

Brian Costello
Michael K. Penney

EXHIBIT B TO THE OPTION AGREEMENT

Local Marketing Agreement

This Local Marketing Agreement ("Agreement"), made as of the __th day of December 2002, between Coast West Broadcasting Corp., a California corporation (collectively referred to as "Licensee"), and Mapleton Communications, LLC., a Delaware limited liability company ("Broker").

WITNESSETH

WHEREAS, Licensee holds a license issued by the Federal Communications Commission ("FCC") to operate FM Broadcast Station KWSZ, 105.1 MHz, Channel 286A, Lompoc, California, FCC Facility ID # 38306 (the "Station"), and Licensee owns, or is the lessee of, the assets which are used in the operation of the Station;

WHEREAS, the Licensee has agreed to sell the Station, and the Broker has agreed to purchase the Station subject to prior approval of the Federal Communications Commission ("FCC"), pursuant to that certain Asset Purchase Agreement dated December , 2002 (the "Purchase Agreement"), by and between the Licensee and the Broker;

WHEREAS, Licensee has broadcast time available for sale on the Station and desires that Broker provide radio programming responsive to the needs, interests, issues and desires of the Station's community of license and service area;

WHEREAS, Broker has experience in radio programming;

WHEREAS, Broker desires to purchase time on the Station to present its programming on the Station and to sell advertising time for inclusion in said programming, and is willing to purchase that broadcast time, subject to the limitations set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. **Term.** Commencing on January 1, 2003 (the "Commencement Date"), Licensee agrees to make its broadcasting transmission facilities available to Broker and to broadcast on the Station, or cause to be broadcast, Broker's radio programs. The term of this Agreement (the "Term") shall terminate upon the first to occur of (a) consummation of the sale of the Station pursuant to the Purchase Agreement or (b) thirty (30) days after termination of the Purchase Agreement if closing does not occur, or (c) upon the expiration of one (1) year from the Commencement Date, unless terminated earlier pursuant to the terms of this Agreement.

2. **Consideration.** As consideration for the air time made available hereunder, Broker shall make payment to the Licensee as set forth in Attachment I.

3. **Station Facilities.**

3.1. **Program Time.** Throughout the term of this Agreement, Licensee shall make available to Broker the facilities of the Station for one hundred sixty-five (165) hours per week, Sunday through Saturday, except for downtime occasioned by routine maintenance. Licensee expressly reserves three (3) hours per week on the Station, on each Sunday morning from 6:00 A.M. until 9:00 A.M., to broadcast public affairs programming produced or acquired by Licensee.

3.2. **Use of Station Facilities.** To facilitate delivery of programming by Broker to Licensee hereunder, Licensee hereby grants to Broker the non-exclusive right for the term of this Agreement to use the equipment located in the studios for the Station and currently used by Licensee for broadcasting programs on the Station pursuant to this Agreement (the "Broadcast Equipment"). In addition, Broker shall have, and Licensee hereby grants to Broker, a nonexclusive license to enter on the premises currently occupied by the Station for purposes of producing its programming hereunder. Such licenses shall apply only to the Station and may not be assigned by Broker to any other person or entity other than an entity under common control. Broker shall maintain the Broadcast Equipment free and clear of liens, claims or encumbrances of any third party claiming by, through or under Broker.

3.3. **Maintenance; Interruption of Normal Operations.** Licensee shall use its best efforts to provide at least forty-eight (48) hours prior notice to Broker in advance of any maintenance work affecting the operation of any Station, and to schedule any such maintenance work at hours other than 7:00 to 9:00 A.M. or 5:00 to 7:00 P.M. If the Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of that Station to operate with its maximum authorized facilities, Licensee shall immediately notify Broker and shall undertake such repairs as are necessary to restore full-time operation of the Station with its maximum authorized facilities within seven (7) days from the occurrence of any such loss or damage. If such repairs are not completed within the allotted period, Broker may undertake such repairs, subject to Licensee's supervision, and deduct their cost from the monthly LMA Fee (as that term is defined in Attachment I hereto).

3.4. **Force Majeure.** Any failure or impairment of facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to a cause beyond the control of Licensee, shall not constitute a breach of this Agreement but shall result in a proration of the monthly LMA Fee pursuant to Attachment I hereto.

4. Station Programming Policies.

4.1. Broadcast Station Programming Policy Statement. Licensee has adopted and will enforce a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Attachment II hereto. Broker agrees and covenants that all programming, advertising spots, promotional material and announcements that it provides for broadcast on the Station (the "Broker Programming") shall comply in all material respects with: (i) the Policy Statement; (ii) all applicable federal, state and local laws and regulations, including the rules and regulations of the Federal Communications Commission ("Commission" and/or "FCC") and the Federal Trade Commission ("FTC"), and the Communications Act of 1934, as amended ("Act"); and (iii) all subsequent changes to such rules and regulations and the Act. Broker acknowledges that Licensee has not urged, counseled or advised the use of any unfair business practice. If Licensee determines that a program supplied by Broker, within Licensee's sole reasonable discretion, does not comply with the Policy Statement or the law it may, upon prior written notice to Broker suspend or cancel such program without liability to Broker, subject to proration of the monthly LMA Fee pursuant to Attachment I. Licensee will use best efforts to provide such written notice to Broker prior to the suspension or cancellation of such program.

4.2. Broker Compliance with Copyright Act. Broker represents and warrants to Licensee that Broker has full authority to broadcast the Broker Programming on the Station, and that Broker shall not broadcast any material in violation of the Copyright Act. All music supplied by Broker shall be: (i) licensed by ASCAP, SESAC or BMI; (ii) in the public domain; or (iii) cleared at the source by Broker. The right to use the Broker Programming and to authorize its use in any manner shall be and remain vested in Broker. Licensee will maintain ASCAP, BMI and SESAC licenses for any programming that it produces for the Station pursuant to Section 3.1 above, as may be necessary, and the right to use such programming shall remain vested in Licensee.

4.3. Sales. Broker shall retain all revenues from the sale of advertising time within the Broker Programming. Broker shall be responsible for payment of the commissions due to any national sales representative engaged by it for the purpose of selling national advertising which is carried during the Broker Programming. Licensee shall retain all revenues from the sale of Station's advertising during the hours each week in which the Licensee airs its own public affairs programming pursuant to Section 3.1 hereof.

4.4. Payola. Broker agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a Commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Act and FCC requirements.

Broker agrees that every six (6) months, or more frequently at the request of the Licensee, it will execute and provide Licensee with a Payola Affidavit from each of its employees involved with the Station substantially in the form attached hereto as Attachment III.

4.5. Cooperation on Programming. Licensee shall regularly determine the needs and interests of its community of license and inform Broker of its conclusions. Broker shall provide information to Licensee concerning such of Broker's programs as are responsive to such community issues so as to assist Licensee in the satisfaction of its public service programming obligations. Broker shall provide Licensee upon request such other information necessary to enable Licensee to prepare records and reports required by the Commission or other local, state or federal government entities. Broker shall also promptly provide Licensee with any complaint or comment received regarding any programming broadcast on the Station.

4.6. Station Identification and EAS. Broker shall cooperate with Licensee to ensure compliance with Commission's Rules regarding the broadcast of hourly station identification announcements and Emergency Alert System ("EAS") tests.

4.7. Political Advertising. Broker shall cooperate with Licensee to assist Licensee in complying with all rules of the FCC regarding political broadcasting. Licensee shall promptly supply to Broker, and Broker shall promptly supply to Licensee, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with FCC rules and policies, including the lowest unit rate, equal opportunities, reasonable access, political file and related requirements of federal law. Licensee, in consultation with Broker, shall develop a statement which discloses its political broadcasting policies to political candidates, and Broker shall follow those policies and rates in the sale of political programming and advertising.

4.8. Licensee Control of Programming. Licensee shall maintain such rights to suspend or preempt programming as provided in Sections 4.1 and 6.1 herein.

4.9. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Broker shall include in the Broker Programming an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the Rules and Regulations of the FCC. Broker is specifically authorized to use such call letters in its Programs and in any promotional material in any media, used in connection with the Programs.

5. Responsibility for Employees and Expenses.

5.1. Employees.

(a) Brian Costello, President of Licensee, shall serve as the Station's full-time General Manager during the term of this Agreement. Licensee shall also provide and pay for the Station's engineer and such other personnel as shall be necessary to comply with FCC requirements and for the production and transmission of Licensee's own programs, and will be responsible for the salaries, taxes, benefits, insurance and related costs for all Licensee's employees. Licensee shall be solely responsible for the costs of terminating any of its existing employees in connection with the implementation of this Agreement, including any insurance or other benefits due or accrued vacation time.

(b) Broker shall employ and be responsible for the salaries, commissions, taxes, insurance and all other related costs of all personnel and property involved in the production and broadcast of the Broker Programming, including air personalities, salespersons, traffic personnel, board operators, technical staff and other programming staff members. Whenever on the Station's premises, Broker's personnel shall be subject to the supervision and the direction of the Licensee's General Manager.

5.2. Expenses and Liabilities.

(a) Licensee shall be directly responsible for payment of the costs associated with the day-to-day operation of the Station, including lease payments; insurance payments; electric and other utility payments; maintenance of and repairs to the Station in the ordinary course, any federal, state and local taxes levied upon the Station, its real estate and the Licensee's own payroll; the fees of its consulting engineer, and the salary and employment benefits paid to its General Manager. Licensee shall also be solely responsible for any costs or penalties associated with the termination of Licensee's existing programming pursuant to the implementation of this Agreement. Licensee shall maintain insurance coverage on its equipment and broadcast facilities during the Term in amounts not less than the maximum coverage that was maintained on the Station during the fiscal year, and shall name Broker as an additional insured on such policies. Upon request, Licensee shall provide Broker with a copy of all policies covering its equipment and broadcast facilities as well as a certificate of insurance naming Broker as an additional insured.

(b) Broker shall be responsible for all liabilities, debts and obligations of Broker based upon the purchase of air time and use of Licensee's transmission facilities including, without limitation, accounts payable, barter agreements and unaired advertisements. Broker shall pay for all telephone calls associated with program production and listener responses, for the fees to ASCAP, BMI and SESAC related to Broker's programming, for any other copyright fees attributable to the Broker Programming.

6. **Operation of the Station.** Notwithstanding any other provision of this Agreement, Licensee shall have full authority and power over the operation of the Station during the period of this Agreement.

6.1 **Licensee Control of Station Operations.** Licensee shall retain control (said control to be reasonably exercised) over the policies, programming and operations of the Station; including, without limitation: (i) the right to decide whether to accept or reject any programming or advertisements pursuant to Section 4.1 herein, (ii) the right to preempt any programs not in the public interest or in order to broadcast a program deemed by Licensee to be of greater national, regional or local interest, and (iii) the right to take any other actions necessary for compliance with federal, state and local laws, the Act and the rules, regulations and policies of other federal government entities, including the FTC and the Department of Justice. Licensee will use its best efforts to give Broker reasonable notice in writing of its intention to preempt the Broker Programming, and, in the event of such preemption, Broker shall receive payment credit for the programs preempted pursuant to Attachment I hereto. Licensee also shall retain the right to break into Broker Programming in case of an emergency. Licensee represents and covenants that any preemption or rejection of programming, or such other action taken, pursuant to this Section shall only occur to the extent Licensee deems necessary to carry out its obligations as an FCC licensee, and expressly agrees that its rights under this section shall not be exercised in an arbitrary manner or primarily for the commercial advantage of Licensee or others.

6.2. **Licensee Responsibility For FCC Compliance.** Licensee shall at all times be solely responsible for meeting all of the Commission's requirements with respect to public service programming, for maintaining the political and public inspection files and the Station' logs, for the preparation of issues/programs lists, and for retaining and supervising an engineer to ensure compliance with the Commission's rules and regulations governing the technical operation of the Station. Licensee shall continue to maintain and staff a main studio for the Station, as that term is defined by the FCC, in compliance with the Commission's main studio requirements. Except as required to comply with Commission rules and policies, including those regarding the maintenance of the public inspection file (which shall at all times remain the responsibility of the Licensee), Licensee shall not be required to receive or handle mail, cables, or telegraph messages in connection with the Broker Programming.

7. **Indemnification.**

7.1. **Broker Indemnification.** Broker shall indemnify and hold Licensee and its officers, directors, shareholders, members, partners, agents, and employees harmless against any and all claims, damages, liabilities, costs, and expenses (including by way of example and without limitation, reasonable attorneys' fees)

(individually or collectively "Damages") arising out of: (a) libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights or proprietary rights and any other violations of the rights of any third party, resulting from the broadcast of the Broker Programming; or (b) any action taken by Broker or its employees or agents with respect to the Station (but excluding liability of Broker for any claims arising from Licensee's breach of any representation or warranty hereunder), or any failure by Broker or its employees or agents to take any action with respect to the Station, including but not limited to Broker's payment and performance of obligations and liabilities, unless resulting from a failure by Licensee to perform hereunder; or (c) Broker's breach of any of its representations, warranties or covenants set forth in this Agreement. Broker's obligation to hold Licensee harmless under this Section shall survive a termination of this Agreement until the expiration of all applicable statutes of limitations.

7.2. Licensee Indemnification. Licensee shall indemnify and hold Broker and its officers, directors, shareholders, members, partners, agents and employees harmless against any and all Damages arising out of: (a) libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights or proprietary rights and any other violations of the rights of any third party, resulting from Licensee's broadcast of programs other than the Broker Programming; or (b) any activities of Licensee or its employees or agents with respect to the Station (but excluding liability of Licensee for any claims arising from Broker's breach of any representation or warranty hereunder), or any failure by Licensee or its employees or agents to take any action with respect to the Station, including but not limited to Licensee's payment and performance obligations and liabilities, unless resulting from a failure by Broker to perform hereunder; or (c) Licensee's breach of any of its representations, warranties or covenants set forth in this Agreement. Licensee's obligation to hold Broker harmless under this Agreement shall survive any termination of this Agreement until the expiration of all applicable statutes of limitations.

8. Default.

8.1. Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default:

- (a) Broker's failure to timely pay the LMA Fee and expenses as provided in herein;
- (b) a default by either party hereto in the material observance or performance of any material covenant, condition or agreement contained herein;
- (c) if either party (i) shall make general assignment for the benefit of creditors, or (ii) files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or

creditor representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within sixty (60) days; or

(d) if any material representation or warranty herein made by either party hereto, or in any certificate or document furnished by either party to the other pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished.

8.2. Cure Periods. An Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default and specifying the action necessary to cure the default within such period. This period may be extended for a reasonable period of time, if the defaulting party is acting in good faith to cure the default and such default is not materially adverse to the other party.

9. Termination

9.1. Date of Termination. This Agreement shall terminate twelve (12) months from the Commencement Date, unless terminated sooner pursuant to the consummation of the sale of the Station to Broker pursuant to the Purchase Agreement or otherwise pursuant to the terms of this Agreement.

9.2. Termination Upon Default. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement provided that it is not also in material default hereunder. Notwithstanding the foregoing, nor any provision of this Agreement, any termination of this Agreement: (a) shall not constitute an election of remedies with regard to such default or such termination; and (b) shall not affect, or limit, the ability of the non-defaulting party to avail itself of any and all remedies which otherwise would have been available to it, at law or in equity.

9.3. Termination Upon Certain Failures to Effect Closing Under the Purchase Agreement. This Agreement may be terminated thirty (30) days after termination of the Purchase Agreement and any time thereafter: (a) in either Licensee's or Broker's discretion, as provided in written notice to the other party, in the event that the application for assignment of licenses for the Station is denied by the Commission by a final order that is no longer subject to stay, reconsideration, review or appeal, including such actions by the Commission on its own motion; (b) in Licensee's discretion, as provided in written notice to Broker by Licensee, in the event that the Purchase Agreement shall have terminated by reason of the default by Broker (as Buyer thereunder) and Licensee shall not be in default (as the Seller thereunder); or (c) in Broker's discretion, as provided in written notice to Licensee by Broker, in the event that the Purchase Agreement shall have terminated by reason of the default by Licensee (as the Seller thereunder) and Broker shall not be in default (as Buyer thereunder).

Notwithstanding the foregoing, however, any exercise by Broker (as Buyer thereunder) of its right, if any, to seek specific performance to purchase the Station shall not constitute a termination of this Agreement.

9.4. Termination Upon Order of Governmental Authority. If this Agreement is challenged at the FCC, whether or not in connection with the Station's license renewal applications, counsel for the Licensee and counsel for the Broker shall jointly defend the Agreement and the parties' performance thereunder throughout all FCC proceedings. If portions of this Agreement do not receive the approval of the FCC Staff, then the parties shall reform the Agreement as necessary to satisfy the FCC Staff's concerns. If the parties are unable to reform the Agreement as necessary to satisfy such concerns, this Agreement shall terminate. In the event that the Commission or another government authority designates a hearing with respect to the continuation, renewal or revocation of any authorization held by Licensee for the operation of the Station or initiates any revocation or other proceeding with respect to the authorizations issued to the Licensee for the operation of the Station, and Licensee elects to contest the action, then Licensee shall be responsible for its expenses incurred as a consequence of the Commission proceeding; provided, however, that Broker shall at its own expense cooperate and comply with any reasonable request of Licensee to assemble and provide to the Commission information relating to Broker's performance under this Agreement.

9.5. Cooperation Upon Termination. If this Agreement is terminated, for whatever reason other than closing upon Broker's purchase of the Station under the Purchase Agreement, the parties agree to reasonably cooperate with one another. Without limiting the foregoing:

(a) Broker shall return to Licensee any equipment or property owned by Licensee and used by Broker, its employees or agents. Any equipment purchased by shall remain the property of Broker.

(b) Licensee shall cooperate reasonably with Broker to the extent permitting to enable Broker to fulfill advertising or other programming contracts then outstanding.

10. Mutual Representations, Warranties and Covenants. Both Licensee and Broker represent that they are legally qualified, empowered and able to enter into this Agreement, that no third party has any right or standing to object to the terms and conditions of this Agreement, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which either party is subject or by which it is bound. Without limiting the foregoing:

(a) Broker certifies that this Agreement complies with the Commission's multiple ownership rules, 47 CFR §73.3555; and

(b) Licensee certifies that it maintains ultimate control of the Station's facilities, including control over the Station's finances, personnel and programming.

11. Notices. Except as otherwise provided in this Loan Agreement, all notices and consents required or permitted under this Loan Agreement shall be in writing and may be telecopied, telexed, cabled, delivered by hand, delivered by overnight courier, such as Federal Express, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Broker:

Mr. Michael Menerey
President
Mapleton Communications, LLC
10900 Wilshire Boulevard
Suite 1500
Los Angeles, CA 90024
Phone: 310-209-7326
Fax: 310-208-3185
E-Mail: mmenerey@mapletoninvestments.com

With a copy to:

Mark Goldman, Esq.
10900 Wilshire Boulevard
Suite 1500
Los Angeles, CA 90024
Phone: 310-209-7210
Fax: 310-209-7309
E-Mail: markg90067@aol.com

and

Chris Wood, Esq.
Fleischman and Walsh, L.L.P.
1400 16th Street, N.W., Suite 600
Washington, D.C. 20036
Phone: 202-939-7903
Fax: 202-745-0916
E-Mail: cwood@fw-law.com

If to Licensee:

Brian Costello, President
COAST WEST BROADCASTING CORP.
c/o Radio Station KWSZ
205 North "H"
Lompoc, CA 93436
Telecopier: (805) 740-9991

With a copy to:

Dennis J. Kelly, Esquire
Law Office of Dennis J. Kelly
Post Office Box 41177
Washington, DC 20018
Telecopier: (410) 626-1794

or, as to each party, at such other address as shall be designated by such parties in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communication shall be deemed given upon the earliest to occur of (a) the third day following deposit thereof in the United States mail, (b) twelve noon local time on the first business day following timely deposit thereof with a nationally recognized overnight courier service with effective instructions to such courier to make delivery on the next business day, or (c) receipt by the party to whom such notice is directed.

12. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of Broker or Licensee in exercising any right or power under this Agreement will operate a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

13. Construction. This Agreement shall be construed in accordance with the Communications Act of 1934, as amended, the laws of the State of California, and the rules, regulations and policies of the Commission.

14. Assignment. This Agreement may not be assigned by Broker without the approval of Licensee, except to an entity under common control.

15. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties

hereto notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be effective as of the date first above written.

17. **Entire Agreement.** This Agreement, read together with the Purchase Agreement and the Mapleton Option Agreement and the Coast Option Agreement, constitutes the entire agreement between the parties relating to the ownership and operation of the Station and the sale of broadcast time on the Station's facilities, and there are no other agreements, representations, warranties or understanding, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like written instrument executed by an authorized principal.

18. **No Partnership or Joint Venture Created.** Nothing in this Agreement shall be construed to make Licensee and Broker partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.

19. **Severability.** Subject to the provisions hereof, in the event any provision contained in this Agreement is held to be invalid, illegal or unenforceable, such holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

20. **Authority.** Broker and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transaction 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 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, 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.

21. **Headings.** The headings of the various provisions of this Agreement are included for convenience only and no such heading shall in any way affect or alter the meaning of any provision.

22. **Attorneys' Fees.** In the event of any dispute between the parties to this Agreement, Broker or Licensee, as the case may be, shall reimburse the prevailing party for its reasonable attorneys' fees and other costs incurred in enforcing its rights or exercising its remedies under this Agreement. Such right of reimbursement shall be in addition to any other right or remedy that the prevailing party may have under this Agreement.

23. **Waiver of Jury Trial.** The parties hereby waive trial by jury in any action brought on or with respect to this Agreement.. Neither party hereto nor any assignees of or successors to the parties hereto shall seek a jury trial in any lawsuit,

proceeding, counterclaim, or any other litigation or procedure based upon, or arising out of, this Agreement.

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

BROKER:

LICENSEE:

MAPLETON COMMUNICATIONS, COAST WEST BROADCASTING CORP
LLC

By: _____
Michael K. Menerey
Its President

By: _____
Brian Costello
Its President

ATTACHMENT 1

LMA FEE SCHEDULE

During the Term of this Agreement, as defined in Section 1 herein, Broker shall make a monthly payment to Licensee (the "LMA Fee") in the amount of [Amount Redacted]. The LMA Fee for the first month of the Term shall be paid in advance on the first day of the Term. In the event that any month of the Term, including the first and last months, shall be less than a full calendar month, then the LMA Fee for such month shall be prorated by the ratio of the number of days of the month falling within the Term divided by the total number of calendar days in that month.

In the event that either Licensee preempts or rejects programming from Broker for any reason pursuant to the terms of this Agreement, or in the event that any Station experiences a Service Interruption (as defined herein), then the LMA fee for that month shall be prorated, based on the following: The percentage that the total hours in any calendar month of programming preempted or not aired due to a Service Interruption bears to the total amount of programming that Broker would otherwise have broadcast over that Station or those Station during the month. For purposes of this Section, a "Service Interruption" is defined as a Station being off the air, or not operating with at least ninety percent (90%) of its authorized power, during any portion of any day when the Broker Programming is scheduled to be aired over that Station pursuant to this Agreement.

In addition to the LMA Fee, Broker shall reimburse Licensee on a monthly basis for Licensee's payment of Station expenses for the prior month, upon receipt from the Licensee of a certificate (with attached invoices, etc.) documenting payment of those expenses. Such reimbursable expenses shall not include loan payments made by Licensee to any lender or the salary or benefits paid by Licensee to its General Manager. Licensee estimates in good faith that its monthly expenses for all the Station shall not exceed those listed in Schedule 1.1 hereto:

Schedule 1.1

[Schedule 1.1 redacted]

Attachment II

Program Policy Statement

Licensee and Broker shall cooperate in the broadcasting of programs of the highest possible standard of excellence. Without limiting the generality of the foregoing, they shall observe the following policies in the preparation, writing and production of their own (non-syndicated or network) programs:

1. Respectful of Faiths. The subject of religion and references to particular faiths and tenets shall be treated with respect at all times.
2. Controversial Issues. Broker shall exercise care to ensure that, during any discussion of controversial issues of public importance, no attacks on the honesty, integrity or like personal qualities of any person or group of persons shall be made. During the course of political campaigns, Station programs (other than public forum or talk features) are not to be used as a forum for editorializing about individual candidates without the express permission of Licensees. If such events occur, Licensees may require that responsive programming be aired. In the event that a statute, regulation or policy is adopted that requires the airing of responsive programming, Broker shall comply with such state, regulation or policy, and shall provide such responsive programming.
3. Donation Solicitation. Requests for donations shall not be made if there is any suggestion that such donation will result in miracles, physical cures, life-long prosperity or the like. However, statements generally requesting donations to support a broadcast or Church are permitted.
4. Treatment of Parapsychology. The advertising or promotion of fortune-telling, occultism, astrology, phrenology, palm reading or numerology, mind-reading, character readings or subject of the like nature shall not be broadcast.
5. Lotteries. Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.
6. Required Announcements. Broker shall broadcast (i) an announcement in form satisfactory to Licensee and in compliance with the FCC's rules as close as possible to the beginning of each hour to identify the Station, (ii) an announcement at the beginning of each broadcast day or appropriate broadcast period to indicate that program time has been purchased by Broker, and (iii) any other announcement that may be required by law, regulation or Station policy.

7. False Claims. Broker shall not broadcast any false or unwarranted claims for any product or service.
8. Obscenity and Indecency. Broker shall not broadcast any programs or announcements that are obscene or indecent either in theme or treatment.

In any cases where questions of policy or interpretation arise, Broker shall attempt in good faith to sub the same to Licensees for decision before making any commitments in connection therewith, and Licensees shall use its best efforts to reach a timely decision taking into due consideration the business objectives of Broker.

Attachment III

FORM OF PAYOLA AFFIDAVIT

City of _____)

County of _____) SS:

State of _____)

ANTI-PAYOLA AFFIDAVIT

_____, being first duly sworn, deposes and says as follows:

1. He is _____ for _____.
2. He has acted in the above capacity since _____.
3. No matter has been broadcast by Station _____ for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by him from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or finished by such person.
4. So far as he is aware, no matter has been broadcast by Station _____ for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by Station _____ or by any independent contractor engaged by Station _____ in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
5. He will not pay, promise to pay, request, or receive any service, money, or any other valuable consideration, direct or indirect, from a third party, in exchange for the influencing of, or the attempt to influence, the preparation or presentation of broadcast matter on Station _____.
6. Nothing contained herein is intended to, or shall prohibit receipt or acceptance of anything with the expressed knowledge and approval of my employer, but henceforth any such approval must be given in writing by someone expressly authorized to give such approval.