EXECUTION

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AND PROGRAM SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of this 29th day of November, 2007, by and between **South Texas Broadcasting, Inc.**, a corporation organized and subsisting under the laws of the State of Texas ("Licensee") and **BusinessRadio Houston LLC,** a Limited Liability Company organized and subsisting under the laws of the State of Delaware (the "Programmer").

B A C K G R O U N D

WHEREAS, Licensee is the Federal Communications Commission (the "FCC") licensee of radio station KTEK(AM), 1110 kHz, Alvin, Texas (FCC Facility ID No. 10827) (the "Station"), and has available broadcasting time on the Station;

WHEREAS, Programmer desires to avail itself of the broadcast time of the Station for the presentation of a programming service, including the sale of advertising time, in accordance with procedures and policies approved by the FCC;

WHEREAS, Licensee and Programmer have entered into an Asset Purchase Agreement ("Purchase Agreement"), dated November 29, 2007 pursuant to which Licensee will convey and Programmer will purchase certain assets associated with the Station.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Sale Of Time

1.1. Broadcast of Programming

During the Term, as defined below, Licensee shall make available exclusively to Programmer broadcast time on the Station from 12:00 a.m. to 11:59 p.m. Monday through Sunday for the broadcast of Programmer's programs (the "**Programming**"); provided that Licensee shall specifically reserve from such time: (a) downtime occasioned by routine maintenance consistent with prior practice; (b) such times as the parties may agree, not to exceed two (2) hours per week, during which time Licensee may broadcast additional programming designed to address the concerns, needs and issues of the Station's listeners ("**Licensee's Public Service Programming**"); (c) times when Programmer's programs are not accepted or are preempted by Licensee in accordance with Section 2.3 of this Agreement or because such Programming does not satisfy the standards of Section 2.4.1 of this Agreement; and (d) Force Majeure Events, as defined in Section 1.6 of this Agreement, that affect Licensee (such hours, subject to the reservation, being the "**TBA Hours**").

1.2. Term

This Agreement shall be effective and binding between the parties as of the date first set forth above. The term for the provision of Programming by the Programmer and related performance thereto by both parties of this Agreement (the "**Term**") shall be for the period commencing on February 1, 2008, or such other time as the parties mutually agree (the "**Commencement Date**"), and terminating on the earliest of: (a) twelve (12) months following the termination of the Purchase Agreement for any reason other than as a result of Programmer's default of the Purchase Agreement, provided Programmer shall have first posted the Security Deposit as set forth in Section 1.4 hereof; (b) the Closing Date, as defined in the Purchase Agreement; (c) termination of this Agreement pursuant to Section 7; (d) eighteen (18) months after the Commencement Date; or (e) six (6) months after termination of the Purchase Agreement as a result of Programmer's default of the Purchase Agreement.

1.3. Payments

Programmer shall pay to Licensee the amounts set forth on Schedule 1.3 hereto, as provided on such schedule, for the rights granted under this Agreement. In accordance with Licensee's rights under Section 2.3.2 below, and provided Programmer is not then in default hereof, if Licensee preempts, deletes, delays, suspends, cancels or fails to broadcast any of the Programming during time that would otherwise be considered as TBA Hours, Programmer shall receive a credit equal to the *pro rata* portion of the Monthly Fee paid for the month in which such preemption, deletion, delay, suspension, cancellation or failure to broadcast occurs pursuant to Section 2.3.2. Any credit due Programmer shall be applied to the Monthly Fee due immediately following the calendar month during which such suspension, cancellation, preemption or delay subject to credit occurred.

1.4 Security Deposit

Prior to the broadcast of the Programming following the termination of the Purchase Agreement for any reason, Programmer shall deposit with Licensee the amount of One Hundred Thirty Thousand Dollars ($130,000) plus an amount equal to 200% of the average Station Expenses for the Station as Security Deposit ("Security Deposit"). It is expressly understood and agreed that the Security Deposit is not an advance payment of the Monthly Fee or a measure of Licensee's damages in the case of Programmer's default. The Security Deposit shall be held by Licensee, without obligation for interest, as security for the faithful performance by Programmer of all of the terms, covenants and conditions of this Agreement to be kept and performed by Programmer during the Term. If Programmer defaults with respect to any provisions of the Agreement, including but not limited to the payment of the Monthly Fee, Licensee may (but shall not be required to), without prejudice to any other right Licensee has on account thereof, use, apply or retain all or any part of the Security Deposit for the payment of any Monthly Fee or any other sum in default, or for the payment of any other amount which Licensee may spend or become obligated to spend by reason of Programmer's default or to compensate Licensee for any loss or damage which Licensee may suffer by reason of