

TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement ("Agreement") is made on and as of _____, 2002, by and between Metropolitan Radio Group, Inc., a Texas corporation (the "Licensee"), and Amigo Broadcasting, L.P., a Texas limited partnership (the "Programmer").

WITNESSETH

WHEREAS, Licensee holds certain licenses ("Licenses") issued by the Federal Communications Commission ("FCC") with respect to radio stations KBZD-FM and KTNZ-AM in Amarillo, Potter County, Texas (the "Stations"), and desires to sell to Programmer airtime on the Stations for the broadcast of programs provided by Programmer;

WHEREAS, Programmer and Licensee have entered into a certain Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement") providing that Programmer shall acquire substantially all of the assets and FCC Licenses of the Stations on the terms and conditions set forth in the Purchase Agreement.

WHEREAS, Programmer desires to produce and/or provide an entertainment programming format for the Stations' programming and to sell the Stations' commercial advertising time, and therefore desires to purchase airtime from Licensee for the broadcast of such programs and advertisements; and

WHEREAS, Licensee has agreed to make available to Programmer airtime on the Stations and the Stations' equipment and studios and to accept for broadcast the programs and advertisements of Programmer on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Facilities.

(a) Licensee shall make available to Programmer all facilities of the Stations used or useful in its current operations, but at all times subject to Licensee's supervision and ultimate control. Programmer shall reimburse Licensee for the reasonable cost of such facilities and operations including, without limitation, the expenses identified on Exhibit A hereto, subject to sufficient documentation of such expenses. Programmer shall pay Licensee the Monthly Fee set forth on Exhibit A hereto on the first day of each calendar month during the term hereof, provided, that the Monthly Fee for any partial month hereunder shall be pro-rated. Each such Monthly Fee payment shall be deemed advance payment for that month's expenses, but shall be subject to adjustment as further described on Exhibit A.

(b) Other than costs and expenses expressly to be paid by Programmer hereunder,

Licensee shall pay all direct and indirect operating costs of the Stations.

(c) Programmer shall pay all direct and indirect costs of the production and delivery of Programmer's programming, including but not limited to: (i) insurance costs related to Programmer's equipment and assets used in its business operations; (ii) salaries, payroll taxes, insurance and related costs of all personnel employed by Programmer in connection with production and delivery of the programming, promotion of that programming and the sale of advertising in that programming; (iii) income, gross receipts, sales, real property, personal property, excise or any other taxes of any nature whatsoever related to Programmer's ownership of its assets or the programming provided to the Stations; and (iv) all performing rights, licensing fees for music and other material contained in the programming provided by Programmer, in furtherance whereof, Programmer shall obtain and maintain in full force and effect at all times during this Agreement an "LMA license" with ASCAP, BMI and SESAC.

2. Term. The term of this Agreement shall commence effective as of 12:01 a.m. on July 1, 2002, or earlier as the parties may agree (the "Commencement Date"), and shall terminate as provided in Section 12 hereof (the "Term"), but no later than twelve months from the Commencement Date.

3. Programmer's Purchase of Airtime and Provision of Programming. Programmer shall purchase from Licensee airtime on the Stations for the price and on the terms specified on Exhibit A hereto, and shall transmit to Licensee or produce programming, announcements and advertisements (the "Program" or "Programs") for broadcast on the Stations up to twenty-four (24) hours per day, Monday through Sunday, provided, however, that Licensee shall retain the right to broadcast its own news, public affairs and non-entertainment programming for up to two hours each week as further described on Exhibit A hereto. Programmer shall provide programming to meet the Stations' obligation to serve the needs and interests of the communities it serves. Any Programs transmitted by Programmer to Licensee's transmitting facilities via a mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) shall be accomplished in such a manner so that the Programs meet technical and quality standards comparable to those of the Stations broadcast prior to the Commencement Date and those produced by Programmer at the Stations' studio.

4. Licensee's Broadcasting Obligations and Preemption.

(a) FCC Compliance. In return for the payments to be made by Programmer hereunder, Licensee shall make all of the Stations' facilities and studios available to Programmer and shall broadcast the Programs delivered and produced by Programmer during the Term, but at all times subject to the right of Licensee to reject any Program or Programs which Licensee determines are unsuitable or contrary to the public interest, or that otherwise are prohibited by the rules, regulations and policies of the FCC ("FCC Rules"). Licensee shall retain control over the policies, finances, programming and operations of the Stations, including the right to reject or preempt any programming it deems unsuitable or contrary to the public interest. Nothing contained in this Agreement shall prevent or hinder Licensee from (i) rejecting or refusing Programs which Licensee believes to be unsuitable or contrary to the public interest, or (ii) preempting Programs and

substituting a program (or programs) which Licensee believes to be of greater local or national importance or which is (or are) designed to address the problems, needs and interests of the communities served by the Stations. Licensee reserves the right to refuse to broadcast any Program containing matter which is violative of, or which a third-party claims to violate, any right of any third party. Licensee further reserves the right to preempt any Program in the event of a local, state or national emergency. Programmer shall cooperate with Licensee to ensure that emergency alert system (“EAS”) transmissions are properly performed in accordance with Licensee's instructions. Licensee reserves the right to delete any commercial advertisements that do not comply with the requirements of the FCC’s sponsorship identification policy as set forth in 47 C.F.R. 73.4242, and as this policy may be changed from time to time by the FCC.

(b) Preemption. In the event that scheduled programming referenced in this Agreement is not broadcast as a result of actions or inaction by the Licensee which prevents the airing of the Programs, including exercise of Licensee’s preemption rights herein, Licensee shall promptly prorate and credit the next owing Monthly Fee herein for the broadcast so omitted by the pro rata value of the time in which Programmer’s programming is not aired. Notwithstanding any other provision of this Agreement, Programmer may terminate this Agreement, at its election, should the Licensee preempt Programmer’s programming by more than thirty (30) hours in any thirty day period.

5. Collection of Accounts Receivables, Performance of Air Time by Licensee, Air Time Trade Payables.

(a) Licensee hereby assigns to Programmer all accounts receivable arising out of the conduct of the business and operations of the Stations prior to the Commencement Date (the “Licensee’s Accounts Receivable”) for the collection thereof for a period of one hundred twenty (120) days thereafter. Programmer shall use reasonable efforts to collect Licensee’s Accounts Receivable in the normal and ordinary course of business during the Term. Programmer's authority shall not extend to the compromise of any account receivable of Licensee or the institution of litigation, employment of counsel or a collection agency or any other extraordinary means of collection which shall be undertaken by Licensee in its discretion and at its expense. Programmer shall apply all such amounts collected to the debtor’s oldest account receivable first (except where such account is subject to a pre-existing bona fide dispute between the debtor and Licensee) and remit to Licensee all amounts as they are collected with payment to Licensee of such collections within ten (10) days after the end of each month. Failure by Programmer to pay Licensee such amounts collected on or before the tenth day after the end of each month shall be a material breach hereof.

(b) Licensee hereby assigns to Programmer, and Programmer hereby assumes from Licensee, the obligations and commitments made by Licensee prior to the Commencement Date for commercial advertising time to be aired on or after the Commencement Date (collectively, “Licensee’s Cash Advertising Contracts”) to the extent such contracts are freely assignable, and Programmer shall be entitled to any revenue stemming from its performance of Licensee’s Cash Advertising Contracts. In the event that such commercial advertising time was prepaid (in cash) to Licensee, Programmer shall be entitled to reimbursement for the value of such commercial advertising time and may set off against the Monthly Fee payable by Programmer under this Agreement, the

amount of any such reimbursement.

(c) Licensee hereby warrants that as of the Commencement Date there will be no obligations or commitments of Licensee to be assumed by Programmer arising or to be performed after the Commencement Date under any agreements for the sale of time on the Stations in exchange for good or services (collectively, "Licensee's Trade Agreements") unless disclosed to Programmer in writing prior to the execution of this Agreement.

6. Licensee's Representations, Warranties and Covenants. Licensee represents, warrants and covenants to Programmer that, throughout the Term:

(a) Qualification. Licensee is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Licensee.

(b) Authorizations. Licensee now holds all permits and authorizations necessary for the operation of the Stations including all FCC permits and authorizations. Licensee will continue to hold such permits and authorizations throughout the Term. There is not now pending or to Licensee's knowledge, threatened, any action by the FCC or other party to revoke, cancel, suspend, refuse to renew, or modify adversely any of the licenses, permits or authorizations necessary to the operation of the Stations, and to Licensee's knowledge, no event has occurred that allows or, after notice or lapse of time or both, would allow, the revocation or termination of such licenses, permits or authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Stations as presently conducted. Licensee is operating the Stations and its facilities in material compliance with the Communications Act of 1934, as amended (the "Act"), the FCC Rules and good engineering practices. The Stations' tower and transmitting facilities are in good repair and structurally sound, and possess all necessary lighting and markings to comply with applicable FCC Rules. Licensee has no reason to believe that any such license, permit or authorization will not be renewed in its ordinary course.

(c) No Violation. Licensee, to its knowledge, is not in material violation of any statute, ordinance, rule, regulation, order or decree of any federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which material violation would have an adverse effect on Licensee or its assets or on its ability to perform this Agreement.

(d) Compliance. Licensee has complied with and will continue to comply with all laws, rules and regulations governing the business, ownership and operation of the Stations and the assets used and useful in the operation of the Stations that are material in any way to this Agreement. Licensee shall be responsible for the Stations' compliance with all applicable provisions of the Act, the FCC Rules and all other applicable laws.

(e) Transmitting Facilities. The transmitting and tower facilities of the Stations are currently maintained and shall be maintained in accordance with good engineering practice and all

applicable FCC Rules. The Stations currently comply with and shall continue to comply with all engineering requirements as set forth in its FCC authorizations, and Licensee shall take all steps reasonably necessary to insure continued compliance therewith. The Stations shall be operated in such a fashion as to transmit (except at such time where reduction of power is routine or emergency maintenance activities), at no less than ninety percent (90%) of the Stations' maximum authorized transmitter power and Effective Radiated Power, with ground system and operating parameters, as specified in the current FCC authorization for the Stations. Licensee shall consult with Programmer prior to seeking any modification to the license of the Stations. Licensee shall be responsible for maintaining the operating power of the Stations within the levels required by the FCC for the Stations throughout the Term and shall be responsible for the capital costs related to the repair and replacement of the Tower and Transmitting Equipment, subject to reimbursement of costs by Programmer as provided in Exhibit A.

(f) Employees. Licensee shall retain, on a full time or part time basis, two (2) employees at the Stations' main studio, including a General Manager who shall direct the day-to-day operation of the Stations, and a Chief Operator as that term is defined by the rules and regulations of the FCC (who may also hold the position of Chief Engineer) who shall be responsible for compliance by the Stations with the technical operating and reporting requirements established by the FCC.

(g) Main Studio. Licensee shall maintain a main studio as that term is defined by the rules and regulations of the FCC. Licensee shall maintain an appropriate public inspection file at a location in accordance with the FCC Rules and shall, from time to time, place such documents in that file as may be required by the FCC Rules.

(h) Stations Identification. Licensee shall insure that all required Station Identification announcements are broadcast as required by the FCC Rules, provided that Programmer shall cooperate with Licensee fully in arranging for such announcements to be broadcast.

(i) Emergency Broadcasting. Licensee shall maintain appropriate EAS, or any successor system's receiver, tone generators, and such other equipment as may be required to conform to the FCC Rules.

(j) No Encumbrances. Throughout the Term, there shall be no liens, encumbrances, foreclosures, contractual defaults or outstanding balances of any kind or nature whatsoever which impede or prevent full and complete access to and use of the facilities of the Stations for the transmission of Programmer's material, and the full performance by Licensee and by Programmer of their obligations under this Agreement.

(k) Prompt Payment of Expenses. Licensee shall promptly pay when due any and all expenses or obligations of any kind and nature relating to the operation of the Stations, except those for which Programmer is specifically responsible hereunder, and shall take all steps necessary to insure the continued uninterrupted use of that equipment and those facilities by Programmer.

(l) Authority. Licensee has the power and authority to enter into this Agreement

and to consummate the transactions contemplated by this Agreement. The signature appearing for Licensee at the end of this Agreement have been affixed pursuant to such specific authority as, under applicable law, is required to bind Licensee. Neither the execution, delivery, nor performance by Licensee of this Agreement conflicts with, results in a breach of, or constitutes a default or ground for termination under any agreement to which Licensee is a party or by which it is bound.

(n) Section 73.3555 Certification. Pursuant to Section 73.3555(a)(ii) of the FCC Rules, Licensee hereby certifies that it maintains ultimate control over the Stations' facilities, including, specifically, control over the Stations' finances, personnel and programming.

7. Programmer's Representations. Programmer hereby represents and warrants to Licensee as follows:

(a) Organization. Programmer is a limited partnership duly organized and validly existing under the laws of the State of Texas and has full power and authority to conduct its business as currently conducted,

(b) Authorization, Enforceability. This Agreement has been duly authorized, executed and delivered by Programmer, and is valid, binding and enforceable against Programmer in accordance with its terms. Programmer has the power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

(c) No Consent. No consent of any other party and no consent, license, approval or authorization of, or exemption by, or filing, restriction or declaration with, any governmental authority, bureau, agency or regulatory authority, other than the filing of this Agreement with the FCC, is required in connection with the execution, delivery or performance of this Agreement by Programmer or will effect the validity or performance of this Agreement.

(d) No Breach. Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in the breach of any term, condition or provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any property or assets of Programmer pursuant to the articles of organization or operating agreement or comparable document of Programmer or any agreement or other instrument to which Programmer is a party or by which any part of its property is bound, or violate any law, regulation, judgment or order binding upon Programmer.

(e) Actions and Proceedings. No proceeding is pending against Programmer or, to the knowledge of Programmer, threatened before any court or governmental agency to restrain or prohibit, or to obtain damages, or other relief in connection with, this Agreement or the consummation of the transactions contemplated hereby or that might adversely affect Programmer's performance under this Agreement.

(f) Section 73.3555 Certification. Programmer hereby certifies that this Agreement complies with the provisions of Sections 73.3555(a)(i) and (e)(i) of the FCC Rules.

8. Covenants of Programmer.

(a) Programmer Duties. At all times that Programmer's employees are on Licensee's premises, such employees shall be subject to the overall supervision and ultimate control of Licensee's General Manager. In regard to any Programs designed to assist Licensee in addressing issues of public concern in the local communities, Programmer will consult with Licensee concerning the content of such Programs. All traffic logs provided for advertising to be run on the Stations shall be maintained by Programmer.

(b) Political Advertising. Programmer shall cooperate with Licensee as Licensee complies with its political responsibilities, shall supply to Licensee such information as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law, and shall, in the conduct of its activities with respect to the Stations, comply in all material respects with said political broadcasting requirements, rules and policies. To the extent that Licensee believes necessary, in its sole discretion, Programmer shall release advertising availabilities to Licensee during the Term to permit Licensee to comply with the political broadcast rules of the FCC and the provisions of Section 315 of the Act; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall be remitted to Programmer.

(c) FCC Records. During the Term, Programmer shall be responsible for, and shall maintain and deliver to Licensee such records and information required by the FCC to be placed in the public inspection file of the Stations with respect to the Programs, including information regarding programming which serves community needs and interests, pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC Rules, and with respect to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with the provisions of Section 73.1212 of the FCC Rules.

(d) Payola and Plugola. Neither Programmer nor its agents, employees, consultants or personnel shall accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including but not limited to, a commission, discount, bonus, material, supplies or other merchandise services or labor (collectively, "Consideration") whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Act and the FCC Rules.

(e) Maintenance and Operation of Facilities. Programmer shall have day to day responsibility for routine maintenance, minor repairs and operation of the Stations' technical facilities, but subject to supervision of Licensee's Chief Operator. In particular, without limitation, Programmer shall perform routine maintenance and minor repairs of the transmitter, including assuring the good operating condition of two cooling systems in use at the transmitter building. All such maintenance, repairs and operations shall be conducted according to the standards of good engineering practice and the FCC Rules.

(f) Stations Performance. At all times hereunder Programmer shall use commercially reasonable efforts to maintain the ratings, reputation and goodwill of the Stations with its audience, customers, advertisers and suppliers.

(g) Copying. Programmer represents and warrants that Programmer will have full authority to broadcast the programming on the Stations; that Programmer shall not broadcast any material in violation of the Copyright Act; and the performing rights to all music contained in broadcast material supplied hereunder by Programmer are licensed by BMI, ASCAP, or SESAC, are in the public domain, are controlled by Programmer, or are cleared at the source by Programmer.

(h) Insurance. At all times throughout the Term, Programmer shall maintain in full force and effect policies of insurance with companies recognized in the State of Texas, for full replacement coverage of all of the components of the Stations, including the transmitter, antenna, tower, transmission line, and studio equipment against any and all losses. Programmer will insure all equipment used in the operation of the Stations. Programmer shall also maintain one or more policies of insurance against libel, slander, or like offenses, in amounts deemed commercially reasonable. Licensee shall be named as an additional insured on all such policies of insurance.

9. Indemnification.

(a) By Programmer. With respect to any programming aired by Programmer (other than programming furnished by the Licensee), Programmer shall indemnify and hold Licensee harmless from and against any and all claims (including FCC matters); suits; actions; causes of action; damages and future damages and losses resulting from the loss of a license or licenses; and costs, including but not limited to attorney's fees, arising out of or relating to (a) the Programs, including, without limitation, any and all performing rights fees with respect thereto, (b) any advertising placed on the Stations by or on behalf of Programmer, (c) any act or omission of Programmer or its employees or agents and all Programmer invitees to the facility that cause damage or destruction to the facility or Licensee's equipment or other assets, or personal injury or death to any persons (d) Programmer's failure to comply with any material representation, warranty, covenant or other obligation contained in this Agreement or (e) responding to any FCC investigation, letter of inquiry or order designating a hearing arising from the actions of Programmer. This indemnification shall survive termination of this Agreement.

(b) By Licensee. With respect to any programming originated by the Licensee, Licensee shall indemnify and hold Programmer harmless from and against any and all claims; suits; actions; causes of action; damages; losses; and costs, including but not limited to attorney's fees, arising out of or relating to (a) any programming presented by Licensee, (b) any political advertising presented by Licensee, or (c) Licensee's failure to comply with any material representation, warranty, covenant or other obligation contained in this Agreement. This indemnification shall survive termination of this Agreement.

(c) Procedures.

(1) If any claim or proceeding covered by Sections 9(a) or 9(b) hereof to indemnify and hold a party harmless shall arise, the party seeking indemnification (the "Indemnitee") shall give written notice thereof to the indemnifying party (the "Indemnitor") promptly, but in no event shall such notice be given more than 30 days from the date on which the Indemnitee first became aware of such claim or assertion; provided, however, that the Indemnified Party's failure to give the Indemnitor prompt notice shall not bar the Indemnified Party's right to indemnification unless such failure has materially prejudiced the Indemnitor's ability to defend the claim or proceeding. Notice of indemnification hereunder shall be accompanied by evidence demonstrating Indemnitee's right or possible right to indemnification, including a copy of all supporting documents relevant thereto. After Indemnitor acknowledges its obligation to defend against or settle any such claim or proceeding, the Indemnitor shall not be liable to Indemnitee under this Section 9 for any legal or other expenses subsequently incurred by Indemnitee in connection with the defense thereof, provided, however, that Indemnitee shall have the right to employ counsel to represent it if, in the Indemnitee's sole judgment, it is advisable for Indemnitee to be represented by separate counsel, in which event the reasonable fees and expenses of such separate counsel shall be paid by the Indemnitee. The parties shall fully cooperate in the defense of each claim or proceeding and shall make available to each other all books or records necessary or appropriate for such defense.

(2) Indemnitor shall have the right to employ counsel reasonably acceptable to Indemnitee to defend against the claim or proceeding or to compromise, settle or otherwise dispose of the same; provided, however, that no settlement or compromise shall be effected without the express prior written consent of Indemnitee, which consent shall not be unreasonably withheld or delayed; and, provided, further, that if Indemnitee does not consent to a bona fide offer of settlement made by a third party and the settlement involves only the payment of money, then Indemnitor may, in lieu of payment of that amount to such third party, pay that amount to the Indemnitee. After such payment to the Indemnitee, Indemnitor shall have no further liability with respect to that claim or proceeding and the Indemnitee shall assume full responsibility for the defense, payment or settlement of such claim or proceeding.

(3) If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle any claim or proceeding within twenty (20) days after receiving notice of the claim or proceeding from the Indemnitee (or such shorter period of time specified in the notice as the circumstances of the matter may dictate), the Indemnitee shall be free to dispose of the matter, at the expense of the Indemnitor, in any commercially reasonable manner that the Indemnitee deems in its best interest, subject to the Indemnitor's right subsequently to contest through appropriate proceedings its obligation to provide indemnification.

10. Studio Space. Licensee grants to Programmer unencumbered right to access, and a license to use and occupy the present studio space of Stations during the Term. At Licensee's request, Programmer shall designate and keep available for Licensee, without cost to Licensee, sufficient studio space for Licensee's employees (up to a maximum of two employees), Licensee's public inspection file, and any other records required to be kept by the Licensee pursuant to the

FCC's rules.

11. Call Signs. Licensee will retain all rights to the Stations' call letters or any other call letters, which may be authorized by the FCC for use by the Stations. Programmer is specifically authorized to use the call letters that are used by Licensee for the Stations, in its Programs and promotional material, and in any media used in connection with the Programs.

12. Events of Default: Termination.

(a) Default by Programmer. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to make a payment when due as provided for in this Agreement; or (ii) Programmer fails to observe or perform any covenant, condition or obligation contained in this Agreement or in the Purchase Agreement in any material respect; or (iii) a breach or violation in any material respect by Programmer of any representation, warranty, covenant or agreement made by it under this Agreement or in the Purchase Agreement.

(b) Default by Licensee. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any covenant, condition or obligation contained in this Agreement or in the Purchase Agreement in any material respect; or (ii) a breach or violation in any material respect by Licensee of any representation, warranty, or agreement made by it under this Agreement or in the Purchase Agreement.

Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until ten (10) days in the case of a monetary default and fifteen (15) days in the case of a nonmonetary default, 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 at the end of the applicable cure period.

(c) Remedies. Upon the occurrence of an Event of Default by Programmer, Licensee may (provided Licensee is not then in default of this Agreement) terminate this Agreement, effective immediately upon written notice to Programmer. Upon the occurrence of an Event of Default by Licensee, Programmer may terminate this Agreement, effective immediately upon written notice to Licensee. In the event of such termination, Programmer shall not be liable for any further payments to Licensee except as are due and payable on the termination date. If this Agreement shall be terminated, for whatever reason, including Events of Default or the end of the Term, the parties shall cooperate with one another and take all actions necessary to return the parties to the status quo ante, and to effect an orderly transition of the Stations' programming operations from Programmer to Licensee.

(d) Termination. This Agreement shall automatically terminate upon either the consummation of or thirty (30) days after notice to the other party of any termination of the Purchase Agreement, as set forth therein.

13. General.

(a) Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by the party against whom the waiver is sought to be enforced, and then such waiver and consent shall be effective only in the specific instance and for purpose for which given.

(b) No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Programmer in exercising any right or power hereunder shall operate as a waiver thereof, nor 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, shall preclude any order or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Programmer herein provided are cumulative and are not exclusive of any rights or remedies which they may otherwise have.

(c) Construction. This Agreement shall be construed in accordance with the laws of the State of Texas without reference to conflict of laws principles, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted.

(d) Headings. The headings contained in this Agreement are included for convenience only and no such headings shall in any way alter the meaning of any provision.

(e) Assignments. No party may assign its rights or obligations hereunder without the express prior written consent of the other party; provided, however, that Programmer may assign its rights and obligations under this Agreement in connection with an assignment of its rights and obligations to an Affiliate as provided under the Purchase Agreement without Licensee's consent, provided, that such assignee shall assume all of Programmer's obligations hereunder in writing. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

(f) Force Majeure. Both parties acknowledge and agree that a party will not be liable for any failure to timely perform any of its obligations under this Agreement if such failure is due, in whole or in part, directly or indirectly, to accidents, fires, floods, governmental actions, war, civil disturbances, labor disputes, other causes beyond such party's control or any other occurrence which would generally be considered an event of force majeure in the broadcast industry.

(g) Brokers. The parties agree to indemnify and hold each other harmless against any claims from any broker or finder based upon any agreement, arrangement, or understanding alleged to have been made by the indemnifying party.

(h) Counterpart Signatures. This Agreement may be signed in one or more counterparts.

(i) Notices. All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed given if (i) mailed by certified mail, return receipt requested, or delivered by nationally recognized “next-day” delivery service (which shall include delivery by Federal Express or other nationally recognized, reputable overnight courier service that issues a receipt or other confirmation of delivery) to the parties at the addresses set forth below (or at such other address for a party as shall be specified by like notice), or (ii) sent by facsimile with receipt confirmed electronically to the number set forth below (or such other number for a party as shall be specified by proper notice hereunder):

If the notice is to Licensee Metropolitan Radio Group, Inc.
318 Pershing Street
Springfield, MO 65806
Attention: Mark L. Acker
Facsimile: 417-862-9079

If the notice is to Programmer: Amigo Broadcasting, L.P.
8828 N. Stemmons Freeway, Suite 106
Dallas, Texas 75247
Attn: James L. Anderson
Facsimile: 214-634-7523

With a copy to: Thompson & Knight L.L.P.
1700 Pacific Avenue Suite 3300
Dallas, Texas 75201-4693
Attention: Charles B. Boehler, Esq.
Facsimile: 214-969-1751

(j) Entire Agreement. This Agreement (including all schedules) embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof.

(k) Severability. Except as expressly set forth in Section 16(o), if any provision contained in this Agreement is held to be invalid, illegal or unenforceable in any respect by any court or other authority, then such provision shall be deemed limited to the extent that such court or other authority deems it reasonable and enforceable, and as so limited shall remain in full force and effect. In the event that such court or other authority shall deem any such provision wholly unenforceable, this shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein unless the invalidity or unenforceability of such provision or provisions causes the terms of this Agreement to conflict with the underlying business agreement of the parties as reflected in this Agreement as written.

(l) No Joint Venture. The parties agree that nothing herein shall constitute a joint

venture between them. The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

(m) Damage to Stations. In the event of damage or destruction to the Stations (other than damage or destruction caused by Programmer), Licensee shall proceed to repair, replace or restore the Stations to its former condition, or upon notice from Licensee that it does not intend to perform such repair, replacement or restoration, this Agreement, may be terminated by Programmer upon ten (10) days written notice. In the event Licensee does proceed to repair, replace or restore the Stations, Programmer shall assign to Licensee for such purpose any and all proceeds of Programmer's insurance policies that are paid to Programmer as reimbursement for such damage or destruction of the Stations other than for proceeds from (i) business interruption or comparable insurance, or (ii) insurance on Programmer's property, which shall be retained by Programmer.

(n) Noninterference. During the term of this Agreement, neither Licensee nor any of its employees shall take any actions that might impair the operations of Programmer conducted hereunder, except to the extent expressly contemplated by this Agreement or as otherwise required by law.

(o) Regulatory Changes. If the FCC determines that this Agreement is inconsistent with Licensee obligations or is otherwise contrary to FCC policies, rules and regulations, or if regulatory or legislative action subsequent to the date hereof alters the permissibility of this Agreement under the FCC's rules or the Communications Act, the parties shall renegotiate this Agreement in good faith and recast this Agreement in terms that are likely to cure such defects and return a balance of benefits to both parties comparable to the balance of benefits provided by the Agreement in its current terms. If, after such negotiations, either party determines in good faith and on reasonable grounds that recasting this Agreement to resolve such defects is impossible, either party may terminate the renegotiation contemplated herein by giving 30 days prior written notice. If termination of negotiations shall occur pursuant to this paragraph, such termination shall extinguish and cancel this Agreement.

(p) Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to: (i) confer any rights or remedies on any person other than Programmer and Licensee and their respective successors; (ii) relieve or discharge the obligation or liability of any third party, or (iii) give any third party any right of subrogation or action against the Parties.

(q) Attorneys Fees. If either Programmer or Licensee initiates suit to enforce its rights under this Agreement, the prevailing party shall be entitled to its cost of suit, including its attorneys' fees.

(r) Counsel. Each Party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each Party hereby waives the application of any rule of law which would otherwise be applicable in connection with the interpretation of this Agreement and each provision shall be interpreted or construed against the party

whose counsel drafted that provision.

(s) Venue. Venue for any action relating to, or arising from, this Agreement shall be in the County of Dallas, Texas.

(t) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original.

*****Signature Page to Follow*****

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

LICENSEE:

METROPOLITAN RADIO GROUP, INC.

By: _____
Mark L. Acker,
President

PROGRAMMER:

AMIGO BROADCASTING, L.P.

By: Rodriguez Operating, Inc.
(Its General Partner)

By: _____
JAMES A. GAMMON,
Executive Vice President

EXHIBIT A

MONTHLY FEES FOR TIME BROKERAGE AGREEMENT

A. Programmer shall pay Licensee, on a monthly basis, payable in advance by the fifth day of each month as follows:

- (1) \$6,000.00 per calendar month during the effective term of the Time Brokerage Agreement, with \$4,000 per month being allotted to KBZD-FM and \$2,000 per month being allotted to KTNZ-AM.

B. Programmer shall also reimburse Licensee on a monthly basis for Licensee's payment of the Stations's expenses listed below within five (5) days of receipt from the Licensee of a certificate (with attached invoices, etc.) documenting payment of those expenses. Provided, however, no reimbursement shall be made for salaries and benefits of Licensee's General Manager or Licensee's income taxes:

- (1) Lease and Utility Payments (prorated, as applicable, for any period in which the Time Brokerage Agreement is not in effect for the entire period).
- (2) Fees and Licenses (prorated, as applicable, for any period in which the Time Brokerage Agreement is not in effect for the entire period).
- (3) Property Insurance and Taxes (prorated, as applicable, for any period in which the Time Brokerage Agreement is not in effect for the entire period).
- (4) Miscellaneous Stations Expenses (including costs under contracts to be assumed pursuant to the Asset Purchase Agreement).

C. Licensee Reserved Time: Upon reasonable notice to Programmer, Licensee reserves the hours of 7AM to 9AM Sunday morning for its news and public affairs programming.