOR-FM Thibodaux, Louisiana (individually referred to as a "Station and collectively as the "Stations").

B. Owner is willing to make available to Operator substantially all the broadcast or program time during the Stations' broadcast day for the broadcast of Operator's Programming in accordance with the terms of this Agreement.

C. Operator desires to obtain from Owner the right to present Operator's Programming on the Stations, and is willing to pay a Monthly Fee (as defined herein) for that broadcast time, subject to the terms and conditions set forth herein.

D. Owner and Operator simultaneously with the execution and delivery of this Agreement have entered into that one certain *Asset Purchase Agreement* dated August 8, 2005 (the "APA") pursuant to which Owner has agreed to sell, and Operator has agreed to buy, the Stations, subject to the terms and conditions of the APA and subject to the consent of the FCC.

NOW, THEREFORE, for and in consideration of the premises and the agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, Owner and Operator do hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein shall have the same meaning as in the APA. In addition, the following terms shall have the indicated meanings:

**Accounts Receivable** shall mean the rights of Owner to receive cash payments for the sale of air time and all other services and business of the Stations at any time prior to midnight at the Stations on the day immediately preceding the LMA Commencement Date.

**Act** shall mean the Communications Act of 1934, as amended.

**Affiliate** is defined in the APA.

**APA** is defined in Recital paragraph D.

**Applicable Law** is defined in the APA.

**Assets** is defined in the APA.

**Assumed Contracts** is defined in the APA.

**Barter Contracts** is defined in the APA.

**Barter Receivables** is defined in the APA.

**Base Fee** :

**Cash Contracts** is defined in the APA.

**Closing** is defined in the APA.

**Commencement Date** shall mean 12:01 am local time at the Stations on September 1, 2005 which shall be the date and time on which Operator may begin furnishing Operator's Programming to the Stations.

**Facilities** shall mean as to any of the Stations all studio, broadcasting and transmitting facilities, systems, transmitters, towers, antennas and other equipment and items utilized in the ordinary course of business including all of same located at the Studio Site and any Tower Site.

**Governmental Entity** is defined in the APA.

**Key Stations** shall mean KCIL-FM, KBZZ-FM and KXOR-FM.

**LMA Period** shall mean the period of time commencing at 12:01 a.m., Louisiana time on the Commencement Date and continuing until the earlier of (i) the date of the consummation of the sale and purchase of the Stations pursuant to the APA and (ii) the effective date of any termination of the LMA Period as provided in Sections 12, 13 and 14 hereof.

**Monthly Fee** shall mean with respect to any month during the term of the LMA Period the sum of (i) the applicable Base Fee for that month plus (ii) the Reimbursable Operating Expenses for such month. However, the Base Fee portion of the Monthly Fee shall be reduced pro rata on a daily basis for any period of any calendar month in which the LMA Period shall have terminated.

**Operating Contracts** shall mean all of the Assumed Contracts save and except the Cash Contracts and the Barter Contracts.

**Operator's Programming** shall mean the programs provided to the Stations for broadcast by Operator, including music, syndicated shows and other programming, as well as advertising for products and services, other commercial advertising, and other material normally broadcast by radio stations in the United States.

**Operator's Programming Expenses** shall mean all Station Expenses incurred by Operator and attributable to the presentation of Operator's programming on the Stations during the LMA Period excluding the Reimbursable Operating Expenses.

**Owner's Programming** shall mean the programs broadcast over the Stations by Owner to address the needs, interests and issues of Houma, Morgan City and Thibodaux, Louisiana and the surrounding areas and any other programming broadcast over the Station by Owner in the exercise of its rights and obligations as licensee of the Station.

**Owner's Programming Expenses** shall mean all Station Expenses incurred by Owner and attributable to the presentation of Owner's programming on the Stations during the LMA Period.

**Reimbursable Operating Expenses** shall mean the expenses as set forth on Schedule A attached hereto that are to be paid by Owner and that are attributable to the operation of the Stations during the LMA Period.

**Station Expenses** is defined in the APA.

**Tangible Personal Property** shall mean those Assets which are tangible personal property.

Section 2. Programming Services. Subject to the terms and provisions of this Agreement, Owner hereby grants to Operator the exclusive (as to all persons other than Owner) rights to utilize the Stations, the Tangible Personal Property, the Studio Site and access to the Tower Sites as needed to comply with Operator's obligations hereunder, all in conformity with FCC public policy statements in order for Operator to present Operator's Programming on the Stations. Operator may provide, in Operator's sole discretion, but nevertheless in accordance with FCC rules and regulations, up to twenty four (24) hours of Operator's Programming per calendar day; provided, however, that Owner may provide up to two (2) hours per week of the Owner's Programming at such times as Owner deems appropriate to supplement the Operator's Programming. Operator's utilization of the Stations, the Studio Site, the Tower Sites and the Tangible Personal Property shall comply in all respects with the FCC's rules and regulations. This grant of rights shall continue for the duration of the LMA Period.

Section 3. Provisions of Agreement To Comply With FCC Rules. In addition to the other provisions of this Agreement which are intended to comply with FCC rules and regulations for local marketing agreements, Owner and Operator agree as follows:

(a) Notwithstanding the grant to Operator by Owner of the rights set forth in Section 2 hereof, Owner shall retain control over Operator's Programming and the policies and operations of the Stations at all times during the term of the LMA Period. Said control shall be reasonably exercised and shall include (i) the right to decide whether to accept or reject any of Operator's Programming for broadcast by the Stations which Owner reasonably believes to be contrary to the public interest and (ii) the authority to preempt any of Operator's Programming with other programming deemed by Owner, in its sole discretion, to be of greater national, regional, or local importance, including emergency testing and activation required by the FCC. If Owner shall preempt Operator's Programming with Owner's Programming, then Owner shall promptly pay to Operator any and all revenues realized thereby. However, if Owner shall have preempted Operator's Programming because the material content of Operator's Programming is, in the reasonable opinion of Owner, in violation of FCC stated rules and policies or in violation of Owner's programming policies as described in Section 3(g) hereof, then Owner is not obligated to pay to Operator any revenues realized thereby, but Owner shall be responsible for Owner's Programming Expenses attributable thereto. Nothing herein shall be construed to impair, impede or preclude Owner's access to the Stations' respective Facilities and Tangible Personal Property at any time for any reason.

(b) Owner will have ultimate responsibility to comply with all FCC rules and policies and will file all FCC reports and applications. Operator agrees to timely provide Owner properly prepared information, records, and reports relating to Operator's Programming as are required by Owner to comply with the rules and regulations of the FCC and for any other proper purpose. Owner agrees

to provide Operator with all information in its possession, or subject to its control, that is necessary for Operator to comply with its obligations under this Agreement.

(c) Operator shall maintain and engage in an equal employment outreach program as required by the FCC's rules and Owner and Operator shall each timely file all equal employment opportunity reports required to be filed by licensees and time brokers.

(d) Owner shall employ a full time General Manager (herein so called) of the Stations and a Chief Operator (herein so called) to maintain the Stations' technical facilities and oversee the Stations' technical operations. These positions are subject to any applicable requirements of the FCC. The General Manager and the Chief Operator shall be Owner's employees and shall not be compensated by or accountable to Operator in any manner whatsoever. The General Manager shall oversee the operations of the Stations and shall be Owner's designated representative at the Stations for purposes of Owner's compliance with the provisions of this Agreement and for all other purposes, including Owner's and the Stations' compliance with all Applicable Law.

(e) Operator shall cooperate and consult with Owner concerning its policies and practices regarding political advertising and otherwise take such steps as may be necessary or appropriate in order to insure Owner's compliance with its obligations under the Act and the rules, regulations and policies of the FCC, with respect to the carriage of political advertisements and programs (including, without limitation, the rights of candidates and, as appropriate others, to "equal opportunities") and the charges permitted therefor. To this end, Operator will provide Owner with information as to the lowest unit rate for all classes and categories of time in Operator's Programming that Operator offers for sale to commercial advertisers, and, at the request of Owner, shall provide copies of advertising contracts and other documents used by Operator to determine the lowest unit rate applicable to any class or category of time. Additionally, Operator will promptly notify Owner of any changes in its lowest rates which occur during the forty-five (45) day period before any primary election and the sixty (60) days period before any general election. Owner shall have the right to sell to political candidates as much time in the Operator's Programming for political advertisements as Owner reasonably believes is necessary in order for Owner to satisfy its obligations to afford federal candidates reasonable access to the Stations, to discharge its public interest obligation with respect to non federal candidates, and to comply with its obligations to afford such candidates equal opportunities, and Operator shall insert such political advertisements in the Operator's Programming; provided that to the extent practicable and consistent with Owner's obligations as the licensee of the Stations, Owner will consult with Operator regarding the number and scheduling of political advertisements to be

inserted in the Operator's Programming, and provided further that Operator will be entitled to the net revenue received by Owner from the sale of political advertisements inserted in the Operator's Programming.

(f) During all hours when Operator is delivering the Operator's Programming for broadcast over the Stations, Operator shall (i) include in the Operator's Programming, at the appropriate times, the hourly station identification announcement required to be broadcast over the Stations. Additionally, during all hours when Operator is delivering the Operator's Programming for broadcast over the Stations, Operator shall maintain at the location from which the Operator's Programming is being originated a receiver capable of receiving test messages and alerts over the Emergency Alert System ("EAS"). The EAS receiver shall be continuously monitored. If an EAS test or alert is received during the hours when Operator is delivering the Operator's Programming for broadcast over the Stations, Operator shall (i) cause the appropriate EAS test or alert message to be transmitted over the Stations, (ii) in the event of an actual activation of the Emergency Alert System, cause all steps that the Stations are required to take in such an event to be taken, and (iii) be responsible for assuring that the receipt and broadcast of all EAS tests and alerts are properly recorded in the Stations' logs.

(g) Operator hereby agrees to conform Operator's Programming to those program policies of Owner that (i) are presented by Owner to Operator, in writing, at least ten (10) Business Days prior to the date upon which such conformity is requested and (ii) are otherwise not in violation of any Applicable Law.

(h) In the event of any question, comment, or complaint from any Person relating to Operator's Programming, Operator shall promptly notify Owner of the same and shall fully cooperate with Owner in responding thereto except that Owner may, but shall not be required to, cooperate with Operator in responding to any such question, comment, or complaint from any Person (other than a Governmental Body) with respect to Operator's Programming. Owner agrees to notify Operator of any investigations by or proceedings before any Governmental Body or if any of such investigations or proceedings relate to the business of the Stations.

(i) Operator agrees that Operator's Programming will comply with all Applicable Law.

(j) Operator shall be responsible to pay for all of Operator's Programming Expenses. Operator shall be responsible to pay the Monthly Fee to Owner.

(k) Pursuant to Section 73.3555(a)(3)(ii) of the FCC's rules, Owner certifies that it maintains ultimate control over the Stations' respective Facilities, including specifically control over finances, personnel and programming. Operator certifies this Agreement complies with the provision of Section 73.3555(a) of the FCC's rules.

Section 4. Payments. In consideration of Operator's utilization of the Stations, the Studio Site, the Tower Sites and the Tangible Personal Property and Owner's other covenants and agreements made hereunder, Operator shall pay to Owner the Monthly Fee for the LMA Period. The Base Fee portion of the Monthly Fee shall be due and payable in advance on the first day of the month. If Closing under the APA shall occur on the 1st day of the month, then the Operator shall not pay the Monthly Fee. If Closing under the APA shall occur on any day other than the 1st day of the month, then Operator shall pay the Base Fee for the month in which Closing shall occur and upon the Closing, the Owner shall reimburse to the Operator that portion of the Base Fee allocable to the number of days remaining in the month of Closing from and after the date on which Closing occurs. The Reimbursable Operating Expenses portion of the Monthly Fee shall be payable within ten (10) days following Owner's submission to Operator of an itemized invoice for the Reimbursable Operating Expenses from time to time, provided, that Owner shall not submit requests for Reimbursable Operating Expenses more frequently than once per calendar month. The Monthly Fee shall be reduced pro rata on a daily basis for any period of any calendar month in which the Facilities of any of the Stations shall not be available to Operator to enable Operator to broadcast Operator's Programming for any reason not the fault of Operator; provided that for these purposes, the Monthly Fee shall be reduced only if either (a) the affected Station shall fail to broadcast with at least 90% of its authorized power for a period of at least 24 hours in any one occurrence or (b) the affected Station shall fail to broadcast with at least 90% of its authorized power for periods aggregating at least 48 hours in any given thirty (30) day period. For purposes of making any adjustments to the Monthly Fee required by this Agreement, the Monthly Fee shall be allocated among the Stations in the following amounts: KCIL-FM, 31.2%; KBZZ-FM, 31.2%; KXOR-FM, 31.2% and KJIN-AM, 6.4%.

Section 5. Collection of Accounts Receivable.

(1) For the period commencing on the Commencement Date and ending on the last day of the end of the LMA Period (such period is referred to as the "Collection Period"), Operator will have the right and obligation to collect for the account of Owner the Accounts Receivable. Within three (3) business days following the Commencement Date, Owner will furnish Operator with a complete Accounts Receivable list current as of the Commencement Date, detailing customer name, amount owed, aging and invoice numbers.

(2) All receipts on the collection of an Account Receivable from a particular account debtor shall be applied first to the oldest outstanding invoice, unless the payment is made with reference to a specific invoice, in which case the payment shall be allocated to the specific invoice. Any monies or payments received by Operator which are in payment for commercial air time or for other services or business provided by Operator on or after the Commencement

Date shall belong to Operator and Operator shall not be obligated to remit any of such sums to Owner. Operator will not, without the written consent of Owner, compromise or settle for less than full value any of the Accounts Receivable.

(3) If any account debtor shall dispute its obligation to Owner, if any account debtor shall pay any invoice of Operator's before having paid in full all outstanding invoices due to Owner or if any Account Receivable shall be deemed uncollectible by Operator, then Operator shall notify Owner of same and the rights to collect such disputed, unpaid or deemed uncollectible account will thereupon revert to Owner and Operator will thereafter have no further responsibility with respect to the collection thereof.

(4) On the tenth (10th) day of each month immediately following each calendar month end during the Collection Period, Operator will provide Owner with a list of all Accounts Receivable collected during the preceding calendar month and Operator will remit to Owner all sums collected by Operator in connection with the Accounts Receivable (and not theretofore remitted to Owner) during such preceding month, without offset or deduction, except as expressly permitted under the terms of the APA.

(5) The obligation of Operator hereunder will be to use reasonable efforts to collect the Accounts Receivable in the ordinary course of business and does not extend to the institution of litigation, employment of counsel or other collection agency, or any other extraordinary means of collection, including the sending of demand letters. If requested by Operator, Owner will provide Operator with a power of attorney which will be sufficient for the purposes of evidencing to the various account debtors the exclusive authority of Operator to collect the Accounts Receivable.

(6) At the conclusion of the Collection Period, the collection rights to all of the remaining uncollected Accounts Receivable shall automatically revert to Owner, and Operator will thereafter have no further responsibility with respect to the collection of the Accounts Receivable.

#### Section 6. Provisions Regarding Contracts.

(a) Owner hereby assigns and delegates to Operator, and Operator hereby accepts and assumes, all Cash Contracts in effect on the Commencement Date. The Cash Contracts have been identified on a separate listing provided by Owner to Operator. If on or prior to the time of the Commencement Date, Owner shall have collected a pre-payment under a Cash Contract for which the broadcast time will not be aired or the services will not be rendered, as the case may be, until after the Closing, then Owner agrees that it will pay to Buyer a cash payment equal to the amount of all such pre-payments. If this Agreement is terminated for any reason, other than the consummation of the transactions described in the APA, then upon such termination, Operator will assign and delegate to Owner all Cash Contracts then in effect for the Stations.



(b) Owner hereby assigns and delegates to Operator, and Operator hereby accepts and assumes, all Barter Contracts, Barter Payables and Barter Receivables in effect on the Commencement Date. The Barter Contracts, Barter Payables and Barter Receivables have been identified on a separate listing provided by Owner to Operator. If the Barter Payables exceed \$50,000, then Owner agrees that it will pay to Buyer a cash payment equal to the excess of the Barter Payables over \$50,000, such payment being due upon the first to occur of (i) that date upon which all Barter Payables have been satisfied or (ii) the Closing of the transactions described in the APA. If this Agreement is terminated for any reason, other than the consummation of the transactions described in the APA, then upon such termination, Operator will assign and delegate to Owner all Barter Contracts, Barter Payables and Barter Receivables then in effect for the Stations.

(c) The Owner agrees to hold all of the Operating Contracts for the benefit of the Operator during the LMA Period and the Operator agrees to timely perform those obligations of the Owner arising under the Operating Contracts that are attributable to the presentation of Operator's Programming on the Stations during the LMA Period and that are within the control of the Operator to perform.

(d) Operator agrees that it has no authority to amend, modify, terminate, or extend any of the Operating Contracts; all such authority shall reside in the Owner. If Operator desires that any of the Operating Contracts be amended, modified, terminated, or extended, then the Operator will request the Owner to consider such action. Operator agrees that it will not enter into any Contract with respect to the Station in which the party being obligated is either the Owner or the Station.

Section 7. Provisions Regarding Equipment, Facilities and Insurance. The following provisions shall apply with respect to the equipment and Facilities:

(a) Owner will be responsible (i) to provide non-routine repairs to the Stations' program origination and transmission equipment in order to keep such equipment in good operating condition in order to transmit radio broadcast signals in accordance with the terms and specifications of the FCC Licenses and (ii) to ensure that the Stations' transmitting facilities shall comply at all times with the relevant rules, regulations and policies of the FCC, other applicable governmental authorities and with this Agreement. Owner shall also be responsible for maintaining all authorizations required for the operation of the Stations in full force and effect during the term of this Agreement, unimpaired by any acts or omissions of Owner.

(b) In the event that any FCC authorizations shall be required in order to enable Operator to originate and relay (e.g. STL's) programs to the Stations' respective transmitting facilities for broadcast, both parties shall cooperate in obtaining such authorizations, the expenses to be borne by Operator.

(c) In connection with Operator's Programming, Owner will make the Tangible Personal Property available for the use by Operator. Operator warrants that it will not dispose of any of the Tangible Personal Property without Owner's written permission except for those assets (e.g. inventory and supplies) which are consumable by nature and except as otherwise provided herein. Operator agrees to operate all Tangible Personal Property in a normal and reasonable manner and to make such emergency repairs as are necessary to avoid further damage to any item of Tangible Personal Property from continued use. Operator agrees to notify the Owner of any suspected defects with any item of Tangible Personal Property. Operator agrees to provide routine repair and maintenance on all Tangible Personal Property. Operator shall repair or replace any item of Tangible Personal Property that is damaged or destroyed by Operator's use or continued use after a defect has occurred or has been suspected by Operator.

(d) Owner shall be responsible to procure and maintain, at its own expense, insurance coverage on the Tangible Personal Property, including all vehicles, in an amount necessary to insure the replacement cost thereof. Operator shall be responsible to procure and maintain, at its own expense, general liability insurance coverage on the Stations' respective Facilities and vehicle operation by Operator's employees and Broadcaster's liability insurance (errors and omissions) with coverage limits in each case of at least \$1,000,000. To the extent permitted by law or the insurance policy, Owner shall be named as an additional insured on each of Operator's insurance policies. Owner and Operator agree to coordinate their respective insurance coverages to insure that all Tangible Personal Property and the operations of the Stations are adequately covered.

Section 8. Force Majeure. Owner will not be liable to Operator for any failure or impairment of any of the Stations' respective Facilities or any delay or interruption in broadcasting or failure at any time to furnish any Facilities, in whole or in part, for broadcasting Operator's Programming, due to acts of nature, earthquake, tornado, explosion, lightening, icing, riots, accidents not caused by Owner or Owner's employees or agents or other force majeure.

Section 9. Profits and Losses; Licenses. Operator shall own and retain all revenues received from the airing of Operator's Programming and Operator shall be solely responsible for all Operator's expenses. Operator shall be responsible for obtaining and maintaining all necessary licenses, authorizations and consents for the performance of copyrighted works to the extent that such works are included in Operator's Programming.

Section 10. Right to Use Programs. The right to use Operator's Programming and the right to authorize such use in any manner or in any media whatsoever, shall be and shall remain vested in Operator. Unless Owner has obtained Operator's prior written authorization, Owner will not authorize or permit (or cause or permit others within its control to authorize or permit) any of Operator's Programming to be recorded, duplicated, rebroadcast, or otherwise transmitted or used for any purpose other than broadcasting by the Stations at the times specified by

Operator and in the community and service areas to which Stations are licensed by the FCC. Subject to Owner's rights to reject or preempt Operator's Programming pursuant to Section 3(a) of this Agreement, Owner shall broadcast all of Operator's Programming (including all commercial advertising material) without modification, addition or deletion, at the hours and on the days specified in Operator's Programming schedule.

Section 11. Operator's Agreements. Effective as of the Commencement Date, Operator will make bona fide offers of employment to all Station employees (except for those employees described in Section 3(d) hereof) to serve in substantially the same capacity and at substantially the same rate of compensation as with the Stations prior to the Commencement Date. Except (i) in cases of employee fraud or dishonesty or (ii) without Owner's prior written consent, the Operator agrees that during the LMA Period it will not terminate any such employee who accepts Operator's offer of employment.

Section 12. Non-Default Early Termination of LMA Period. The LMA Period may be terminated upon written notice by the hereinafter designated party hereto as provided by this Section without any further obligation under this Agreement to the other party in the following circumstances:

12.1 **Broadcast Interruption.** By Operator upon ten (10) days notice to Owner if the operations of any one or more of the Key Stations are interrupted by any Governmental Entity and commercial broadcasting cannot be normally resumed within ten (10) days of the interruption of operations.

12.2. **Modification of Facilities.** By Operator upon thirty (30) days notice to Owner if any action of the FCC results in any changes to any one or more of the Key Stations broadcast facilities, including but not limited to, authority, power, frequency, or hours of operation, so that the broadcasting of Operator's Programming by the affected Stations is of material less value to Operator. Changes in transmitter site, however, which do not result in substantial or impermissible changes in coverage area or power transmission will not entitle Operator to terminate the LMA Period.

12.3. **FCC Etc..** By Owner or Operator upon thirty (30) days notice to the other (or such shorter period of notice as may be necessary in the opinion of either party's FCC legal counsel to comply with FCC requirements) if this Agreement or the transactions contemplated hereby or the involvement of Owner or Operator herein is determined by any final action of the FCC to be in violation of the Act or any applicable law or any rule, policy or order of the FCC. Notwithstanding the foregoing, if such violation can be avoided or remedied by an amendment to this Agreement which does not materially increase the liability imposed on any party under this Agreement nor materially decrease the economic benefit accruing to any party under this Agreement, then Owner and Operator

agree to enter into and execute such amendment, rather than terminate the LMA Period as provided in this Section 12.3.

12.4. **Preemption.** By Operator upon ten (10) days written notice from Operator to Owner if Owner exercises its right to preempt Operator's Programming under Section 3(a) for a period of time either exceeding one-tenth of one percent (.1%) of total broadcast time during any calendar month or exceeding one-hundredth of one percent (.01%) of the total billable commercial air time during any calendar month.

12.5. **Facilities.** By Operator upon ten (10) days notice from Operator to Owner if any contract, lease, agreement or other arrangement necessary to the continuation of any of the Stations' respective transmitting facilities shall expire and shall not be renewed or replaced by Owner within 5 days of such expiration.

12.6. **Failure of Facilities.** By Operator upon ten (10) days written notice from Operator to Owners if any of the Stations' respective Facilities shall not be available to Operator to enable Operator to broadcast Operator's Programming for ten (10) consecutive days for any reason including, but not limited to, the failure of the generators, transmitting equipment, towers, antennas, translators and other transmitting equipment which Operator is not obligated to repair or replace.

**Section 13. Default Early Termination of LMA Period.** If an Event of Default (hereinafter defined) shall occur, then the party not in default shall be under no further obligation to perform hereunder. If an Event of Default by Operator shall occur, then upon written notice to Operator (i) Owner shall be under no obligation to make available to Operator any further broadcast time or broadcast program distribution facilities, (ii) Operator's rights to provide Operator's Programming on the Stations shall be terminated, (iii) all amounts accrued or payable to Owner up to the date of termination which have not been paid shall immediately become due and payable and (iv) Owner may pursue any rights and remedies available to it under applicable law. If an Event of Default by Owner shall occur, then upon written notice to Owner (a) Operator may continue the LMA Period and pursue any rights and remedies available to it under applicable law and/or require Owner to specifically perform this Agreement or (b) Operator may terminate the LMA Period and pursue any rights and remedies available to it under applicable law. Any of the following shall constitute an Event of Default (herein so called) under this Agreement.

13.1. **Non Payment.** Operator's failure to timely pay the Monthly Fee. For the purposes of this Agreement, Operator shall be considered timely in its payments only so long as such payments are made within five (5) business days of due date thereof.

13.2. ***Default in Covenants.*** The material default by either party in the observance or performance of any covenant, obligation, agreement, term or provision contained herein (other than for the non-payment of the Monthly Fee); provided that the default shall not constitute an Event of Default hereunder unless and until the non-defaulting party shall have given the defaulting party written notice of such default specifying the nature of such default and a reasonable opportunity to cure, not to exceed 15 days, and the defaulting party shall fail to cure the default within the 15 day period.

Section 14. Other Terminations. If either (i) Owner shall give written notice of termination of the APA pursuant to any right granted in the APA or (ii) Operator shall give written notice of termination of the APA pursuant to any right granted in the APA, then in either such event, and regardless of whether it is later determined that such termination was invalid, the LMA Period shall nevertheless terminate on the next following last day of the month which is at least fifteen (15) days after the date of notice of termination of the APA.

Section 15. Effect of Termination. In the event of a termination of the LMA Period without a Closing having occurred, Operator may, upon ten (10) days advance written notice to Owner, recover any equipment owned by it, and the parties shall have no further obligation to otherwise pay any further compensation or other amounts under this Agreement or otherwise provide further services; provided all amounts owing to either party as of termination of the LMA Period shall be paid by the party owing same within five (5) days of written demand therefor by the party to whom such payment is owed. Upon termination of the LMA Period for any reason other than Closing of the transactions contemplated by the APA, Operator shall terminate the employment of all Station employees and shall use commercially reasonable efforts to effect a smooth and uninterrupted transition of the operations of the Stations back to Owner. In such event, Operator shall refrain, and shall cause its Affiliates to refrain, from solicitation of such employees to accept employment with Operator at any of Operator's other radio stations or those of any Affiliate of Operator.

Section 16. Further Assurances. Each party agrees to execute and deliver additional documents and take such other actions that another party may reasonably request for purposes of carrying out the transactions contemplated by this Agreement.

Section 17. No Partnership or Joint Venture. The relationship established by this Agreement is not intended to be, and shall not be, construed as a partnership or joint venture between the parties. Except to the limited extent which is specifically provided herein with respect to Operator's collection of the Owner's Accounts Receivable, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

Section 18. Indemnification. Operator shall indemnify, defend, and hold harmless Owner from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description, (collectively, "Damages") arising out of (i) the broadcast of

Operator's Programming under this Agreement and any other activities of Operator with respect to the Stations; (ii) any misrepresentation or breach of any warranty of Operator contained in this Agreement; and (iii) any breach of any covenant, agreement, or obligation of Operator contained in this Agreement. Owner shall indemnify, defend, and hold harmless Operator from and against any and all Damages arising out of (i) the broadcast of Owner's Programming and any other activities of Owner with respect to the Stations; (ii) any misrepresentation or breach of any warranty of Owner contained in this Agreement; and (iii) any breach of any covenant, agreement or obligation of Owner contained in this Agreement.

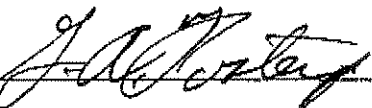
Section 19. Incorporation of Terms Of APA. This Agreement is a Transaction Document as defined in the APA. Therefore the undersigned parties agree that those terms and provisions of the APA that expressly apply to the Transaction Documents are incorporated herein by reference as though contained verbatim herein. In addition the parties incorporate by reference the terms and provisions of Sections 13.1, 13.2 and 13.4 of the APA for all purposes of this Agreement and all references in those Sections to "Agreement" shall be deemed to be this Agreement.

**[Signature Page Follows]**

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

**OWNER:**

**GUARANTY BROADCASTING COMPANY  
OF HOUMA, LLC**

By: 

Print Name: George A. Foster, Jr.

Title: President

**OPERATOR:**

**SUNBURST MEDIA – LOUISIANA, LLC**

By: Sunburst Media, Inc.

Its: Sole Manager

By: \_\_\_\_\_

Print Name: Don L. Turner

Title: Vice-President

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

**OWNER:**

**GUARANTY BROADCASTING COMPANY  
OF HOUMA, LLC**

By: \_\_\_\_\_

Print Name: George A. Foster, Jr.

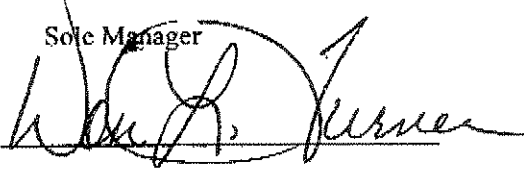
Title: President

**OPERATOR:**

**SUNBURST MEDIA - LOUISIANA, LLC**

By: Sunburst Media, Inc.

Its: Sole Manager

By:  \_\_\_\_\_

Print Name: Don L. Turner

Title: Vice-President



## **FIRST AMENDMENT TO LOCAL MARKETING AGREEMENT**

This First Amendment to Local Marketing Agreement (the "Agreement") dated as of October 11, 2005, is entered into by and between Guaranty Broadcasting Company of Houma, LLC, a Louisiana limited liability company (referred to herein as "Owner") and Sunburst Media – Louisiana, LLC, a Delaware limited liability company (referred to herein as "Operator").

### **RECITALS**

A. Owner and Operator entered into that certain *Local Marketing Agreement* dated August 8, 2005 (the "LMA"), reference to which is hereby made for all purposes.

B. Owner and Operator simultaneously with the execution and delivery of the LMA entered into that one certain *Asset Purchase Agreement* dated August 8, 2005 (the "APA").

C. Due to the effects of Hurricane Katrina on the operations of the Stations, the parties did not commence the LMA as originally scheduled on September 1, 2005.

D. Owner and Operator desire to amend the LMA as provided herein.

### **AMENDMENT**

NOW, THEREFORE, for and in consideration of the premises and the agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, Owner and Operator do hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein, and not defined herein, shall have the same meaning as in the APA or the LMA, as applicable.

Section 2. Waiver. The parties each hereby waive any claims they may have with respect to the delayed start of the Commencement Date from September 1, 2005 until October 14, 2005.

Section 3. Revised Commencement Date. The "Commencement Date" shall mean 12:01 a.m. local time at the Stations on Friday, October 14, 2005, which shall be the date and time on which Operator may begin furnishing Operator's Programming to the Stations.

Section 4. Accounting for October, 2005. Owner shall provide the accounting services for the Stations for the month of October, 2005. Notwithstanding any of the applicable provisions of the LMA to the contrary, for the month of October, 2005 only, (i) the gross revenues from the sale of commercial air time and other services of the Stations during the

month of October, 2005 shall be allocated 50% to Owner and 50% to Operator and (ii) the Station Expenses (including the Reimbursable Operating Expenses) properly allocable to the month of October, 2005 shall be allocated 50% to Owner and 50% to Operator. In order to effect the foregoing, (i) Owner will pay all Station Expenses properly allocable to the month of October, 2005, (ii) Owner will retain all accounts receivable generated during October 2005 as part of the Accounts Receivable and (iii) no later than November 20, 2005, Owner will pay to Operator 50% of the net operating income of the Stations for October, 2005, determined without regard to Excess Claims (as defined below), if any, not reported to Owner on or before November 20, 2005. Owner represents to Operator that (i) Owner's employee group health insurance plan ("Owner's Plan") is self insured up to \$50,000 per plan participant and (ii) Owner obtains coverage ("Stop Loss Coverage") from a third party insurer for claims under Owner's Plan in excess of \$50,000 per plan participant. Owner agrees that it will cause the LMA Hired Employees to continue to be fully covered under Owner's Plan from the LMA Commencement Date through October 31, 2005 to the same extent as though the LMA Hired Employees had remained employed by Owner through October 31, 2005. Owner and Operator agree that Station Expenses for October 2005 will include (i) the October 2005 monthly premium that Owner pays for Stop Loss Coverage but only to the extent those premiums are paid with respect to the LMA Hired Employees and (ii) the actual health insurance claims incurred by the LMA Hired Employees during the month of October 2005 up to the specific \$50,000 self-insured limit per LMA Hired Employee, but only to the extent the aggregate of those claims exceed the aggregate premiums chargeable to LMA Hired Employees for their participation in Owner's Plan for October 2005 (the "Excess Claims"). If there is an increase in Station Expenses for October 2005 due to Excess Claims, if any, not reported to Owner on or before November 20, 2005, then Owner will provide to Operator a listing of such later filed Excess Claims and any resulting overpayment (of 50% of the net operating income of the Stations for October, 2005) to Operator will be reimbursed to Owner within 90 days of LMA Commencement Date; it being the intent that such Excess Claims are to be shared by Owner and Operator 50% each. The Base Fee portion of the Monthly Fee shall be reduced by 50% and shall be paid by the Operator on the Commencement Date. The Operator shall have no obligation to pay Reimbursable Operating Expenses to the Owner for the period commencing October 14, 2005 and ending October 31, 2005 since Reimbursable Operating Expenses will have been included in the allocation of Station Expenses as set forth above.

Section 5. Revised Base Fee.

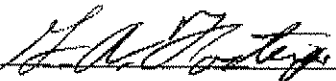
Section 6. Miscellaneous. Other than as set forth in this Amendment, the LMA shall remain in full force and effect as originally written.

[Signature Page Follows]

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

**OWNER:**

GUARANTY BROADCASTING COMPANY OF  
HOUMA, LLC

By: 

Print Name: George A. Foster, Jr.

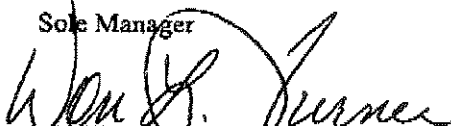
Title: President

**OPERATOR:**

SUNBURST MEDIA – LOUISIANA, LLC

By: Sunburst Media, Inc.

Its: Sole Manager

By: 

Print Name: Don L. Turner

Title: Vice-President