

LOCAL MARKETING AGREEMENT

Local Marketing Agreement ("Agreement") dated as of \_\_\_\_\_, 2005, by and among IONOSPHERE BROADCASTING LIMITED PARTNERSHIP, a California limited partnership ("Ionosphere") and MESOSPHERE BROADCASTING LIMITED PARTNERSHIP, a California limited partnership ("Mesosphere" and together with Ionosphere Partnership hereinafter referred to as "Licensee") and WILKS BROADCAST-FRESNO LLC, a Delaware limited liability company ("Programmer").

WHEREAS, Ionosphere is the owner and licensee of radio station KFRR(FM) (Facilities ID: 29051), licensed to Woodlake, CA, and Mesosphere is the owner and licensee of radio stations KJFX(FM)(Facilities ID: 65773), licensed to Fresno, CA, and KTSX(FM) (Facilities ID: 64144), licensed to San Joaquin, CA (collectively, the "Stations");

WHEREAS, an Agreement of Purchase and Sale of Assets, dated as of November 30, 2004 has been entered into among Programmer, Licensee and certain other parties (the "APA," and all capitalized terms used but not defined herein shall have the meanings set forth in the APA), and Programmer wishes to enter into this Agreement covering the presentation of programming on the Stations prior to such time as it acquires the Purchased Assets, and Licensee has agreed to make available to Programmer broadcast time on the Stations for the presentation of such programming consistent with the rules and policies of the Commission.

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

1. Facilities.

(a) Licensee agrees, beginning at 12:01 a.m. on January 1, 2005 or such later date as Programmer may elect (the "Effective Date"), and continuing during the Term, as defined in Section 3 below, to make all air time, transmission services and production facilities of and/or for the Stations available exclusively to Programmer and to broadcast, or cause to be broadcast, on the Stations the programming provided by or proposed by or on behalf of Programmer (the "Programming"), which may originate from Licensee's studios or otherwise, all subject to the terms and conditions of this Agreement. The Programming is described in Attachment I hereto.

(b) Programmer shall be entitled to locate any and all personnel as it deems appropriate at the offices and facilities of Licensee, and Licensee shall make available to Programmer all office, studio and other space and all programming, telephone and other equipment and facilities of Licensee required or requested by Programmer from time to time to enable Programmer and its personnel to perform all the duties, business and activities contemplated by this Agreement.

2. Payments. Programmer hereby agrees, following the Effective Date and during the term hereof, to pay Licensee, subject to such adjustments as shall be provided for in this

Agreement, the monthly rate of Twenty-Five Thousand U.S. Dollars (\$25,000) (the "Monthly Payment") and to reimburse Licensee for those monthly legitimate and prudent operating expenses of Licensee in operating the Stations as set forth in Attachment II hereof (an "Expense Reimbursement"). The Monthly Payment shall be due and payable on the last business day of each month and shall be prorated for any partial month. Programmer shall receive a payment credit with respect to any Programming which Programmer makes available for broadcast during Brokered Hours (as defined in Section 6), but which, for any reason, is preempted or is not accepted for and in fact broadcast on the Stations as requested by Programmer. Such credit shall be determined by multiplying the sum of the Monthly Payment plus the monthly Expense Reimbursement for the month in question by the ratio of the number of hours (or fractions thereof) of such Programming preempted or not accepted on a particular Station during such calendar month to the total number of Brokered Hours (or fractions thereof) for such Station in such calendar month.

3. Term. The term of this Agreement (the "Term") shall commence as of the Effective Date (the "LMA Commencement Date") and shall continue in effect until and shall terminate on the earlier of (i) the Closing under the APA, (ii) the termination of the APA, in accordance with its terms, and (iii) the date such Term is otherwise sooner terminated as set forth in Section 16 below. The Monthly Payments and Expense Reimbursements described above shall be paid for each month or partial month of the Term.

4. Programming Standards. Programmer shall furnish or cause to be furnished, and Licensee shall cooperate in all reasonable respects to facilitate the furnishing of, Programming in compliance with the Communications Act of 1934, as amended, and the rules and policies of the Federal Communications Commission (the "FCC" or the "Commission"), including, without limitation, the Commission's rules and policies on obscene and indecent program material, plugola/payola, lotteries, contests, station identification, minimum operating schedule, political programming and political advertising rates; and the Programming shall include announcements and disclosures (including but not limited to station identification announcements, EAS announcements, and sponsorship disclosures) necessary for each of the Stations to comply with the Commission's rules and policies (all applicable provisions of the Communications Act, of the FCC's published rules, policies, orders and decisions, and of the authorizations issued by the FCC for the Stations, collectively the "Communications Laws"). In the event that Licensee determines, based on the exercise of Licensee's good faith reasonable business judgment, that Programmer has failed to comply in any material respect with the Communications Laws, Licensee may suspend or cancel any such Programming not in compliance. Programmer agrees that it will not change the current general programming format of the any of the Stations during the Term, provided, however, the format of KTSX-FM may be changed by Programmer.

5. Collection of Accounts Receivable. Licensee hereby assigns to Programmer, for the purpose of collection only, the accounts receivable of each of the Stations owing to Licensee as of the close of business on the day before the LMA Commencement Date (such accounts receivable being called "Licensee Receivables"). During the Term, Programmer will endeavor to collect such Licensee Receivables, as agent for Licensee and on Licensee's behalf, but in accordance with Programmer's normal collection procedures as in effect from time to time (and without being required to incur any out-of-pocket cost or expense or resort to litigation or collection proceedings), and Licensee agrees that during such period of time it shall refrain from

taking any action (whether in connection with collection or otherwise) in respect of the Licensee Receivables. Programmer shall have the right and authority to endorse, without recourse, with the name of Licensee, any checks received in respect of any Licensee Receivables. As soon as practicable, but in no event later than the fifteenth (15<sup>th</sup>) day of each calendar month beginning with the first full month after the LMA Commencement Date or the next business day thereafter if the fifteenth (15<sup>th</sup>) is not a business day, Programmer will furnish Licensee with an accounting of the Licensee Receivables collected during the preceding calendar month, and, on such day, Programmer shall remit to Licensee the net amount of all Licensee Receivables collected on Licensee's behalf by Programmer during the preceding calendar month after deducting therefrom (i) any applicable agency, sales and other commissions which shall be paid by Programmer and (ii) the amount of any reasonable out-of-pocket expenses incurred, paid or payable by Programmer in connection with, or for the purpose of, collecting any of the Licensee Receivables. Licensee acknowledges and agrees that all accounts receivable of any of the Stations that are earned from and after the LMA Commencement Date are the sole and exclusive property of Programmer (unless and until any termination of this Agreement without consummation of the APA). Programmer shall not be obligated to use any extraordinary efforts, retain counsel or a collection agency or expend any sums to collect any Licensee Receivable. All payments received by Buyer during the Term from any obligor with respect to any of the Licensee Receivables shall be applied first to Sellers' account and only after full satisfaction thereof to Buyer's account; provided, however, that if during the Term any account debtor contests in writing the validity of its obligation with respect to any Licensee Receivable, then payments from such account debtor need not be applied against any of the Licensee Receivables and Buyer may return that Licensee Receivable to Sellers after which Sellers shall be solely responsible for the collection thereof. Within twenty (20) business days after the earlier of (i) termination of this Agreement other than due to consummation of the APA, or (ii) thirty (30) days after the Closing Date, Programmer will furnish Licensee with a final and up-to-date accounting of the Licensee Receivables, and will turn back to Licensee all of the Licensee Receivables of each of the Stations owing to Licensee which have not yet been collected (including all records and documents of each of the Stations relating to such uncollected accounts), and Programmer will thereafter have no further responsibility with respect to the collection of such Licensee Receivables, provided, however, that any funds received by Programmer thereafter on account of any Licensee Receivables paid or payable to either Licensee shall be remitted to Licensee as soon as practicable after the receipt of such funds. Licensee acknowledges and agrees that Programmer is acting as collection agent hereunder for the benefit of Licensee (but subject to the limitations set forth herein) and that Programmer has accepted such responsibility for the accommodation of Licensee. Licensee shall remain responsible for all agencies, sales and other commissions and related payroll and other taxes and withholdings associated with or arising out of any of the Licensee Receivables. During the period Programmer is collecting the Licensee Receivables, Programmer shall be entitled to deduct the amount of such commissions and taxes from the amount to be remitted to Licensee and pay such amounts as are due.

6. Facilities.

(a) Licensee hereby covenants that each of the Stations shall operate in accordance with its FCC authorizations. Throughout the Term, Licensee shall make each of the Stations available to Programmer for broadcast of Programming with its present authorized

facilities during Brokered Hours, subject to Licensee's rights to preempt Programming pursuant to Sections 4, 10 or 11 hereof. Programmer shall make available Programming for all Brokered Hours. "Brokered Hours" shall mean, as to each Station, up to 168 hours per week, as Programmer shall determine, less up to ten hours in any calendar month as Licensee may deem necessary for maintenance of each Station's facilities. Licensee shall use best efforts to schedule downtime for all maintenance on Sunday mornings between the hours of 12:00 midnight and 6:00 a.m. and to provide Programmer with at least 48 hours' prior notice of downtime for maintenance scheduled for any other hours.

(b) To facilitate the production of Programming for each of the Stations, and in furtherance of Programmer's rights under this Agreement, Licensee shall permit Programmer and its employees to utilize substantially all space, equipment and furnishings of the Stations' studios and offices currently used in conjunction with the operation of the Stations and shall permit Programmer to have continual access to all advertising files and related documentation, and all such files and documentation shall be maintained at the Stations. Licensee shall maintain the studios of and transmission facilities for the Stations in their present condition and repair and shall permit the same to serve as programming origination facilities for Programmer. Licensee shall maintain the Stations' studios in compliance with the Communications Laws, including, without limitation, maintaining a full-time management and staff presence at the Stations as required under the FCC's main studio rule. During the Term, Programmer shall have access, at no additional charge, to the studio and other space, equipment and facilities referred to herein 24 hours a day every day of the year. Licensee shall cooperate with Programmer, at Programmer's expense, in making such arrangements as Programmer shall reasonably request to deliver Programming from any remote location to each of the Station's respective transmitter sites.

(c) Licensee shall maintain all equipment necessary for broadcasting by each of the Stations in a condition consistent with the current operations of the Stations in compliance in all material respects with the Communications Laws, and all capital expenditures reasonably required to maintain the current technical quality of the Stations' signals shall be made in a timely fashion at the expense and in the sole discretion of Licensee. However, if any of the Stations suffers any loss, reduction or damage of any nature to its signal or any of its transmission facilities which results in the interruption or material reduction of service of such Station or the inability of such Station to operate with currently-authorized facilities and power, Licensee shall use commercially reasonable efforts to effect such repairs and replacements as are necessary to restore full-time, full power operation of such Station with its currently-authorized facilities as soon as practicable.

7. Handling of Mail. Programmer shall be responsible for receiving and handling all email, regular and overnight mail, cables and telegrams directed to the Stations and shall promptly furnish to Licensee all such communications (or, as appropriate, copies thereof) which are addressed to or intended for Licensee or relate to Licensee's responsibilities under this Agreement or as a broadcast licensee of the Commission including, but not limited to, copies of all electronic and nonelectronic correspondence received from members of the public with respect to the programming or operations of any of the Stations. Licensee shall furnish promptly to Programmer all email, regular and overnight mail, cables, and telegrams (or, as appropriate, copies thereof) received by Licensee that are addressed to or are intended for Programmer or relate to Programmer's responsibilities under this Agreement. Licensee shall be solely

responsible for maintaining each of the Station's public files. Programmer will cooperate with Licensee in that regard.

8. Various Responsibilities.

(a) Licensee's Responsibilities Regarding Employees. Subject to Programmer's obligation to make the Expense Reimbursement, Licensee shall provide and be responsible for and employ all personnel at or for the Stations, other than those expressly employed as employees of Programmer (or any affiliate thereof), necessary to fulfill Licensee's obligations as an FCC licensee, which shall consist of two persons at each of the two main studios, who shall be one manager and one non-management person at each such studio, for an aggregate total of four (the "Licensee's Employees"), provided that such Licensee's Employees shall be reasonably acceptable to Programmer. Subject to such Expense Reimbursement obligation, the Licensee's Employees shall at all times remain in the employ of Licensee and be subject to Licensee's control, and Licensee shall be responsible for all employee benefits and compensation and employment taxes with respect to such personnel.

(b) Other Licensee Responsibilities. Subject to Programmer's obligation to make the Expense Reimbursement, and excluding any costs related to the production of Programmer's Programming or as otherwise provided in Section 8(c), Licensee will be responsible for payment in the first instance of all of the Stations' expenses necessary to transmit the Programming, as described on Attachment II hereof. These costs and expenses to be paid by Licensee in the first instance shall include all costs associated with the maintenance of the Stations' towers, transmitters and antennas, electrical power at each Station's studio and transmitter sites, lighting, heating and cooling at the studio and transmitter sites, maintenance of each Station's local public records file, rent for the Stations' studio and transmitter sites, and all other expenses associated with maintaining each Station's studios.

(c) Programmer's Responsibilities. Programmer shall employ and be responsible for the salaries, taxes, insurance, commissions and other sales costs, and related costs for its personnel used in the production of the Programming (including salespeople, traffic personnel, board operators and programming staff). Beginning on the Commencement Date, Programmer may offer employment to any of Licensee's employees (other than the Licensee's Employees) who perform services at any of the Stations. Licensee shall be responsible for any severance or other benefit that may be owed to, or claimed by, any employee who is not offered such employment by Programmer, provided that upon written notice from Licensee that any such employee has been terminated by Licensee and paid severance, Programmer shall reimburse Licensee for each such terminated employee in an amount equal to the lesser of two weeks of such terminated employee's base salary and the amount of severance actually paid by Licensee to such terminated employee. Personnel utilized by Programmer in the performance of its obligations under this Agreement shall be in the employ of Programmer and subject to Programmer's control, which shall be exercised within the terms of this Agreement; and Programmer shall be responsible for all employee benefits and compensation and employment taxes with respect to such personnel.

9. Advertising and Programming Revenues. Programmer shall retain all revenues from the broadcast or sale of advertising time that is broadcast on any of the Stations during its

Programming, and from all other sources of revenues and/or advertising related to any of the Stations, in each case during the Term, and may sell such advertising in combination with the sale of advertising on any other broadcasting stations of its choosing. All accounts receivable, claims and entitlements to payment arising from any of the foregoing shall be the sole and exclusive assets and property of Programmer.

10. Operation of the Stations.

(a) General. Notwithstanding anything to the contrary in this Agreement, Licensee shall have authority and power over the operation of the Stations during the term of this Agreement. Licensee shall retain control, said control to be reasonably exercised, over the policies, programming and operations of the Stations, including, without limitation, the right to decide whether to accept or reject any Programming or advertisements, the right to preempt any Programming in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and the right to take any other actions for compliance with the laws of the United States or the State of California or the Communications Laws. Licensee shall at all times be responsible for meeting all of the Communications Laws, including but not limited to the Commission's requirements with respect to public service programming, for maintaining the political and public inspection files and station logs (if any), and for preparation of quarterly programs/issues lists. Licensee shall at all times be responsible for compliance with the Commission's main studio rules and policies. Programmer shall, upon request by Licensee, provide Licensee with information with respect to such of Programmer's programs which are responsive to community needs, interests and problems so as to assist Licensee in the preparation of required programming reports, and will provide upon request other information to assist Licensee's preparation of other records, reports and logs required by the Commission or other local, state or federal governmental agencies.

(b) Political Advertising. Licensee will oversee and take ultimate responsibility with respect to the provisions of equal opportunities, lowest unit charge and reasonable access for political candidates, and compliance with the other political broadcast rules of the FCC. Programmer shall supply information to assist Licensee in complying with the lowest unit charge requirements of federal law. To the extent necessary, Programmer shall release advertising availabilities to Licensee to permit it to comply with the political broadcast rules of the FCC including, but not limited to, Section 315 of the Communications Act of 1934, as amended; provided, however, that revenues received by Licensee as a result of such a release of advertising time shall be deemed irrevocably assigned to and shall promptly be remitted to Programmer.

(c) Responsive Programming. Programmer and Licensee mutually acknowledge their interest in ensuring that each Station serves the needs and interests of the residents of such Station's community of license and service area and agree to cooperate in doing so. Licensee may request, and Programmer shall provide, information concerning such of Programmer's Programming that is responsive to community issues so as to assist Licensee in the satisfaction of the Stations' public service programming obligations.

11. Special Events. Licensee reserves the right to preempt any of the broadcasts of Programmer's Programming and to use such preempted time for broadcast of special events

deemed by Licensee to be of importance to a Station's community of license. In all such cases, Licensee shall use its diligent efforts to give Programmer reasonable advance notice of its intention to preempt Programmer's Programming; provided however, that any revenues received as a result of such preemption shall be deemed irrevocably assigned to and shall promptly be remitted to Programmer.

12. Indemnification.

(a) Indemnification Rights. Each party will indemnify and hold harmless the other party, and the directors, officers, partners, employees, agents and affiliates of such other party, from and against any and all liability, including without limitation reasonable attorneys' fees, arising out of or incident to (i) any breach by such party of a representation, warranty or covenant made herein, or (ii) the programming produced or furnished by such party hereunder. Without limiting the generality of the foregoing, each party will indemnify and hold harmless the other party, and the directors, officers, partners, employees, agents and affiliates of such other party, from and against any and all liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming produced or furnished (or deemed produced or furnished) by it hereunder and broadcast on any of the Stations. The parties' indemnification obligations hereunder shall survive any termination or expiration of this Agreement.

(b) Procedures. The provisions of Section 9.3 of the APA shall apply with respect to matters covered by this Article 12 as if the indemnifying party under this Agreement were the indemnifying party under said Section 9.3, and as if the indemnified party under this Agreement were the indemnified party under said Section 9.3, and as if such matters covered hereby were covered by said Section 9.3.

(c) Notwithstanding anything to the contrary contained herein, in no event shall Programmer have any liabilities or obligations under this Agreement, including this Section 12, in excess of \$5,000,000.

13. Force Majeure. Any failure or impairment of facilities or any resulting delay or interruption in broadcasting programs, or failure at any time to furnish facilities in whole or in part, for broadcasting, due to acts of God, strikes, or threats thereof, force majeure, or due to causes beyond the control of any party, shall not constitute a breach of this Agreement, and no party shall be liable to any other party, except to the extent of allowing in each such case an appropriate payment credit to Programmer for Programming available to Licensee but not broadcast during Brokered Hours, based upon a pro rata adjustment consistent with that specified in Section 2 and calculated to reflect the length of time during which the failure or impairment exists or continues, as if Programming subject to such failure or impairment were not accepted for broadcast on the applicable Station.

14. Right to Use the Programming. The right to use the Programming outside the broadcast of such Programming on any of the Stations and to authorize its use in any manner and in any media whatsoever shall be, and remain, vested exclusively in Programmer.

15. Payola; EEO. Programmer agrees that it shall not accept, and shall not knowingly permit any of its employees to accept, any compensation or any in-kind gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, materials, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with Commission requirements. Programmer agrees that annually, or more frequently upon the reasonable request of Licensee, it will execute and provide Licensee (and cause its employees and agents associated with the creation and production of its Programming to execute and provide Licensee) with an affidavit to that effect in customary and reasonable form. Programmer shall comply with all equal employment opportunity rules and policies of the Commission to the extent such rules and policies apply, or shall in the future apply, to the employment practices of Programmer's personnel assigned to duties in connection with this Agreement; and Programmer shall timely provide Licensee with all information that shall be necessary to comply with any reporting obligations under the Communications Laws.

16. Certain Governmental Action.

(a) In the event that a federal, state or local governmental authority designates a hearing with respect to the continuation or renewal of any license or authorization held by Licensee for the operation of any of the Stations, or orders the termination of this Agreement and/or orders the curtailment, in any manner material to the relationship between the parties hereto, of the provision of Programming by Programmer hereunder, and/or determines that other similar time brokerage agreements, in whole or in part, are contrary to public or agency policy, at its option, Programmer may seek administrative or judicial appeal of or relief from such order(s) (in which event Licensee shall, at Licensee's expense, cooperate with Programmer in such proceedings), or Programmer may notify Licensee that it will terminate this Agreement pursuant to this Section 16. If the Commission designates the renewal of license application of any of the Stations for a hearing as a consequence of this Agreement or for any other reason, Programmer shall cooperate and comply with any reasonable request of Licensee to assemble and provide to the Commission information relating to Programmer's performance under this Agreement.

(b) If this Agreement is challenged at or by the FCC or at or by the U.S. Department of Justice or the Federal Trade Commission, whether or not in connection with a license renewal application for any of the Stations, Programmer and Licensee, through their respective counsel, shall jointly defend this Agreement and the parties' performance thereunder throughout all such proceedings. If portions of this Agreement do not receive the approval of the FCC staff, to the extent that such approval may be required, then the parties shall use their best efforts to reform this Agreement in such a manner as to maintain the economic benefit anticipated by each party or seek reversal of the staff decision and approval from the FCC on appeal.

17. Termination.

(a) Termination. This Agreement may also be terminated under the following circumstances:

(i) by Programmer, by giving written notice of termination to Licensee, if (A) Programmer is not then in material breach under this Agreement, and (B) Licensee is in material breach of its obligations hereunder, has failed to cure such breach within the Cure Period, and such continuing breach by Licensee has had a material adverse effect on the business or operations of the Stations, taken as a whole;

(ii) by Licensee, by giving written notice of termination to Programmer, if (A) Licensee is not then in material breach under this Agreement, and (B) Programmer is in material breach of its obligations hereunder and has failed to cure such breach within the Cure Period and such continuing breach by Programmer has had a material adverse effect on the business or operations of the Stations, taken as a whole;

(iii) by mutual consent of the parties in writing; or

(iv) by Programmer or Licensee, provided the terminating party has complied with the provisions of Section 16 hereof, by giving written notice of termination to the other party, if: (i) this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review, or (ii) there has been a material change in the Communications Laws that would cause this Agreement to be in violation thereof and such change is in effect and has not been stayed pending an appeal or further administrative review.

(b) Failure or Consummation of APA. Notwithstanding any other provision hereof, this Agreement shall terminate with no further action by Licensee or Programmer upon the termination of the APA in accordance with the terms thereof, or upon the consummation of the transactions contemplated thereby.

18. Post-Termination Cooperation. In the event of a termination of this Agreement for any reason other than the consummation of the transactions contemplated by the APA, Licensee shall cooperate with Programmer and take all actions reasonably necessary to enable Programmer to fulfill all advertising or other programming contracts and commitments then outstanding (and all revenues from any such advertising or programming broadcast after termination shall belong to Licensee). In addition, Licensee shall rehire Programmer's employees hired at any of the Stations.

19. Effect of Termination on APA. Anything to the contrary contained herein notwithstanding, no termination of this Agreement, in and of itself, for any reason whatsoever shall have any effect on or terminate any right or obligation of Programmer or any right or obligation of Licensee under the APA, or provide cause for the termination of the APA.

20. Certifications. Pursuant to Note 2(j)(3) to Section 73.3555 of the FCC's rules, Licensee, by the signature of its authorized representative to this Agreement, certifies that it maintains and will continue to maintain ultimate control over the Stations' facilities, including specifically ultimate control over station finances, personnel and programming. Programmer, by the signature of its authorized representative to this Agreement, certifies that the arrangement complies with the provisions of Sections 73.3555(a) and(c) of the FCC's rules.

21. Public Announcements. The parties will coordinate and consult with one another and obtain the prior approval of the other party, which shall not be unreasonably withheld, conditioned or delayed, before making any press release or other public announcement concerning the transactions contemplated under this Agreement.

22. Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effected unless the same shall be in writing and signed by the party adversely affected by the waiver or modification, and then such shall be effective only in the specific instance and for the purpose for which given.

23. No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Programmer in exercising any right or power hereunder 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. The rights and remedies of Licensee and Programmer herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

24. Constructions. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without regard to principles of conflicts of laws, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the Communications Laws. Any litigation arising hereunder or thereunder or related hereto or thereto shall be tried by the United States District Court for the Southern District of New York, provided that if such litigation shall not be permitted to be tried by such court then such litigation shall be held in the state courts of New York sitting in New York City. Each party irrevocably consents to and confers personal jurisdiction on the United States District Court for the Southern District of New York, or, if (but only if) the litigation in question shall not be permitted to be tried by such court, on the state courts of New York sitting in New York City, and expressly waives any objection to the venue of such court, as the case may be, and agrees that service of process may be made on such party by mailing a copy of the pleading or other document by registered or certified mail, return receipt requested, to its or his addresses for the giving of notice provided for in Section 28 hereof, with service being deemed to be made five (5) business days after the giving of such notice.

25. Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including without limitation any assignee of the Commission licenses for the Stations.

27. Counterpart Signatures. This Agreement may be executed in multiple copies, each of which shall constitute an original.

28. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered and received (a) on the date of personal delivery or (b) on the date of receipt (as shown on the return receipt) if mailed by registered or certified mail, postage prepaid and return receipt

requested, or if sent by Federal Express or similar courier service, with all charges prepaid. All such notices, demands, and requests shall be addressed as follows:

If to Programmer:

Wilks Broadcast-Fresno LLC  
9330 Old Southwick Pass  
Alpharetta, GA 30022  
Attn: Jeffrey S. Wilks

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

The Wicks Group of Companies, L.L.C.  
405 Park Avenue  
New York, NY 10022  
Fax No.: 212-223-2109  
Attn: Jamie Weston

and

Golenbock Eiseman Assor Bell & Peskoe LLP  
437 Madison Avenue  
New York, NY 10022  
Attn: Nathan E. Assor, Esq.

If to Licensee:

Mr. Clifford N. Burnstein  
80-37 Park Lane  
Kew Gardens, NY 11415

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

Drinker Biddle & Reath LLP  
1500 K Street, NW  
Suite 1100  
Washington, DC 20005  
Attn: Howard M. Liberman, Esq.

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 28. Nothing in this Section shall preclude the delivery of notices by appropriate means other than those described above, including facsimile.

29. Independent Contractor. Programmer is, and shall at all times be deemed to be, an independent contractor, and nothing in this Agreement shall in any way be deemed to create a partnership or joint venture between the parties.

30. Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof, and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof, other than the APA.

31. Severability. In the event that any of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable it shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein, subject to the provisions of Section 16 hereof.

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

**IONOSPHERE BROADCASTING LIMITED  
PARTNERSHIP**

By: IONOSPHERE BROADCASTING CORPORATION,  
its general partner

By:   
Name: Jon Horton  
Title: Vice-President

**MESOSPHERE BROADCASTING LIMITED  
PARTNERSHIP**

By: MESOSPHERE BROADCASTING CORPORATION,  
its general partner

By:   
Name: Jon Horton  
Title: Vice-President

**PROGRAMMER**

By: WILKS BROADCAST – FRESNO LLC

By: \_\_\_\_\_  
Name:  
Title:

30. Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof, and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof, other than the APA.

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

**IONOSPHERE BROADCASTING LIMITED PARTNERSHIP**

By: IONOSPHERE BROADCASTING CORPORATION,  
its general partner

By: \_\_\_\_\_  
Name: Clifford N. Burnstein  
Title: Co-President

**MESOSPHERE BROADCASTING LIMITED PARTNERSHIP**

By: MESOSPHERE BROADCASTING CORPORATION,  
its general partner

By: \_\_\_\_\_  
Name: Clifford N. Burnstein  
Title: Co-President

**PROGRAMMER**

By: WILKS BROADCAST - FRESNO LLC

By:   
Name: Jeff Wilks  
Title: CEO

## TIME BROKERAGE AGREEMENT

### ATTACHMENT I

Programmer's Programming will be an entertainment format, which may include news as well as promotions (including on-air giveaways) and contests. Programming may include commercial matter, including that in both program or spot announcement forms, as well as public affairs and public service information.

With regard to the last sentence of Paragraph 4, the Stations' current formats are:

KFRR – Alternative

KJFX – Classic Rock

KTSX – Oldies (60s)

## ATTACHMENT II

Programmer shall reimburse to Licensee the actual costs incurred by Licensee with respect to the following expenses incurred solely in the actual operation of the Stations attributable to the Term of this Agreement, in each case except as otherwise provided below or elsewhere in this Agreement: tower and studio/office rents, utilities, property taxes with regard to the Stations' property, normal and ordinary building and tower maintenance, normal and ordinary engineering fees incurred by Licensee in the operation of the Stations, compensation for the Licensee's Employees (which shall not exceed the amounts for each such employee set forth on Schedule A hereto), casualty and liability insurance premiums with respect to insurance policies currently maintained by the Stations in an amount equal to the portion of the current, arms length premiums being currently paid by the Stations therefor, which is fairly allocable solely to the Stations' properties and operations, music licensee fees (i.e., ASCAP, BMI and SESAC), software license fees, pro rated FCC annual regulatory fees, and programming and production costs actually incurred by Licensee in respect of any Programming to be aired after the LMA Commencement Date ("Operating Expenses"). An estimate of such Operating Expenses is attached as Attached II-A hereto. Anything to the contrary contained herein or in this Agreement notwithstanding, Programmer shall not be responsible for or be required to reimburse Licensee for any of the following:

1. Licensee's income, franchise and similar taxes.
2. Interest on and principal of loans and/or indebtedness and other fees, charges, costs and expenses relating to loans and/or indebtedness.
3. Legal, accounting and other professional fees and expenses in connection with or arising out of this Agreement and/or the APA and/or the negotiation, administration, interpretation or closing of this Agreement and/or the APA and/or the transactions contemplated hereby and thereby.
4. Any costs, expenses or expenditures in the nature of capital expenditures or improvements, or expenses associated with the maintenance or repair of towers or equipment, other than routine, ordinary and customary maintenance consistent in dollar amount and nature with past practice and experience of the Stations.

Each month during the term of this Agreement, Licensee shall submit an invoice to Programmer which will list all of the expenses which Licensee believes Programmer is responsible to reimburse to Licensee pursuant hereto pertaining to such month of operation of the Stations. Such invoice shall be paid by Programmer within 10 business days of receipt but not earlier than the last day of such month. On the 20th day of each month, Licensee will provide Programmer a list of the actual expenses incurred the preceding month, together with copies of the invoices or other backup information as may exist, at which time Programmer either shall receive a credit for any over-payment that may have occurred, or else shall pay any deficit within 10 business days of receipt of the list. In the event the LMA Commencement Date is in the middle of a month, Programmer only will be responsible to reimburse Licensee for Operating

Expenses relating to the portion of the month during which the term of this Agreement has been in effect. In the event of a bona fide dispute as to any requested reimbursement, Programmer may dispute such reimbursement and may withhold payment to Licensee until such dispute is resolved.