

## LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (this "Agreement") is made and entered into as of February 16, 2006, by and between Results Radio of Sonoma Licensee, LLC, a Delaware limited liability company ("Licensee"), and Lazer Broadcasting Corporation, a California corporation ("Programmer").

### RECITALS

A. Licensee owns and operates radio broadcast stations KMHX(FM), Windsor, California, and KSRT(FM), Cloverdale, California (the "Stations") pursuant to licenses, authorizations and approvals issued by the Federal Communications Commission ("FCC").

B. Licensee desires to obtain programming for the Stations, and Programmer desires to provide programming for broadcast on the Stations on the terms set forth in this Agreement.

C. Licensee and its affiliate Results Radio of Sonoma, L.P., as Sellers, and Programmer as Buyer are parties to an Asset Purchase Agreement (the "Purchase Agreement") with respect to the Stations.

### AGREEMENT

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

1. Term. The term of this Agreement (the "Term") shall begin on March 6, 2006 (the "Commencement Date") and continue until the date that is eighteen (18) months after the Commencement Date, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement); provided, however, that in the event of staged closings as provided in Section 1.11(b) of the Purchase Agreement, the Term may be extended for station KSRT(FM) for a period not to exceed thirty-six (36) months from the date of the KMHX Closing (as defined therein).

2. Programming. During the Term, Programmer shall purchase from Licensee airtime on the Stations for the price and on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the "Program" or "Programs") for broadcast for substantially all the Stations' air time, seven (7) days per week (the "Broadcasting Period), except that Licensee may set aside the period from 7:00 a.m. to 9:00 a.m. each Sunday morning for the broadcast of programming produced or selected by Licensee. Programmer shall produce its Programs at the Stations' transmitting facilities or transmit, at its own cost, its Programs to Stations' transmitting facilities via a mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) that shall ensure that the Programs meet technical and quality standards at least equal to those of the Stations' broadcasts prior to commencement of the Term.

3. Broadcasting. In return for the payments to be made by Programmer hereunder during the Term, Licensee shall broadcast the Programs delivered by Programmer during the Broadcasting Period specified in Section 2 above, subject to the provisions of Section 6 below..

4. Advertising. During the Term, Programmer shall be exclusively responsible for the sale of advertising on the Stations arising therefrom, and Programmer shall be entitled to all such collections. All contracts for advertising on the Stations which may be entered into by Programmer shall terminate upon the termination of this Agreement (other than a termination by closing under the Purchase Agreement), provided that Licensee shall have the option, in its sole discretion, to assume any or all of such contracts.

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

6. Control. Notwithstanding anything to the contrary in this Agreement, Licensee has full authority, power and control over the operation of the Stations, including, specifically, control over the Stations' finances, personnel and programming, during the Term. Without limiting the generality of the foregoing, Licensee shall: (1) employ a manager for the Stations, who shall report to Licensee and direct the day-to-day operations of the Stations, and who shall have no employment, consulting, or other relationship with Programmer, and (2) employ an engineer (or other employee) for the Stations, who shall report and be solely accountable to the manager, and who shall have no employment, consulting, or other relationship with Programmer. Licensee certifies that it shall at all times during the Term maintain ultimate control over all aspects of the Stations' facilities and operations to the extent required by the rules, regulations and policies of the FCC. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities served by the Stations. Licensee reserves the right to refuse to broadcast any Program containing matter which violates any right of any third party or which constitutes a "personal attack" as that term has been defined by the FCC. Licensee also reserves the right to refuse to broadcast any Program which does not meet the requirements of the rules, regulations, and policies of the FCC. Licensee further reserves the right to preempt any Program in the event of a local, state, or national emergency. Notwithstanding any of the foregoing, however, in no event shall any rejection, refusal, substitution or pre-emption of Programmer's programming take place for the commercial or economic advantage of the Licensee, and in no event shall any of Licensee's substituted programming be broadcast in exchange for compensation or contain commercial spot announcements for which compensation is received by Licensee, unless such compensation is immediately paid over to Programmer. Programmer agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Licensee reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer shall immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file.

7. Music Licenses. During the Term, but only to the extent necessary, Licensee shall maintain its current music licenses ("Music Licenses") with respect to the Stations. Programmer may contract for Music Licenses for the Programs in its own name and indemnifies and holds Licensee harmless with respect to liability for any and all payments due thereunder. All current and, if any, retroactively imposed increased fees for Music Licenses during the Term shall be reimbursed at Licensee's actual cost by Programmer.

8. Programs.

(a) Programmer shall ensure that the contents of the Programs it transmits or provides to Licensee shall conform to all FCC rules, regulations and policies. Programmer shall consult Licensee in the selection of the Programs it transmits or provides to Licensee to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as such issues are made known to Programmer by Licensee. Programmer shall provide Licensee, on a timely basis, with pertinent information regarding the Programming for inclusion in quarterly issues-programs reports.

(b) Licensee shall oversee and have ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with political time record keeping and lowest unit charge requirements. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

9. Expenses. During the Term, Programmer shall be responsible for (i) the salaries taxes, insurance and related costs for all personnel used in the production of the Programs supplied to Licensee, and (ii) the costs of delivering the Programs to Licensee. Except as otherwise provided in Schedule A hereto, Licensee shall be responsible for the maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Stations' broadcast operations in accordance with FCC rules and policies and applicable law. Licensee shall also pay for all utilities supplied to its main studio transmitter sites. Licensee shall provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and shall be responsible for the salaries, taxes, insurance and related costs for all such personnel, subject to the provisions of Schedule A hereto.

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

11. Maintenance. During the Term, Licensee shall maintain the operating power of the Stations and shall repair and maintain, or ensure the repair and maintenance of, the Stations' towers and transmitter sites and equipment consistent with its past practice. Programmer shall be entitled to reductions in the amounts otherwise due under Schedule A hereto (including LMA fees and reimbursable expenses) in the event of interruptions in broadcast operations due to equipment failures. Such reductions shall be calculated on a pro rata basis for each calendar month, including partial day's credits determined on a pro rata basis for temporary interruptions over an hour.

12. Facilities.

(a) During the Term, Licensee shall provide Programmer access to space at Licensee's studio and offices for the Stations (for purposes of providing the Programs) as is reasonably necessary for Programmer to perform its obligations under this Agreement. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's management personnel and shall not act contrary to the terms of any lease for the premises.

(b) If requested by Licensee, during the Term, Programmer shall provide Licensee access to and the use of Programmer's studio and transmission facilities located in Stations' markets as are reasonably necessary for Licensee to comply with its obligations under applicable FCC rules and this Agreement. When on Programmer's premises, Licensee shall not act contrary to the terms of any lease for such premises.

13. Multiple Ownership Certification. Programmer certifies that the brokerage of time on the Stations in the manner contemplated by this Agreement shall not cause Programmer to be in violation of Section 73.3555 of the FCC's multiple ownership rules in effect as of the date of this Agreement.

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

15. Purchase Agreement. This Agreement shall terminate automatically upon the closing of the transactions contemplated under the Purchase Agreement. In the event of any expiration or termination of the Purchase Agreement, Licensee and Programmer each shall have the right to terminate this Agreement by thirty (30) days' written notice thereof to the other.

16. Events of Default.

(a) The occurrence of any of the following shall be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to make timely payment provided for in Section 5 of this Agreement; (ii) Programmer fails to observe or perform its obligations contained in this Agreement in any material respect; or (iii) Programmer breaches any representation and warranty made by it under this Agreement in any material respect.

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

(c) Notwithstanding the foregoing, any non-monetary Event of Default shall not be deemed to have occurred until thirty (30) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, if applicable, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. If this Agreement is terminated for any reason other than at closing under the Purchase Agreement, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status quo ante, with accounts receivable for periods prior to and subsequent to termination allocated to Programmer and Licensee, respectively, and collected in a manner equivalent to that set forth in Section 10.6 of the Purchase Agreement. Failure of Licensee to broadcast the Programs due to facility maintenance, repair or modification or any reason out of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder.

17. Indemnification. Programmer shall indemnify and hold Licensee harmless from and against any and all liability (a) for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy, infringement of copyrights or proprietary rights, or failure to comply with applicable law, arising from or relating to the broadcast of any material furnished by Programmer for broadcast on the Stations or (b) arising from or relating to any Event of Default by Programmer under this Agreement. Licensee shall indemnify and hold Programmer harmless against any and all liability (i) for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy, infringement of copyrights and proprietary rights, or failure to comply with applicable law, arising from or relating to the broadcast of Licensee's programming on the Stations or (ii) arising from or relating to any Event of Default by Licensee under this Agreement. The obligations under this Section 17 shall survive any termination of this Agreement.

18. Successors and Assigns. Neither party may assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. Licensee shall not unreasonably withhold consent to an assignment by Programmer to a permitted assignee of the Purchase Agreement, but no assignment shall relieve Programmer of

any obligation or liability under this Agreement. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their successors and permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

19. Modification and Waiver. No modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such modification or waiver is asserted, and no failure to exercise any right, power, or privilege hereunder shall operate to restrict the exercise of the same right, power, or privilege upon any other occasion or to restrict the exercise of any other right, power, or privilege upon the same any other occasion. The rights, powers, privileges, and remedies of the parties hereto are cumulative and are not exclusive of any rights, powers, privileges, or remedies which they may have at law, in equity, by statute, under this Agreement, or otherwise.

20. Severability. If any provision in this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision, unless a party is deprived of a benefit of this Agreement in any material respect. If necessary to comply with applicable law (including compliance with changes in the FCC's ownership rules), the parties shall modify this Agreement to effect compliance without depriving either party of the benefits of this Agreement in any material respect, unless such a modification is not possible, in which event this Agreement may be terminated by either party by written notice to the other, effective when compliance is required (after taking into account any grandfathering or grace period). In the event that this Agreement is terminated pursuant to the preceding sentence, then Licensee and Programmer shall work together, in a manner consistent with all applicable laws and regulations, to take all commercially reasonable steps to assure that programming and operating activities are transferred to and assumed by Licensee in an orderly manner and that the business and operations of the Stations are maintained and continued and the value of the Stations is preserved. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC.

21. Notices. All notices, demands, requests, or other communications which may or are required to be given or made by any party to any party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or delivered by overnight air courier, and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, and on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, addressed as follows:

If to Licensee: Results Radio of Sonoma Licensee, LLC  
1355 North Dutton Avenue, Suite 225  
Santa Rosa, California 95401  
Attention: Jack W. Fritz II, President

with a copy (which shall not constitute notice) to: Covington & Burling  
1201 Pennsylvania Avenue, NW  
Washington, D.C. 20004  
Attention: Michael E. Cutler

If to Programmer: Lazer Broadcasting Corporation  
200 S. A Street, Suite 400  
P.O. Box 6940  
Oxnard, California 93030-6940  
Attention: Alfredo Plascencia, President

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, Virginia 22209  
Attention: Harry C. Martin

22. Miscellaneous. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The headings are for convenience only and will control or affect the meaning or construction of the provisions of this Agreement. Any schedule attached hereto are an integral part of this Agreement with the same force and effect as if set forth in full in the text of the Agreement. This Agreement is not intended to be, and shall not construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party. This Agreement shall be construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof, and there are no other agreements, representations, or understanding, oral or written, between them with respect thereto.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT

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

LICENSEE:

RESULTS RADIO OF SONOMA LICENSEE, LLC

By:  \_\_\_\_\_  
Jack W. Fritz II, President

PROGRAMMER:

LAZER BROADCASTING CORPORATION

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

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LICENSEE:

RESULTS RADIO OF SONOMA LICENSEE, LLC

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

Jack W. Fritz II, President

PROGRAMMER:

LAZER BROADCASTING CORPORATION

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

Alfredo Plascencia, President