

LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (this "**Agreement**") is made effective as of _____, 2007 (the "**Effective Date**"), by and between RADIO MULTI-MEDIA, INC., a Delaware corporation ("**Programmer**") and COURIER COMMUNICATIONS CORPORATION, a Wisconsin corporation ("**Owner**"), with reference to the following facts:

A. Owner owns and operates radio broadcast station WNOV-AM (860 AM), Milwaukee, Wisconsin, licensed to Owner (the "**Station**"), pursuant to licenses issued by the Federal Communications Commission (the "**FCC**").

B. Programmer, Owner and Owner's shareholders are parties to an asset purchase agreement of even date herewith (the "**Purchase Agreement**"), pursuant to which Owner and its shareholders have agreed to sell, and Programmer has agreed to purchase, the Station on the terms and subject to the conditions set forth therein. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement.

C. Pending consummation of the transactions provided in the Purchase Agreement, Programmer desires to acquire time on the Station for its programming and advertising time, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the Federal Communications Commission ("**FCC**") (collectively, the "**FCC Requirements**").

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants, representations, warranties and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. **Term.** The term of this Agreement (the "**Term**") will begin on the Effective Date and shall terminate immediately on the earliest of (a) the date of the Final Closing (as defined in the Purchase Agreement), or (b) the date of the termination of the Purchase Agreement or this Agreement for any reason other than occurrence of the Final Closing under the Purchase Agreement.

2. **Purchase of Air Time.** On the terms and conditions specified herein, Programmer hereby purchases from Owner all airtime on the Station during the Term, except that Owner may broadcast up to one hour per week, between 5:00 A.M. and 6:00 A.M. local time on Sunday, which is aimed at serving the needs and interests of the Station's community of license (such airtime period purchased by Programmer is referred to herein as the "**Broadcasting Period**"). During the Broadcasting Period, Owner shall broadcast on the Station programming supplied by Programmer (collectively, the "**Program**" or "**Programs**"). Programmer will use all commercially reasonable efforts to ensure that the Programs meet technical and quality standards equal to those of programming broadcast by commercial radio stations generally in the United States. If Owner, in the reasonable exercise of its discretion, finds that any Program(s) does not meet these standards, then it shall advise Programmer in writing of the specific technical deficiencies. If such technical deficiencies have not been corrected within ten (10) days after receipt of written notice, the Owner shall have no obligation to broadcast such Program(s) until

such time as the technical deficiencies are corrected. Programmer may elect, in its sole discretion, whether to stream any of the Programs onto the Station's Internet Web site and, to the extent that Programmer elects to do so, any revenues resulting therefrom shall be paid to Programmer hereunder.

3. **Owner's Broadcasting Obligations.** In consideration for the payment of the Operating Expenses (set forth on Appendix A hereto) to be paid, and the other obligations undertaken, by Programmer hereunder, Owner shall make available to Programmer, beginning on the Effective Date, all of the Station's airtime during the Broadcasting Period and shall cause to be broadcast on the Station the Programs pursuant to Section 2 hereof. Throughout the Term, unless otherwise mutually agreed by the parties, Owner shall maintain the operating power of the Station at its maximum licensed levels and shall operate and maintain in good working condition the Station's transmission facilities and broadcasting equipment. Throughout the Term, Owner shall also, with respect to the Station:

(a) Employ a General Manager who will report to Owner and direct the performance of Owner's obligations hereunder, including supervision of the maintenance of the Station's transmission facilities, and who shall have no employment, consulting, or other material relationship to Programmer;

(b) Employ at least one full time employee to assist the General Manager in performing Owner's obligations hereunder, and who shall have no employment, consulting or other material relationship with Programmer, or share a full time employee who will perform these functions with Programmer;

(c) Retain ultimate control over the personnel, finances, programming and operations of the Station;

(d) Maintain a main studio consistent with the FCC Requirements at which the General Manager and the other full time employee(s) of the Station will be available during normal business hours;

(e) Comply with the FCC Requirements with respect to the ascertainment of community problems, needs and interests; broadcast programming responsive thereto; and timely prepare and place in the Station's public inspection files appropriate documentation thereof; and

(f) Comply with all other FCC Requirements, which may be applicable to the operation of the Station.

4. **Consideration.** In consideration of the airtime made available, and the other rights granted, to Programmer pursuant to this Agreement, Programmer shall pay the Operating Expenses, as defined and set forth in Appendix A attached hereto and on the terms and conditions set forth on Appendix A.

5. **Operation, Ownership and Control of the Station.**

5.1 **Control Vested in Owner.** Notwithstanding anything to the contrary in this Agreement, as long as Owner remains the FCC Owner of the Station, Owner shall have full authority, power and control over the operation of the Station and over all persons employed by it. Owner will bear the responsibility for the Station's compliance with, and shall cause the Station to comply with, all applicable laws, including the FCC Requirements. Nothing contained herein shall prevent or hinder Owner from: (a) rejecting or refusing Programs that Owner believes in good faith to be unsuitable or contrary to the public interest; (b) substituting programs which Owner believes in good faith to be of greater local or national importance of which are designed to address the problems, needs and interests of the local community; provided, however, that any substitution or preemption of a Program shall result in a credit to Programmer of the sum of the Operating Expenses calculated by multiplying such sum for such month in which the substitution or preemption occurs by a fraction, the numerator of which shall be the total air time substituted or preempted and the denominator of which shall be the total air time purchased by Programmer for such month; (c) preempting any Program in the event of a local, territorial or national emergency; (d) refusing to broadcast any Program that does not meet the FCC Requirements; or (e) deleting any commercial announcements that do not comply with the FCC Requirements or the requirements of the Federal Trade Commission, or any state, local or federal law.

5.2 **Notice of Complaints.** Programmer will immediately provide Owner with notice and a copy of any letters of complaint that Programmer receives concerning any Program for Owner's review and inclusion of its public inspection files. Owner will immediately provide Programmer with notice and a copy of any letters of complaint that it receives concerning any Program.

5.3 **Programmer Access to the Station's Studios.** During the Term, Owner shall make available to Programmer for no additional consideration the areas in the Station's studios as may be reasonably necessary or appropriate for Programmer to exercise its rights and perform its obligations under this Agreement.

5.4 **Pavola and Plugola.** Programmer shall provide to Owner 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 Owner 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 Communications Act of 1934, as amended (the "**Communications Act**"), and FCC Requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times use its commercially reasonable efforts to comply with the requirements of Sections 317 and 507 of the Communications Act.

5.5 **Mutual Cooperation.** Programmer and Owner agree to cooperate reasonably with each other as necessary to fulfill their respective rights and obligations hereunder.

6. **Program Rights and Music Licenses.** During the Term, Owner shall make available to Programmer for its use, on the dates and at the times specified by Programmer, all of Owner's rights to programs under any program rights agreements of the Station (together with the music licenses described below, the "**Program Rights Agreements**"). Owner shall use its commercially reasonable efforts to secure all consents, if any, from third parties that are necessary to permit Programmer to use the programs under Program Rights Agreements. Owner shall maintain all necessary performing rights licenses to musical compositions included in any Program, subject to reimbursement by Programmer for the cost thereof under Section 4 and **Appendix A** of this Agreement.

7. **Programs to Serve the Public Interest.** Owner acknowledges that it is familiar with the type of programming Programmer intends to provide and has determined that the broadcast of such programming on the Station would serve the public interest and is otherwise suitable. Programmer shall cooperate with Owner to ensure that the Program includes material that is responsive to community problems, needs, and interests.

8. **Programming Standards.** Programmer shall use its best efforts to ensure that the Programs conform to all FCC Requirements applicable to broadcast radio stations.

9. **Expenses, Revenues and Accounts Receivable.**

9.1 **Expenses.**

9.1.1 Except for any pro rata portions which are allocable to Programmer pursuant to Section 9.1.3, all of the Station's expenses and payables (including, without limitation, those of the nature referred to in Appendix A) arising or relating to the period before the Effective Date ("**Pre-Term Expenses**") shall be and remain the sole and absolute responsibility of Owner, and Programmer shall not be obligated to pay or reimburse Owner for any Pre-Term Expenses. To the extent that Programmer satisfies any Pre-Term Expenses and provides Owner with documentation of such payment of such Pre-Term Expenses, Owner shall reimburse Programmer for such expenses no later than ten (10) days following the date on which the Programmer makes the cash payments, or, at Programmer's option, such amounts shall be deducted from the Prior Accounts Receivable (as defined below) otherwise owing to Owner under Section 9.3 and the amount so deducted shall be retained by Programmer for its own account.

9.1.2 With respect to expenses incurred in the operations of the Station during the Term, Programmer will reimburse Owner for, or pay on Owner's behalf, the "**Operating Expenses**", as defined and provided in **Appendix A** hereto. Except as otherwise expressly provided herein, Programmer shall have no obligations, financial or otherwise, with respect to the operation of the Station or the ownership of its assets.

9.1.3. To the extent that prepayments of items included within the categories of Operating Expenses have been made before the Effective Date or payment obligations with respect to same accrue after the Effective Date, in either case for a billing cycle of expenses or payables which both precedes and follows the Effective Date, an equitable adjustment shall be made to appropriately credit Owner or Programmer, as the case may be, so

that Owner is responsible for the prorated portion of the expenses or payables attributable to any period before the Effective Date and Programmer is responsible for the prorated portion of the expenses or payables attributable to the Term. If any such adjustment results in an amount owed from Owner to Programmer, Owner shall reimburse Programmer for such expenses no later than ten (10) days following the Programmer's delivery of written notice of same to Owner or, at Programmer's option, such amounts shall be deducted from the Prior Accounts Receivable otherwise owing to Owner under Section 9.3 and the amount so deducted shall be retained by Programmer for its own account.

9.2 Advertising and Programming Revenues. Programmer shall set all commercial advertising during the Broadcasting Period for its own account and shall be entitled to collect and retain (a) all accounts receivable arising or relating to the period beginning on the Effective Date from the sale of advertising time aired during the Broadcasting Period, and (b) all other revenues earned by the Station during the Term all of which shall be the sole and exclusive assets of Programmer (collectively, "**Programmer's Revenues**"). Programmer may elect, in its sole discretion, whether to cancel or to honor (and, if the latter, for no more than thirty (30) days from the Effective Date) any agreements entered into by Owner prior to the Effective Date (which must be disclosed by Owner to Programmer in writing prior to the Effective Date) for the sale of advertising that is to be aired during the Broadcasting Period during the Term, provided that, however, that (i) the foregoing shall not apply to any barter agreements or no-charge schedules, which Programmer will not honor, and (ii) all revenues relating to any such advertising aired during the Broadcasting Period during the Term shall be made to, or otherwise retained by, Programmer.

9.3 Prior Accounts Receivable.

(a) Promptly after the Effective Date, Owner shall furnish to Programmer a list of the Accounts Receivable arising from (i) the operations of the Station up to the close of business on the day preceding the Effective Date and (ii) the sale of advertising time aired during the period preceding the Effective Date, which remain outstanding as of the Effective Time (the "**Prior Accounts Receivable**"). For a period of ninety (90) days after the Effective Date (unless this Agreement is sooner terminated), Programmer, as Owner's agent, shall, without compensation, use its commercially reasonable effort to collect the Prior Accounts Receivable for Owner. Within ten (10) days after the end of each calendar month during the ninety (90)-day period (and, if such period ends other than at month-end, after the next month-end), Programmer will (i) remit to Owner the amount collected by Programmer with respect to the Prior Accounts Receivable, and (ii) provide Owner with a report setting forth the Prior Accounts Receivable collected by Programmer during that period. Programmer shall furnish Owner with such records and other information as Owner may reasonably require to verify the amounts collected by Programmer with respect to the Prior Accounts Receivable. With respect to any Prior Accounts Receivable not collected within such ninety (90) day period, Programmer shall have no continuing obligation to collect such remaining Prior Accounts Receivable but, rather, thereafter may elect, in Programmer's sole discretion and upon five (5) days' prior written notice to Owner, whether to (i) continue to collect all or any of the remaining Prior Accounts Receivable, or (ii) write off all or any of the remaining Prior Accounts Receivable.

(b) For the purpose of determining amounts collected by Programmer with respect to the Prior Accounts Receivable, (i) in the absence of a bona fide dispute between an account debtor and Owner, all payments by an account debtor shall first be applied to Prior Accounts Receivable due from the account debtor, and (ii) any amount received by Programmer which is from an account debtor to Owner who claims to have a bona fide dispute with Owner shall be deemed to have been received with respect to the accounts receivable due Programmer under Section 9.2 to the extent of such dispute.

(c) Notwithstanding the foregoing, Programmer shall not be required to retain a collection agency, bring any suit, or take any other action out of the ordinary course of business to collect any of the Prior Accounts Receivable. Programmer shall not compromise, settle or adjust the amount of any of the Prior Accounts Receivable without the written consent of Owner.

(d) Beginning on the Effective Date and continuing throughout the Term, Programmer shall lease to Owner, and Owner shall lease from Programmer, the "**Station Properties**" (as defined in the Purchase Agreement) for the aggregate monthly rental amount of \$10.00, solely for ownership and operation of the Station as provided herein, provided that (i) such leasing arrangement shall terminate on the earlier of the dates provided in Section 1 of this Agreement without any notice or further act of either Owner or Programmer, and (ii) if such leasing arrangement ends for any reason other than occurrence of the Final Closing under the Purchase Agreement, Buyer and Sellers shall negotiate in good faith and use their commercially reasonable efforts to reach agreement on the lease of the Station Properties, following the termination of this Agreement, by Programmer to Owner based on the fair market rental values and other prevailing commercial terms.

10. **Political Time.** Owner shall, with respect to the Station, oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcasting provisions of the FCC Requirements. Programmer shall cooperate with Owner in complying with such provisions, and shall supply promptly to Owner such information reasonably requested by Owner for such purposes. Owner, in consultation with Programmer, will develop a statement, which discloses its political broadcasting rates, and policies to political candidates, and Programmer will follow those respective policies in the sale of political programming and advertising for the Station. Programmer shall provide any rebates due to political advertisers and release advertising availabilities to Owner during the Broadcasting Period sufficient to permit Owner to comply with political broadcasting provisions of the FCC Requirements. Revenues received by Owner as a result of any such release of advertising time shall be for the account of Programmer.

11. **Call Letters and Frequency.** During the Term, Owner (i) shall retain all rights (except as provided in the following sentence) to the Station's call letters and trade names, (ii) shall not change the call letters, and (iii) shall not seek FCC consent to a modification of facilities which would specify a frequency change or have a material adverse effect upon the presently authorized coverage of the Station. Programmer shall include in the Programs for the Station an announcement in a form reasonably satisfactory to the Owner in accordance with the

FCC Requirements to identify such Station, as well as any other announcements required by the FCC.

12. **Trademarks.** Owner hereby grants Programmer an unlimited, royalty-free license to use in connection with providing programming on the Station any and all trademarks, service marks, patents, trade names, jingles, slogans, logotypes, computer programs, Internet websites and domain names, trade secrets, and other intangible rights owned and used or held for use by Owner in conjunction with the Station. Owner agrees to execute such additional documentation as may be necessary or desirable to effectuate the license granted under this section.

13. **Events of Default and Termination.**

13.1 **Programmer's Events of Default.** The occurrence and continuation of any of the following will be deemed an Event of Default by Programmer under this Agreement:

(a) Programmer fails to reimburse, or pay on behalf of, Owner any Operating Expenses, in each case within fifteen (15) days after Owner's delivery of written notice that such reimbursement or payment is overdue under this Agreement, or

(b) Programmer fails to observe or perform any other material covenant, condition or agreement contained in this Agreement and does not cure such failure within thirty (30) days after Owner's delivery of written notice of such failure.

13.2 **Owner's Events of Default.** The occurrence and continuation of any of the following will be deemed an Event of Default by Owner under this Agreement:

(a) Owner fails to reimburse Programmer in full for any amounts required under the last sentence of Section 9.1 within fifteen (15) days after Owner's delivery of written notice that such reimbursement or payment is overdue under this Agreement; or

(b) Owner fails to observe or perform any material covenants, condition or agreement contained in this Agreement and does not cure such failure within thirty (30) days after Owner's delivery of written notice of such failure.

13.3 **Cure Period.** With respect to a default under Section 13.1(a) or Section 13.2(b) hereof, if the Event of Default cannot be cured by the defaulting party within the allowed thirty (30) days, but the defaulting party is using its commercially reasonable efforts to effect a cure or otherwise secure or protect the interests of the non-defaulting party (in which case, if successful, the Event of Default shall be deemed cured), then the defaulting party shall have an additional period not to exceed thirty (30) days to diligently pursue a cure or a deemed cure.

13.4 **Termination for Uncured Event of Default.** If an Event of Default by a defaulting party has not been cured or deemed cured within the period set forth in, as applicable, Section 13.1, Section 13.2, or Section 13.3 above, then the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party, and pursue all remedies available at law or in equity for breach of this Agreement.

13.5 Termination by Owner to Satisfy FCC Requirements. Subject to the requirements imposed by Section 22 hereof, if Owner is required by the FCC to terminate this Agreement by an FCC order which has become a Final Order (as defined in the Purchase Agreement), Owner shall, or, if the FCC orders that this Agreement be terminated before its order becomes a Final Order and this Agreement cannot be revised to comply with applicable FCC Requirements as contemplated by Section 22 hereof, Owner may upon at least thirty (30) days written notice to Programmer (or such shorter period as may be required by the FCC), terminate this Agreement.

13.6 Effect of Termination. If this Agreement is terminated as provided herein, Owner and Programmer shall mutually cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status QUO ANTE.

14. Representations, Warranties and Covenants.

14.1 Representations of Owner. Owner represents and warrants to Programmer as follows: (a) Owner is a corporation duly organized, validly existing and in good standing under the laws of Wisconsin; (b) Owner has the requisite corporate power and authority to enter into and perform this Agreement; (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action of Owner; and (d) the execution, delivery and performance of this Agreement by Owner does not conflict with any other agreement to which Owner is a party.

14.2 Representations of Programmer. Programmer represents and warrants to Owner as follows: (a) Programmer is a corporation duly organized, validly existing and in good standing under the laws of Delaware; (b) Programmer has the requisite corporate power and authority to enter into and perform this Agreement; (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action of Programmer; and (d) the execution, delivery and performance of this Agreement by Programmer does not conflict with any other agreement to which Programmer is a party, or with the terms of the FCC Requirements.

14.3 Budget Information; Reimbursement Requests. Owner represents, warrants and covenants that all budgets submitted to Programmer, and all reimbursement requests now and hereafter made of Programmer, shall relate only to financial obligations arising out of the Station's operations during the Term and shall not include any financial obligations arising out of breach of any representation or warranty or violation of any covenant of Owner under this Agreement or the Purchase Agreement.

14.4 Program Rights and Barter Agreements. Owner represents and warrants that (i) it is current in all payment obligations and is not otherwise in default under the Program Rights Agreements and (ii) there are no trade-outs, time-sales, barter or other similar obligations with respect to the Station which extend beyond the Effective Date.

14.5 Compliance with FCC Requirements.

(a) Owner hereby certifies that it has and shall maintain ultimate control over the Station's facilities, including specifically control over the finances, personnel, and program content of the Station.

(b) Programmer hereby certifies that its execution and performance of this Agreement is, and will remain, in compliance with the FCC Requirements, including, without limitation, 47 C.F.R. § 73.3555.

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

16. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, Programmer may assign and delegate its rights and obligations under this Agreement to a party that controls, or is controlled by, or is under common control with Programmer, and who is qualified under any applicable FCC Requirement, upon notice to, but without the prior consent of Owner.

17. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of Wisconsin without regard to any conflicts-of-law rules that might apply the laws of another jurisdiction or jurisdictions. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a state or federal court located in Milwaukee County, Wisconsin, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding.

18. Notices. All notices and other communications required or permitted pursuant to this Agreement shall be in writing and be deemed to have been duly given and delivered (a) when personally delivered, (b) three days after been sent by registered or certified mail, return receipt requested, postage prepaid, (c) one business day after having been delivered to Federal Express or similar overnight express delivery service for overnight delivery, or (d) sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day. All communications shall be directed to the parties at the addresses set forth below:

If to Programmer: Radio Multi-Media, Inc.
 108 W. 13th Street
 Wilmington, DE 19801

Attn: Rene Moore
Email: _____

With a copy to:

Ervin Cohen & Jessup LLP
9401 Wilshire Boulevard, 9th Floor
Beverly Hills, CA 90212
Attn: Kenneth A. Luer, Esq
Email: kluer@ecjlaw.com

Sheppard Mullin Richter & Hampton
1300 I Street, N.W., 11th Floor East
Washington, DC 20005-3314
Attn: Erin Dozier, Esq.
Email: edozier@sheppardmullin.com

If to Owner:

Courier Communications Corporation
2417 North 2nd Street
Milwaukee, WI 53212
Attn: Jerrel Jones
Email: _____

19. **Entire Agreement.** This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral agreements, discussions or understandings between the parties regarding such subject matter.

20. **No Partnership or Joint Venture.** Programmer and Owner are not, and shall not be deemed to be, agents, partners, or representatives of each other. 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.

21. **Force Majeure.** The failure of a party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof or force majeure or due to causes beyond such party's reasonable control will not constitute an Event of Default under Section 13 of this Agreement and no party will be liable to the other therefor. Programmer and Owner each agree to exercise its commercially reasonable efforts to remedy any such conditions affecting its own facilities as soon as practicable.

22. **Subject to Laws; Invalidity.** The obligations of the parties under this Agreement are subject to the FCC Requirements and all other applicable federal, state and local laws. The parties acknowledge that this Agreement is intended to comply with FCC Requirements. However, in the event that the FCC determines that the continued performance of this Agreement is in violation of the FCC Requirements, each party will use its commercially reasonable efforts to comply with the FCC Requirements or will in good faith contest or seek to reverse any such action or agree on the terms of a revision to this Agreement, in each case, on a time schedule sufficient to meet the FCC Requirements and so long as the fundamental nature of

the business arrangement between the parties evidenced by this Agreement is maintained. If any provision of this Agreement is otherwise held to be illegal, invalid, or unenforceable under present or future laws, then such provision shall be fully severable, this Agreement shall be construed and enforced as if such provision had never comprised a part thereof, and the remaining provisions shall remain in full force and effect, in each case so long as the fundamental nature of the business arrangement between Programmer and Owner has been maintained.

23. Reciprocal Indemnity.

23.1 Indemnification by Programmer. Programmer shall indemnify, defend, and hold harmless Owner, and its stockholders, directors, officers, employees, agents, representatives, successors and assigns, from and against any and all claims, losses, costs, liabilities, damages, and expenses (including reasonable attorneys' fees and other expenses incidental thereto) of every kind, nature and description, arising out of: (a) subject to Owner's obligations under Sections 3, 6 and 23.2(a), Programmer's broadcast of the Programs; (b) any breach of any representation or warranty of Programmer contained in this Agreement; or (c) any breach of any covenant, agreement, or obligation of Programmer under this Agreement. If Programmer broadcasts Programs hereunder which are supplied by a third party pursuant to a contract with Owner, it is agreed that Programmer shall be subrogated to any rights which Owner may have against such third party, including the right to indemnification by such third party.

23.2 Indemnification by Owner. Owner shall indemnify, defend, and hold harmless Owner, and its stockholders, directors, officers, employees, agents, representatives, successors and assigns, from and against any and all claims, losses, costs, liabilities, damages, and expenses (including reasonable attorneys' fees and other expenses incidental thereto) of every kind, nature and description, arising out of: (a) Owner's broadcast of programs on its own behalf, and Programs supplied by Owner pursuant to Section 6 and broadcast by Programmer; (b) any breach of any representation or warranty of Owner contained in this Agreement; or (c) any breach of any covenant, agreement, or obligation of Owner under this Agreement.

24. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

25. Confidentiality. During the Term, subject to the requirements of any applicable Law, each of Owner and Programmer shall, and shall cause their affiliates and representatives to, keep in confidence and not use or disclose to any other person any confidential or proprietary information which either has received from or been given access to by the other party and relating to the Station and the business, finances, results of operations, contracts, records, trade secrets, inventions and other intellectual property. Notwithstanding the foregoing, the obligations of each Owner and Programmer under this Section 25 shall not apply the information which is ascertainable from public sources or published information or which becomes generally available to the public other than as a result of disclosure by the party who received or was given access to such information by the other party.

26. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

27. **Survival.** All representations, warranties, covenants and agreements made by any party in this Agreement or pursuant hereto shall survive the execution and delivery of this Agreement.

28. **Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, regardless of the identity of the draftsman, and no rule of strict construction shall be applied against any party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first written above.

PROGRAMMER:

Radio Multi-Media, Inc.

By: 

Name: Ivan Rene Moore

Title: Mos.

OWNER:

Courier Communications Corporation

By: 

Name: Jerrel Jones, President

[SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT]

APPENDIX A

OPERATING EXPENSES

During the Term, all expenses incurred or accrued with respect to the Station shall remain Owner's responsibility, provided that Programmer shall reimburse Owner for, or directly pay on behalf of Owner, the following monthly operating expenses of the Station incurred during the Term hereof (the "**Operating Expenses**"):

(a) wages and benefits of the Station's General Manager and Maintenance Engineer, both of whom shall be "at will" employees of Owner,

(b) applicable processing and music licensing fees, in the amounts previously disclosed by Owner to Programmer,

(c) a \$10.00 aggregate monthly rental for the Station Properties, and

(d) the other reasonable and ordinary expenses of the Station arising from Programmer's broadcasting of programs during the Broadcast Period of the nature and amount shown on the general ledgers of the Owner for the period beginning January 1, 2007, and ending on September 30, 2007, as previously disclosed to Programmer, to the extent considered "operating expenses" under generally accepted accounting principles, except that, as used in this Agreement, the term Operating Expenses shall not include (i) any expenses of corporate, banking, finance, accounting, legal, and similar fees, charges and costs of Owner, (ii) any fees or expenses accrued in or relating to any period prior to the Term, (iii) any taxes of Owner or its shareholders, and (iv) any other expenses which do not directly relate to the operation of the Station in the ordinary course of business.