

## **AMENDED AND RESTATED OPTION AGREEMENT**

This Amended and Restated Option Agreement (the "*Agreement*") is made and entered into as of February 25, 2008, by and among **Aurora Communications, Inc.**, a Nevada corporation ("*Aurora*"), and **Lazer Broadcasting Corporation**, a California corporation ("*LBC*") and LBC's 100 percent-owned subsidiary, **Lazer Licenses, LLC** ("*Licenses*"), a Delaware limited liability company (together, LBC and Licenses, "*Lazer*").

### **RECITALS**

**WHEREAS**, Aurora was the high bidder in Auction No. 37 conducted by the Federal Communications Commission (the "*FCC*") for that certain new FM radio broadcast station at Carmel Valley, California, FCC Facility ID No. 164096 (the "*Station*") and has filed an application (FCC File No. BNPH-20050103AIN) (the "*CP Application*") for a construction permit for the Station (the "*Construction Permit*"); and

**WHEREAS**, Lazer has agreed to extend certain financial accommodations and commitments totaling One Million Seven Hundred Twenty Thousand Dollars (\$1,720.00.00) in the aggregate (the "*Aurora Debt*") to Aurora pursuant to the terms of that certain Amended and Restated Loan Agreement, by and between the Secured Party and the Debtor of even date herewith (the "*Loan Agreement*");

**WHEREAS**, Aurora and LBC entered into an Option Agreement (the "*Option Agreement*") as of December 2004 under which LBC was granted an option, upon grant of the CP Application, to acquire from Aurora substantially all of the assets used or held for use in connection with the operation of the Station, including the Construction Permit; and

**WHEREAS**, in light of changes in circumstances since the Agreement was entered into, Aurora and Lazer wish to amend and restate the terms of the Agreement;

**NOW, WHEREFORE**, in consideration of the mutual premises and covenants herein contained, the parties, intending to be legally bound, agree to amend, restate and supersede in its entirety the Option Agreement and substitute therefor this Agreement, to wit:

1. **Grant of Option.** Aurora hereby grants to Lazer an exclusive and irrevocable right and option (the "*Option*") to purchase all of the assets used or held for use in connection with the proposed operation of the Station and, upon the grant of the CP Application, the Construction Permit (the "*Purchased Assets*"), for the purchase price set forth in Section 5 below, payable by wire transfer of immediately available funds at the closing on and subject to the terms and conditions of the Asset Purchase Agreement (the "*Purchase Agreement*"), attached as Exhibit 1 hereto.

2. **Term of Option.** The term of the Option granted by Aurora to Lazer pursuant to Section 1 hereof shall begin on the date hereof and expire on March 1, 2010 (the "*Term*").

3. **Exercise of Option.** Lazer may exercise the Option at any time after the grant of

the CP Application by sending written notice to Aurora as provided herein during the Term. To exercise the Option, Lazer must deliver to Aurora a notice of Lazer's exercise of the Option along with an executed counterpart of the Purchase Agreement. Upon receipt of such executed counterpart, Aurora will execute and deliver an original, fully-executed Purchase Agreement to Lazer within five (5) business days of Aurora's receipt of Lazer's notice of exercise and executed counterpart.

4. **Consideration for Grant of Option.** The parties acknowledge and agree that the execution, delivery, and performance of the Loan Agreement by Lazer is sufficient and adequate consideration for the grant of the Option.

5. **Purchase Price.** The purchase price for the Purchased Assets shall be One Million Eight Hundred Sixty-Seven Four Hundred Twenty-Five Thousand Dollars (\$1,867,425.00) payable as follows: Upon the closing of the sale of the Purchase Assets to Lazer pursuant to the Purchase Agreement (the "*Closing*") Lazer shall (a) forgive and cancel the Aurora Debt (which the parties acknowledge will have a total principal value of One Million Seven Hundred Twenty Thousand (\$1,720,000.00) and (b) pay to Aurora One Hundred Forty-Seven Thousand Four Hundred Twenty-Five Dollars (\$147,425.00) in immediately available funds (the "*Aurora Payment*"). Should Aurora construct the Station prior to exercise of the Option, Lazer also will reimburse Aurora for its reasonable costs in constructing the Station.

6. **Representations and Warranties of Aurora.** Aurora hereby represents and warrants to Lazer that Aurora is a corporation organized and in good standing under the laws of Nevada; that it has full power and authority to enter into this Agreement and grant the Option to Lazer; and that this Agreement and the Option constitute a legal, valid, and binding obligation of Aurora, enforceable in accordance with its terms and do not constitute a default under or violation of any applicable law or regulation, or any judgment, decree, order agreement, lease or other instrument to which Aurora is a party or by it or its properties is legally bound.

7. **Representations and Warranties of Lazer.** Lazer hereby represents and warrants to Aurora that LBC is a corporation organized and in good standing under the laws of California; that has full power and authority to enter into and perform this Agreement; this Agreement constitutes a legal, valid, and binding obligation of Lazer, enforceable in accordance with its terms and does not constitute a default under or violation of any applicable law or regulation, or any judgment, decree, order, agreement, lease or other instrument to which Aurora is a party or by it or its properties is legally bound.

8. **Covenants.** Aurora shall use its best efforts to prosecute the CP Application to a successful grant by the FCC without any conditions adverse to the operation of the Station and, should it construct the Station prior to exercise of the Option, will control, supervise, and direct the operation of the Station, subject to the rules, regulations and policies of the FCC. Lazer shall not direct, manage or control Aurora or the Station during the term of the Option.

9. **Confidentiality.** Aurora and Lazer shall consult with each other concerning any public release of information concerning the grant or exercise of the Option; provided that Aurora shall file this Agreement with the FCC as required by FCC rules. Both parties shall keep

confidential all information obtained from the other, except to the extent necessary to consult with their respective financial advisers, accountants, lawyers, and investors (collectively, the "*Representatives*"). The obligation of each party to keep information confidential shall survive the expiration or termination of this Agreement and, upon the expiration or termination of this Agreement without the exercise of the Option, each will promptly return to the other the originals of, and destroy all copies of, all documents provided to it and shall direct its Representatives to do the same.

**10. Notice.** Any notice, demand, delivery, or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing:

If to Lazer:

Lazer Broadcasting Corporation  
200 South A. Street  
Suite 400  
Oxnard, CA 93030  
Attention: Alfredo Plascencia  
Telephone: (805) 240-2070  
Facsimile: (805) 240-5961

With a copy (which shall not constitute notice) to:

Fletcher Heald & Hildreth, PLC  
1300 North 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, VA 22209  
Attention: Harry C. Martin  
Telephone: (703) 812-0400  
Facsimile: (703) 812-0486

If to Aurora:

Aurora Communications, Inc.  
12272 Sarazen Place  
Granada Hills, CA 91344  
Attention: John Cooper  
Telephone: (213) 494-3377  
Facsimile:

With a copy (which shall not constitute notice) to:

Lawrence Bernstein Law Offices  
3510 Springland Lane, NW  
Washington, DC 20008  
Attention: Lawrence Bernstein  
Telephone: (202) 296-1800  
Facsimile: (202) 296-1800

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service.

11. **Assignment.** Lazer may assign this Agreement and the rights and obligations hereunder, including a collateral assignment of this Agreement to its lender, upon written notice to Aurora; provided, that, upon any such assignment, Lazer shall remain liable for all Lazer obligations hereunder, including without limitation the Aurora Payment. Aurora shall not assign this Agreement or any of its rights and obligations hereunder without the prior written consent of Lazer. Subject to the foregoing, this Agreement shall be binding on, inure to the benefit of, and be enforceable by the original parties hereto and their respective successors and assignees, and shall not create any rights or benefits for or in any other parties.

12. **Exclusive Dealings.** For so long as the Option remains in effect, neither Aurora nor any person acting on Aurora's behalf shall solicit or initiate any offer from, or conduct any negotiations with, any person or entity concerning the acquisition of the Station or any of the Purchased Assets by any person or entity other than Lazer or its permitted assignees.

13. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of, the State of California, without regard to the choice of law rules utilized in that jurisdiction, except to the extent governed by Federal communications law. With respect to any dispute arising hereunder, the parties hereto consent to the jurisdiction of the local or federal courts with jurisdiction in Ventura County, California.

14. **Entire Agreement.** This Agreement and the Exhibits hereto and any other documents delivered hereunder constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof (including but not limited to that certain Aurora Communications Corp. Agreement, dated December 2004, by and between Aurora and LBC, and that certain Aurora Communications Lease Management Agreement, , dated December 2004, by and between Aurora and Lazer, which shall be deemed to be terminated as of the date hereof). The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

15. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREFORE, Aurora and Lazer have caused their duly authorized representatives to execute this Option as of the date first written above.

**Aurora Communications, Inc.**


By: \_\_\_\_\_  
John Cooper, President

**Lazer Broadcasting Corporation**

By: \_\_\_\_\_  
Alfredo Plascencia, President

**Lazer Licenses, LLC**

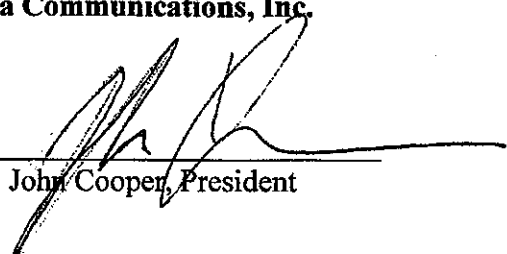
By: Lazer Broadcasting Corporation  
Manager

By:  \_\_\_\_\_  
Alfredo Plascencia, President

**SIGNATURE PAGE TO AMENDED AND  
RESTATED OPTION AGREEMENT**

IN WITNESS WHEREFORE, Aurora and Lazer have caused their duly authorized representatives to execute this Amended and Restated Option Agreement as of the date first written above.

**Aurora Communications, Inc.**

By:   
John Cooper, President

**Lazer Broadcasting Corporation**

By: \_\_\_\_\_  
Alfredo Plascencia, President

**Lazer Licenses, LLC**

By: \_\_\_\_\_  
Alfredo Plascencia, Manager

**Exhibit 1**  
**Asset Purchase Agreement**



## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2008, by and among Aurora Communications ("Seller"), Lazer Broadcasting Corporation ("Lazer") and Lazer's subsidiary, Lazer Licenses, LLC ("Lazer Licenses," and together with Lazer, "Buyer").

### Recitals

A. Seller holds a construction permit (the "Construction Permit") issued by the Federal Communications Commission ("FCC") for a new FM broadcast station at Carmel Valley, California, FCC Facility ID No. 164096 (the "Station").

B. Buyer has extended certain financial accommodations to Seller totaling One Million Seven Hundred Twenty Thousand Dollars (\$1,720,000.00) in the aggregate (the "*Seller Debt*") pursuant to the terms of that certain Amended and Restated Loan Agreement by and between Lazer and Seller, dated as of February 25, 2008.

C. Seller has agreed to sell the Construction Permit and the Purchased Assets (as defined below) to Buyer, on the terms and conditions set forth herein.

### Agreements

In consideration of the foregoing, and the mutual covenants and agreements set forth below, Seller and Buyer hereby agree as follows:

1.     Application. Within ten (10) business days of the date hereof, the parties hereto shall file an application (the "FCC Application") with the FCC for consent to the assignment of the Construction Permit from Seller to Buyer. The parties shall each pay one-half of the necessary filing fee for the FCC Application. The parties shall cooperate in the diligent submission of any additional information requested or required by the Commission with respect to the FCC Application, and shall take all steps reasonably required for the expeditious prosecution of the FCC Application to a favorable conclusion.

2.     Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of the right, title and interest of Seller in and to certain of the assets, properties, interests and rights of Seller that are used or held for use in the operation of the Station and described below (the "Purchased Assets"). The Purchased Assets include the following:

- a.     The Construction Permit.
- b.     Any and all equipment, transmitters, antennas, cables, tower equipment, distribution systems, amplifiers, microwave equipment, converters, testing equipment, computers and computer equipment, furniture, fixtures, office materials and supplies, tools, spare parts, vehicles, and other tangible personal property owned by Seller and used or held for use by Seller in the operation of the Station, together with any additions, modifications, alterations or improvements between the date of this Agreement and the Closing Date, including the Station's all letters, good will and other intangibles (collectively, the "Personal Property").

The Purchased Assets are to be conveyed through bills of sale, assignments or other documents of customary for such purpose and satisfactory in form and substance to Buyer, Seller, and their respective counsel (the "Closing Documents"). The Purchased Assets are to be conveyed to Buyer free and clear of any liens, mortgages, claims, liabilities, assignments, conditions, exceptions, restrictions, limitations, charges, or any nature whatsoever (collectively, "Claims").

3. Purchase Price. The purchase price for the Purchased Assets to be paid on the Closing Date shall be One Million Eight Hundred Sixty-Seven Thousand Four Hundred Twenty-Five Dollars (\$1,867,425.00) (the "Purchase Price") payable as follows: On the Closing Date, Buyer shall (a) forgive and cancel the Seller Debt, , including any interest accrued thereon (which the parties acknowledge will have a total principal value of One Million Seven Hundred Twenty-Thousand (\$1,720,000.00)), and (b) pay to Seller One Hundred Forty-Seven Thousand Four Hundred Twenty-Five Thousand Dollars (\$147,425.00) in immediately available funds (the "Seller Payment"). Seller and Buyer expressly agree that, provided that all of Seller's representations and warranties hereunder are true and correct on the Closing Date, and provided that, on the Closing Date, Seller is not in breach of any term of this Agreement, upon the Closing Buyer shall pay to Seller the full amount of the Seller Payment, without any reductions thereto either for principal or interest. Following the payment of the Seller Payment to Seller and the cancellation of the Seller Debt, Buyer shall have no claim against Seller for any portion of the Seller Payment.

4. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that:

a. Seller is and as of the Closing Date will be a corporation duly organized, validly existing and in good standing in Nevada;

b. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by the directors of Seller. No other or further corporate act on the part of Seller is necessary to authorize this Agreement or the consummation of the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

c. Subject to obtaining the approval of the Commission, the execution, delivery and performance of this Agreement (i) does not require the consent of any third party and (ii) will not conflict with, result in a breach of, or constitute a default under any agreement or instrument to which Seller is a party or by which Seller is bound or under any law, judgment, order, decree, rule or regulation of any court or governmental body which is applicable to Seller or the Station.

d. Seller is, and as of the Closing Date will be, in material compliance with all applicable laws, including the Communications Act of 1934, as amended, and the rules and regulations of the Commission.

e. The Purchased Assets are and on the Closing Date will be in compliance with all applicable laws.

f. Aside from certain claims brought before FCC regarding the technical viability of the Construction Permit, which claims are well known to Buyer, Seller knows of no reason related to its qualifications which would disqualify it from holding the Construction

Permit or assigning the Construction Permit to Seller. The Construction Permit is valid and in full force and effect and constitutes all of the authorizations issued by the FCC in connection with the Station. The Construction Permit is not subject to any restriction or condition that would limit in any respect the operation of the Station.

g. Seller has, and on the Closing Date will have, good and marketable title to all the Purchased Assets, free and clear of all Claims. None of the Purchased Assets are subject to any restrictions with respect to the transferability thereof. Seller has complete and unrestricted power and right to sell, assign, convey and deliver the Purchased Assets to Buyer as contemplated hereby. At Closing, Buyer will receive good and marketable title to all the Purchased Assets, free and clear of all Claims of any nature whatsoever.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

a. This Agreement constitutes a legal, valid and binding obligation of Buyer, is enforceable in accordance with its terms. LBC and Licenses have taken all requisite corporate and limited liability actions required to authorize them to enter into and consummate this Agreement and the transaction provided for herein.

b. Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the Construction Permits from Seller.

c. Buyer has the financial resources necessary to consummate the purchase contemplated by this Agreement.

6. Expenses. The expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring such expense; provided, however, that all costs and expenses relating to any litigation with respect to protests, if any, and appeals therefrom, if any, filed in connection with the claims adverted to in Section 4(f) of this Agreement shall be borne by Buyer.

7. Seller's Closing Conditions. All obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

- a. The FCC shall have consented to the assignment of the Construction Permit to Buyer without any condition materially adverse to Seller.
- b. Buyer shall have paid the Purchase Price.
- c. Buyer shall have executed and delivered to Seller the Closing Documents.

8. Buyer's Closing Conditions. All obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

- a. The FCC shall have consented to the assignment of the Construction Permit to Buyer without any condition materially adverse to Buyer, and such consent shall have become final, *i.e.*, no longer subject to review, reconsideration, appeal or remand under applicable laws and rules, and the time for seeking such review, reconsideration, appeal or remand under such laws and rules shall have expired (a "Final Order").

b. Seller shall have executed and delivered to Buyer the Closing Documents and conveyed the Purchased Assets to Buyer in accordance with this Agreement.

c. All representations and warranties of Seller made herein shall be true and correct as of the Closing Date, and Seller shall have delivered to Buyer a certificate of an officer of Seller to such effect.

d. As of the Closing Date, Seller shall have complied in all material respects with all covenants and conditions of this Agreement and Seller shall have delivered to Buyer a certificate of an officer of Seller to such effect.

e. There shall have been no adverse change in the condition of the Purchased Assets between the date of this Agreement and the Closing Date, and the Construction Permit shall be in good standing at the FCC.

9. Indemnification.

a. Survival. All representations and warranties of the parties contained in or made pursuant to this Agreement shall survive the Closing for 24 months after the Closing Date (the "Survival Period").

b. Indemnification of Buyer. From and after the Closing, Seller agrees that it shall indemnify, defend and hold Buyer harmless from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities, including, without limitation, liabilities for reasonable attorneys' fees and disbursements, suffered directly or indirectly by Buyer by reason of, or arising out of:

(i) any breach of representation or warranty made by Seller pursuant to this Agreement;

(ii) any failure by Seller to perform or fulfill any of its covenants or agreements set forth in this Agreement; or

(iii) any litigation, proceeding or claim by any third party relating to the Construction Permit (specifically excluding the claims adverted to in Section 4(f) hereinabove, and as to which Buyer has full knowledge) for which the basis for such claim occurred prior to the Closing Date.

(c) Indemnification of Seller. From and after the Closing, Buyer agrees that it shall indemnify, defend and hold Seller harmless from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities, including, without limitation, liabilities for reasonable attorneys' fees and disbursements, suffered directly or indirectly by Seller by reason of, or arising out of:

(i) any breach of representation or warranty made by Buyer pursuant to this Agreement;

(ii) any failure by Buyer to perform or fulfill any of its covenants or agreements set forth in this Agreement; or

(iii) any litigation, proceeding or claim by any third party, including employment and discrimination claims, relating to the business or operation of the Station for which the underlying basis for such claim occurred on or after the Closing Date.

(d) The foregoing notwithstanding, no claims may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the Survival Period. In the event such notice is given,



the right to indemnification with respect thereto under this provision shall survive the Survival Period until such claim is finally resolved and any obligations with respect thereto are fully satisfied.

10. Termination. This Agreement may be terminated as follows, it being agreed that time is of the essence for purposes of all deadlines or timeframes described herein:

a. If conditions to Closing set forth in Section 7 of this Agreement have not been satisfied (or waived by Seller) within eighteen (18) months of the date of this Agreement, Seller may terminate this Agreement upon written notice to Buyer.

b. If the conditions of Closing set forth in Section 8 of this Agreement have been satisfied (or waived by Buyer) within eighteen (18) months of the date of this Agreement, Buyer may terminate this Agreement upon written notice to Seller.

c. If either Buyer or Seller shall be in material breach of this Agreement, and such breach is not cured after fifteen (15) days' written notice of such material breach, the other party, if not then in material breach, may terminate this Agreement. In the event of a material breach of this Agreement by Seller, Buyer shall have the right to obtain specific performance of the terms of this Agreement, it being agreed that the Purchased Assets are unique assets. If any action is brought by Buyer pursuant to this subsection to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law. In the event of a dispute hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party.

11. Closing. The Closing, or the Closing Date, as used throughout this Agreement, shall occur on a date and in a place mutually agreeable to the parties within ten (10) business

days after the conditions precedent described in Section 7.a and 8.a hereof is satisfied, subject to satisfaction of the other conditions precedent set forth above.

12. Allocation of Purchase Price. The Purchase Price of the Station will be allocated as the parties shall mutually agree on or before the Closing Date.

13. Control of the Station. Prior to the Closing Date, Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Station. Nor shall Buyer have any rights with respect to the Construction Permit that are not stated in this Agreement.

14. Entire Agreement. This Agreement, together with all schedules hereto, constitutes the entire agreement between the parties and supersedes all prior agreements providing for the acquisition of the Station or the Construction Permit by Buyer.

15. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. Any disputes arising out of this Agreement shall be resolved in state or federal court with jurisdiction in Ventura County, California.

16. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the permitted successors and assigns of the parties hereto. Seller shall not assign this Agreement in whole or in part without the prior written consent of Buyer. Buyer may assign this Agreement, in whole or in part, to any entity controlling, controlled by or under common control with Buyer, or make a collateral assignment of this Agreement to its lender, without the prior consent of Seller.

17. Cooperation. Both before and after the Closing, Seller and Buyer shall each cooperate, take such actions and execute and deliver such documents as may be reasonably requested by the other party in order to carry out the provisions of this Agreement. In addition, Seller agrees to file any modification applications which the Buyer may request. Any and all costs including filing fees of such applications shall be paid by Buyer.

18. Notices. All notices hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered and received by certified or registered mail, return receipt requested, or by expedited courier service, to the following addresses or such other addresses as any party may provide by written notice:

If to Buyer:

Lazer Broadcasting Corporation  
200 South A. Street  
Suite 400  
Oxnard, CA 93030  
Attention: Alfredo Plascencia  
Telephone: (805) 240-2070  
Facsimile: (805) 240-5961

With a copy (which shall not constitute notice) to:

Fletcher Heald & Hildreth, PLC  
1300 North 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, VA 22209  
Attention: Harry C. Martin  
Telephone: (703) 812-0400  
Facsimile: (703) 812-0486

If to Seller:

Aurora Communications, Inc.  
12272 Sarazen Place  
Granada Hills, CA 91344  
Attention: John Cooper  
Telephone: (213) 494-3377  
Facsimile:

With a copy (which shall not constitute notice) to:

Lawrence Bernstein Law Offices  
3510 Springland Lane, NW  
Washington, DC 20008  
Attention: Lawrence Bernstein  
Telephone: (202) 296-1800  
Facsimile: (202) 296-1800

19. Exclusivity. While this Agreement is in effect, Seller agrees not to engage in any discussions or negotiations concerning any potential sale of the Purchased Assets to any party other than Buyer or its assigns.

20. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

[Remainder of page left blank intentionally]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

AURORA COMMUNICATIONS, INC.

By: \_\_\_\_\_  
John Cooper, President

LAZER BROADCASTING CORPORATION

By: \_\_\_\_\_  
Alfredo Plascencia, President

LAZER LICENSES, LLC

By: \_\_\_\_\_  
Alfredo Plascencia, Manager