

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT ("Agreement"), is made as of FEBRUARY 15, 2010, by and between Withers Family Texas Holdings, LP ("Licensee"), a Texas Limited Partnership, and SportsradioCC, LLC, a Texas Limited Liability Company, ("Programmer").

RECITALS

A. Licensee owns and operates radio station KSIX-AM ("Station"), licensed by the Federal Communications Commission ("FCC") to serve the community of Corpus Christi, Texas, and desires to sell to Programmer airtime for the broadcast of programs that Programmer produces or has available for broadcast on the Station.

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 programming.

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

D. Licensee and Programmer have entered into good faith negotiations, each with the other, for Programmer to purchase from Licensee all of the assets used and useful in the operation of the Station.

Therefore, in consideration of the foregoing premises, the mutual covenants contained herein and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Section 1. Agreement Term.

This Agreement shall take effect upon its execution by both parties, and shall continue in full force and effect until the sooner of (a.), FCC approval of that certain Asset Purchase Agreement into which the Licensee and Programmer intend to enter, and the closing of the transaction contemplated therein, or (b.), the cessation by either party of good faith negotiations toward the Asset Purchase Agreement referred to in this Section.



Programmer to transmit or relay programming for the Station from the studio facility located at 826 S. Padre Island Drive, Corpus Christi, Texas.

2. Programmer's Purchase of Airtime and Provision of Programming. Programner 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 or owns (the "Program" or "Programs") for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week, excluding the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the "Broadcasting Period"). Programmer will transmit its Programs to the Station's transmitting facilities via a mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) that will ensure that the Programs meet technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term.

3. Broadcasting Obligations. In return for the payments to be made by Programner hereunder, Licensee shall broadcast the Programs delivered by Programmer during the Broadcasting Period specified in Section 2, subject to the provisions of Section 7 and to the right of Licensee to reject any Program which does not meet Licensee's technical standards, as set forth in Section 2.

4. Advertising Sales. Programmer will be exclusively responsible for the sale of advertising on the Station, and for the collection of accounts receivable arising from its sale of advertising, for the hours during which it is responsible for programming the Station. All contracts for advertising on the Station which may be entered into by Programmer shall terminate upon the termination of this Agreement..

5. Payments for Broadcasting. Programmer shall pay Licensee One Thousand-Seven Hundred-Fifty Dollars (\$1750.00) every month as full payment for ~~airtime~~ on the Station, for the duration of this Agreement. Payments shall be made no later than the 10th day of the month in which the Programmer's programming was aired. Programmer shall have no right to any reimbursement whatsoever, for programming that did not air, provided, however, that if the Station is off the air for more than 48 hours, except for causes beyond the Licensee's control, the Programmer shall be entitled to a pro-rated reimbursement of these payments.

6. Delivery of Programs. Programmer shall begin delivering programming to the Station effective immediately upon execution of this agreement.

7. Operation, Ownership and Control of the Station. (a) 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 finances, personnel and programming of the Station. 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 a Station Manager for the Station, who

will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer, (ii) employ or contract with an engineer for the Station, who will report and be solely accountable to Licensee and will maintain the Station's broadcast equipment and technical facilities, including its studio equipment, transmitter, tower, and transmission line, in good working condition (subject to the provisions of Section 16.3 below), and who shall have no employment, consulting, or other relationship with Programmer, and (iii) retain control over the policies, programming and operations of the Station, including the right to preempt any programming it deems unsuitable or contrary to the public interest.

(b) Nothing contained herein shall prevent or hinder Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (ii) 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 community of license of the Station. If in any month Licensee preempts any Program(s) pursuant to the preceding clause, Licensee shall refund to Programmer such portion of the monthly payment made to Licensee pursuant to Section 5.1 hereof as the total time preempted bears to the total amount of time in the Broadcasting Period for such month.

(c) Licensee reserves the right to:

(i) refuse to broadcast any Program containing matter which is violative of, or which Licensee reasonably believes violates, or which a third party claims to violate, any right of any third party, or which may constitute a "personal attack" as that term has been defined by the FCC;

(ii) refuse to broadcast any Program which does not meet the requirements of the rules, regulations, and policies of the FCC or of any other federal, state or local authority with jurisdiction over the broadcast of the Programs or the regulations and restrictions set forth in Section 12 or in Schedule A attached hereto;

(iii) preempt any Program in the event of a local, state, or national emergency; and

(iv) delete any commercial announcements that do not comply with the requirements of the FCC, including but not limited to the FCC's sponsorship identification policy set forth in 47 C.F.R. Section 73.4242, and as this policy may be changed from time to time by the FCC.

(d) Programmer agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee instructions and to immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file.

8. Maintenance of Signal. During the Term, Licensee shall operate the Station in accordance with authorizations from the FCC as may be in force and effect at the time, including authorizations for special temporary authority.

9. Special Rights to Terminate. Either party to this Agreement may terminate this Agreement if: (i) the FCC's policies or rules change in a manner that would require such termination by providing the other party with ten (10) days' advance written notice; (ii) the Asset Purchase Agreement terminates without a closing of the transactions contemplated therein and the party desiring termination of this Agreement was not in default of the Asset Purchase Agreement.

10. Intentionally Omitted.

11. Intentionally Omitted.

12. Programs.

12.1 Production of the Programs. Licensee acknowledges that it is familiar with the type of programming Programmer currently produces and has determined that the broadcast of such programming on the Station would serve the public interest. In producing the Programs to be broadcast on the Station, Programmer will abide by the regulations and restrictions set forth in Schedule A to this Agreement. Programmer agrees that the contents of the Programs it transmits to Licensee shall conform to FCC rules, regulations and 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 Refugio, Texas, as those issues are made known to Programmer by Licensee. 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.

12.2 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 political broadcast rules of the FCC. 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. To the extent that Licensee believes necessary, in its sole discretion, Programmer shall release advertising availabilities to Licensee during the Broadcasting Period to permit Licensee to comply with the political broadcast rules of the FCC and the provisions of Section 315 of the Communications Act of 1934, as amended; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

13. 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 to Licensee and (ii) the costs of delivering the Programs to Licensee. Programmer will use its own production facilities to create the Programs. 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. Licensee will also pay for all rent, utilities and other charges associated with the use of its transmitter site. Licensee will provide all personnel necessary for the broadcast transmission of the Programs and related costs for all such personnel.

14. Call Signs. Licensee will retain any rights it has to the call letters KSIX, or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer is specifically authorized to use the call letters KSIX, or any other call letters used by the Licensee for the Station, in its programs and in any promotional material, in any media, used in connection with the programs.

15. Events of Default; Termination.

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

- (a) Programmer fails to make timely payments in full as provided for in Sections 5 and 13 of this Agreement;
- (b) Programmer fails to observe or perform any other covenant, condition or obligation contained in this Agreement; or
- (c) Breach or violation by Programmer of any representation or warranty made by it under this Agreement.

15.2 Licensee Events of Default. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement:

- (a) Licensee fails to observe or perform any covenant, condition or obligation to be performed by Licensee which is contained in this Agreement; or
- (b) Breach or violation by Licensee of any representation or warranty made by it under this Agreement.

15.3 Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event(s) of Default and such Event(s) of Default remain(s) uncured.

15.4 Termination in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 15.3, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. In the event of such termination by Programmer, Licensee shall refund to Programmer the pro rata portion of the payments which Programmer has made to Licensee pursuant to Section 5.1 for the unused portion of the Broadcasting Period.

16. Intentionally Omitted.

17. 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 Programs. Further, Programmer warrants that the broadcasting of the Programs will not violate any rights of any third party, and Programmer agrees to indemnify and hold the Station, and Licensee's officers, directors, agents, stockholders, and employees harmless against any claim, damages, liability, costs and expenses, including counsel fees (at trial and on appeal), arising from the production and/or broadcasting of the Programs. Programmers' obligation to hold Licensee harmless under this Section shall survive any termination of this Agreement.

18. Authority. Programmer and Licensee each has the power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Each of Licensee and Programmer is a limited liability company which is in good standing in the state of its incorporation and qualified to do business in the State of Texas. The signatures appearing for Programmer and Licensee, respectively, at the end of this Agreement have been affixed pursuant to such specific authority as, under applicable law, is required to bind them. Neither the execution, delivery, nor performance by Licensee or Programmer of this Agreement conflicts with, results in a breach of, or constitutes a default or ground for termination under any agreement to which Licensee or Programmer, respectively, is a party or by which either of them, is bound.

19. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by both 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.

20. Assignability: No Third Party Rights. The rights and obligations of each party under this Agreement may not be assigned without the prior written consent of the other party hereto. The covenants, conditions and provisions hereof are and should 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.. Programmer shall not enter into a local programming and marketing agreement with respect to the Station with any third party without the advance written consent of Licensee.

21. Construction. This Agreement will be construed in accordance with the substantive laws of the State of Missouri without regard to principles of conflicts of laws.

22. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

23. Notice. Any notice required under this Agreement must be in writing. Any payment, notice or other communication will be deemed given when delivered personally, or mailed by certified mail or recognized overnight courier, postage prepaid, addressed as follows (or to such other address designated in writing upon due notice to the other party):

To Licensee:

Withers Family Texas Holdings, LP
1921 Crampton Ct.
Chesterfield, Missouri 63017-8038
ATTN: James G. Withers

To Programmer:



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

25. Relationship of Parties. Neither 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.

26. Force Majeure and Facilities Upgrades. (a) 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 15 of this Agreement and neither party will be liable to the other party therefor.

(b) Notwithstanding the provisions of Section 26(a), any failure of Licensee to broadcast the Programs for the reasons described in Section 26(a)(i) and (ii) above beyond a brief interruption in service, not to exceed five (5) hours, due to causes beyond Licensee's control shall entitle Programmer to a pro rata reduction in the payment required under Section 5.1 of this Agreement with respect to periods during which Licensee facilities failed or were impaired or were not furnished.

(c) Programmer and Licensee each agrees to exercise diligent and good faith efforts to remedy the conditions in Section 26(a)(i) and (ii) as soon as practicable.

27. Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

28. Heading. 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.

29. Successors and Assigns. This Agreement shall be binding and inure to the benefit of parties hereto and their respective successors and assigns.

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

WITHERS FAMILY TEXAS HOLDINGS, LP

BY: 

ITS 

DATE: _____

FOR: Spartanburg CC, LLC

BY: 

ITS Member

DATE: 11-7-2010

SCHEDULE A REGULATIONS AND RESTRICTIONS

Programmer will take care to observe and exercise reasonable diligence to comply with the following regulations and restrictions in the preparation, writing and broadcasting of the Programs:

- I. Respectful of Faiths. The subject of religion and references to particular faiths, tenets and customs will be treated with respect at all times.
- II. No Attacks. The Programs will not be used as a medium for attack on any race, ethnic group, gender, nationality, disability, faith, denomination or sect or upon any individual or organization.
- III. Controversial Issues. Any discussion of controversial issues of public importance will be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity or like personal qualities of any person or group of persons will be made during the discussion of controversial issues of public importance; and, during the course of political campaigns, the Programs are not to be used as a forum for editorializing about individual candidates.
- IV. No Plugola or Payola. The mention of any business activity or "plug" for any commercial, professional or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited. No commercial messages ("plugs") or undue references shall be made in programming presented over the Station to any business venture, profit making activity or other interest (other than noncommercial announcements for bona fide charities, church activities or other public service activities) in which Programmer is directly or indirectly interested without the same having been approved in advance by the Station's General Manager and such broadcast being announced, logged and sponsored.
- V. No Gambling. Any form of gambling on the Programs or advertised on the Station is prohibited.
- VI. Election Procedures. At least 90 days before the start of any election campaign, Programmer will clear with the Station's General Manager the rate that Programmer will charge for the time to be sold to candidates for public office or their supporters to make certain that such rate conforms with applicable law and the Station's policies.
- VII. Required Announcements. Programmer will broadcast any announcements required by applicable law or the Station's policies.

- VIII. Credit Terms Advertising. Pursuant to rules of the Federal Trade Commission, no advertising of credit terms will be made over the Station beyond mention of the fact that, if desired, credit terms are available.
- IX. No Illegal Announcements. No announcements or promotions prohibited by law of any lottery or game will be made over the Station. Any game, contest or promotion relating to, or to be presented over, the Station must be fully stated and explained in advance to Licensee, which reserves the right, in its discretion to reject any game, contest or promotion.
- X. Licensee Discretion Paramount. In accordance with Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with the Station's policies or which, in Licensee's judgment, would not serve the public interest.
- XI. Programming Prohibitions. Programmer will not knowingly broadcast any of the following programs or announcements:
- A. False Claims. False, deceptive or unwarranted claims for any product or service.
 - B. Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy or any other unfair competition.
 - C. Profanity and Foul Language. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment.

Licensee may waive any of the foregoing regulations and restrictions in specific instances if, in its opinion, good broadcasting in the public interest is served thereby.