LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (the "*Agreement*"), made as of the 3rd day of February 2006, is between RadioVisa Los Angeles, LLC, a Delaware limited liability company ("*Licensee*"), RadioVisa Corporation ("*Parent*") and LAA 1, LLC, a Delaware limited liability company ("*Programmer*").

RECITALS

Licensee is the licensee of and operates radio broadcast station KMXE (AM), Orange, California (Facility ID No. 50516) ("*Station*"). Parent is the sole member of Licensee.

Licensee and Programmer are parties to an asset purchase agreement of even date herewith (the "*Purchase Agreement*"), pursuant to which Licensee has agreed to sell and Programmer has agreed to purchase the Station on the terms and conditions set forth therein. Capitalized terms used but not defined in this Agreement shall have the meaning set forth in the Purchase Agreement.

Pending consummation of the transactions provided in the Purchase Agreement, Programmer desires to purchase time on the Station for its programming and advertising time, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the Federal Communications Commission (the "*FCC*") and Licensee desires to lease such time to Programmer.

Therefore, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. SALE OF TIME

1.1   Broadcast of Programming. During the Term (as defined below), Licensee shall make available broadcast time on the Station for the broadcast of Programmer's programs (the "*Programming*") for 168 hours a week except for: (i) downtime occasioned by routine maintenance performed between midnight and 6:00 a.m. or at times mutually agreeable to Licensee and Programmer; (ii) times when Programmer's programs are rejected by Licensee in accordance with Section 2.1 hereof or preempted in accordance with Section 2.2 hereof; and (iii) times when the Station is not broadcasting because of Force Majeure Events in accordance with Section 1.3 hereof.

1.2   Advertising and Programming Revenues. During the Programming it delivers to the Station, Programmer shall have full authority to sell for its own account commercial time on the Station and to retain all revenues from the sale of such advertising.

1.3   Force Majeure. Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming, or failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, or any other causes beyond the reasonable control of Licensee (collectively "*Force Majeure Events*"), shall not constitute a breach of this Agreement by Licensee.

1.4   Main Studio and Studio Equipment. Programmer shall originate the Programming from either Licensee's existing office and studio facilities for the Station located in Sherman Oaks,

California, from Licensee's existing studios located in Burbank, California (the "*Studios*") using the studio equipment located in the Studios (the "*Studio Equipment*"), or from such other location selected by the Programmer that is in compliance with FCC rules. To enable Programmer to fulfill its obligations hereunder, Licensee and Parent shall make the Studios and Studio Equipment available, for no additional consideration, to Programmer for its use for the production of Programming and sale of advertising under this Agreement. Programmer shall not allow any persons other than its employees to enter the Studios without the express prior permission of Licensee. Programmer agrees to take reasonable care of the Studios and the Studio Equipment, subject to ordinary wear and tear. Programmer shall repair any and all damage to the Studios and the Studio Equipment to the extent that it results from the actions, failure to act or negligence of the Programmer. Programmer may make no alterations, additions or changes to the Studios or the Studio Equipment. Programmer agrees to indemnify and hold harmless Licensee and Parent and their Affiliates from any and all claims for damages for injuries to or death of persons and for damages to property arising out of Programmer's use and/or occupancy of the Studios or the Studio Equipment.

   1.5 **Payments.** In consideration of the rights granted under this Agreement, Programmer shall pay Licensee the fee (the "Fee") and reimburse certain of Licensee's costs as provided in Schedule 1.5 hereto.

    (a) In the event the Station is off the air for any reason for a period of five (5) days or more during any calendar month (except due to an event of Force Majeure as hereinafter defined), the payment of the Fee for the following month shall be reduced as follows: the reduction in the Fee paid in the following month for the time off-air shall be equal to the pro rata share of the Fee attributable to the period of time the Station was off the air in the preceding month. Notwithstanding the foregoing, there shall be no reduction in the Fee for routine or non-emergency maintenance work affecting the operation of the Station performed on Sunday mornings between the hours of 6:00 a.m. and 8:00 am with at least forty-eight (48) hours prior notice to the Programmer.

    (b) In the event the Station is not off the air but there has been a reduction in the Station's effective radiated power ("ERP") authorized by the FCC or other material impairment of the Station's normal broadcast transmissions for any reason other than an event of Force Majeure as hereinafter defined such that the Station is operating at a power level less than fifty percent (50%) of ERP for any period of time during any calendar month, such impairment shall be considered a "Signal Impairment." Upon the occurrence of a Signal Impairment, the payment of the Fee for the following month shall be reduced as follows: the reduction in the Fee paid in the following month for the time of Signal Impairment shall be equal to the pro rata share of the Fee attributable to the number of days that such Signal Impairment occurred in the preceding month. Notwithstanding the foregoing, there shall be no reduction in the Fee for routine or non-emergency maintenance work affecting the operation of the Station performed on Sunday mornings between the hours of 6:00 a.m. and 8:00 a.m. when power is reduced to no less than 50% of the Station's ERP, with at least forty-eight (48) hours prior notice to the Programmer.

    (c) Notwithstanding the provisions of Section 1.5(a) or (b), if the Station is off the air or if there is a Signal Impairment resulting from actions, failure to act or negligence of Programmer, there shall be no reduction in the Fee.

(d)   In the event Licensee exercises its rights under Section 2.1 hereof to reject or replace any portion of the Programming, and the Programming preempted by Licensee exceeds one (1) hour in any calendar month, the Fee for the next month shall be reduced as follows: (x) if the preemption by Licensee is between one (1) and four (4) hours, the reduction in the Fee paid in the following month will be equal to a *pro rata* share of the Fee for the period of time of such preemption in the preceding month, and (y) if the preemption by Licensee exceeds four (4) hours, the reduction in the Fee paid in the following month will be equal to a *pro rata* share of the Fee for the period of time of such preemption in the preceding month multiplied by one hundred fifty percent (150%). The reduction in the Fee provided for in this Section 1.5 shall continue in each subsequent month as required to permit Programmer to recover the value of the preempted air time.

1.6   Term. The term of this Agreement (the "*Term*") shall commence at 12:01 a.m., Pacific Standard Time (the "*LMA Effective Time*"), on February 6, 2006 (the "*Commencement Date*"), and shall terminate on the earlier of (a) 12:01 a.m. on the date of the consummation of the purchase of the Station pursuant to the Purchase Agreement or (b) 12:01 a.m. on the date which is thirty (30) days after the date of termination of the Purchase Agreement for any reason other than the closing thereunder.

1.7   License to Use Call Sign and Trademarks. Licensee hereby grants Programmer a license to use Licensee's call signs and trademarks and names used primarily in the operation of the Station (the "*Marks*") in connection with the broadcast and promotion of the Programming during the Term. Programmer agrees that the nature and quality of all services rendered by it in connection with the Marks shall conform to commercially reasonable quality standards. If Licensee becomes aware of any fact which in its opinion indicates that Programmer is using the Marks in connection with Programming that does not conform with commercially reasonable quality standards, Licensee may notify Programmer in writing of such facts and request that Programmer conform its use of the Marks to commercially reasonable quality standards. If Programmer does not conform its use of the Marks, Licensee may terminate the license granted hereby upon written notice to Programmer. Programmer agrees to cooperate with Licensee to control the nature and quality of use of the Marks, to supply Licensee with audio tapes and uses of the Marks upon Licensee's reasonable request, and to use the Marks only in connection with quality programming services. Both parties further agree to notify the other in writing of any legal action commenced against it which relates to the Marks or to the quality of the Programming within ten (10) days of notice of such action.

2.   OBLIGATIONS AND RIGHTS OF LICENSEE

Programmer acknowledges and agrees that Licensee is and shall remain responsible for operating the Station in the public interest and controlling the day-to-day operations of the Station in conformance with its FCC licenses, permits and authorizations. Without limiting the generality of the foregoing, Licensee and Programmer agree as follows:

2.1   Licensee's Absolute Right to Reject Programming. Licensee shall have the absolute right to reject any Programming, including advertising announcements or other material, which Licensee in its sole discretion deems contrary to the public interest, the Communications Act of 1934, as amended (the "*Communications Act*"), or the FCC's rules, regulations and policies (the "*Rules*," and together with the Communications Act, the "*Communications Laws*"). Licensee

reserves the right to refuse to broadcast any Programming containing matter that Licensee in its sole discretion believes is, or may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Station to be, violative of any third party intellectual property rights, defamatory, indecent, obscene or profane, or otherwise in violation of law. Licensee may take any other actions necessary to ensure the Station' operations comply with the laws of the United States, the laws of the State of California, the Communications Laws (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. If Licensee determines in accordance with this Section 2.1 that any Programming supplied by Programmer is contrary to the public interest, Communications Laws or otherwise would be in violation of any other law, rule or regulation, Licensee may, upon prior written notice to Programmer and subject to Section 1.5 (d), reject such Programming; provided, however, that in no event shall such rejection be undertaken because Licensee believes its alternative programming, if any, will be more profitable or commercially attractive. Licensee will not reject any advertising placed by Programmer provided that such advertising complies with local broadcasting industry standards and that the Licensee does not, in its good faith and reasonable discretion, deem it contrary to the Rules.

2.2   Licensee's Right to Preempt Programming for Special Events and Public Interest Programming. Licensee shall have the absolute right to preempt Programming in order to broadcast a program deemed by Licensee, in its reasonable discretion, to be of greater national, regional, or local public interest or significance, and to use part or all of the hours of operation of the Station for the broadcast of events of special importance. In all such cases, Licensee will use commercially reasonable efforts to give Programmer reasonable advance notice of its intention to preempt the Programming. Licensee may preempt the Programming under this Section 2.2 without reduction or offset in the payments due Licensee under this Agreement.

2.3   Public Service Programming. Programmer shall continue to broadcast the public service programming previously broadcast by Licensee or replacement programming as directed by Licensee and shall determine when Programming will be preempted in order to broadcast public service programming at the times set forth in Section 1.1 hereto.

2.4   Political Advertising, Public File, Etc. The parties acknowledge that Licensee is ultimately responsible for complying with the Communications Laws with respect to (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (b) the broadcast and nature of public service programming; (c) the maintenance of political and public inspection files and the Station' logs; (d) the ascertainment of issues of community concern; and (e) the preparation of all quarterly issues/programs lists.

2.5   Maintenance and Repair of Transmission Facilities. Licensee shall use commercially reasonable efforts to maintain the Station' transmission equipment and facilities, including the antennas, transmitters and transmission lines, in good operating condition, and Licensee shall continue to contract with local utility companies for the delivery of electrical power to the Station' transmitting facilities at all times in order to ensure operation of the Station. Licensee shall undertake such repairs as are necessary to maintain full-time operation of the Station with its

maximum authorized facilities as expeditiously as reasonably possible following the occurrence of any loss or damage preventing such operation.

2.6   Main Studio. Licensee shall maintain a main studio for the Station as required under the Communications Laws.

3.   OBLIGATIONS AND RIGHTS OF PROGRAMMER

Programmer shall not take any action, or omit to take any action, inconsistent with Licensee's obligations under the Communications Laws to retain ultimate responsibility for the programming and technical operations of the Station. Whenever at the Studios or otherwise on the Station' premises, all of Programmer's personnel shall be subject to the supervision and the direction of the General Manager and/or the Station' Chief Operator. Without limiting the generality of the foregoing, Programmer agrees as follows:

3.1   Compliance with Laws and Station Policies. Programmer has advised Licensee of the nature of its Programming. Programmer will make no material changes in the Programming after the Commencement Date without the prior written consent of Licensee, which shall not be unreasonably withheld, conditioned or delayed. All Programming shall conform in all material respects to all applicable provisions of the Communications Laws, all other laws or regulations applicable to the broadcast of programming by the Station, and the programming regulations prescribed in Schedule 3.1 hereto. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee of the Station.

3.2   Cooperation with Licensee. Programmer, on behalf of Licensee, shall furnish or insert within the Programming all Station identification announcements required by the Communications Laws, and shall, upon request by Licensee, provide (a) information about Programming that is responsive to the public needs and interests of the area served by the Station, so as to assist Licensee in the preparation of any required programming reports, and (b) other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the Station, including all records and information pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the Rules and The Bipartisan Campaign Reform Act of 2002. Programmer additionally agrees that broadcasts of sponsored programming addressing political issues or controversial subjects of public importance will comply with the provisions of Section 73.1212 of the Rules. Programmer shall consult with Licensee and adhere strictly to all applicable provisions of the Communications Laws, with respect to the carriage of political advertisements and political programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to "equal opportunities") and the charges permitted for such programming or announcements. Programmer shall cooperate with Licensee to ensure compliance with the Rules regarding Emergency Alert System tests and alerts.

3.3   Payola and Plugola. Programmer shall provide to Licensee any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has

been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act and the related Rules.

3.4 **Handling of Communications.** Programmer shall provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming to enable Licensee to comply with the requirements of the Communications Laws, including those regarding the maintenance of the public inspection file. Licensee shall not be required to receive or handle mail, facsimiles, emails or telephone calls in connection with the Programming unless Licensee has agreed to do so in writing. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers, or other payments for services or advertising.

3.5 **Compliance with Copyright Act.** Programmer shall not broadcast any material on the Station in violation of the Copyright Act or the rights of any person. All music supplied by Programmer shall be (a) licensed by a music licensing agent such as ASCAP, BMI, or SESAC, (b) in the public domain, or (c) cleared at the source by Programmer. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Station.

4. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

4.1 Licensee's Responsibility for Employees and Expenses.

(a) Licensee will employ a full-time management-level employee for the Station (the "*General Manager*"), who shall report and be solely accountable to Licensee and shall be responsible for overseeing the operations of the Station. Licensee's staff level employee shall be a qualified Chief Operator, as that term is defined in the Communications Laws, for the Station. The Chief Operator shall have the duties and responsibilities of a "Chief Operator" under the Communications Laws.

(b) Subject to Schedule 1.5 hereto, Licensee shall be responsible for timely paying: (i) all taxes and other costs incident to Licensee's ownership and use of Station's transmitter site, including insurance costs, (ii) all utility costs (telephone, electricity, etc.) relating to the transmitter site, (iii) all maintenance and repair costs for the transmitting equipment that are Licensee's responsibility under **Section 2.5**, (iv) all costs, including utilities, taxes, insurance and maintenance, relating to the lease and operation of Station's Studios, (v) the salaries, taxes, insurance and related costs for Licensee's Station personnel as identified on **Schedule 4.3** and (vi) all FCC regulatory or filing fees, except as provided for in the Purchase Agreement.

4.2 Programmer's Responsibility for Employees and Expenses.

(a) Programmer shall be responsible for the artistic personnel and material for the production of the Programming to be provided under this Agreement. Programmer shall provide any transmitter duty operators required for the operation of the Station during any period when the Programming is being broadcast. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its own personnel and facilities used in fulfillment of its rights and obligations under this Agreement.

(b) Programmer shall be responsible for timely paying all costs associated with production and listener responses, including utility costs, fees to ASCAP, BMI and SESAC, any other copyright fees, and all other costs or expenses attributable to the Programming that is delivered by Programmer for broadcast on the Station. In addition, Programmer shall be responsible for timely paying all salaries, taxes, insurance and related costs of personnel other than the Licensee's Station personnel. Programmer shall also timely pay all normal and customary maintenance costs incurred in the ordinary course of business for the Studios and Studio Equipment and all repair costs necessary to keep the Studio Equipment in operating condition.

(c) Programmer shall maintain at its expense and with reputable insurance companies reasonably acceptable to Licensee, commercially reasonable coverage for broadcaster's liability insurance, worker's compensation insurance and commercial general liability insurance. Licensee shall be named as an additional insured on such policies, and such policies shall not be terminable without notice to Licensee and an opportunity to cure any default thereunder. Programmer shall deliver to Licensee on or before the Commencement Date, and thereafter upon request, current certificates establishing that such insurance is in effect.

4.3 Station Employees.

(a) **Transferred Employees.**

(i) Upon prior notice to Licensee, and at mutually agreeable times, Licensee will permit Programmer to meet with its employees not listed on Schedule 4.3 prior to the LMA Effective Time. Programmer may, at its option, extend offers of employment to all or any of Licensee's employees at the Station, except for those listed on Schedule 4.3 hereto, it being understood that Programmer shall have no obligation to employ any of the employees of Licensee, and Programmer shall have no obligations with respect to any employee not hired by Programmer. From and after the execution of this Agreement, Licensee will not take any action to preclude or discourage any of Station's employees from accepting an offer of employment extended by the Programmer.

(ii) With respect to employees of the Station hired by Programmer ("Transferred Employees"), Licensee shall be responsible for all compensation and benefits arising prior to the LMA Effective Time (in accordance with Seller's employment terms), and Buyer shall be responsible for all compensation and benefits arising after the LMA Effective Time (in accordance with Programmer's employment

terms); *provided, however*, that at the request of the Programmer, Programmer may delay its effective date of employment of the Transferred Employees for up to thirty (30) days after the LMA Effective Date, in which case such employees shall remain employees of Licensee until such date, but Programmer shall reimburse Licensee for all compensation and benefits for such employee for the period after the LMA Effective Date until the date actually employed by Programmer.

(b)   Except as otherwise provided in this Section 4.3 with respect to employees of the Station hired by Programmer (collectively, the *"Transferred Employees"*), Licensee shall be responsible for all wages, commissions and bonuses earned and benefits accrued under Employee Benefit Plans of the Licensee as of the Commencement Date and Programmer shall be responsible for all wages, commissions and bonuses earned and benefits accrued under Employee Benefit Plans of the Programmer after the LMA Effective Time. Notwithstanding the foregoing, Programmer shall grant credit to each Transferred Employee for all unused vacation and sick leave accrued as of the date of hire as an employee of Licensee and Programmer shall assume and discharge Licensee's obligations to provide such leave to such employees. All of the employment contracts in effect with respect to the Transferred Employees are listed on Schedule 5.1 hereto.

(c)   Following their hire, Programmer shall provide generally to the Transferred Employees employee benefits under Programmer's Employee Benefit Plans on terms and conditions which when taken as a whole are substantially similar to those currently provided by the Programmer to its similarly situated employees. Programmer shall waive any pre-existing condition exclusion under any Programmer group health plan for which any Transferred Employee and their dependents covered by a group health plan of Licensee as of the Commencement Date shall become eligible by virtue of the preceding sentence, to the extent (i) such pre-existing condition was covered under the corresponding group health plan maintained by Licensee and (ii) the individual affected by the pre-existing condition was covered by Licensee's corresponding group health plan on the date which immediately precedes the Closing, provided further, however, that any portion of a pre-existing condition exclusion period imposed by a Programmer group health plan shall not be enforced to the extent it exceeds in duration any corresponding provision in effect under a Licensee group health plan immediately prior to the Commencement Date. In addition, Programmer shall credit the Transferred Employees for amounts paid under a Seller group health plan for the applicable plan year that contains the Commencement Date for purposes of applying deductibles, co-payments and out-of-pocket limitations under a Programmer group health plan for which they are eligible. For purposes of participation and vesting (but not benefit accrual) under any Programmer's Employee Benefit Plans in which they are eligible to participate, the service of the Transferred Employees prior to the Commencement Date shall be treated as service with Programmer.

(d)   The parties hereto acknowledge that the Licensee will continue to maintain a group health plan following the Commencement Date and will provide COBRA continuation coverage to any of those persons who are "M&A qualified beneficiaries" (as described in Internal Revenue Service Regulation 54.4980B-9, Question and Answer 4) (collectively, *"COBRA Beneficiaries"*). The parties hereto agree that all obligations to provide COBRA continuation coverage to COBRA Beneficiaries are being allocated to the Licensee, consistent with the provision of Internal Revenue Service Regulation Section 54.4980B-9, Question and Answer 7, and the Licensee shall be solely responsible for providing such coverage to such COBRA Beneficiaries.

(e)   **No Third Party Beneficiary Rights.** Nothing herein express or implied or intended shall create any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Licensee in respect of continued employment (or resumed employment) with Licensee or with Programmer or in respect of any other matter.

5.   ASSIGNMENT AND ASSUMPTION OF CERTAIN AGREEMENTS, RIGHTS AND OBLIGATIONS

5.1   Assignment and Assumption. Licensee and/or Parent shall assign to Programmer, and Programmer shall assume and undertake to pay, discharge, perform or satisfy (a) the liabilities, obligations and commitments of Licensee arising or accruing at or after the LMA Effective Time under the Station Contracts (as defined in the Purchase Agreement) listed on Schedule 5.1 hereto, the Time Sales Agreements and the Trade Agreements (the "*Assumed Contracts*"), and (b) the liabilities and obligations relating to Transferred Employees as specified in **Section 4.3** (collectively the "*Assumed LMA Obligations*").

5.2   Limitation. Except as set forth in this **Section 5**, Programmer does not assume or agree to discharge or perform and will not be deemed by reason of the execution and delivery of this Agreement to have assumed or to have agreed to discharge or perform, any liabilities, obligations or commitments of Licensee of any nature whatsoever whether accrued, absolute, contingent or otherwise and whether or not disclosed to Programmer.

5.3   Third-Party Consents. Licensee and Programmer shall use their commercially reasonable efforts to obtain third-party consents necessary for the assignment of any Assumed Contract, if any are required. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Assumed Contract or in any way adversely affect the rights of Licensee, Parent or Programmer thereunder. If such consent is not obtained prior to the Commencement Date, Licensee and Parent shall use their commercially reasonable efforts to obtain such consent as soon as possible after the Commencement Date and Programmer will cooperate in a mutually agreeable arrangement under which Programmer would obtain the benefits and assume the obligations thereunder. Notwithstanding the foregoing, neither Licensee, Parent nor any of their Affiliates shall be required to pay consideration to any third party to obtain any consent.

6.   PRORATIONS; ACCOUNTS RECEIVABLE

6.1   Proration of Income and Expenses. All Assumed LMA Obligations shall be prorated between Programmer and Licensee as of the LMA Effective Time (the "*Prorated LMA Assumed Obligations*") in accordance with the procedures and using the time frames set forth in Article 5 of the Purchase Agreement; provided, however, references in such section to Seller, Buyer, Effective Time and Closing Date shall mean Licensee, Programmer, LMA Effective Time and Commencement Date respectively.

(a)　　On the Commencement Date, Licensee shall designate Programmer as its agent solely for the purpose of collecting the accounts receivable for the Station existing at the LMA Effective Time with respect to services provided prior to the LMA Effective Time (the "*Pre-LMA Accounts Receivable*"). Licensee shall deliver to Programmer, on or immediately after the Commencement Date, a complete and detailed statement of the Pre-LMA Accounts Receivable. Programmer shall use commercially reasonable efforts to collect the Pre-LMA Accounts Receivable during the period (the "*Collection Period*") beginning at the LMA Effective Time and ending on the one hundred twentieth (120th) day following the Commencement Date consistent with Programmer's practices for collection of its accounts receivables (but without obligation to institute proceedings or use any other extraordinary means of collection). Any payment received by Programmer (i) at any time following the LMA Effective Time but during the Collection Period, (ii) from a customer of the Station after the LMA Effective Time that was also a customer of the Station prior to the LMA Effective Time and that is obligated with respect to any Pre-LMA Accounts Receivable and (iii) that is not designated as a payment of a particular invoice or invoices or as a security deposit or other prepayment, shall be presumptively applied to the accounts receivable for such customer outstanding for the longest amount of time and, if such accounts receivable shall be a Pre-LMA Accounts Receivable, remitted to Licensee in accordance with Section 6.2(b); provided further, however, that if, prior to the LMA Effective Time, Licensee or, after the LMA Effective Time, Licensee or Programmer, received or receives a written notice of dispute from a customer with respect to a Pre-LMA Accounts Receivable that has not been resolved, then Programmer shall apply any payments from such customer to such customer's oldest, non-disputed accounts receivable, whether or not a Pre-LMA Accounts Receivable. Programmer shall obtain the prior written approval of Licensee before referring any of the Pre-LMA Accounts Receivable to a collection agency or to an attorney for collection. If Licensee hereafter receives a payment from an account debtor of the Station, Licensee shall promptly notify Programmer thereof. Unless the payment is designated as the payment of a particular invoice for Pre-LMA Accounts Receivables, Licensee shall forward the same to Programmer to be handled and applied in accordance with this Section 6.1.

(b)　　On or before the fifth (5th) day following the end of each calendar month in the Collection Period, Programmer shall deposit in immediately available funds by wire transfer into an account identified by Licensee the amounts collected during the preceding month of the Collection Period with respect to the Pre-LMA Accounts Receivable less any deductions set forth in Schedule 1.5. Programmer shall furnish Licensee with a list of the amounts collected during such calendar month and in any prior calendar months with respect to the Pre-LMA Accounts Receivable and a schedule of the amount remaining outstanding under each particular account. Licensee shall be entitled during the sixty-day period following the Collection Period to inspect and/or audit the records maintained by Programmer pursuant to this Section 6.2, upon reasonable advance notice and during normal business hours.

(c)　　Following the expiration of the Collection Period, Programmer shall have no further obligations under this Section 6.2, except that for ninety (90) days after the termination of the Collection Period, Programmer shall immediately pay over to Licensee any amounts subsequently paid to it that are designated as payments for Pre-LMA Accounts Receivables. Following the Collection Period, Licensee may pursue collections of all the Accounts Receivable, and Programmer shall deliver to Licensee all files, records, notes and any other materials relating to the Accounts

Receivable and shall otherwise cooperate at no cost to the Programmer with Licensee for the purpose of collecting any outstanding Accounts Receivable.

(d)   If Programmer fails to remit any amounts collected pursuant to this Section 6.2, such amount shall bear interest at the prime rate (as reported by The Wall Street Journal or, if not reported thereby, by another authoritative source) as in effect from time to time from the date such amount was due until the date of actual payment.

7.   INDEMNIFICATION

7.1   Indemnification. From and after the Commencement Date, each of Programmer, on the one hand, Licensee and Parent, on the other, shall indemnify, defend, protect and hold harmless the other, its Affiliates, and their respective employees, members, officers, directors, shareholders and agents, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from (a) any programming provided by such party for broadcast on the Station; (b) any claim for libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right, as a result of the broadcast on the Station of the programming provided by such party; (c) such party's use of the Station, the Studios or the Studio Equipment; (d) any breach by such party of any representation, warranty, covenant or other agreement hereunder; (e) any action taken by such party or its employees or agents with respect to the Station, or any failure by such party or its employees or agents to take any action with respect to the Station, including but not limited to such party's payment and performance of obligations and liabilities, unless resulting from a failure by the other party to perform hereunder; or (f) any other claims of any nature, including any investigation initiated or fines or forfeitures imposed by the FCC, as a result of the broadcast on the Station of the programming provided by such party.

7.2   Procedure for Indemnification. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "*Claim*"), but a failure to give or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a)   The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b)   In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other

representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c)   Anything herein to the contrary notwithstanding (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim, (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim, and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

8.   TERMINATION

8.1   Termination.

(a)   Termination by Licensee or Programmer. This Agreement may be terminated by Licensee or Programmer, by written notice to the other, upon the occurrence of any of the following events: (i) this Agreement has been declared invalid or illegal in whole or substantial part by an order or decree or an administrative agency or court of competent jurisdiction which is not subject to appeal or further administrative or judicial review; (ii) there has been a change in the Communications Act that causes this Agreement to be in violation thereof and the applicability of such change is not subject to appeal or further administrative review; (iii) the Purchase Agreement is terminated because of a default by one party and the other party is not in material breach; (iv) if the other party defaults in any material respect in the observance or in the due and timely performance of any of its material covenants or agreements contained herein and such default has not been cured within ten (10) days from receipt of written notice of default from the non-defaulting party; or (v) if the Purchase Agreement is terminated and neither party is in material breach.

(b)   Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of the parties.

(c)   Sale of Station. Notwithstanding anything herein to the contrary, this Agreement shall be automatically terminated on the date of the sale, transfer or conveyance by Licensee of the Station's FCC license(s), permit(s) and authorization(s) as contemplated in the Purchase Agreement.

8.2   Certain Matters Upon Termination. If this Agreement expires or is terminated for any reason other than the occurrence of the Closing under the Purchase Agreement, the parties shall cooperate in good faith to restore the status quo ante, including but not limited to the following:

(a)   Programmer shall assign, transfer and convey to Licensee and/or Parent all of Programmer's rights in, to and under the Assumed Contracts that remain in effect on the date of such termination and any Time Sales Agreements or Barter Agreements entered into in the ordinary course of business by Programmer after the LMA Effective Time (collectively the "*Reassumed Contracts*"). Programmer shall use commercially reasonable efforts to promptly obtain and deliver to Licensee and/or Parent, at Programmer's expense, any necessary consents to the assignment of the Reassumed Contracts to Licensee.

(b)   Licensee and/or Parent shall assume from Programmer all liabilities, obligations and commitments of Programmer arising or accruing on or after the date of termination pursuant to the Reassumed Contracts, subject to mutually agreeable prorations and Programmer shall be responsible only for those obligations under the Reassumed Contracts arising at or after the LMA Effective Time and prior to the termination of this Agreement.

(c)   Licensee shall offer employment to the Transferred Employees on the date of termination on the same terms as provided in **Section 4.3**.

(d)   Programmer shall return to Licensee any equipment or property of the Station used by Programmer, its employees or agents, in the same condition as such equipment existed on the date hereof, reasonable and ordinary wear and tear expected.

8.3   Effect of Termination. No expiration or termination of this Agreement shall terminate the payment and indemnification obligations of Programmer or Licensee hereunder.

9.   REPRESENTATIONS AND WARRANTIES

9.1   Representations and Warranties of Licensee and Parent. Licensee and Parent hereby represent and warrant that:

(a)   **Organization and Standing.** Licensee is a duly formed limited liability company and is existing in good standing under the laws of the State of Delaware, and has the necessary power and authority, as a limited liability company, to own, lease and operate the Station and to carry on the business of the Station as now being conducted and as proposed to be conducted by it.

(b)   Parent has been duly incorporated and organized and is validly existing in good standing under the laws of the State of Delaware. Parent has the necessary corporate power and corporate authority to own its properties and carry on its business as now being conducted.

(c)   **Authorization and Binding Obligation.** Licensee and Parent have all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and their respective execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on each of their parts. This Agreement has been duly executed and delivered by Licensee and Parent and constitutes their valid and binding obligation, enforceable in accordance with its terms, except as limited by laws affecting the enforcement of creditors' rights or equitable principles generally.

(d)   **Absence of Conflicting Agreements or Required Consents.** Except as set forth in the Purchase Agreement, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Licensee and Parent (a) do not and will not require the consent of any third party; (b) do not and will not violate any provisions of Licensee's organizational documents; (c) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which either Licensee or Parent is a party or by which either is bound; and (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any lease, contract, agreement, instrument, license or permit to which Licensee or Parent is a party or by which any of Licensee's or Parent's assets is or may be bound.

(e)   **Authorizations.** Licensee holds all licenses, permits and other authorizations required by the FCC or any other governmental agency for the lawful operation of the Station and the conduct of the business of the Station in the manner and to the full extent the Station is currently conducted, and all of those licenses, permits and other authorizations are valid and are in full force and effect, and none of the licenses, permits and other authorizations are subject to any restriction or condition that would limit the operations of the Station as currently conducted except for restrictions or conditions stated on the licenses or generally applicable to the broadcast industry. There is not now pending, or to the best of Licensee's knowledge, threatened, any action by the FCC or any other governmental agency to revoke, cancel, suspend, refuse to renew or modify adversely any of those licenses, permits and other authorizations. Licensee is in compliance in all material respects with the Communications Laws.

9.2   Representations and Warranties of Programmer. Programmer hereby represents and warrants that:

(a)   **Organization and Standing.** Programmer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Programmer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Programmer pursuant hereto and to consummate the transactions contemplated hereby.

(b)   **Authorization and Binding Obligation.** Programmer has all necessary power and authority to enter into and perform under this Agreement and the transactions contemplated hereby, and Programmer's execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Programmer and constitutes its valid and binding obligation, enforceable in accordance with its terms, except as limited by laws affecting creditors' rights or equitable principles generally.

(c)   **Absence of Conflicting Agreements or Required Consents.** Except as set forth in the Purchase Agreement, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Programmer: (a) do not and will not require the consent of any third party; (b) do not and will not violate any provisions of Programmer's

organizational documents; (c) do and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which Programmer is a party; and (d) do and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, instrument, license or permit to which Programmer is a party or by which any of Programmer's assets is or may be bound.

        (d)   **Qualification.** Programmer is legally, financially and otherwise qualified to program the Station under the Communications Act of 1934, as amended (the "Communications Act") and the rules, regulations and policies of the FCC. There is no action, suit or proceeding pending or threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

10.   REQUIRED FCC CERTIFICATIONS

    10.1   **Licensee's Certification.** Licensee hereby certifies that it shall maintain ultimate control over the Station' facilities, including specifically control over the Station' finances, personnel, and programming.

    10.2   **Programmer's Certification.** Programmer hereby certifies that this Agreement complies with the provisions of Section 73.3555(a) of the FCC's rules and regulations.

11.   MISCELLANEOUS

    11.1   **Amendment, Modification or Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

    11.2   **No Waiver; Remedies Cumulative.** No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

    11.3   **Governing Law; Waiver of Jury Trial.** The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without regard to its principles of conflict of law. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a Delaware state or federal court located in New Castle County, Delaware, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. THE PARTIES HERETO HEREBY

IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. The parties hereto hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

11.4   Change in FCC Rules or Policies; Severability. In the event that the FCC determines that this Agreement does not comply with the Communications Laws, the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws. In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect.

11.5   No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

11.6   Entire Agreement. This Agreement and the Purchase Agreement, and the exhibits and schedules hereto and thereto, embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

11.7   Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights under this Agreement without the other party's prior written consent, which consent may not be unreasonably withheld or delayed; provided that Licensee may at its option assign this Agreement (in whole or part) to an Affiliate.

11.8   Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

11.9   Notices. Any notice, demand 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 Licensee:

    RadioVisa Los Angeles, LLC
    15301 Ventura Blvd.
    Building D
    Suite 200
    Sherman Oaks, CA 91403
    Attn: Jeanette Tully
    Telephone: (818) 528-2050
    Facsimile: (818) 783-1720

With a copy, which shall not constitute notice, to:

    Leventhal Senter & Lerman PLLC
    2000 K Street, N.W.
    Suite 600
    Washington, DC 20006-1809
    Attention: Sally A. Buckman, Esq.
    Telephone: (202) 429-8970
    Facsimile: (202) 293-7783

If to Programmer:

    LAA 1, LLC
    2555 E. Camelback Road
    Suite 780
    Phoenix, AZ 85016
    Attention: Bill Beverage
    Telephone: 602-667-9500
    Facsimile: 602-667-9501

With a copy, which shall not constitute notice, to:

    Powell Goldstein LLP
    One Atlantic Center, 14th Floor
    1201 W. Peachtree Street, NW
    Atlanta, GA 30309-3488
    Attention: William B. Shearer, Esq.
    Telephone: (404) 572-6600
    Facsimile: (404) 572-6999

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 and received prior to 5:00 p.m. in the place of receipt (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, but only if sent in the same manner to all persons entitled to receive notice or a copy.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Faxed copies of this Agreement and faxed signature pages shall be binding and effective as to all parties and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever.

11.11 Fees and Expenses. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution and performance of this Agreement, including all fees and expenses of counsel, accountants, agents and representatives and including any ad valorem taxes, if any, that may be assessed on such party's property. The foregoing notwithstanding, if either party must enforce its rights under this Agreement or the Related Agreements through legal action or other proceeding in the event of a dispute, breach, default or misrepresentation, the prevailing or successful party shall be entitled to recover costs and reasonable attorneys' fees incurred by it in enforcing its rights hereunder, in addition to any other relief to which it may be entitled.

11.12 Remedies upon Default. If Licensee or Programmer breaches or defaults in its obligations under this Agreement, the non-defaulting party may pursue any legal or equitable remedies available to it, excluding remedies for incidental, consequential or similar damages.

11.13 Condition Precedent. The obligations of the parties pursuant to this Agreement are conditioned upon the parties concurrent execution and delivery of the Purchase Agreement.

11.14 Joint and Several. The obligations and liabilities of Licensee and Parent under this Agreement are joint and several.

[Signature page follows]

SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT

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

LICENSEE:

RADIOVISA LOS ANGELES, LLC

By: _Jeanette Tully_
Name: _Jeanette Tully_
Title: CEO, Sole Managing Member

PARENT:

RADIOVISA CORPORATION

By:

Jeanette Tully
Name: _Jeanette Tully_
Title: CEO

PROGRAMMER:

LAA 1, LLC

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT

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

LICENSEE: RADIOVISA LOS ANGELES, LLC

By: _____

Name: _____

Title: CEO, Sole Managing Member

PARENT: RADIOVISA CORPORATION

                                                                      By:

_____

Name: _____

Title: CEO

PROGRAMMER: LAA 1, LLC

By: _____

Name: _____

Title: _____

SCHEDULE 3.1

PROGRAM STANDARDS

Programmer agrees to cooperate with Licensee in the broadcasting of programs in a manner consistent with the standards of Licensee, as set forth below:

1.   <u>Political Programming and Procedures</u>.   At least 90 days before the start of any primary or general election campaign, Programmer will clear with Licensee's General Manager the rate that Programmer will charge for time to be sold to candidates for public office and/or their supporters to make certain that the rate charged conforms to all applicable laws and the Station' policies.   Throughout a campaign, Programmer will comply with all applicable laws and rules concerning political candidacy broadcasts and will promptly notify Licensee's General Manager of any disputes concerning either the treatment of or rate charged a candidate or supporter.

2.   <u>Required Announcements</u>.   Programmer shall broadcast, on the Station, an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station, and any other announcement that may be required by the Rules or the Station' policy.

3.   <u>Commercial Recordkeeping</u>.   Programmer shall maintain such records of the receipt of, and provide such disclosure to Licensee of any consideration, whether in money, goods, services, or otherwise, which is paid or promised to be paid, either directly or indirectly, by any person or company for the presentation of any programming over the Station as are required by Sections 317 and 507 of the Communications Act and by the Rules.

4.   <u>No Illegal Announcements</u>.   No announcements or promotion prohibited by federal or state law or regulation of any lottery, game or contest shall be made over the Station.   Any game, contest or promotion relating to or to be presented over the Station must be fully stated and explained in advance, and such explanation be presented to Licensee, which reserves the right, in its reasonable discretion to reject any game, contest or promotion.

5.   <u>Indecency, Hoaxes</u>.   No programming violative of applicable laws and rules concerning indecency or hoaxes will be broadcast over the Station.

6.   <u>Controversial Issues</u>.   Any broadcast over the Station concerning controversial issues of public importance shall comply with the Rules.

7.   <u>Credit Terms Advertising</u>.   Pursuant to the rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws.

SCHEDULE 4.3

STATION EMPLOYEES

Jeanette Tully and Sasha Schleumer, who Licensee intends to retain during the Term for the purposes of providing the services required by Section 4.1.

SCHEDULE 5.1

ASSUMED CONTRACTS

Home Depot Center Soccer Stadium Suite License Agreement, dated March 12, 2004 between Anschutz Southern California Sports Complex, LLC ("Licensor") and Radiovisa Corporation ("Licensee") for private suite MC-15, for term beginning March 1, 2004, and ending on February 28, 2007.

Home Depot Center Soccer Stadium Suite License Agreement, dated March 28, 2005 between Anschutz Southern California Sports Complex, LLC ("Licensor") and Radiovisa Corporation ("Licensee") for private suite UC-28 for term beginning March 1, 2005, and ending on February 28, 2010.

Marketron ASP System Software License Agreement dated September 15, 2003, between Marketron International, Inc. ("Marketron") and KPLS-AM, Radiovisa ("Licensee"), beginning October 1, 2003, for a term of thirty-six months, until September 30, 2006.

Call Sign Agreement dated November 20, 2003, between RadioVisa Corporation ("RadioVisa") and Silver Rock Communications, Inc. ("Silver Rock") for assignment of rights to Call Sign KMXE.

Arbitron Radio Listening Estimates License Agreement dated September 12, 2003, between Radiovisa Corporation and Arbitron, Inc. for a term beginning January 1, 2004, and ending on December 31, 2008.

Arbitron Radio Listening Supplementary Services License (for PD Advantage service) dated September 12, 2003, between Radiovisa Corporation and Arbitron, Inc. for a term beginning January 1, 2004, and ending on December 31, 2008.

Scarborough Reports License dated October 10, 2003 between Radiovisa Corporation and Arbitron, Inc., for a term beginning October 1, 2003, and ending on September 30, 2008.

CNN Newssource Sales Radio Distribution Agreement dated February 2004, between Radiovisa Corporation and CNN Newssource Sales, Inc. for a term ending on March 31, 2007.

Software License Agreement dated October 6, 2003, between Radiovisa Corporation and Counterpoint Software, Inc. for a term beginning November 1, 2003, and ending on October 31, 2006.

Employment Agreements (but only if employee accepts employment with Programmer):

Employment Agreement with Victor Camacho beginning September 29, 2003, subject to annual renewal at RadioVisa's option, and not renewed in September 2005, but rather continued on a month-to-month basis on the terms of the September 2003 contract.

Employment Agreement with Ray De La Garza beginning December 22, 2003, as an employee at will.

Employment Agreement with Antonio Gonzalez beginning October 6, 2003 through October 5, 2006 with two successive options to extend for one year terms each.

Employment Agreement with Juan Carlos Ortiz ("Artist") beginning April 12, 2003 through April 11, 2006 with two successive options to extend for one year terms each.

Employment Agreement with Andrew Palosi beginning August 1, 2005 through July 31, 2006.

Employment Agreement with Christine Penning beginning January 12, 2004 through January 11, 2006 now employed on a month to month basis on the same terms and conditions as expired agreement.

Employment Agreement with Naibe Reynoso beginning March 1, 2004 through February 28, 2006 with two successive options to extend for one year terms each.

Employment Agreement with Jose Luis Ramirez on a month-to-month basis on the same terms and conditions as the expired agreement that began October 13, 2003 and ended October 12, 2005.