

AURORA COMMUNICATION'S LEASE MANAGEMENT AGREEMENT

This LEASE MANAGEMENT AGREEMENT (this "Agreement") is made and entered into this _____, 2004, by and among **AURORA COMMUNICATIONS CORP.**, a Nevada Corporation's / Station's ("Licensee"), and **LAZER BROADCASTING CORPORATION'S / STATION'S**, a California Corporation's / Station's ("Broker") (sometimes collectively referred to as the "parties").

P R E M I S E S:

- A. Licensee is the licensee of multiple radio FM licenses, licensed to multiple Station's throughout the U.S.A, pursuant to licenses issued by the Federal Communications Commission ("FCC");
- B. Licensee and Broker have entered into that certain Option Agreement (the "Option"), dated as of _____, 2004, pursuant to which Broker has the option, under the terms and conditions set forth therein, to acquire the Corporation's / Station's licenses and certain Corporation's / Station's assets from Licensee by _____, pursuant to the prior approval of the Federal Communications Commission;
- C. The parties are aware of and have considered carefully the FCC's policies on time brokerage and intend that this Agreement complies fully with all such policies;
- D. Licensee and Broker desire to obtain a regular source of programming and income which will sustain the operation of the Corporation's / Station's during the Term hereof (as defined below), or until Broker exercises the Option and acquires the Corporation's / Station's Licenses; and
- F. Broker desires to provide substantially all of the Corporation's / Station's broadcast time for the broadcast of programming on the Corporation's / Station's and for the sale of advertising time included in that programming during the Term hereof or until Broker's acquisition of the Corporation's / Station's pursuant to the Option.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Term. This Agreement shall commence on _____, 2004 (the "Effective Date") and shall continue in full force and effect until terminated pursuant to Section ___ hereof (the "Term"). "Cut-Off Time" shall mean 12:01 a.m., local time, on the Effective Date.

Section 2. Broadcast of Programming. Subject to the terms of this Agreement, to the Communications Act of 1934, as amended (the "Communications Act"), and the published rules, regulations and policies of the FCC (collectively, the "Communications Laws"), Licensee

shall broadcast the programming, including commercial announcements, provided by Broker without interruption, deletion or addition of any kind, subject to Licensee's exercise, as set forth in Section 7, of its right to refuse to transmit any of the programming which Licensee, in its sole discretion, deems appropriate.

Section 3 Use of Corporation's / Station's Facilities and Records. Subject to the terms of this Agreement and of the Communications Laws, Licensee shall permit Broker to occupy and use the Corporation's / Station's offices, studios, equipment and transmission system facilities in order to allow Broker to carry out its objectives under this Agreement, subject to the unrestricted rights of Licensee to control such property, equipment and facilities and to supervise and oversee such use by Broker. Broker shall have reasonable access to Licensee's files and other information relating to the Corporation's / Station's, all of which shall be held in confidence by Broker and shall not be disclosed to any person, except in the performance of Broker's duties hereunder or as required by law.

Section 4. Programming.

(a) Subject to the exceptions set forth in Sections 6 and 7 hereof, Licensee shall make available on the Corporation's / Station's broadcast time for the broadcast of Broker's programs, and Broker shall supply, and Licensee shall transmit, programming for all periods of broadcast operations during the Term. Broker shall provide all such programming produced at its own cost and expense.

(b) Broker shall make its programs available to Licensee during a number of hours per week sufficient to enable the Corporation's / Station's to meet its minimum hours of operation required under the FCC's rules; provided, that Licensee may broadcast up to two hours per week pursuant to Section 5 hereof. However, the parties expressly understand and agree that no provision in this Agreement will be considered to reduce or interfere with Licensee's absolute responsibility under the Communications Laws to supervise and control the Corporation's / Station's.

Section 5. Reservation of Time. Licensee reserves for Licensee's own use up to two hours per week of programming time during which it may broadcast programming designed to address the concerns, needs and issues of the Corporation's / Station's listeners. Such programming shall be broadcast according to a schedule to be mutually established by Broker and Licensee or at such other times as Licensee reasonably deems necessary to meet the needs of Licensee's listeners and to comply with requirements of the FCC.

Section 6. Licensee's Programming Discretion. Nothing herein shall be construed as limiting in any way either Licensee's rights and obligations to reject and refuse to transmit any programming produced or proposed by Broker that Licensee, in good faith, deems to be contrary to the public interest or law. Licensee shall notify Broker, unless notice is impossible or impractical, at least three days in advance of any preemption of Broker's programming for the purpose of broadcasting programs that Licensee deems appropriate to serve the public interest.

Section 7. Revenue. Broker shall be entitled to retain all revenues received

resulting from the sale of advertising time on the Corporation's / Station's during the Term, including, without limitation, all revenue from the sale of advertising time during Licensee's Public Service Programming or programming provided by Licensee pursuant to Section 6 hereof.

Section 8. Compensation. In consideration of the broadcast time provided to Broker pursuant to this Agreement, Broker shall pay Licensee a monthly fee on the Effective Date and at the beginning of each month thereafter for the broadcast of Broker's programming in the amount of \$ 1.00. If either the Effective Date or the date of termination of this Agreement is a date other than the first day of a calendar month, then the monthly fee for any of such months shall be prorated and the amount so prorated shall be paid by Broker to Licensee in advance.

Section 9. Expenses.

(a) Broker shall be responsible for direct payment of the operating and maintenance costs of the Corporation's / Station's as follows: (i) rents and utilities at the Corporation's / Station's studio, tower and transmitter site facilities, (ii) insurance costs related to Licensee's assets and operations, (iii) Licensee's telephone, delivery and postal service, (iv) costs related to the maintenance of Licensee's main studio and all equipment necessary for the operation of the Corporation's / Station's in compliance with the Communications Laws, (v) salaries, payroll taxes, insurance, health benefits and related costs of personnel employed by Licensee in connection with the operation of the Corporation's / Station's, including, without limitation, the expenses incurred by Licensee arising from its obligations under Sections 1_(i) and 1_(f), (g), (h), (i) and (j) hereof, (vi) income, gross receipts, sales, real property, personal property and excise taxes related to Licensee's ownership and operation of the Corporation's / Station's, and (vii) all performing rights licensing fees for music and other material contained in the programming provided by Licensee (collectively, the "Licensee Costs"). Upon receipt of an itemized statement of Licensee Costs from Licensee, together with all other Licensee expenditures on behalf of the Corporation's / Station's, which itemized statement shall be presented monthly, Broker shall within ten business days thereafter remit to Licensee an amount equal to such amounts in full reimbursement thereof (the "Reimbursement").

(b) Broker shall be responsible for all other costs of programming of the Corporation's / Station's and the production, acquisition and delivery of Broker's programming: including, without limitation: (i) power and utilities at Broker's facilities where programming is produced, (ii) insurance costs related to Broker's equipment and assets used in its business operations, (iii) costs related to the maintenance of any studio and equipment necessary for the production, acquisition and delivery of Broker's programming to the Corporation's / Station's, (iv) salaries, payroll taxes, insurance, health benefits and related costs of all personnel employed by Broker in connection with production, acquisition and delivery of its programming, promotion of that programming and the sale of advertising in that programming, (v) income, gross receipts, sales, real property, personal property, excise or any other taxes of any nature whatsoever related to Broker's ownership of its assets and the programming provided to the Corporation's / Station's or the sale of time on the Corporation's / Station's, and (vi) all performing rights licensing fees for music and other material contained in the programming provided by Broker.

Section 10. Representations, Warranties and Covenants of Broker. Broker

represents and warrants to, and covenants with, Licensee that:

(a) **Organization.** Broker is a _____ duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business there.

(b) **Authorization.** The execution, delivery and performance of this Agreement by Broker have been duly authorized by all necessary action on its part. This Agreement has been duly executed by Broker and delivered Licensee and constitutes a legally valid and binding obligation of Broker, enforceable against Broker in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors' rights generally and equitable principles.

(c) **No Consent.** No consent of any other party and no consent, license, approval or authorization of, or exemption by, or filing, restriction or declaration with, any governmental authority, bureau, agency or regulatory authority, other than the filing of this Agreement with the FCC, to the extent that, while this Agreement is in effect, the Communications Laws require its filing, is required in connection with the execution, delivery or performance of this Agreement by Broker or will affect the validity or performance of this Agreement.

(d) **No Breach.** Neither (i) the execution, delivery and performance of this Agreement by Broker nor (ii) Broker's compliance with the terms and conditions hereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms and conditions of, constitute a default under, or violate the [articles of Incorporation's / Station's or bylaws] of Broker, or any judgment, decree, order, injunction, agreement, lease or other instrument to which Broker is a party or by which Broker is legally bound, or any law, rule or regulation applicable to Broker, except where such conflict, breach or failure to comply would not have a material adverse effect on the validity, binding effect or enforceability of this Agreement or the ability of Broker to perform its obligations under this Agreement.

(e) **Format.** During the Term, Broker shall have the right to change the format of the programming which it delivers to the Corporation's / Station's with the prior written consent of Licensee, which consent shall not be unreasonably withheld. The programming provided by Broker shall include (i) public service announcements (including, at Licensee's request from time to time, a reasonable number of public service announcements of local interest), (ii) announcements satisfactory to Licensee in form sufficient to meet the Corporation's / Station's identification requirements of the FCC at the beginning of each hour, (iii) an announcement at the beginning and end of each broadcast day to indicate that program time has been purchased by Broker, and (iv) subject to Licensee's oversight and control, any other announcement that may be required by any applicable law or regulation (including, without limitation, Emergency Alert System ("EAS") tests). Broker shall maintain and deliver to Licensee copies of all operating and programming information necessary for Licensee to maintain its FCC public file (including, without limitation, information concerning portions of the programming that are responsive to issues of public importance identified to Broker by

Receiver, EAS announcements and Corporation's / Station's operation logs) and all other records required to be kept by the Communications Laws. Licensee shall be solely responsible for compliance with the FCC's EAS regulations and policies.

(f) **Programming Standards.** The programming provided by Broker for broadcast on the Corporation's / Station's shall comply with the Communications Laws and with all programming standards established by Receiver. The programming shall also meet all customary industry standards for technical broadcast quality.

(g) **Music Licenses.** Broker shall obtain, at its own cost and expense, music licenses for the music in the programs it provides for broadcast. The performing rights to all music contained in its programming shall be licensed by BMI, ASCAP or SESAC or shall be in the public domain. Licensee shall maintain, at Licensee's own cost and expense, music licenses for the music it programs in Licensee's Public Service Programming.

(h) **Liens.** Broker shall not cause or permit any liens, encumbrances, foreclosures, contractual defaults or outstanding balances of any kind or nature whatsoever in respect of Licensee's or the Corporation's / Station's assets, except for liens existing on the Effective Date or licenses of trademarks or other intellectual property rights granted by Broker in the ordinary course of business and not interfering in any material respect with the operation of the Corporation's / Station's.

(i) **Expenses.** Broker shall timely pay any and all expenses or obligations of any kind or nature (i) as provided in Section 9(b) hereof, (ii) relating to the provision of its programming when such payments become due, and (iii) the reimbursement to Licensee pursuant to Section 9(a) hereof.

(j) **Documentation.** Subject to Section 6 hereof, Broker shall provide to Licensee monthly documentation of the programs it has broadcast which address the problems, needs and interests of the Corporation's / Station's community of license (the "Community"), as determined by Licensee. In an amount and at times to be mutually agreed upon, Broker shall provide local news and public affairs programming relevant to the Community of sufficient quality to assist Licensee in satisfying its obligations to respond to the needs of the Community. Documentation relating to such programming shall be compiled by Broker and provided to Licensee, so as to enable Licensee to ensure that the required quarterly issues-programs listings for the Corporation's / Station's are placed in the Corporation's / Station's public file, the maintenance and oversight of which shall be Licensee's responsibility.

(k) **Mail.** Broker shall receive and respond to all mail, cables, telegraphs or telephone calls in connection with the programming provided by Broker; provided, however, that all mail or other correspondence to the Corporation's / Station's from the FCC shall be delivered to Licensee, which shall be solely responsible for responding thereto. Broker shall promptly advise Licensee of any public or FCC complaint or inquiry known to Broker concerning such programming, and shall provide Licensee with copies of any letters to Broker from the public, including complaints concerning such

programming. All other communications received by Broker for Licensee shall promptly be remitted to Licensee.

(l) **Insurance.** Broker shall acquire and maintain appropriate business interruption insurance in an amount reasonably required to protect the parties hereto from the interruption of the business of operating the Corporation's / Station's. In the event that a claim is made and any amounts are received by Licensee, Licensee shall promptly remit the proceeds to Broker.

(m) **Employees.** Except as otherwise set forth herein, Broker shall be responsible as of the Effective Date for all obligations and liabilities with respect to Broker's employees, including, without limitation, wages, salaries, commissions, bonuses and other compensation, withholding, payroll and other taxes, benefits, accrued vacation, sick and personal time, and other amounts which are or become payable to or in respect of any of Broker's employees.

(n) **Confidential Information.** Broker shall not disclose to third parties any proprietary information received from Receiver, Licensee or their agents in the course of investigating, negotiating and completing the transactions contemplated by this Agreement or the Option.

Section 11. Representations, Warranties and Covenants of Licensee. Licensee represents and warrants to, and covenants with, Broker that:

(a) **Organization.** Licensee is a Corporation's / Station's duly organized, validly existing and in good standing under the laws of the State of [California].

(b) **Authorization.** The execution, delivery and performance of this Agreement by Licensee has been duly authorized by all necessary corporate action. This Agreement has been duly executed by Licensee and delivered to Broker and constitutes a legally valid and binding obligation of Licensee, enforceable against it in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors' rights generally or equitable principles.

(c) **No Consent.** No consent of any party and no consent, license, approval or authorization of, or exemption by, or filing, restriction or declaration with, any governmental authority, bureau, agency or regulatory authority, other than the filing of this Agreement with the FCC, to the extent that, while this Agreement is in effect, the Communications Laws require its filing, is required in connection with the execution, delivery or performance of this Agreement by Licensee or will affect the validity or performance of this Agreement.

(d) **No Breach.** Neither (i) the execution, delivery and performance of this Agreement by Licensee nor (ii) Licensee's compliance with the terms and conditions hereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms and conditions of, constitute a default under, or violate the organizational documents of Licensee, any material judgment, decree, order, injunction, agreement, lease or other instrument to which Licensee is a party or by which Licensee is

legally bound, or any law, rule or regulation applicable to Licensee, except where such conflict, breach or failure to comply would not have a material adverse effect on the validity, binding effect or enforceability of this Agreement or the ability of Licensee to perform its obligations under this Agreement.

(e) **Compliance With Communications Laws.** During the Term hereof, Licensee shall operate the Corporation's / Station's in compliance with the Communications Laws, including without limitation the FCC's technical operating and reporting requirements.

(f) **Maintenance of Corporation's / Station's.** During the Term hereof, all capital expenditures reasonably required to maintain the technical broadcast quality of the Corporation's / Station's signal shall be made in a timely fashion. Except for periods where reduction of power is required for routine maintenance (which maintenance shall be performed to the extent possible during the hours of 12:00 a.m. and 6:00 a.m.) or emergency maintenance activities, Licensee shall use all reasonable efforts to operate the Corporation's / Station's at maximum authorized transmitter power as set forth in its FCC license, with an antenna center of radiation at the specified height above ground and above average terrain. During all hours when programming is being broadcast over the Corporation's / Station's, Licensee shall maintain at the location from which the programming is being originated a receiver capable of receiving test messages and alerts over the EAS.

(g) **Other Maintenance.** Licensee shall maintain a main studio for the Corporation's / Station's in compliance with Section 73.1125 of the FCC's rules and shall cause the Corporation's / Station's to maintain an appropriate public inspection file and shall place such documents in that file as may be required from time to time by the Communications Laws.

(h) **Managerial Presence.** Licensee shall maintain a "meaningful managerial and staff presence" at the Corporation's / Station's main studios. Specifically, Licensee shall employ at least two full-time managerial and staff employees. These employees shall work for and be answerable to Licensee. On or before the Effective Date, Licensee shall notify Broker of the identity of its employees.

(i) **Insurance.** Licensee shall acquire and maintain appropriate liability insurance in amounts reasonably required to protect the parties hereto from losses resulting from liability for defamation and personal injury as well as from losses by theft, fire and other causes to the Corporation's / Station's assets.

(j) **Political Time.** At least 55 days before the start of any primary and 70 days before the start of any general election campaign, Broker shall confirm in writing with Licensee the rates to be charged to political candidates for public office to be sure that the rates are in conformance with applicable laws. Broker shall provide Licensee with access to all books and records regarding the pricing of advertising sold on the Corporation's / Station's in order to confirm that the political rates are consistent with applicable law and regulation. With respect to Broker's programming, Broker shall

maintain and promptly deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the Corporation's / Station's pertaining to the broadcast of political programming, and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules, and agrees to identify the sponsor(s) of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules. Broker shall consult with Licensee and comply with the Communications Laws with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to "equal opportunities" and the carriage of contrasting points of view as mandated by any "fairness" rule with respect to such "issue-oriented" advertising or programming as may be broadcast) and the charges permitted therefor. If Broker fails to provide adequate time for the broadcast of programming or advertising by political candidates, Licensee shall have the right to preempt Broker's programming to make time available to political candidates. Broker shall provide to Licensee documentation relating to such programming as Licensee shall reasonably request and shall indemnify Licensee for any claim, cost or expense (including reasonable attorneys' fees) arising from the broadcast of such material by Broker on the Corporation's / Station's during the Term.

(k) **Expenses.** Licensee shall timely pay any and all expenses or obligations of any kind or nature as provided in Section 9(a) hereof (but subject to the reimbursement by Broker as provided therein), relating to the operation of the Corporation's / Station's. .

(l) **Warranties.** No representation or warranty made by Licensee in this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Broker.

(m) **Confidential Information.** If for any reason the transactions contemplated in this Agreement or the Option Agreement are not consummated, Licensee shall not disclose to third parties any proprietary information received from Broker or its agents.

Section 12. Broadcasters Liability Insurance. Each of Broker and Licensee will maintain broadcasters' liability insurance covering libel, slander, invasion of privacy and the like, in forms and amounts customary in the radio broadcast industry, and each will name the other as an additional insured under each such policy.

Section 13. Indemnification.

(a) Broker shall indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages and expenses (including reasonable attorneys' fees, court costs, appeal costs and other similar trial and appellate expenses) arising out of (i) programming provided by Broker pursuant to this Agreement, (ii) any breach by Broker of its representations, warranties, covenants or obligations under this Agreement, (iii) the conduct of Broker, its employees, contractors or agents, (iv) all

damage to Licensee's facilities and equipment used by Broker hereunder, ordinary wear and tear excepted, and (v) any reasonable expenses and losses of Licensee caused by Broker's failure to timely report or attempt to mitigate the cause thereof.

(b) Licensee shall indemnify and hold harmless Broker from and against any and all claims, losses, costs, liabilities, damages and expenses (including reasonable attorneys' fees, court costs, appeal costs and other similar trial and appellate expenses) arising out of (i) programming provided hereunder by Licensee, (ii) any breach by Licensee of its representations, warranties, covenants or obligations under this Agreement and (iii) the conduct of Licensee or its employees, contractors or agents.

(c) The indemnification obligations of this Section 13 shall survive any termination of this Agreement and shall continue for a period of one year.

(d) Licensee or Broker shall not be entitled to indemnification pursuant to this Section 13 unless such claim for indemnification is asserted in writing and delivered to the other party within one year of the date of termination of this Agreement; then, as to matters specified in such notice, the indemnification obligations shall continue.

(e) Without limiting the generality of the foregoing, each party will indemnify and hold harmless the other party, and (as applicable) its partners, directors, officers, employees, agents and affiliates, 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 by it hereunder.

Section 14. Termination; Effect of Termination.

(a) This Agreement shall only terminate upon the occurrence of any of the following:

(i) This Agreement is declared invalid or illegal in whole or in material part by an order or decree of the FCC or any other 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;

(ii) The Option is terminated or expires;

(iii) The closing of the transactions contemplated by the Option; or

(iv) An Event of Default (as defined in Section 15) by any party.

(b) Upon the termination of this Agreement, Licensee shall not be under any further obligation to make available to Broker any further broadcast time or broadcast transmission facilities and all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable by Broker.

(c) The termination of this Agreement shall not terminate the obligation of any party

to indemnify the other for claims of third parties under Section 13 hereof, subject to the one-year limitation provided in Section 13(c), or limit or impair any party's rights to receive payments due and owing hereunder on or before the date of such termination, or cause or result in termination of the Option.

Section 15. Termination for Change in FCC Rules or Policies. The parties believe that the terms of this Agreement and the performance contemplated thereunder meet all the requirements of current FCC policy for brokerage agreements and agree that they shall negotiate in good faith to meet any FCC concern with respect to it if they are incorrectly interpreting current FCC policy or in the event that FCC policy changes during the Term.

Section 16. Events of Default. The following, after the expiration of the applicable cure periods specified below, shall constitute events of default (each an "Event of Default") under this Agreement:

- (a) Broker's failure to pay to Licensee when due the monthly fee as specified in Section 8, above, or the Reimbursement as specified in Section 9(a), above;
- (b) Broker's or Licensee's material default in the observance or performance of any covenant, condition or agreement contained herein or in the Purchase Agreement and the other party is not in material default; or
- (c) Broker's or Licensee's material breach of any representation or warranty made by it herein, or in any certificate or document furnished pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

An Event of Default shall not be deemed to have occurred until 30 business days (or in the event of Broker's failure to pay the monthly fee or Reimbursement, five business days) after the defaulting party has received from the nondefaulting party written notice specifying the event or events that, if not cured would constitute an Event of Default, and such Event of Default has not been cured. This period may be extended (in writing only, and only by the nondefaulting party in its sole discretion) for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the other party.

Section 17. Regulatory Requirements. Notwithstanding anything to the contrary set forth in this Agreement, Licensee shall maintain ultimate control over the Corporation's / Station's facilities, including, specifically, control over the Corporation's / Station's finances, personnel and programming, and shall be solely responsible for the management, operation and regulatory compliance of the Corporation's / Station's, and Broker shall not exercise any control over the day-to-day operations of the Corporation's / Station's.

Section 18. Payola/Plugola. In accordance with the Communications Laws, neither Broker nor its employees, agents, consultants or personnel shall accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, without limitation, 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.

Section 19. Force Majeure. Any failure or impairment of the Corporation's / Station's facilities, or any delay or interruption in the broadcast of programs or failure to furnish facilities for broadcast in whole or part beyond Licensee's control, will not constitute a breach of this Agreement and Licensee will not be liable thereby to Broker except to the extent, in each instance, of allocating a *pro rata* credit against the monthly fee in Section 8 equivalent to the duration of Broker's programming not broadcast. In the event of a prolonged failure or impairment of the Corporation's / Station's facilities during the Term hereof, the parties agree to cooperate and to use their respective best efforts, including making appropriate filings with the FCC, to restore the Corporation's / Station's to full operation at the earliest practicable time.

Section 20. Notices. All notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be given by hand delivery, by prepaid registered or certified mail with return receipt requested, by an established national overnight courier providing proof of delivery for next business day delivery, or by facsimile, addressed as follows:

If to Licensee: John Cooper
 4181 W. King St #63.
 Burbank, California 91505
 Facsimile No.: 323-876-1682

With a copy (which shall not constitute notice) to: Lawrence Bernstein
 Law Offices of Lawrence Bernstein
 1818 N Street, NW
 Suite 700
 Washington, D.C. 20046
 Facsimile: (202) 331-9306

If to Broker: LAZER BROADCASTING CORPORATION
 200 S. A St. Suite 400
 Oxnard, California 93030
 (805) 240-2070 Office

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

 Facsimile: _____

The date of any such notice and service thereof shall be deemed to be (i) the date of delivery if hand-delivered or delivered by overnight courier, (ii) the date of delivery as indicated on the return receipt if dispatched by mail, or (iii) the date of facsimile transmission as indicated on the facsimile transmission report, provided that any facsimile transmission shall not be effective unless a paper copy is sent by overnight courier on the date of the facsimile transmission. Any party may change its address for notices by notice to the others given pursuant to the requirements.

Section 21 No Agency. No agency relationship between the parties shall be expressed or implied by the terms of this Agreement, nor shall this Agreement be construed to create a partnership or joint venture between the parties. Licensee shall not hold itself out as an agent or partner with Broker, and Broker shall not hold itself out as an agent or partner with Licensee. All contracts for the sale of airtime, purchase orders, agreements, sales materials and similar documents produced or executed by Broker shall be executed in the name of Broker, and not on behalf of Licensee or the Corporation's / Station's, and Broker shall not represent that it is the licensee of the Corporation's / Station's.

Section 22. No Joint Venture. The parties agree that nothing herein shall constitute a joint venture or partnership between Licensee and Broker. The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that no party shall obtain any ownership interest in any other party's intellectual property by virtue of this Agreement.

Section 23. Further Assurances. Each party shall execute and deliver such additional documents and take further actions as are reasonably necessary for the purposes of carrying out this Agreement.

Section 24. Assignment. Broker or Licensee may assign this Agreement with the prior written consent of the other party hereto (which consent shall not be unreasonably withheld).

Section 25. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 26. Entire Agreement. This Agreement (and any schedules or exhibits hereto) constitute the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings related to the matters provided for herein.

Section 27. Amendment. This Agreement may be modified or amended only in a writing signed by the parties hereto.

Section 28. Waiver. No waiver by any party hereto of a breach by another party hereto of any provision of this Agreement shall be deemed to constitute a waiver of any proceeding or subsequent breach of the same provision or any other provision.

Section 29. Headings. The headings set forth in this Agreement are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.

Section 30. Governing Law. The construction and performance of this Agreement shall be governed by the Communications Laws and the laws of the State of California, without regard to its conflict of laws principles.

Section 31. Certifications.

(a) Licensee hereby certifies that it maintains ultimate control over the Corporation's / Station's facilities, including, specifically, control over the Corporation's / Station's finances, personnel and programming.

(b) Broker hereby certifies that this Agreement complies with the provisions of paragraph (a) of Section 73.3555 of the FCC's rules and regulations.

Section 32. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

Section 33. No Third-party Rights. Nothing in this Agreement shall be deemed to create any right on the part of any person or entity not a party to this Agreement.

Section 34. Public Announcements. No public announcement (including an announcement to employees) or press release concerning the transactions provided for herein shall be made by any party without the prior written approval of the other party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized officer as of the date first written above.

LICENSEE:

AURORA COMMUNICATIONS CORP.

By: _____

Name/Title: John Cooper / President

BROKER:

LAZER BROADCASTING CORPORATION'S /

STATION'S

By: _____

Name/Title: Alfredo Placentia / President