

TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement (this "Agreement") is entered into as of the 7th day of November 2003, by and between Jefferson-Pilot Communications Company of California, a North Carolina corporation ("Programmer"), and North County Broadcasting Corporation, a California corporation ("Licensee").

RECITALS

A. Licensee is the licensee of radio broadcasting Station KFSD-FM, Escondido, California (the "Station"), pursuant to a license issued by the Federal Communications Commission ("FCC").

B. Licensee has available broadcasting time on the Station, and is engaged in the business of radio broadcasting on the Station. Programmer desires to avail itself of the broadcast time of the Station for the presentation of programming services, including the sale of advertising time, in accordance with procedures and policies approved by the FCC.

C. Programmer and Licensee have entered into that certain Asset Purchase Agreement dated contemporaneously herewith (the "Agreement") pursuant to which Licensee has agreed to sell and Programmer has agreed to purchase the assets of the Station.

For and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. SALE OF TIME

1.1 Broadcast of Programming. During the Term, as defined below, Licensee shall consult with Programmer regarding the operation of the Station and make available broadcast time on the Station for the broadcast of Programmer's programs (the "Programming") for up to One Hundred Sixty-Eight (168) hours per week except for: (a) downtime occasioned by routine maintenance consistent with prior practice, provided Licensee shall provide Programmer written notice of any such downtime at least 48 hours in advance (except when emergency conditions do not permit such notice) and shall use best efforts to minimize the impact, frequency and duration of any such suspension; (b) up to two hours per week at times mutually agreeable to Licensee and Programmer (other than between the hours of 12 midnight and 5 a.m.) during which time Licensee may broadcast programming designed to address the concerns, needs and issues of the Station's listeners ("Licensee's Public Service Programming"); (c) times when Programmer's programs are not accepted or are preempted by Licensee in accordance with Section 2.3.1 or Section 2.3.2 or because such Programming does not satisfy the standards of Section 2.4.1; and (d) Force Majeure Events, as defined in Section 1.5 (collectively, the "TBA Hours").

1.2 Term. The term of this Agreement (the "Term") shall commence at 3:00 p.m., Pacific time, on November 10, 2003 (the "Effective Date") and terminate upon the earlier to occur of (a) the Closing as defined in the Purchase Agreement; or (b) the date specified in the Purchase Agreement as the latest date for closing.

1.3 Payments. Programmer shall pay to Licensee for consultation and broadcast of the Programming during the Term the fees set forth in Schedule 1.3. Should Programmer fail to timely make any payment hereunder, Licensee has the right to terminate this Agreement on the tenth day following Programmer's receipt of written notice from Licensee provided such failure continues uncured. If Licensee preempts, deletes, delays, suspends, cancels or fails to broadcast any of the Programming other than during the TBA Hours as described in Section 1.1, Programmer shall receive a credit equal to the *pro rata* portion of the fees paid for the broadcast of the Programming pursuant to this Section 1.3 for the month in which such preemption, deletion, delay, suspension, cancellation or failure to broadcast occurs; provided, however, no such credit shall be owed until the period of suspension exceeds, in any four week period, 60 minutes (which need not be consecutive) and then in such case the credit shall apply to the entire period of the suspension, but only result in one credit. Any such credit shall be applied to the fee due immediately following the calendar month during which such preemption, deletion, delay, suspension, cancellation or failure to broadcast occurred.

1.4 Advertising and Programming Revenues. During the Term, Programmer shall have full authority to sell for its own account commercial time on the Station and to retain all revenues and all accounts receivable arising from or relating to the Programming, including, without limitation, promotion-related revenues. Programmer may sell such advertising in combination with the sale of advertising on any other broadcast stations.

1.5 Force Majeure Events. Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming or the unavailability of the facilities, in whole or in part, for broadcasting, due to acts of God, natural disaster, or act of public enemy or other similar causes beyond the reasonable control of Licensee (collectively, "Force Majeure Events"), shall not constitute a breach of this Agreement; provided that in any such case, Licensee will use its best efforts, including securing alternative transmission facilities, to resume the broadcast of the Programming from the main transmitter of the Station as quickly as the applicable circumstances will allow, and will use its best efforts to broadcast the Programming from any auxiliary transmitter or antenna that may be available to the Station.

2. PROGRAMMING AND OPERATING STANDARDS

2.1 Nature of the Programming. The Programming may include music, talk, news and public service programming, and simulcasting of stations owned by Programmer. Licensee acknowledges that Programmer has provided a description of the nature of the Programming to be provided by Programmer, and Licensee has determined that the broadcasting of the Programming on the Station will serve the public interest. Programmer may broker blocks of time to third parties.

2.2 Right to Use the Programming. The right 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.

2.3 Obligations and Rights of Licensee. Licensee shall be ultimately responsible for the control of the day-to-day operations of the Station and for complying with the FCC's rules, regulations and policies (the "Rules") with respect to (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (b) the

broadcast and nature of public service programming; (c) the maintenance of political and public inspection files and the Station's logs; (d) the ascertainment of issues of community concern; and (e) the preparation of all quarterly issues/programs lists. Licensee expressly agrees that its right to reject or preempt any of the Programming as provided herein shall occur only to the extent Licensee deems necessary to carry out its obligations as an FCC licensee not be exercised in an arbitrary manner or for the commercial advantage of Licensee. Licensee further agrees to provide, at the time of executing this Agreement, a complete list of all advertising, utility and vendor agreements then in effect.

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 reasonable, good faith judgment deems contrary to the Communications Act of 1934, as amended (the "Act"), and the Rules (together with the Act, the "FCA"). Licensee reserves the right to refuse to broadcast any Programming or advertising containing matter that Licensee reasonably and in good faith believes to be, or that Licensee reasonably and in good faith believes may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Station to be, violative of any applicable law or any right of any third party, a "personal attack" (as that term is defined by the FCC) or indecent or obscene. Licensee may take any other actions necessary to ensure the Station's operation complies with the laws of the United States, the laws of the State of California, the FCA (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. If in the reasonable, good faith judgment of Licensee, 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 or advertising without reduction or offset in the payments due Licensee under this Agreement.

2.3.2 Licensee's Preemption of Programming for Extraordinary News Events. Licensee may preempt the broadcasts of the Programming in order to broadcast programming of great public interest to communicate critical information regarding extraordinary news events. 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 and, in such event, Programmer shall receive a payment credit for the Programming so preempted as provided in Section 1.3.

2.3.3 Maintenance and Repair of Transmission Facilities. Licensee shall, maintain the Station's transmission equipment and facilities, including the antennas, transmitters and transmission line, and shall provide for the delivery of electrical power to the Station's transmitting facilities at all times in order to permit operation of the Station. Licensee shall undertake such repairs (a) as are necessary to maintain full-time operation of the Station with their maximum authorized facilities as expeditiously as possible following the occurrence of any loss or damage preventing such operation; and (b) as set forth in Schedule 3.6 of the Purchase Agreement prior to the Effective Date. In the event that the main transmission equipment of the Station is inoperative, Licensee shall, to the extent such facilities are available, broadcast the Programming by operation of emergency or auxiliary transmission equipment until the main transmission equipment is returned to service.

2.3.4 Main Studio. Licensee shall maintain and staff the main studio for the Station (the "Main Studio") at its present location in the manner required under the FCA.

2.3.5 Compliance with FCC Technical Rules. Licensee shall retain a qualified Chief Operator for the Station who shall be responsible for maintaining the transmission facilities of the Station and who shall be responsible for ensuring compliance by the Station with the technical operating and reporting requirements of the FCA.

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 and advertising by the Station, 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 the Station.

2.4.2 License to Use Call Sign and Trademarks. During the Term, except as otherwise provided in this Agreement, Licensee grants Programmer a non-exclusive right to use the Station's call sign and the service marks, trade marks, jingles, promotional materials and names set forth on Schedule 2.4.2 (collectively, the "Marks") in connection with and during the Programming. Programmer agrees that the nature and quality of all services rendered by it in connection with the Marks shall conform to reasonable quality standards set by and under the control of Licensee. If Licensee becomes aware of any fact which in its opinion indicates that Programmer is using the Marks in connection with programming which does not conform with Licensee's reasonable quality standards, Licensee may notify Programmer in writing of such facts and request that Programmer conform its use of the Marks to Licensee's reasonable quality standards. If Programmer does not conform its use of the Marks within five days after receipt of such notice, Licensee may terminate the license granted in the Marks upon written notice to Programmer. Programmer agrees to cooperate with Licensee to control the nature and quality of use of the Marks, to supply Licensee with audio tapes and uses of the Marks upon Licensee's reasonable request, and to use the Marks only in connection with quality programming services. Programmer further agrees to notify Licensee in writing of any legal action commenced against it which relates to the Marks or to the quality of the Programming, within 10 days of notice to Programmer of such action.

2.4.3 Cooperation with Licensee. Programmer, on behalf of Licensee, shall furnish with the Programming all Station identification announcements required by the FCA, and shall, upon request by Licensee, provide (a) information with respect to any of the Programming which is responsive to the public needs and interests of the areas served by the Station so as to assist Licensee in the preparation of any required programming reports; and (b) 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 maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection files of the Station 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 to broadcast sponsorship identification announcements for any programming addressing political issues or controversial subjects of public importance, in accordance with the provisions of Section 73.1212 of the Rules. Programmer shall consult with Licensee as provided in Schedule 2.4.1 and adhere strictly to all applicable provisions of the FCA, as announced from time to time, with respect to the carriage of political advertisements and political programming

(including, without limitation, the rights of candidates and, as appropriate, other parties, to "equal opportunities") and the charges permitted for such programming or announcements.

2.4.4 Payola and Plugola. Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the FCA. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times endeavor in good faith to comply with the requirements of Sections 317 and 507 and any other applicable sections of the FCA.

2.4.5 Handling of Communications. Programmer shall provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming to enable Licensee to comply with the requirements of the FCA, including those regarding maintenance of the public inspection file. Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programming unless Licensee has agreed to do so in writing. 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, without limitation, invoices, billing inquiries, checks, money orders, wire transfers, or other payments for services or advertising.

2.4.6 Use of Licensee's Main Studio. Programmer may use any of the facilities at the Station's Main Studio and any equipment of Licensee used for the Station during the Term 24 hours a day, seven days a week, at no extra charge. No material item of Licensee's equipment or property shall be removed from the Main Studio or other present location of such property. Any physical additions or improvements made by Programmer to the Main Studio or any other property of the Licensee (which shall be made only with the Licensee's consent) shall become property of the Licensee; provided any such property shall automatically be deemed part of the Transferred Assets as defined in the Purchase Agreement. When Programmer originates the Programming from any place other than the Station's Main Studio, Programmer shall be solely responsible for delivering the Programming to the Station's transmitter site for broadcast on the Station. 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 Station's transmitter site from any place other than the Main Studio, at the request of Programmer, Licensee shall cooperate with Programmer to file an application for such facilities, and Programmer will reimburse Licensee for all costs, including reasonable engineering and legal fees, related to obtaining such authorization.

3. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

3.1 Licensee's Responsibility for Employees and Expenses. Licensee will employ at least two persons at the Main Studio of the Station: a General Manager (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 Station, and a staff-level employee who shall report to and assist the General Manager in the performance of his or her duties. These two employees also may have duties related to Licensee's other stations. Licensee will be

responsible for the salaries, taxes, benefits, insurance and related costs and for any related EEO reports or programs required by the FCC for these employees. Whenever at the Main Studio or otherwise on the premises of the Station, Programmer's personnel shall be subject to the supervision and the direction of Licensee's General Manager and/or Licensee's Chief Operator, as designated by Licensee. Licensee shall be responsible for the timely payment of the following expenses: (a) lease and/or mortgage payments for the Main Studio 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 sites, transmitters and antennas; (e) Licensee's expenses with respect to Licensee's Public Service Programming under ASCAP, SESAC and BMI licenses, as required by such organizations from and after the Effective Date; (f) maintenance and repair costs on the transmitting equipment to the extent repaired pursuant to Section 2.3.3; and (g) all other reasonable and necessary payments related to the continued operation of the Station incurred by Licensee consistent with past practices 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 Station when the Programming is broadcast and during the broadcast of any of Licensee's Public Service Programming or any programming produced by Licensee under Section 2.3.2. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs and for any related EEO reports or programs required by the FCC 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, any other copyright fees, and all other costs or expenses attributable to the Programming that is delivered by Programmer for broadcast on the Station from and after the Effective Date. Programmer shall also pay all maintenance and repair costs for the studio and studio equipment used by Programmer in the production of the Programming.

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.

4. ASSIGNMENT AND ASSUMPTION OF CERTAIN AGREEMENTS RIGHTS AND OBLIGATIONS

4.1 Assumption of Obligations. Programmer expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Licensee of any nature whatsoever. Without limiting the foregoing, Programmer shall have no obligation to collect any of the Licensee's accounts receivable.

5. INDEMNIFICATION

5.1 Indemnification by Programmer. From and after the Effective Date, Programmer shall, subject to Section 5.2, indemnify, defend, protect and hold harmless Licensee and Licensee's affiliated companies, officers, directors, shareholders, and employees from and

against all claims arising from Programmer's use and operation of the Station. Without limitation of the generality of the preceding sentence, Programmer will indemnify and hold Licensee and Licensee's affiliated companies, officers, directors, shareholders and employees harmless from and against liability with respect to matters arising from or relating to the Programming, 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 Station of any of the Programming, including, without limitation, any programming which the FCC determines was in violation of any FCC rule, regulation or policy relating to lotteries or games of chance, obscenity or indecency, broadcast hoaxes, "personal attacks," or the adequacy of sponsorship identification.

5.2 Indemnification by Licensee. From and after the Effective Date, Licensee shall indemnify, defend, protect and hold harmless Programmer and Programmer's affiliated companies, officers, directors, shareholders, and employees from and against all claims arising from or related to the Station, except to the extent arising from Programmer's use and operation of the Station, and any liability or obligation of Licensee. Without limitation of the generality of the preceding sentence, Licensee will indemnify and hold Programmer and Programmer's affiliated companies, officers, directors, shareholders and employees harmless from and against liability with respect to matters arising from or relating to any agreement, undertaking or commitment binding upon or entered into by Licensee for broadcast time on the Station.

5.3 Survival of Representations, Warranties and Covenants. The representations, warranties, covenants, indemnities and agreements contained in this Agreement or in any certificate, document or instrument delivered pursuant to this Agreement are and will be deemed and construed to be continuing representations, warranties, covenants, indemnities and agreements and shall survive any termination or expiration of this Agreement for a period of five years after such termination or expiration. 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 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.

6. EVENTS OF DEFAULT AND CURE PERIODS

6.1 Events of Default. The following shall, after the expiration of the applicable cure periods as set forth in Section 6.2, each constitute an Event of Default under this Agreement:

6.1.1 Non-Payment. Programmer's failure to pay when due the fees payable under Schedule 1.3.

6.1.2 Default in Covenants. Programmer's or Licensee's material default in the observance or performance of any covenant, condition or agreement contained herein.

6.1.3 Breach of Representation. Programmer'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.

6.1.4 Failure to Provide Transmission of Signal. Licensee's failure to enable Programmer to broadcast consistent with the FCC Authorization for the station as provided in Section 2.3.3.

6.2 Cure Periods. An Event of Default shall not be deemed to have occurred until 10 days, in the case of an Event of Default under Sections 6.1.1 or 6.1.4 herein, or until 30 days, in the case of an Event of Default under Sections 6.1.2 or 6.1.3 herein, 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. This period may be extended for a reasonable period of time if the defaulting party is acting in good faith and with best efforts to cure such default and such delay is not materially adverse to the other party.

7. TERMINATION

7.1 Termination Upon Event of Default. Upon the occurrence of an Event of Default, either party may terminate this Agreement by written notice to other if the party seeking to terminate is not then in default or breach of this Agreement.

7.2 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 policies for agreements of this nature, and agree that they shall negotiate in good faith to meet any governmental concern with respect to this Agreement if they have incorrectly interpreted current governmental policy or if that policy is modified. If the parties cannot agree within a reasonable time to modification(s) deemed necessary by either party to meet applicable governmental requirements, either party may terminate this Agreement upon written notice to the other.

7.3 Termination Upon Termination of Purchase Agreement. If the Purchase Agreement is terminated due to an uncured default thereunder, then the party who elected to terminate the Purchase Agreement may by written notice to the other party terminate this Agreement. Either party may terminate this Agreement by written notice to the other party, such termination to be effective upon the delivery of such notice, if the Closing has not occurred by the date set forth in Section 14.1(c) of the Purchase Agreement.

7.4 Certain Matters Upon Termination

7.4.1. If this Agreement is terminated under Sections 7.1, 7.2 or 7.3, 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 1.3 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, without limitation, accounts payable, barter agreements, and unaired advertisements, but not for Licensee's federal, state, and local tax liabilities associated with Programmer's payments under Schedule 1.3. So long as this Agreement is not terminated as a result of a breach by Programmer and the Closing has not occurred, 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.

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

7.4.3. Attorneys' 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 attorneys fees and costs incurred in and relating to such an action or proceeding.

8. REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of Licensee. Licensee hereby represents and warrants that:

8.1.1 Organization and Standing. Licensee is a corporation duly formed, validly existing and in good standing under the laws of the State of California and has all necessary power and authority to own, lease and operate the assets of the Station and to carry on the business of the Station.

8.1.2 Authorization and Binding Obligation. Licensee has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Licensee's execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Licensee and constitutes its valid and binding obligation enforceable against Licensee in accordance with its terms.

8.1.3 Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by Licensee (a) do not and will not violate any provision of Licensee'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, except such filing as is required by the FCA; (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 Licensee or its property is subject.

8.2 Representations and Warranties of Programmer. Programmer hereby represents and warrants that:

8.2.1 Organization and Standing. Programmer is a corporation duly formed, validly existing and in good standing under the laws of the State of North Carolina and has all necessary power and authority to own, lease and operate the assets of the Station and to carry on the business of the Station.

8.2.2 Authorization and Binding Obligation. Programmer has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Programmer's execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on its part. 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.

8.2.3 Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by Programmer (a) do not and will not require the consent or approval of or any filing with any third party or governmental authority, except such filing as is required by the FCA; (b) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (c) 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 or its property is subject.

9. CERTIFICATIONS

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

9.2 Licensee's Certification. Licensee hereby certifies that it shall maintain the ultimate control over the Station's facilities, including, without limitation, control over the finances with respect to the operation of the Station, over its personnel operating the Station, and over the programming to be broadcast by the Station.

10. MISCELLANEOUS

10.1 Modification and Waiver. No modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

10.2 No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement 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, preclude any other or further exercise thereof or the exercise of any other right or power. 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.

10.3 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California without regard to its principles of conflicts of law that would cause the law of another jurisdiction to apply.

10.4 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.

10.5 Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither Programmer nor Licensee may assign its rights under this Agreement without the prior written consent of the other parties hereto, except that Programmer may assign its rights to an affiliated company or to a third party as part of a substantial transfer of assets or ownership of Programmer.

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

10.7 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.

10.8 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request.

(a) If to Licensee:

North County Broadcasting Corporation
1045 South East Street Anaheim, CA 92805
Attention: Arthur Astor
Telephone: 714-502-9494
Fax: 714-502-9424

(b) If to Programmer:

Jefferson-Pilot Communications Company of California
1615 Murray Canyon Road
Suite 710
San Diego, California 92108
Attention: General Manager
Telephone: 619-291-9797
Fax: 619-543-1353

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

Jefferson-Pilot Communications Company
100 North Greene Street
Greensboro, North Carolina 27401
Attention: General Counsel
Telephone: (336) 691-3317
Fax: (336) 691-3222

Any such notice, demand or request shall be deemed to have been duly provided, delivered and received (a) on the date of personal delivery; (b) on the date of transmission receipt confirmation, if sent by facsimile; or (c) on the date of receipt, if mailed by certified mail, postage prepaid and return receipt requested; or (d) on the date of a signed receipt, if sent by an overnight delivery service.

10.9 Severability. In the event that any of the provisions of this Agreement shall be held unenforceable, the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law now or hereafter in effect which renders any provision hereof unenforceable in any respect.

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

JEFFERSON-PILOT COMMUNICATIONS
COMPANY OF CALIFORNIA

By: 

Name: Joseph E. Weatherly

Title: Vice President

NORTH COUNTY BROADCASTING
CORPORATION

By: 

Name: N. Arthur Astor

Title: President

SCHEDULE 1.3

PAYMENT SCHEDULE

The consideration for the air time and consultation supplied to Programmer pursuant to this Agreement shall be the payment to Licensee of

payable monthly on the first business day of each month for which programming will be provided (the "Monthly Fee"), commencing upon the Effective Date and concluding with the termination of this Agreement pursuant to Section 1.2 hereof, and subject to a pro rata adjustment for any partial month.

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 general election campaign, Programmer will coordinate with Licensee's General Manager the rate that 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. 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 the Station, and any other announcement that may be required by law.
3. **Commercial Recordkeeping.** Programmer shall maintain such records of the receipt of, and provide such disclosure to Licensee of any consideration, whether in money, goods, services, or otherwise, which is paid or promised to be paid, either directly or indirectly, by any person or company for the presentation of any programming over the Station as are required by Sections 317 and 507 of the FCA.
4. **No Illegal Announcements.** No announcements or promotion prohibited by federal or state law of any lottery, game or contest shall be made over the Station. Any game, contest or promotion relating to or to be presented over the Station must be fully stated and explained in advance, and such explanation be presented to Licensee, which reserves the right, in its reasonable discretion to reject any game, contest or promotion.
5. **Indecency, Hoaxes.** No programming violative of applicable law concerning indecency or hoaxes will be broadcast over the Station.
6. **Controversial Issues.** Any broadcast over the Station concerning controversial issues of public importance shall comply with the then current FCC rules and policies.
7. **Credit Terms Advertising.** Pursuant to the rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws.
8. **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. Any announcements for such goods and services shall clearly identify Programmer's financial interest.

9. **Conflict in Programming or Advertising.** Any programming or advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interests of the public, Licensee or the Station is prohibited.
10. **Licensee's Discretion Paramount.** In accordance with Licensee's responsibility under the FCA, Licensee reserves the right to reject or terminate any programming proposed to be presented or being presented over the Station which, in the good faith, reasonable judgment of Licensee or its General Manager would be contrary to the FCA.

Licensee may waive any of the foregoing regulations in specific instances if, in its reasonable opinion, waiver will serve the public interest.

SCHEDULE 2.4.2

MARKS

KFSD