

RLH RADIO, INC.
DEBTOR

* UNITED STATES OF AMERICA
* STATE OF LOUISIANA
* PARISH OF LAFAYETTE

FM RADIO. L.C.
SECURED PARTY

This Security Agreement is entered into as of the ____ day of _____, 200__, between RLH Radio, Inc. (referred to as "Company" or "Grantor"), whose address is 317 12th Street, Lafayette, La., 70501, and whose Employer Identification Number is _____, and FM Radio, L.C., whose address is 308 Verdunville Road, Franklin, La. 70538, and whose Employer Identification Number is _____, (hereinafter referred to as the "Secured Party").

WITNESSETH

For valuable consideration, Company hereby pledges to Secured Party and grants to Secured Party a continuing security interest in the Collateral to secure Company's present and future Indebtedness and agrees that Secured Party shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Secured Party may have by law or otherwise.

1 DEFINITIONS.

1.1 When used herein, the following terms shall have the following meanings:

(a) "Agreement" refers to this Security Agreement as this Agreement may be modified or amended in writing from time to time, and to any exhibits or attachments to this Agreement.

(b) "Indebtedness" means the indebtedness of Company to Secured Party as evidenced by the Promissory Note dated _____, 200_ in the principal amount of \$435,000.00, plus all contingency payments, interest, costs, expenses and attorneys' fees under the Promissory Note.

(c) "Collateral" shall mean all property and interests in property in which a security interest is granted to the Secured Party by the Company hereunder.

(d) "Event of Default" means individually, collectively and interchangeably any of the Events of Default set forth below in the section entitled "Events of Default."