

## LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (this “*Agreement*”), made as of the 28<sup>th</sup> day of February, 2001, is among The Z-Spanish Trust, a California trust, The Z-Spanish II Trust, a California trust, jointly and severally for all purposes under this Agreement (collectively, “*Licensee*”), and Wolfhouse Radio Group, Inc., a California corporation (“*Programmer*”).

Licensee is the licensee of radio broadcast stations KZSL(FM), King City, KHNZ(FM), Soledad, and KTGE(AM), KCTY(AM), KHMZ(FM) and KRAY-FM, Salinas, California, (collectively, the “*Stations*”), pursuant to licenses issued by the Federal Communications Commission (the “*FCC*”).

Programmer and Licensee are negotiating the final terms of an Asset Purchase Agreement (the “*Purchase Agreement*”) by which Licensee will sell and Programmer will acquire substantially all of the assets used in the operation of the Stations on the terms to be set forth therein.

Pending execution and consummation of the Purchase Agreement, Programmer has agreed to provide programming, sales and certain other services to the Stations in accordance with procedures and policies approved by the FCC as more particularly set forth in this Agreement. All capitalized terms used in this Agreement without definition shall have the meanings given such terms in the Purchase Agreement.

Therefore, intending to be legally bound, the parties agree as follows:

### **ARTICLE 1** **SALE OF TIME**

**1.1. Broadcast of Programming.** During the Term, as defined below, Licensee shall make available exclusively to Programmer broadcast time on the Stations for the broadcast of Programmer’s programs (the “*Programming*”) for up to One Hundred Sixty-Eight (168) hours per week per Station except for: (a) downtime occasioned by routine maintenance consistent with prior practice; and (b) up to one hour per week per Station at times mutually-agreeable to Licensee and Programmer, during which time Licensee may broadcast additional programming designed to address the concerns, needs and issues of the Station’s listeners (“*Licensee’s Public Service Programming*”) (such time to be used for Programmer’s programs is collectively referred to herein as the “*LMA Hours*”).

**1.2. Term.** The term of this Agreement (the “*Term*”) shall be for the period commencing on March 1, 2001 (the “*Commencement Date*”) and expiring on the earlier of: (a) the Closing under the Purchase Agreement; (b) termination of the Purchase Agreement in accordance with Section 12.1 thereof; and (c) termination of this Agreement pursuant to **Article 6**.

**1.3. Force Majeure Events.** Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming that is due to acts of God, strikes or threats thereof, or any other causes beyond Licensee's control (collectively, "*Force Majeure Events*") shall not constitute a breach of this Agreement.

**1.4. Payments.** Programmer shall pay to Licensee the Monthly Fee and reimburse Licensee for certain expenses as set forth on Schedule 1.4 for the rights granted under this Agreement. In the event that, during the LMA Hours, Licensee preempts, deletes, delays, suspends, cancels or fails to broadcast any of the Programming on the Station for which Programmer provided such Programming and/or causes any of the Programming to be broadcast in a daypart other than the daypart for which Programmer provided such Programming (collectively, a "*Preemption*"), Programmer shall receive a credit equal to (a) a *pro rata* portion (determined by comparing the hours of Programming not carried in any given calendar month to the total hours of Programming presented by Programmer for carriage) of the total of the Monthly Fee plus the amount of reimbursed expenses paid for the broadcast of the Programming pursuant to Schedule 1.4 for the month in which such Preemption occurred; and (b), unless the Preemption is caused by a Force Majeure Event, any actual loss of advertising revenue with respect to any advertising that was presented by Programmer but was not carried by Licensee that Programmer cannot, after good faith efforts to do so (without obligating Programmer to pay money with respect to any such advertising not carried by Licensee), reschedule for broadcast at another time. Notwithstanding the foregoing, if the Preemption is caused by a Force Majeure Event, Programmer shall only receive a credit for the *pro rata* portion of Monthly Fee and expenses, as set forth in subsection (a) above. Any such credit shall be applied to the total amount due by Programmer at the end of the Term.

**1.5. Advertising and Programming Revenues.** During the Programming it delivers to the Stations, Programmer shall have full authority to sell for its own account commercial time on the Stations and to retain all revenues and all accounts receivable arising from or relating to the Programming, including promotion-related revenues. Programmer may sell such advertising in combination with the sale of advertising on any other broadcast stations of its choosing. Licensee may sell, or permit others to sell, advertising on the Stations only during Licensee's Public Service Programming.

## **ARTICLE 2**

### **PROGRAMMING AND OPERATING STANDARDS**

**2.1. Nature of the Programming.** The Programming will consist of a broadcast format which will include news and public service programming. Licensee acknowledges that Programmer has provided a description of the nature of the Programming to be produced by Programmer and Licensee has determined that the broadcasting of the Programming on the Stations will serve the public interest.

**2.2. Right to Use the Programming.** The ownership of and all rights to use the Programming produced by Programmer and to authorize its use in any manner and in any media whatsoever shall be at all times be vested solely in Programmer except as specifically authorized by this Agreement.

**2.3. Obligations and Rights of Licensee.** Licensee shall be ultimately responsible for the control of the day-to-day operations of the Stations and for complying with the rules, regulations and policies of the FCC (the “*Rules*”) promulgated under the Communications Act of 1934, as amended (the “*Act*” and, together with the Rules, the “*FCA*”), with respect to: (a) the staffing and maintenance of the Stations’ main studios (the “*Main Studios*”); (b) the carriage of political advertisements and programming (including the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (c) the broadcast and nature of public service programming; (d) the maintenance of political and public inspection files and the Stations’ logs; (e) the ascertainment of issues of community concern; (f) the preparation of all quarterly issues/programs lists; and (g) the preparation and filing with the FCC of all required material with respect to the Stations, including the Stations’ Annual Ownership Report.

**2.3.1. Licensee’s Right to Reject Programming.** Licensee shall retain the right to accept or reject any Programming or advertising announcements or material which Licensee in its good faith, reasonable judgment deems contrary to the FCA. Licensee reserves the right to refuse to broadcast any Programming containing matter that Licensee reasonably in good faith believes to be, or that Licensee reasonably in good faith believes may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Stations to be, violative of any right of any third party or indecent or obscene. Licensee may take any other actions necessary to ensure the Stations’ operation complies with the laws of the United States, the State of California, and the FCA (including the prohibition on unauthorized transfers of control). If, in the good faith, reasonable judgment of Licensee or its General Manager, any portion of the Programming presented by Programmer does not meet the requirements of **Section 2.4.1**, Licensee may suspend, cancel or refuse to broadcast any such portion of the Programming without reduction or offset in the payments due Licensee under this Agreement. Licensee expressly agrees that its right to reject or preempt any of the Programming shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee.

**2.3.2. Licensee’s Right to Preempt Programming for Special Events.** Licensee shall have the right, in its reasonable, good faith judgment, to preempt any of the broadcasts of the Programming in order to broadcast a program deemed by Licensee, in its sole discretion, to be of greater national, regional or local interest, and to use part or all of the hours of operation of the Stations for the broadcast of events of special importance. In all such cases, Licensee will use its best efforts to give Programmer reasonable advance notice of its intention to preempt any regularly scheduled Programming. Licensee expressly agrees that its right to reject or preempt any of the Programming shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee.

**2.3.3. Maintenance and Repair of Transmission Facilities.** Licensee shall maintain the Stations' transmission equipment and facilities, including the antenna, transmitter and transmission line, and, shall provide for the delivery of electrical power to the Stations' transmitting facilities at all times in order to permit operation of the Stations. Licensee shall undertake such repairs as are necessary to maintain full-time operation of the Stations with their respective maximum authorized facilities as expeditiously as possible following the occurrence of any loss or damage preventing such operation. In the event that the main antenna of any Station is inoperative, Licensee shall, to the extent such facilities are available, broadcast the Programming by operation of the Station's auxiliary antenna until the main antenna is returned to service.

**2.3.4. Main Studio.** Licensee shall maintain the Main Studios in the manner required under the FCA.

**2.3.5. Compliance with FCC Technical Rules.** Licensee shall designate and pay at its expense a qualified Chief Operator for the Stations who shall be responsible for maintaining the transmission facilities of the Stations and who shall be responsible for ensuring compliance by the Stations with the technical operating and reporting requirements established by the FCC.

**2.3.6. Stations' Call Signs.** If requested by Programmer, Licensee shall cooperate with Programmer to change the call sign of any of the Stations in the manner requested by Programmer. Programmer shall reimburse Licensee for any legal costs and FCC filing fees incurred in connection with such change. If the call sign of any Station is changed at the request of Programmer and this Agreement is subsequently terminated, or the Term of this Agreement expires, without the Purchase Agreement having been consummated, Licensee will cooperate, if requested by Programmer, in assigning the call sign of such Station to another station in the manner designated by Programmer and requesting a new call sign for such Station.

## **2.4. Obligations and Rights of Programmer.**

**2.4.1. Compliance with Laws and Station Policies.** All Programming shall conform in all material respects to all applicable provisions of the FCA, all other laws or regulations applicable to the broadcast of programming by the Stations, and the standards set forth in Schedule 2.4.1. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee of any Station.

**2.4.2. Cooperation with Licensee.** Programmer, on behalf of Licensee, shall furnish within the Programming all station identification announcements required by the FCA, and shall, upon request by Licensee, provide to Licensee information with respect to any of the Programming which is responsive to the public needs and interests of the area served by the Stations to assist Licensee in the preparation of any required programming reports and will provide upon request other information to enable Licensee to prepare other records, reports and

logs required by the FCC or other local, state or federal governmental agencies. Programmer shall deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the Stations pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the Rules, and agrees that, when presenting to Licensee for broadcast on the Stations sponsored programming addressing political issues or controversial subjects of public importance, Programmer will do so in accordance with the provisions of Section 73.1212 of the Rules. Programmer shall consult with Licensee and adhere to all applicable provisions of the FCA, as announced from time to time, with respect to the carriage of political advertisements and programming (including the rights of candidates and, as appropriate, other parties, to equal opportunities) and the charges permitted for such programming or announcements.

**2.4.3. Payola and Plugola.** Programmer shall at all times endeavor in good faith to comply with the requirements of Sections 317 and 507 of the Act.

**2.4.4. Handling of Communications.** Programmer shall provide Licensee with the original or a copy of any correspondence, including appropriate e-mail if applicable, from a member of the public relating to the Programming to enable Licensee to comply with the FCA, including with regard to maintenance of the public inspection file. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including invoices, billing inquiries, checks, money orders, wire transfers or other payments for services or advertising.

**2.4.5. Use of Licensee's Facilities.** When Programmer originates the Programming from any place other than the Main Studios, Programmer shall be solely responsible for delivering the Programming to the Stations' respective transmitter sites for broadcast on the Stations. In the event that Programmer needs to obtain a studio transmitter link or similar FCC authorization to facilitate Programmer's delivery of the Programming to the Stations' transmitter sites from any place other than the Main Studios, Licensee agrees that it shall cooperate reasonably with Programmer to file any required application for such authority with the FCC. If any of the studio facilities and equipment of Licensee are used by Programmer, Programmer shall have full responsibility for the care and maintenance of such facilities and equipment utilized. Except for remote broadcasts in the ordinary course of business, none of Licensee's equipment of property shall be removed from the Main Studios or other present location of such property without the prior written permission of Licensee, which shall not be unreasonably withheld.

**ARTICLE 3**  
**RESPONSIBILITY FOR EMPLOYEES AND EXPENSES**

**3.1. Licensee's Responsibility for Employees and Expenses.** Licensee will employ a full-time General Manager for its Stations (who may or may not also be the designated Chief Operator), who shall report and be solely accountable to Licensee and shall direct the day-to-day operations of the Stations, and a staff-level employee who shall report to and assist the manager in the performance of his or her duties, so as to comply with applicable FCC staffing requirements. Licensee will be responsible for the salaries, taxes, insurance and related costs for these employees. Subject to later reimbursement as provided in Schedule 1.4, Licensee shall be responsible for the timely payment of the following expenses: (a) lease and/or mortgage payments for the Main Studios and transmitter sites and all taxes and other costs incident thereto; (b) all FCC regulatory fees; (c) real estate and personal property taxes; (d) utility costs (telephone, electricity, etc.) relating to the existing transmitting site, transmitter and antennas, and Licensee's expenses under ASCAP, SESAC and BMI licenses, as required by such organizations; (e) maintenance and repair costs with respect to the transmitting equipment of the Stations; and (f) all other reasonable and necessary payments related to the continued operation of the Stations incurred by Licensee which are not paid directly by Programmer.

**3.2. Programmer's Responsibility for Employees and Expenses.** Programmer shall be responsible for the artistic personnel and material for the production of the Programming to be provided under this Agreement, and shall provide transmitter duty operators for the operation of the Stations when the Programming is broadcast. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel used in fulfillment of its rights and obligations under this Agreement. Programmer shall pay for all costs associated with production of the Programming and listener responses, including telephone costs, fees to ASCAP, BMI and SESAC relating to the Programming, any other copyright fees, and all other costs or expenses attributable to the Programming that is delivered by Programmer and broadcast on the Stations. Programmer shall pay all maintenance and repair costs for any of Licensee's studio equipment used by Programmer in the production of the Programming. Programmer shall maintain at its expense commercially reasonable coverage for broadcaster's liability insurance, worker's compensation insurance and commercial general liability insurance with reputable insurance companies reasonably acceptable to Licensee.

**3.3. No Third Party Beneficiary Rights.** No provisions of this Agreement shall create any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Licensee in respect of continued employment (or resumed employment) with Licensee or with Programmer or in respect of any other matter.

**ARTICLE 4**  
**INDEMNIFICATION**

**4.1. Indemnification.** From and after the Commencement Date, Licensee and Programmer shall each indemnify, defend, protect and hold harmless the other and their members, managers, owners and affiliates (the “*Indemnitees*”) from and against all claims, damages, costs and expenses, including interest, penalties, court costs and reasonable attorneys’ fees and costs (collectively, “*Claims*”), that are proximately caused by: (a) any programming provided by such party for broadcast on the Stations; (b) any breach by such party of representation, warranty, covenant or other agreement contained in this Agreement; or (c) the conduct or negligence of such party, its employees or agents in fulfilling its obligations under this Agreement. Without limiting the preceding sentence, Licensee shall indemnify and hold Programmer and its Indemnitees harmless from and against, and Programmer will indemnify and hold Licensee and its Indemnitees harmless from and against, liability with respect to matters arising from or relating to any programming produced or supplied by such party, including liability for libel, slander, infringement of copyright or other intellectual property, violation of rights of privacy or proprietary rights, and for any claims of any nature, including fines imposed by the FCC, as a result of the broadcast on the Stations of any programming produced or supplied by such party, including any programming which the FCC determines was in violation of any Rules relating to lotteries or games of chance, obscenity or indecency, broadcast hoaxes or the adequacy of sponsorship identification.

**4.2. Procedure for Indemnification.** The procedure for indemnification shall be as set forth in Section 11.3 of the Purchase Agreement.

**4.3. Limitation on Indemnification.** Programmer and Licensee acknowledge that the Trustee of the Trusts that are the licensee of the Stations has assumed the duties of Trustee as an accommodation to the beneficial owners of the Trusts and for nominal compensation. In recognition thereof, notwithstanding any other provision of this Agreement or any statute or principal of common law, Programmer and Licensee each respectively agrees that it will not assert any claim, damages, costs or expenses or file any action of any kind or nature that might otherwise arise from the indemnification provisions hereof, any breach of representation, warranty, covenant or other obligation contained in this Agreement, or any other cause arising from this Agreement or any related transaction agreement or a party’s performance thereof, against the Trustee, whether as Trustee or individually or in any personal capacity. Any claim, damages, costs or expenses or file any action of any kind or nature that might otherwise arise from the indemnification provisions hereof, any breach of representation, warranty, covenant or other obligation contained in this Agreement, or any other cause arising from this Agreement or any related transaction agreement or a party’s performance thereof, asserted by Programmer hereunder shall be asserted solely against the Trusts, and any claim, damages, costs or expenses or file any action of any kind or nature that might otherwise arise from the indemnification provisions hereof, any breach of representation, warranty, covenant or other obligation contained in this

Agreement, or any other cause arising from this Agreement or any related transaction agreement or a party's performance thereof, asserted by the Trusts hereunder shall be asserted solely against Programmer. Programmer and Licensee each respectively hereby agrees to indemnify, defend and hold harmless the Trustee from any costs, fees or expenses, including reasonable attorney's fees, arising from a breach by it of the covenants contained in this Section 4.3.

**4.4. Survival of Representations, Warranties and Covenants.** The representations, warranties, covenants, indemnities and agreements contained in this Agreement or in any document or instrument delivered pursuant to this Agreement are and will be deemed and construed to be continuing and shall survive any termination or expiration of this Agreement for the longer of (a) a period of 18 months after termination or expiration of this Agreement; and (b) expiration of the statute of limitations for any action brought by a third party against a party to this Agreement for actions taken by the other party to this Agreement during the Term. No Claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such Claim is given prior to such expiration, except as would otherwise be permitted under Section 11.4 of the Purchase Agreement. Any investigation by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, covenant or agreement contained in this Agreement.

## **ARTICLE 5**

### **EVENTS OF DEFAULT AND CURE PERIODS**

**5.1. Events of Default.** The following shall, after the expiration of the applicable cure periods as set forth in **Section 5.2**, each constitute an Event of Default under this Agreement:

**5.1.1. Non-Payment.** Programmer's failure to pay the reimbursable expenses when due pursuant to Schedule 1.4.

**5.1.2. Default in Covenants or Adverse Legal Action.** Any party (a) defaults in the performance of any material covenant, condition or undertaking contained in this Agreement or the Purchase Agreement, (b) makes a general assignment for the benefit of creditors, or (c) files or has filed against it a petition for bankruptcy, reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' 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 60 days thereafter.

**5.1.3. Breach of Representation.** Any material representation or warranty made by either party in this Agreement or the Purchase Agreement, or in any certificate or document furnished by either party to the other pursuant to the provisions of this Agreement or the Purchase Agreement, proves to have been false or misleading in any material respect as of the time made or furnished.

**5.2. Cure Periods.** Except as provided herein, an Event of Default shall not be deemed to have occurred until 20 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 actions necessary to cure the default(s) 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 and such delay is not materially adverse to the other party. For a default in payment as required pursuant to Schedule 1.4, an Event of Default shall not be deemed to have occurred until seven business days after Licensee has provided Programmer with written notice of non-payment. The cure period for a failure by Programmer to supply the Programming for broadcast by the Stations shall be two business days from the giving of written notice by Licensee.

## **ARTICLE 6**

### **TERMINATION**

**6.1. Termination Upon Default.** Upon the occurrence of an Event of Default under this Agreement, the non-defaulting party may terminate this Agreement, provided that it is not also in material default of this Agreement or the Purchase Agreement, and may seek such remedies at law and equity as are available, including specific performance. If Programmer has defaulted in the performance of its obligations, all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable.

**6.2. Programmer's Termination Option.** Programmer may terminate this Agreement at any time during the Term in the event that: (a) Licensee preempts, cancels, delays or substitutes other programming for the Programming during ten percent or more of the total number of LMA Hours for any Station during any calendar month; or (b) one or more *Force Majeure* Events prevent the operation of any Station for a period of six or more consecutive days. In the event that Programmer elects to terminate this Agreement under this **Section 6.2**, Programmer shall provide Licensee with written notice not less than 20 days prior to the effective date of termination. Upon termination, all sums accrued or owing to Licensee by Programmer shall be paid, and neither party shall have any further liability to the other except as may be available under **Sections 6.4, 6.5 and/or 6.6**.

**6.3. Termination for Change in Governmental Rules or Policies.** The parties believe that the terms of this Agreement meet all of the requirements of current federal governmental policy, including that of the FCC, for time brokerage or local marketing agreements, and agree that they shall negotiate in good faith to meet any governmental concern with respect to this Agreement. If the parties cannot agree within a reasonable time to modification(s) deemed necessary by either party to meet such governmental requirements, either party may terminate this Agreement upon written notice to the other.

**6.4. Termination Upon Failure to Execute the Purchase Agreement.** In the event that the Purchase Agreement is not executed by April 1, 2001, either party may terminate this Agreement upon 30 days' prior written notice to the other.

## **6.5. Certain Matters Upon Termination or Expiration.**

**6.5.1.** If this Agreement is terminated, or the Term of this Agreement expires, for any reason other than the occurrence of the Closing under the Purchase Agreement, Licensee shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities, and Programmer shall have no further obligations to make any payments to Licensee under Schedule 1.4 attributable to any period after the effective date of termination. Programmer shall be solely responsible for all of its liabilities, debts and obligations to third parties incident to Programmer's purchase of broadcast time under this Agreement, including accounts payable, barter agreements, and unaired advertisements, but not for Licensee's federal, state, and local tax liabilities associated with Programmer's payments to Licensee under Schedule 1.4. So long as this Agreement is not terminated, or the Term of this Agreement does not expire, as a result of a breach by Programmer, Licensee agrees that it will cooperate reasonably with Programmer to discharge in exchange for reasonable compensation any remaining obligations of Programmer in the form of air time following the effective date of termination.

**6.5.2.** The parties agree to prorate any overlapping expenses and income with respect to the Stations after the effective date of termination or expiration in accordance with the principle that Programmer is responsible for certain expenses, as set forth in **Article 3**, and entitled to all income relating to periods prior to such effective date and Licensee shall be responsible for such expenses and entitled to all income on and after such date. To the extent practicable, such prorations shall be completed within 30 days after the effective date of termination or expiration of this Agreement.

**6.5.3.** Programmer shall return to Licensee any equipment or property of the Stations used by Programmer, its employees or agents, in substantially the same condition as such equipment existed on the Commencement Date, ordinary wear and tear excepted.

**6.6. Liability for Prior Conduct.** No expiration or termination of this Agreement shall limit or impair any party's rights to receive or make payments due and owing in accordance with this Agreement on or before the date of such expiration or termination.

**6.7. Legal Fees and Costs.** In the event any action or proceeding is commenced by either party to enforce the provisions of this Agreement or to seek remedies for a breach or wrongful termination of this Agreement, the prevailing party in such an action or proceeding shall be entitled to the award of its reasonable legal fees and costs incurred in and relating to such an action or proceeding.

## **ARTICLE 7**

### **REPRESENTATIONS AND WARRANTIES OF PROGRAMMER**

**7.1. Representations and Warranties of Programmer.** Programmer hereby represents and warrants that:

**7.1.1. Organization and Standing.** Programmer is a corporation duly formed, validly existing and in good standing under the laws of the State of California.

**7.1.2. Authorization and Binding Obligation.** Programmer has all necessary power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The Agreement has been duly and validly authorized by all necessary action on Programmer's part, and this Agreement has been duly executed and delivered by Programmer and constitutes its valid and binding obligation enforceable against Programmer in accordance with its terms.

**7.1.3. Absence of Conflicting Agreements or Required Consents.** The execution, delivery and performance of this Agreement by Programmer: (a) do not and will not violate any provisions of Programmer's organizational documents; (b) do not and will not require the consent or approval of or any filing with any third party or governmental authority, other than the FCC; (c) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of, or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Programmer is subject.

## **ARTICLE 8** **CERTIFICATIONS**

**8.1. Programmer's Certification.** Programmer hereby certifies that this Agreement complies with the provisions of Section 73.3555(a) of the Rules.

**8.2. Licensee's Certification.** Licensee hereby certifies that it shall maintain the ultimate control over the Stations' facilities, including control over the finances with respect to operation of the Stations, over their personnel, and over the programming to be broadcast by the Stations.

## **ARTICLE 9** **MISCELLANEOUS**

**9.1. Amendment and Waiver.** No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement shall operate as a

waiver thereof, nor shall any single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce such a right or power preclude any other or further exercise thereof or the exercise of any other right or power.

**9.2. Remedies Cumulative.** The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

**9.3. Governing Law; Waiver of Jury Trial.** The governing law and the parties' waiver of trial by jury shall be as set forth in Section 14.6 of the Purchase Agreement.

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

**9.5. Benefit.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**9.6. 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.

**9.7. 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.

**9.8. Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in made accordance with Section 14.9 of the Purchase Agreement.

**9.9. Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**9.10. Miscellaneous Terms.** The term "*or*" is disjunctive; the term "*and*" is conjunctive. The term "*shall*" is mandatory; the term "*may*" is permissive. Masculine terms apply to females; feminine terms apply to males. The term "*includes*" or "*including*" is by way of example and not limitation. Unless specified otherwise, references herein to sections, articles or schedules are references to sections, articles or schedules of this Agreement.

[Signature page follows immediately]

IN WITNESS WHEREOF, the parties hereto have caused this Local Marketing Agreement to be duly executed as of the date first written above.

**THE Z-SPANISH TRUST**

By: \_\_\_\_\_  
Charles Giddens  
Trustee

**THE Z-SPANISH II TRUST**

By: \_\_\_\_\_  
Charles Giddens  
Trustee

**WOLFHOUSE RADIO GROUP, INC.**

By: \_\_\_\_\_  
Hector Villalobos  
President

## **SCHEDULE 1.4 PAYMENT SCHEDULE**

Programmer shall pay Licensee a monthly fee of \$XXXXXXX (the “*Monthly Fee*”), subject to a *pro rata* adjustment for any partial month and subject to credits as provided in **Section 1.4** for any Programming not broadcast as provided. If this Agreement is terminated pursuant to consummation of the Purchase Agreement, such fees shall be payable in full at the Closing. If this Agreement is terminated, or the Term of this Agreement expires, other than pursuant to consummation of the Purchase Agreement, such fees shall be payable in full within 5 business days after termination or expiration of this Agreement.

In addition to the Monthly Fee, Programmer shall promptly reimburse Licensee for the expenses of the Stations, for which Licensee is making direct payments, relating to the following:

- (a) Lease payments relating to the Stations’ transmitter sites.
- (b) Provision for the delivery of electrical power to the Stations’ transmitting facilities.
- (c) Utility costs (telephone, water, etc.) relating to the Stations’ transmitting sites, transmitters and antennas and, to the extent used by Programmer, relating Stations’ studio facilities.
- (d) Licensee’s expenses under ASCAP, SESAC and BMI licenses, as required by such organizations.
- (e) Licensee’s insurance expenses with respect to the Stations’ property, operation and equipment (except that Programmer shall reimburse Licensee for insurance expenses relating to Licensee’s studio facilities only to the extent such facilities are used by Programmer).
- (f) Licensee’s expenses with respect to routine, scheduled maintenance of the Station Assets.

For each such expense, Licensee shall deliver a statement in reasonable detail with back-up documentation evidencing payment, and Programmer shall pay Licensee such expenses within 10 business days of receipt of such statement.

## **SCHEDULE 2.4.1 PROGRAM STANDARDS**

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

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

2. Required Announcements. Programmer shall broadcast an announcement in a form satisfactory to Licensee at the beginning of each hour to identify each Station, and any other announcement that may be required by law, regulation or the Stations' policies.

3. Indecency, Hoaxes. No programming violative of applicable laws and rules concerning indecency or hoaxes will be broadcast over the Stations.

4. Credit Terms Advertising. Pursuant to rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Stations in accordance with all applicable federal and state laws.

5. No Plugola or Payola. The broadcast of any material for which any money, service or other valuable consideration is directly or indirectly paid, promised to or accepted by, Programmer from any person is prohibited, unless at the time of such broadcast an announcement is made that the programming is paid for or furnished by such third person. Programmer shall advise Licensee's General Manager with respect to any programming, including commercial material, concerning goods or services in which Programmer has a material financial interest.

6. Licensee's Discretion Paramount. In accordance with Licensee's responsibility under the FCA, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over any Station which is in conflict with such Station's policy or which, in the good faith, reasonable judgment of Licensee would be contrary to the FCA.

Licensee may waive any of the foregoing regulations in specific instances if, in its reasonable opinion, good broadcasting in the public interest will be served thereby.