

LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT ("Agreement") is made and entered into as of March ____, 2009, by and between by and between TRIUMPH COMMUNICATIONS, INC., a Texas corporation (hereinafter, "Licensee"), with its principal place of business located at 6915 Harrodsburg Road, Nicholasville, Kentucky 40356, and ALBERT G. BENAVIDES and RICKY G. BENAVIDES, (hereinafter, "Broker"), with their principal place of business located at 1220 Broadway, Suite 1035, Lubbock, Texas 79401.

W I T N E S S E T H

WHEREAS, Licensee is the licensee of radio station KRBL(FM), which is authorized by the Federal Communications Commission ("FCC") to operate on a frequency of 105.7 MHz at Idalou, Texas (Facility ID No. 68155) (the "Station");

WHEREAS, Licensee and Broker are parties to an asset purchase agreement of even date herewith (the "Purchase Agreement"), pursuant to which Licensee has agreed to sell and Broker has agreed to purchase the assets of the Station on the terms and conditions set forth therein. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pending consummation of the transactions provided in the Purchase Agreement, Licensee has broadcast time available for sale on the Station and desires that Broker provide radio programming to fill such time that is responsive to the needs, interests, issues and desires of the Station's community of license and service area;

WHEREAS, Broker has experience in radio programming;

WHEREAS, Broker desires to purchase time on the Station to present its programming on the Station and to sell advertising time for inclusion in said programming, and is willing to purchase that broadcast time, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the Federal Communications Commission ("FCC").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and in the Purchase Agreement, the parties hereto have agreed and do agree as follows:

1. Term. On April 1, 2009, Licensee agrees to make its broadcasting transmission facilities available to Broker and to broadcast on the Station, or cause to be broadcast, Broker's radio programs. The parties agree that for the purpose of this Agreement, April 1, 2009 shall be considered the "Commencement Date." The term of this Agreement (the "Term") shall commence on the Commencement Date and shall terminate as provided in Section 9.1 herein.

2. Consideration. As consideration for the air time made available hereunder, Broker shall make payments to Licensee as set forth in the Purchase Agreement and Attachment I hereto.

3. Station Facilities.

3.1 Program Time. Throughout the Term, Licensee shall make available to

Broker the broadcast rights of the Station and shall cause to be broadcast using such rights the programming provided to Licensee by Broker. Licensee's broadcast rights shall be made available to Broker by Licensee for the maximum time authorized up to one hundred sixty-eight (168) hours per week, Sunday through Saturday, except for (i) downtime occasioned by routine maintenance, (ii) program time reserved by Licensee as provided below, (iii) times when Broker's programs are not accepted or are preempted by Licensee in accordance with this Agreement, and (iv) times when the Station is not broadcasting because of Force Majeure Events (as defined below). In any event, Broker shall make available to Licensee its programming during a sufficient number of hours to enable the Station to meet the minimum hours of operation required under the rules and regulations of the FCC and the policies adopted pursuant to such rules and regulations (the "FCC Rules"). Licensee may reserve the hours between 4:00 a.m. and 6:00 a.m. on Sunday mornings to broadcast public affairs programming produced or acquired by Licensee.

3.2 Station and Broadcast Facilities. To facilitate delivery of programming by Broker to Licensee hereunder, Licensee hereby grants to Broker the non-exclusive right for the term of this Agreement to use the equipment in the studio currently located at 916 Main Street, Suite 617, Lubbock, Texas or such other studio location as Licensee may maintain during the Term ("the Studio") for broadcasting programs on the Station pursuant to this Agreement (the "Broadcast Equipment"). In addition, Broker shall have, and Licensee hereby grants to Broker, a nonexclusive license to enter the premises on which the Studio is located for purposes of producing its programming hereunder. Such license shall apply only to the Station and may not be assigned by Broker to any other person or entity without prior consent of Licensee. In the event that it exercises this right to use the equipment, Broker shall maintain the Broadcast Equipment free and clear of liens, claims or encumbrances of any third party claiming by, through or under Broker and shall take reasonable care of the Studio and Broadcast Equipment, subject to ordinary wear and tear. Alternatively, Broker may originate its programs for broadcast on the Station from Broker's own studio or other location, in which case Broker shall be responsible, at its sole expense, for the delivery of such programming to the Station. If the Broker and the Licensee agree to relocate the Studio to the Broker's existing studio facilities or any alternate facilities, the Broker agrees to lease or sub-lease a sufficient portion of the Broker's studio to the Licensee at the end of the Term for \$100.00 per month until the Closing Date on the asset sale to Broker; or, if the asset sale to Broker does not consummate, then for up to five years.

3.3 Maintenance; Interruption of Normal Operations. Subject to reimbursement by Broker as set forth in Attachment I hereto, Licensee shall perform, at its expense, all necessary maintenance work on the equipment and facilities of the Station, which shall be undertaken at such hours and on such terms as to cause the least disruption to the Station's operations. If the Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, Licensee shall, subject to reimbursement by Broker as set forth in Attachment I hereto, as soon as possible, undertake such repairs as are necessary to restore full-time operation of the Station with its maximum authorized facilities, after the occurrence of any such loss or damage.

3.4 Force Majeure. Any failure or impairment of facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or

in part, for broadcast, due to acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, force majeure, or any other causes beyond the reasonable control of Licensee or Programmer (collectively, "Force Majeure Events"), shall not constitute a breach of this Agreement. Broker and Licensee shall exercise commercially reasonable efforts to remedy any such conditions affecting compliance with their obligations under this Agreement. During such time, Broker will not be obligated to pay the compensation to Licensee otherwise due hereunder.

4. Station Programming Policies.

4.1 Broadcast Station Programming Policy Statement. Broker has advised Licensee of the nature of the programming and Licensee accepts such as being consistent with the public interest and local community needs. Broker will make no material changes in the programming after the Commencement Date without the prior consent of Licensee which shall not be unreasonably withheld. Licensee has adopted and will enforce a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Attachment II hereto and which may be amended in a reasonable manner from time to time by Licensee upon notice to Broker. Broker agrees and covenants that all programming, advertising spots, promotional material and announcements that it provides for broadcast on the Station shall comply in all material respects with: (i) the Policy Statement; (ii) all applicable federal, state and local laws, rules and regulations, including the Communications Act of 1934, as amended (the "Act"), the FCC Rules, and the rules and regulations of the Federal Trade Commission ("FTC"); and (iii) all subsequent changes to the Policy Statement, the FCC Rules and the Act. Broker acknowledges that Licensee has not urged, counseled or advised the use of any unfair business practice. If Licensee determines in good faith in its sole discretion that a program supplied by Broker does not comply with the Policy Statement or the law or is contrary to the public interest, it may, upon prior notice to Broker (to the extent time permits such notice), suspend or cancel such program without liability to Broker. In such cases, Broker will be afforded the opportunity to substitute other programming, and if other substitute programming is actually aired, then there will be no reduction or offset in the payments due Licensee under this Agreement. Licensee will use reasonable efforts to provide such notice to Broker prior to the suspension or cancellation of such program.

4.2 Broker Compliance with Copyright Act. Broker represents and warrants to Licensee that Broker has full authority to broadcast its programming on the Station, and that Broker shall not broadcast any material in violation of the Copyright Act. All music supplied by Broker shall be: (i) licensed by ASCAP, SESAC or BMI; (ii) in the public domain; or (iii) cleared at the source by Broker. The right to use the programming and to authorize its use in any manner shall be and remain vested in Broker. Licensee will maintain ASCAP, BMI and SESAC licenses, for any programming that it produces for the Station pursuant to Section 3.1 above, as may be necessary.

4.3 Sales. Broker shall retain all revenues from the sale of advertising time associated with the programming it provides to Licensee. Broker shall be responsible for payment of the commissions due to any national sales representative engaged by it for the purpose of selling national advertising which is carried during the programming it provides to Licensee. Unless otherwise agreed between the parties, Licensee shall retain all revenues from the sale of the Station's advertising during any hours each week in which Licensee airs its own

public affairs programming pursuant to Section 3.1 hereof.

4.4 Payola. Broker agrees that it will not 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”) for the inclusion of any matter as part of the programming or commercial matter supplied by Broker to Licensee for broadcast on the Station, whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the party making or accepting such Consideration is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Act and FCC requirements. Broker agrees that it will execute and provide Licensee with a Payola Affidavit from each of its employees involved with programming of the Station, substantially in the form attached hereto as Attachment III.

4.5 Cooperation on Programming; Issues/Programs Lists; Public Inspection File. Licensee is satisfied that Broker’s programming is responsive to the needs and interests of Idalou, Texas and the Station’s service area. Broker shall, upon reasonable request, provide Licensee with information concerning such of Broker’s programs as are responsive to community issues so as to assist Licensee in the satisfaction of its public service programming obligations. Broker shall also provide Licensee such other information necessary to enable Licensee to prepare records and reports required by the FCC or other local, state or federal government entities, including the quarterly issues/programs lists required by the FCC. Broker shall promptly provide Licensee with any complaint or comments received regarding any programming broadcast on the Station.

4.6 Station Identification and EAS. Broker shall cooperate with Licensee to allow Licensee to ensure compliance with the applicable FCC Rules regarding the broadcast of hourly station identification announcements and required Emergency Alert System (“EAS”) tests.

4.7 Political Advertising. Any qualified political candidate for federal office shall have reasonable access to the Station under this Agreement in accordance with the applicable FCC Rules. In addition, Broker shall cooperate with Licensee to assist Licensee in complying with all other FCC Rules regarding political broadcasting. Licensee shall promptly supply to Broker upon request, and Broker shall promptly supply to Licensee upon request, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with the FCC Rules, including the lowest unit rate, equal opportunities, reasonable access, political file and related requirements of the Act and the federal election laws, including the Bipartisan Campaign Reform Act of 2002. Licensee, in consultation with Broker, shall develop a statement which discloses its political broadcasting policies to political candidates and Broker shall follow those policies and rates in the sale of political programming and advertising to be broadcast on the Station.

4.8 Licensee Control of Programming. Licensee shall maintain such rights to suspend or preempt programming as provided in Sections 4.1 and 6.1 herein.

4.9 Intellectual Property. Broker hereby grants to Licensee a license to utilize

the call signs, slogans and other intellectual property of the Station during the term of this Agreement, which license may not be further assigned by Licensee to any other person or entity.

5. Responsibility for Employees and Expenses.

5.1 Employees. Subject to reimbursement by Broker as set forth in Attachment I hereto, Licensee shall provide and be responsible for the Station's General Manager and such other personnel as shall be necessary to comply with FCC Rules regarding the staffing of a main studio for a radio broadcasting station (including a Chief Operator for the Station) and for the production and transmission of Licensee's own programs, and will be responsible for the salaries, taxes, benefits, insurance and related costs for all Licensee's employees.

Broker shall employ and be responsible for the salaries, commissions, taxes, insurance and all other related costs of all personnel and property involved in the production and broadcast of Broker's programming, including air personalities, salespersons, traffic personnel, board operators, technical staff and other programming staff members. Whenever on the Station's premises, Broker's personnel shall be subject to the supervision and the direction of Licensee.

5.2 Expenses and Liabilities.

(i) Subject to reimbursement by Broker as set forth in Attachment I hereto, Licensee shall be responsible for payment of the costs associated with the day-to-day operation of the Station, including maintenance, repair and replacement expenses to the Station's transmission facilities in the ordinary course; lease payments, taxes and insurance relating to all real property leased or owned by Licensee; any federal, state and local taxes levied upon the Station and Licensee's own payroll; electric and other utility payments; casualty and liability insurance for all Station's facilities; all FCC regulatory fees; and the fees of Licensee's consulting engineer.

(ii) Broker shall be responsible for all liabilities, debts and obligations of Broker based upon the purchase of air time on the Station under this Agreement and use of Licensee's transmission facilities including, without limitation, accounts payable, barter agreements and unaired advertisements. Broker shall pay for all telephone calls associated with program production and listener responses, for the fees to ASCAP, BMI and SESAC related to Broker's programming, and for any other copyright fees attributable to its programming broadcast on the Station pursuant to this Agreement. Broker shall make any arrangements necessary and be solely responsible for the cost of delivering Broker's programming to the Station.

6. Operation of Station. Notwithstanding any other provision of this Agreement, Licensee shall have full authority and power over the operation of the Station during the period of this Agreement.

6.1 Licensee Control of Station's Operations. Licensee shall retain control over the policies, programming and operations of the Station; including, without limitation: (i) the right to decide whether to accept or reject any programming or advertisements pursuant to Section 4.1 herein, (ii) the right to preempt any programs not in the public interest or in order to

broadcast a program deemed by Licensee to be of greater national, regional or local interest, and (iii) the right to take any other actions necessary for compliance with federal, state and local laws, the Act and the rules, regulations and policies of other federal government entities, including the FTC and the United States Department of Justice, provided that Broker is afforded a pro-rata reduction or offset in the payments due Licensee under this Agreement for air time not available to Broker. Licensee will use its commercially reasonable efforts to give Broker reasonable notice in writing of its intention to preempt Broker's programs. Licensee also shall retain the right to break into Broker's programming without prior notice in case of a declared emergency.

6.2 Licensee Responsibility for FCC Compliance. Licensee shall at all times be solely responsible for meeting all of the applicable FCC Rules with respect to public service programming, for maintaining the political and public inspection files and the Station's logs, for the preparation of issues/programs lists, and for retaining and supervising a chief operator, as that term is defined by the FCC, to ensure compliance with the FCC Rules governing the technical operation of the Station. Broker shall maintain all necessary records to permit Licensee to meet its obligations under this paragraph. Licensee shall continue to maintain and staff a main studio, as that term is defined by the FCC, in compliance with the FCC rules regarding maintenance and operation of the main studio of a radio broadcast station. Except as required to comply with Commission rules and policies, including those regarding the maintenance of the public inspection file (which shall at all times remain the responsibility of Licensee), Licensee shall not be required to receive or handle mail, cables, or telegraph messages in connection with programs broadcast on the Station.

6.3 Depiction of Licensee. Broker agrees that, during the term of this Agreement, it shall not represent itself to be the FCC licensee of the Station to any party.

6.4 Contracts. Broker shall not enter into any contracts or agreements with respect to the Station except those entered into in the ordinary course of business. In addition, neither Broker nor Licensee will enter into any third-party contracts, leases or agreements that would conflict with this Agreement or result in a material breach of this Agreement. Licensee shall assign to Broker, and Broker shall assume and undertake to pay, discharge, perform or satisfy (i) the liabilities, obligations and commitments of Licensee arising or accruing at or after the Commencement Date under those Assumed Contracts included on Schedule 6.4 hereto (the "LMA Assumed Contracts"), and (ii) the liabilities and obligations relating to the employees listed on Schedule 6.4 hereto (the "LMA Transferred Employees") in accordance with the procedures specified in Section 8.4 of the Purchase Agreement.

6.5 Collection of Accounts Receivable. Broker shall collect the accounts receivable on behalf of Licensee in the manner specified in Section 8.5 of the Purchase Agreement.

7. Indemnification.

7.1 Broker shall indemnify and hold Licensee and its officers, directors, shareholders, agents, and employees harmless against any and all claims, damages, liabilities, costs, and expenses (including by way of example and without limitation, reasonable attorneys' fees)

(individually or collectively “Damages”) arising out of: (i) libel, slander, indecency, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights or proprietary rights and any other violations of the rights of any third party or violations of FCC Rules, resulting from the broadcast of Broker’s programs on the Station or the sale of advertising time on the Station; or (ii) any action taken by Broker or its employees or agents with respect to the Station, or any failure by Broker or its employees or agents to take any action with respect to the Station, including but not limited to Broker’s payment and performance of obligations and liabilities, unless resulting from a failure by Licensee to perform hereunder; or (iii) Broker’s breach of any of its representations, warranties or covenants set forth in this Agreement. Without limitation upon the foregoing, should Broker or any of its agents or employees cause any damages to any of Licensee’s facilities, Broker shall promptly pay or reimburse Licensee for any such damages. Broker’s obligation to hold Licensee harmless under this Section shall survive a termination of this Agreement until the expiration of all applicable statutes of limitations.

7.2 Licensee shall indemnify and hold Broker and its officers, directors, shareholders, agents and employees harmless against any and all Damages arising out of: (i) libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights or proprietary rights and any other violations of the rights of any third party or violations of FCC Rules, resulting from Licensee’s broadcast of its own programs; or (ii) any activities of Licensee or its employees or agents with respect to the Station, or any failure by Licensee or its employees or agents to take any action with respect to the Station, including but not limited to Licensee’s payment and performance obligations and liabilities, unless resulting from a failure by Broker to perform hereunder; or (iii) Licensee’s breach of any of its representations, warranties or covenants set forth in this Agreement. Licensee’s obligation to hold Broker harmless under this Agreement shall survive any termination of this Agreement until the expiration of all applicable statutes of limitations.

7.3 The parties shall follow the procedures for indemnification specified in Sections 15 and 16 of the Purchase Agreement.

8. Default.

8.1 Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default:

(i) Broker’s failure to timely reimburse Licensee the Monthly Operating Expenses or timely pay the monthly fees contemplated by the Purchase Agreement and Attachment I hereto;

(ii) the default by either party hereto in the material observance or performance of any material covenant, condition or agreement contained herein;

(iii) if either party (a) shall make general assignment for the benefit of creditors, or (b) files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or creditor

representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within sixty (60) days; or

(iv) if any material representation or warranty herein made by either party hereto, or in any certificate or document furnished by either party to the other pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished.

8.2 Cure Periods. An Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the defaulting party with written notice (or such additional reasonable time as the circumstances may warrant provided the party in default undertakes diligent, good faith efforts to cure the default) specifying the event or events that if not cured would constitute an Event of Default and specifying the action necessary to cure the default within such period.

9. Termination. This Agreement shall terminate:

9.1 This Agreement shall terminate: (i) pursuant to the consummation of the sale of the Station to Broker pursuant to the Purchase Agreement, (ii) on October 1, 2009, unless as of that date the application for FCC Consent is still pending in which case the Term shall be extended for a period of up to six months from October 1, 2009 in order to secure the FCC Consent, (iii) by Licensee, at its option, upon 30 days written notice to Broker, in the event that the Purchase Agreement is terminated for any reason other than the closing thereunder, or (iv) otherwise pursuant to the terms of this Section 9.

9.2 Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement provided that it is not also in material default hereunder. Notwithstanding the foregoing, nor any provision of this Agreement, any termination of this Agreement: (i) shall not constitute an election of remedies with regard to such default or such termination; and (ii) shall not affect, or limit, the ability of the non-defaulting party to avail itself of any and all remedies which otherwise would have been available to it, at law or in equity, including indemnification rights or obligations.

9.3. If this Agreement is challenged at the FCC, counsel for Licensee and counsel for Broker shall jointly defend the Agreement and the parties' performance thereunder throughout all FCC proceedings. If portions of this Agreement do not receive the approval of the FCC staff, then the parties shall reform the Agreement as necessary to satisfy the FCC staff's concerns. If the parties are unable to reform the Agreement as necessary to satisfy such concerns, either party may terminate this Agreement by giving thirty (30) days' prior written notice to the other party. Subject to the termination rights provided herein, in the event that the FCC or another government authority designates a hearing with respect to the continuation, renewal or revocation of any authorization held by Licensee for the operation of the Station or initiates any revocation or other proceeding with respect to the authorizations issued to Licensee for the operation of the Station, and Licensee elects to contest the action, then Broker shall cooperate and comply with any reasonable request of Licensee to assemble and provide to the FCC information relating to Broker's performance under this Agreement.

9.4. If this Agreement is terminated, for whatever reason, the parties agree to reasonably cooperate with one another to restore the status quo ante. Without limiting the foregoing:

(i) Broker shall return to Licensee any equipment or property owned by Licensee and used by Broker, its employees or agents, in substantially the same condition as such equipment was on the Commencement Date of this Agreement, ordinary wear and tear excepted. Any equipment purchased by Broker in replacement of any obsolete or unusable equipment of Licensee shall become the property of Licensee, and any other equipment purchased by Broker shall remain the property of Broker.

(ii) Broker shall cooperate with Licensee to allow Licensee to assume, in Licensee's sole discretion and to the extent permitted, Broker's advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such programming that which otherwise would have been paid to Broker hereunder. Licensee shall have no obligation with respect to any contracts of Broker that are not expressly assumed in writing by Licensee.

(iii) Licensee and Broker shall prorate to the effective date of termination and promptly pay thereafter the payments, reimbursements and fees provided for hereunder.

10. Mutual Representations, Warranties and Covenants. Both Licensee and Broker represent that they are legally qualified, empowered and able to enter into this Agreement, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which either party is subject or by which it is bound. Without limiting the foregoing:

(i) Broker certifies that this Agreement complies with the FCC Rules regarding multiple ownership of radio broadcasting stations, 47 C.F.R. §73.3555; and

(ii) Licensee certifies that it maintains ultimate control of the Station's facilities, including control over the Station's finances, personnel and programming.

11. Notices. All necessary notices and requests permitted or required under this Agreement shall be in writing and shall be sent (i) by facsimile transmission to the facsimile numbers listed herein, (ii) mailed by certified mail, return receipt requested, postage prepaid, to the addresses listed herein, or (iii) sent for overnight delivery via a nationally-recognized overnight delivery service to the addresses listed herein. Such notices and requests shall be deemed to have been given (a) if sent by facsimile, upon sender's receipt of a facsimile confirmation sheet, (b) if mailed, three (3) days after being sent, or (c) if sent for overnight delivery, one (1) day after being sent.

If to Licensee:

Kenneth L. Ramsey
Triumph Communications, Inc.
6915 Harrodsburg Road

Nicholasville, Kentucky 40356
4 Stonebridge Rd.
Fax: (859) 885-2666
Phone: (859) 885-5500

With a copy (which shall not constitute notice) to:

J. Jeffrey Craven, Esq.
Thompson Coburn LLP
1909 K Street, NW, Suite 600
Washington, DC 20006-1167
Fax: (202) 508-1018
Phone: (202) 585-6958

If to Broker:

Albert G. Benavides
Ricky G. Benavides
1220 Broadway, Suite 1035
Lubbock, TX 79401
Phone: (806) 535-8472

with a copy to:

Christopher D. Imlay, Esq.
Booth, Freret, Imlay & Tepper, P.C.
14356 Cape May Road
Silver Spring, Maryland 20904-6011
Fax: (301) 384-6384
Phone: (301) 384-5525

12. Modification and Waiver. No modification of any provision of this Agreement shall in any event be effective unless it is in writing and then such modification shall be effective only in the specific instance and for the purpose for which given.

13. Construction. This Agreement shall be construed in accordance with the Act, the laws of the State of Kentucky and the FCC Rules.

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. This Agreement shall not be assigned (by contract, operation of law or otherwise) without the prior written consent of the other party hereto, which shall not be unreasonably withheld.

15. Counterpart Signatures. This Agreement may be signed in one or more counterparts (including via facsimile), each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be effective as of the date first above written.

16. Entire Agreement. This Agreement, read together with the Purchase Agreement, constitutes the entire agreement between the parties, and there are no other agreements, representations, warranties or understanding, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like written instrument executed by an authorized principal.

17. No Partnership or Joint Venture Created. Nothing in this Agreement shall be construed to make Licensee and Broker partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.

18. Change in FCC Rules or Policies: Severability. In the event that the FCC determines that this Agreement does not comply with the FCC Rules or the Act, the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the FCC Rules and the Act. In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect.

19. Attorney's Fees and Costs. In the event any action or proceeding is commenced by either party to enforce the provisions of this Agreement or to seek remedies for a breach or wrongful termination of this Agreement, the prevailing party in such an action or proceeding shall be entitled to the award of its reasonable attorneys' fees and costs incurred in and relating to such an action or proceeding.

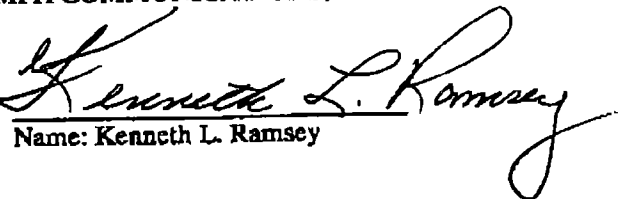
20. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Kentucky. Seller and Buyer agree that this Agreement shall be construed without regard to and without considering which party may have drafted its various provisions, both parties acknowledging that they have had an ample opportunity to review and revise its provisions.

IN WITNESS WHEREOF, the parties have executed this Local Marketing Agreement to be effective as of the date first above written.

FOR LICENSEE:

TRIUMPH COMMUNICATIONS, INC.

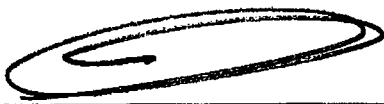
BY:


Name: Kenneth L. Ramsey

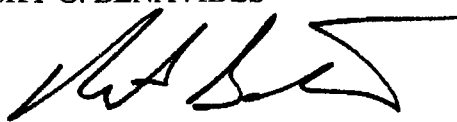
Title: President and Director

BROKER:

ALBERT G. BENAVIDES



RICKY G. BENAVIDES



ATTACHMENT I

Compensation and Reimbursement Schedule

(a) During each month of the Term of the Agreement, Broker shall reimburse Licensee, without setoff, for all monthly operating expenses incurred by Licensee in connection with the operation of the Station during the Term of this Agreement, including but not limited to (i) utilities, telephone, delivery and postal services, (ii) insurance and equipment expenses, (iii) Station real property insurance and taxes, (iv) all FCC regulatory and filing fees with respect to applications or other filings related to the Station (excluding any filing fees or other expenses arising out of the transactions contemplated by the Purchase Agreement), (v) other governmental fees and expenses, (vi) music license fees paid by Licensee to ASCAP, BMI and SESAC and program software expenses, and (viii) all costs of employment, including salaries, bonuses, severance, extended disability, maternity and other leave, travel and entertainment charges, taxes, insurance and all other related costs, of the General Manager and up to one staff-level employee of the Licensee working at the Station in compliance with the FCC's rules and regulations ("Monthly Operating Expenses"). All Monthly Operating Expenses shall be paid by Broker to Licensee within five (5) business days after receipt by Broker from Licensee of a written account of such expenses for such month. Payments of all amounts due hereunder for any partial month shall be prorated on a daily basis. Should the Agreement terminate upon the assignment of the Station assets to Broker, then the final payments hereunder shall be made at Closing.

(b) Buyer shall pay One Thousand Dollars (\$1,000) per month for the first six months of the LMA, monthly in arrears on the last business day of each month, pro-rated as applicable (the "LMA Payments"). If the Term of the LMA is extended for an additional six months, Buyer shall pay additional LMA Payments in the amount of One Thousand Dollars (\$1,000) per month, monthly in arrears on the last business day of each month, pro-rated as applicable. This amount is exclusive of the expense reimbursement in this Attachment I, Section (a).

(c) If Broker fails to timely pay any amount within five days of the due date under this Attachment I, such amount shall bear interest at the prime rate (as reported by The Wall Street Journal) as in effect from time to time from the Commencement Date until the date of the actual payment.

ATTACHMENT II

Broadcast Station Programming Policy Statement

The following sets forth the policies generally applicable to the presentation of programming and advertising over Radio Station KRBL(FM) in Idalou, Texas (the “Station”). All programming and advertising broadcast by the Station must conform to these policies and to the provisions of the Communications Act of 1934, as amended (the “Act”), and the rules and regulations and policies of the Federal Communications Commission (“FCC”) adopted pursuant to the Act (such rules, regulations and policies the “FCC Rules”).

Station Identification

The Station must broadcast a station identification announcement once an hour as close to the hour as feasible in a natural break in the programming. The announcement must include (1) the Station’s call letters (currently, KRBL(FM)); followed immediately by (2) the Station’s community of license (Idalou, Texas).

Broadcast of Telephone Conversations

Before recording a telephone conversation for broadcast or broadcasting such a conversation simultaneously with its occurrence, any party to the call must be informed that the call will be broadcast or will be recorded for later broadcast, and the party’s consent to such broadcast must be obtained. This requirement does not apply to calls initiated by the other party which are made in a context in which it is customary for the Station to broadcast telephone calls.

Sponsorship Identification

When money, service, or other valuable consideration is either directly or indirectly paid or promised as part of an arrangement to transmit any programming, the Station at the time of broadcast shall announce (1) that the matter is sponsored, either in whole or in part; and (2) by whom or on whose behalf the matter is sponsored. Products or services furnished to the Station in consideration for an identification of any person, product, service, trademark or brand name shall be identified in this manner.

In the case of any political or controversial issue broadcast for which any material or service is furnished as an inducement for its transmission, an announcement shall be made at the beginning and conclusion of the broadcast stating (1) the material or service that has been furnished; and (2) the person(s) or association(s) on whose behalf the programming is transmitted. However, if the broadcast is 5 minutes duration or less, the required announcement need only be made either at its beginning or end.

Payola/Plugola

The Station, its personnel, or its programmers shall not accept or agree to accept from any person any money, service, or other valuable consideration for the broadcast of any matter

unless such fact is disclosed to the Station so that all required station identification announcements can be made. All persons responsible for station programming must, from time to time, execute such documents as may be required by station management to confirm their understanding of and compliance with the FCC Rules governing sponsorship identification.

Rebroadcasts

The Station shall not rebroadcast the signal of any other broadcast station without first obtaining such station's prior written consent to such rebroadcast.

Political Broadcasting:

All "uses" of the Station by legally qualified candidates for elective office shall be in accordance with the Act and the FCC Rules, including without limitation, equal opportunities requirements, reasonable access requirements, lowest unit charge requirements and similar rules and regulations, if any.

Obscenity and Indecency

The Station shall not broadcast any obscene material. Material is deemed to be obscene if the average person, applying contemporary community standards in the local community, would find that the material, taken as a whole, appeals to the prurient interest; depicts or describes in a patently offensive way sexual conduct specifically defined by applicable state law; and taken as a whole, lacks serious literary artistic, political or scientific value.

The Station shall not broadcast any indecent, profane or offensive material as may be determined by the Commission from time to time. Material is deemed to be indecent if it includes language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs.

Billing

No entity which sells advertising for airing on the Station shall knowingly issue any bill, invoice or other document which contains false information concerning the amount charged or the broadcast of advertising which is the subject of the bill or invoice. No entity which sells advertising for airing on the Station shall misrepresent the nature or content of aired advertising, nor the quantity, time of day, or day on which such advertising was broadcast.

Contests

Any contests conducted on the Station shall be conducted substantially as announced or advertised. Advertisements or announcements concerning such contests shall fully and accurately disclose the contest's material terms. No contest description shall be false, misleading or deceptive with respect to any material term.

Hoaxes

The Station shall not knowingly broadcast false information concerning a crime or catastrophe.

Lottery

The Station shall not advertise or broadcast any information concerning any lottery not permitted by law.

Advertising

The Station shall comply with all federal, state and local laws concerning advertising, including without limitation, all laws concerning misleading advertising, and the advertising of alcoholic beverages.

Programming Prohibitions

Knowing broadcast of the following types of programs and announcements is prohibited:

- (a) False Claims. False 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) Commercial Disparagement. Any unfair disparagement of competitors or competitive goods.
- (d) Profanity. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, as evaluated by station management.
- (e) Violence. Any programs which are excessively violent.
- (f) Unauthenticated Testimonials. Any testimonials which cannot be authenticated.

ATTACHMENT III

Form of Payola Affidavit

City of _____)
County of _____) SS.
State of Texas)

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

_____, being first duly sworn, depose and say as follows:

I am _____ for _____, [city, state].
Position

1. I have acted in the above capacity since _____.
3. No matter has been broadcast by Station KRBL(FM) (the "Station") for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by me from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
4. So far as I am aware, no matter has been broadcast by the Station for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by the Station or by any independent contractor engaged by the Station in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
5. In the future, I will not pay, promise to pay, request, or receive any service, money, or any other valuable consideration, direct or indirect, from a third party, in exchange for the influencing of, or the attempt to influence, the preparation or presentation of broadcast matter on the Station.
6. Nothing contained herein is intended to, or shall prohibit receipt or acceptance of anything with the expressed knowledge and approval of my employer, but henceforth any such approval must be given in writing by someone expressly authorized to give such approval.
7. I, my spouse and my immediate family do ____ do not ____ have any present direct or indirect ownership interest in (other than an investment in a corporation whose stock is publicly held), serve as an officer or director of, whether with or without compensation, or serve as an employee of, any person, firm or corporation engaged in:

The publishing of music;

The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;

The exploitation, promotion, or management or persons rendering artistic, production and/or other services in the entertainment field;

The ownership or operation of one or more radio or television stations;

The wholesale or retail sale of records intended for public purchase;

Advertising on the Station, or any other station owned by its Licensee (excluding nominal stock holdings in publicly owned companies).

8. The facts and circumstances relating to such interest are none ____ as follows ____:

By: _____
Affiant

Subscribed and sworn to before me this

____ day of _____, 20 ____

Notary Public

My Commission expires: _____