LOCAL MARKETING AND PROGRAMMING AGREEMENT

THIS LOCAL MARKETING AND PROGRAMMING AGREEMENT (this "Agreement") is made and entered into effective as of this 10th day of January, 2008, by and between BMP RGV License Company, L.P., a Texas limited partnership ("Licensee") and Rio Grande Bible Institute, Incorporated, a Texas non-profit corporation ("Programmer").

Recitals

A.   Licensee owns and operates the following radio station (the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

KBMI(FM), Roma, Texas

B.   Programmer has available and is producing radio programs that it desires to have broadcast on the Station, and therefore desires to purchase airtime from Licensee for the broadcast of such programs.

C.   Licensee has agreed to make available to Programmer airtime on the Station and accept for broadcast the programs of Programmer on the terms and conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1.   Agreement Term. The term of this Agreement (the "Term") will commence on the date first written above (the "Commencement Date"), and will run until the earlier of: (i) Programmer or one of its subsidiaries becomes the licensee of the Station; or (ii) this Agreement is terminated in accordance with Section 14 hereof.

2.   Programmer's Purchase of Airtime and Provision of Programming. During the Term, Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified below, and shall transmit to Licensee programming that it produces, owns or has the right to broadcast (the "Program" or "Programs") for broadcast during all FCC authorized operating hours, seven (7) days per week. Programmer shall ensure that the Programs include coverage of issues of importance to the Station's community of license, and provide documentation of same to Licensee upon request. Programmer will transmit, at its own cost, its Programs to the Station's transmitting facilities via a mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) that does not materially degrade the

quality of the Station's broadcast signal to the public. Licensee has no objection to the Programs being noncommercial in nature, to the sale of program sponsorships, the broadcast of donor acknowledgment announcements, or the solicitation of donations during the Programs, in each case so long as Programmer complies with the rules, regulations and published policies of the FCC.

3.   Broadcasting Obligations. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs delivered by Programmer during the time periods specified in Section 2 above, subject to the provisions of Section 6 below. Programmer shall not stream via the Internet programs produced by Licensee without the express written approval of Licensee.

4.   Advertising/Sponsorship Sales; Accounts Receivable. Programmer will be exclusively responsible for the sale of advertising or donor acknowledgments of programming sponsors on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenues generated by advertising on the Station (including without limitation all revenues generated by advertising/sponsorships on the Station's website, if any) during the Term. All contracts for advertising/sponsorships on the Station which may be entered into by Programmer shall contain provisions that Licensee shall have no obligation to broadcast advertising/donor acknowledgments under such contracts on or after the date of termination of this Agreement. The accounts receivable of the Station that are attributable to advertising broadcast prior to the commencement of the Term shall remain the property of Licensee. Programmer shall have no responsibility for collecting Licensee's accounts receivable, but shall forward any and all payments attributable to Licensee's accounts receivable to Licensee upon receipt. The accounts receivable of the Station that are attributable to advertising/donor acknowledgments broadcast on Programs during the Term shall remain the property of Programmer. Licensee shall have no responsibility for collecting Programmer's accounts receivable, but shall forward any and all payments attributable to Programmer's accounts receivable to Programmer upon receipt.

5.   Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement during the Term, Programmer will pay Licensee as set forth on Schedule A attached hereto.

6.   Operation, Ownership and Control of the Station. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Station, it will have ultimate authority, power and control over the operations of the Station during the Term. Licensee will bear the responsibility for the Station's compliance with all applicable provisions of the rules and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (i) employ such personnel as are required in order to comply with the Commission's rules, regulations and published policies; (ii) maintain the Station's broadcast equipment and technical facilities, including studio equipment, transmitter, tower, and transmission line, in good working condition (subject to the provisions of Section 7 below); and (iii) retain control over the policies, programming and operations of the Station.

Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the Station's local communities. If at any time Licensee preempts any Programs, Licensee shall refund to Programmer such portion of the payment made to Licensee pursuant to Section 5 hereof as the total time preempted bears to the total amount of broadcasting time in the Term. Licensee reserves the right to refuse to broadcast any Program containing matter which violates any legal right of any third party. Licensee also reserves the right to refuse to broadcast any Program which does not meet the requirements of the rules, regulations, and published policies of the FCC. Licensee further reserves the right to preempt any Program (i) to broadcast programming Licensee deems will better serve the public interest, and (ii) in the event of a local, state, or national emergency. Programmer agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Licensee reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification rules and policies. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint that it receives concerning any Program for Licensee's review and inclusion in its public inspection file.

7.   Maintenance of Signal. Subject to Section 5 and Schedule A, and further subject to Section 10.8 of the APA, Licensee shall maintain the operating power of the Station at the maximum levels authorized by the FCC for the Station throughout the Term and shall be responsible for the repair and maintenance of the Station's towers and transmission facilities such that they remain in good working order.

8.   Program Standards/Format. All Programs supplied by Programmer shall comply in all material respects with the Communications Act and the rules and regulations of the FCC. If, in the judgment of Licensee, the Programs do not comply with the Communications Act or the rules and regulations of the FCC, then Licensee may suspend or cancel any such Program after giving written notice of such determination to Programmer and Programmer having failed to remedy the problem within ten (10) days after receiving such written notice. Programmer represents and warrants that it is knowledgeable about the types of programming and formats that Licensee currently utilizes at its other radio stations licensed to communities in the Rio Grande Valley area of Texas, and Programmer hereby acknowledges that it is prohibited from providing any Program or Programs for the Station under this Agreement if such Program or Programs are substantially similar to any of the formats that Licensee currently is utilizing in the Rio Grande Valley area of Texas. Licensee represents and warrants that it is knowledgeable about the types of programming and formats that Programmer currently utilizes on Programmers' other radio stations licensed to McAllen and Edinburg, Texas, and Licensee agrees that the utilization of such programming and formats for the Programs is not substantially similar to any of the format that Licensee currently is utilizing in Licensee's stations in the Rio Grande Valley area of Texas.

9.   Employees. Programmer shall be responsible for all salaries, benefits and withholding taxes for its employees, and indemnifies and holds harmless Licensee with respect to any claims by such employees with respect to pay, benefits or any other matters relating to their employment by Programmer.

10.   Music Licenses. During the Term, Licensee will obtain and maintain in full force and effect in its own name such music licenses ("Music Licenses") needed to cover Licensee's programming on the Station.

11.   Programs.

11.1   Production of the Programs. Programmer agrees that the contents of the Programs it transmits to Licensee shall conform in all material respects to all FCC rules, regulations and published policies. Programmer agrees that it will consult with Licensee in the selection of the Programs it transmits to Licensee to ensure that the Programs' content contains matters responsive to issues of public concern in the Station's local communities. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever, shall be and remain vested in Programmer.

11.2   Political Time. Licensee shall 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 Communications Act and the political broadcast rules, regulations and published policies of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law. Programmer shall release advertising availabilities to Licensee during the Term as necessary to permit Licensee to comply with the Communications Act and the political broadcast rules, regulations and published policies of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer. Except where Licensee already has begun airing political advertisements for any local or state election, Licensee shall not, during the Term, accept requests for political time for local or state elections on the Station.

12.   Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs supplied for broadcast on the Station, and (ii) the costs of delivering the Programs to the Station. Subject to Section 5 and Schedule A, and further subject to Section 10.8 of the APA, Licensee will pay for the maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, including transmitter site and studio rents, taxes, FCC annual regulatory fees, insurance, the salaries and benefits for the personnel identified in Section 6, and the utilities at its studio and transmitter sites.

13.   Call Signs. During the Term, Licensee will retain all rights to the call letters "KBMI" or any other call letters which, upon Licensee's application, may be assigned by the FCC for use by the Station. Programmer will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs it delivers for broadcast an announcement at the beginning of each hour of such Programs to identify such call letters or permitted substitutes therefor, as well as any other announcements required by the rules and regulations of the FCC. Programmer is specifically authorized to use such call letters in its Programs and in any promotional material, in any media, used in connection with the Programs during the Term. Licensee shall not change the call signs for the Station without Programmer's consent, which consent shall not be withheld unreasonably.

14.   Events of Default; Termination.

14.1   Programmer's Events of Default. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to make payments as provided for in Section 5 or Schedule A of this Agreement; (ii) Programmer fails to observe or perform its other obligations contained in this Agreement in any material respect; or (iii) Programmer breaches the representations and warranties made by it under this Agreement in any material respect.

14.2   Licensee Events of Default. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform its obligations contained in this Agreement in any material respect; or (ii) Licensee breaches the representations and warranties made by it under this Agreement in any material respect.

14.3   Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until thirty (30) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured, except that in the case of Programmer's failure to make timely payments as provided for in Section 5 or Schedule A of this Agreement, an Event of Default will not be deemed to have occurred until five (5) days after Licensee has provided Programmer with written notice and such failure to make a timely payment remains uncured.

14.4   Termination. (a) Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 14.3, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party; (b) upon the consummation of a transaction in which Programmer or one of its subsidiaries becomes the licensee of the Station, this Agreement shall terminate automatically; (c) upon the termination of that certain Asset Purchase Agreement of even date herewith executed by and between Programmer, on the one hand, and Licensee and Border Media Partners, LLC, on the other hand (the "APA"), this Agreement shall terminate automatically; or (d) this Agreement may be terminated by mutual consent of the parties.

14.5 Cooperation Upon Termination. If this Agreement is terminated for any reason other than the consummation of a sale of the Station to Programmer, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status quo ante.

15. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the Programs on the Stations or any other action or inaction by Programmer under this Agreement. Licensee shall indemnify and hold Programmer harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademark, trade names, or program titles, violation of rights or privacy, and infringement of copyrights and proprietary rights, resulting from the broadcast of programming by Licensee prior to the commencement of the Term. The obligations under this Section shall survive any termination of this Agreement.

16. Authority. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to perform its obligations set forth herein, (ii) it is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

17. Modification and Waiver; Remedies Cumulative. No modification 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 Licensee 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 right or power or the exercise of any other right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

18. Assignability; No Third Party Rights. 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 prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, however, that Licensee 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, Licensee, and qualified under applicable FCC rules, upon notice to, but not the prior written consent of, Programmer. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or

entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

19. <u>Construction; Governing Law</u>. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws, and where applicable, the Communications Act of 1934, as amended, and the FCC's rules, regulations and published policies. The exclusive forum for the resolution of any disputes arising hereunder shall be the federal or state courts located in Tarrant County, Texas, and each party irrevocably waives the reference of an inconvenient forum to the maintenance of any such action or proceeding. LICENSEE AND PROGRAMMER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. Licensee and Programmer hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

20. <u>Counterpart Signatures</u>. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

21. <u>Notice</u>. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of the other party; or (ii) if sent by facsimile machine to the facsimile number shown below, on the date of such confirmed facsimile transmission, provided a copy is also sent by commercial overnight delivery service, prepaid, to the address shown below (or to such changed facsimile number or address provided by notice in accordance with this section):

<blockquote>

If to Licensee: Richard Armstrong
       BMP RGV License Company, L.P.
       8750 N. Central Expressway, Suite 650
       Dallas, Texas 75231
       FAX: (713) 968-4568

With a copy to: Antoinette Cook Bush, Esq.
       Skadden, Arps, Slate, Meagher & Flom LLP
       1440 New York Ave., NW
       Washington, D.C. 20005
       FAX: (202) 661-8270

If to Programmer: Jerry Jeske
       Rio Grande Bible Institute, Inc.

</blockquote>

4300 S. Business 281
Edinburg, TX 78539
FAX: (956) 380-8256

With a copy to: Joseph C. Chautin, III, Esq.
Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, LA 70471
FAX: (985) 629-0778

22.   Entire Agreement. This Agreement, together with the APA, embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

23.   Relationship of Parties. Neither the Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding. No provision of this Agreement shall create a joint venture between the parties hereto.

24.   Force Majeure and Facilities Upgrades. The failure of either party hereto to comply with its obligations under this Agreement due to (i) the need to perform construction at the transmitter site or to move the transmitter site in response to FCC authorization of an improvement to or modification of the Station's operating parameters, or (ii) acts of God, strikes or threats thereof or a force majeure or due to causes beyond such party's control, will not constitute an Event of Default under Section 14 of this Agreement and neither party will be liable to the other party therefor. Programmer and Licensee each agrees to exercise commercially reasonable efforts to remedy the conditions described in parts "(i)" and "(ii)" of this Section as soon as practicable.

25.   Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and published policies of the FCC and all other applicable laws. The parties agree that Licensee or Programmer may file a copy of this Agreement with the FCC. In the event that one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall automatically be replaced with a provision that incorporates the original intent of the parties to the maximum extent permitted by law, and the balance of the Agreement shall be enforced in accordance with its terms.

26.   Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

27.   Successors and Assigns. Subject to the provisions of Section 18 above, this Agreement shall be binding on and inure to the benefit of the parties' successors and assigns.

28.   Certifications.

28.1   Programmer's Certification. Programmer hereby certifies that its entering into and implementation of this Agreement comply with the provisions of Sections 73.3555(a) of the FCC's rules.

28.2   Licensee's Certification. Licensee hereby certifies that it shall maintain ultimate control over the Station's facilities, including but not limited to 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.

29.   Liabilities. Licensee 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 Programmer of any nature whatsoever, except as expressly provided for herein.

[SIGNATURE PAGE FOLLOWS]

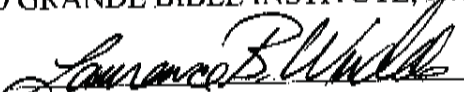## SIGNATURE PAGE TO LOCAL MARKETING AND PROGRAMMING AGREEMENT

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

PROGRAMMER: RIO GRANDE BIBLE INSTITUTE, INC.

                               By: _Laurence B. White_

                               Its: _President_

LICENSEE: BMP RGV LICENSE COMPANY, L.P.

                               By: BMP Gen Par, LLC
                               Its: General Partner

                               By: _____
                               Its:

SIGNATURE PAGE TO LOCAL MARKETING AND PROGRAMMING AGREEMENT

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

PROGRAMMER: RIO GRANDE BIBLE INSTITUTE, INC.

By: _____

Its:

LICENSEE: BMP RGV LICENSE COMPANY, L.P.

By: BMP Gen Par, LLC
Its: General Partner

By: _Richd A. An_____

Its: _SR. V.P. - Corp. Dev.___