

This LOCAL MARKETING AGREEMENT/TIME BROKERAGE AGREEMENT (the "Agreement") is made and entered into this 4th day of September 2003, by and between KDJR Radio, Inc. ("Licensee"), a Delaware corporation, and Serendipity Ventures II, LLC ("Broker"), a Missouri Limited Liability Company.

WHEREAS, Licensee is the Licensee and operator of Radio Station KDJR (FM), operating on the frequency 100.1 MHz licensed to DeSoto, Missouri (the "Station"); and

WHEREAS, Licensee is engaged in the business of radio broadcasting on the Station, which has available broadcasting time;

WHEREAS, Licensee and Broker have entered into an Asset Purchase and Sale Agreement for the purchase of the Station which, subject to the consent of the Federal Communications Commission (the "FCC"), will result in the purchase of the Station by Broker (the "Sale"); and

WHEREAS, Broker desires to avail itself of time on the Station for the broadcast of programming and the sale of advertising time;

NOW, THEREFORE, in consideration of the above premises and the covenants and agreements contained herein, Licensee and Broker agree as follows:

1. Air Time and Transmission Service. Licensee agrees, beginning September 4th, 2003 (the "Commencement Date") to make air time and transmission services available to Broker and to broadcast on the Station, or cause to be broadcast, Broker's programs (the "Programming").

2. Origination Point. The Programming shall originate from the studio of the Licensee or from Broker's studio or such other points as Broker may specify, provided that it shall be delivered to the transmitter site of the station at Broker's expense.

3. Payments. In exchange for repair and upgrade of the facilities and replacement of equipment, Broker shall make no payments to the Licensee.

4. Term. The term of this Agreement shall begin on the Commencement Date and end on the earliest of: (i) upon the Closing on Broker's completion of acquisition of the Station (as defined in the Asset Purchase and Sale Agreement); (ii) thirty (30) days after termination of the Asset Purchase and Sale Agreement without closing; or (iii) one (1) year from the Commencement Date; unless extended in writing by both parties hereto.

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5. Programming. Broker shall furnish or cause to be furnished the Programming which shall be in accordance with the rules, regulations and policies of the FCC, including, without limitation, the FCC's rules, regulations and policies pertaining to plugola/payola, lotteries, station identification, political programming and political advertising rates. The Programming shall be the property of the Broker. Broker shall include in the Programming it delivers for broadcast by the Station announcements at the beginning of each hour of such Programming that identifies the Station's call sign, as well as any other announcements required by the rules of the FCC, including, but not limited to, appropriate sponsor identification announcements. Broker agrees that, if in the reasonable judgment of Licensee, Broker does not comply with the standards set forth in this Paragraph, Licensee may suspend or cancel any Programming not in compliance.

### 6. Advertising and Programming Revenues.

6.1. Future Operations. From and after the Commencement Date, Broker shall retain all revenues from the Programming it delivers to the Station for broadcast and may sell advertising on the Station, subject to compliance with all applicable governmental laws and regulations. Licensee shall retain the revenue from the sale of any advertising on the Station in programs prior to the Commencement Date.

6.2. Accounts Receivable. Licensee shall be responsible for the collection of the Licensee's Accounts Receivable resulting from advertising broadcast on the Station prior to the Commencement Date of this Agreement. Broker shall be responsible for the collection of its Accounts Receivable resulting from advertising broadcast on the Station on and after the Commencement Date/time of this Agreement.

7. Broadcast Obligations. Licensee certifies that as of the Commencement Date, there are no broadcast obligations for the Station. Licensee shall not incur any other Broadcast Obligations without the prior written consent of Broker.

8. Right of Access. Broker and Broker's employees and agents shall at all times be afforded reasonable access to Licensee's facilities. Licensee and Licensee's employees shall be afforded reasonable access for compliance inspections and to verify proper operation of the Station.

9. Responsibility for Expenses. Broker shall pay for all costs necessary to its operation and utilized in and associated with the production broadcast of the Programming, for all fees to ASCAP, BMI and SESAC, and for any other copyright fees attributable to its Programming.

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10. Licensee's Operation of the Station. Notwithstanding anything to the contrary contained herein, Licensee shall have full authority, control and power over the operation of the Station during the period of this Agreement.

11. Indemnification/Insurance. Broker shall indemnify and hold Licensee and its stockholders, directors, officers, agents, employees, successors and assigns harmless against any and all liabilities (and associated costs including but not limited to reasonable attorney fees, costs of any legal action and appeals associated therewith) for libel, slander, illegal competition or unfair trade practices, infringement of trade marks, trade names or program titles, violation of the right of privacy and infringement of copyrights and proprietary rights and other liabilities resulting from or relating to the broadcast of Programming. Licensee agrees to indemnify and to hold Broker and its agents, employees, successors, and assigns and its stockholders, directors, and officers, harmless against any and all liabilities (and associated costs including but not limited to reasonable attorney fees, costs of any legal action and appeals associated therewith) arising out of (i) material broadcast by Licensee other than the Programming and/or (ii) liabilities of the type described in the first sentence of this Paragraph that are assessed as a result of Licensee's alteration of any and/or all of the Programming prior to broadcast by Licensee. Broker's and Licensee's obligations to hold each other harmless against the liabilities specified above shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.

### 12. Representations and Warranties.

12.1 Legal Authority. Each party represents that it is legally qualified, empowered and able to enter into this Agreement and to conduct business in the State of Missouri and that the execution, delivery and performance hereof will not constitute a breach or violation of any agreement, contract, governmental decree or order, or other obligation to which that party is subject or by which it is bound.

12.2. Facilities. The facilities of the Station shall be maintained at the expense of Broker. The facilities shall be operated, in all material respects, in accordance with the maximum facilities permitted by the FCC authorizations for the Station and with good engineering standards necessary to deliver a high quality technical signal to the area served by the Station, and shall comply with all applicable laws and regulations, including the requirements of the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC promulgated thereunder.

12.3. Insurance. Each party shall, with respect to assets owned and maintained by it, to its employees, and to its operations related to the Station, maintain in full

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force and effect throughout the term of this Agreement insurance with responsible and reputable insurance companies or associations covering such risks (including workmen's compensation coverage for Licensee's Staff and Broker's employees engaged in providing programming, sales and related services for the Station; fire and other risks insured against by extended coverage; public liability insurance; insurance for claims against personal injury or death or property damage; and such other insurance as may be applicable) and in such amounts and on such terms as is conventionally carried by broadcasters operating radio stations with facilities comparable to those of the Station. Any insurance proceeds received by Licensee in respect of damaged property shall be used to repair or replace such property so that the operation of the Station conforms to this Agreement.

12.4. Certification Pursuant to Note 2(j)(3) to Section 73.3555 of the FCC's Rules. Licensee certifies that it maintains, and will maintain for the term of this Agreement, ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel and programming. (*Note 1. 73.3555 as amended in FCC 03-0127*)

12.5. Certification Pursuant to Section 73.3555 of the FCC's Rules. Licensee and Broker certify that the Station is in compliance with 47 CFR 73.3555(a) & (d) pertaining to multiple ownership. (*Note 2. 73.3555 as amended in FCC 03-0127*)

13. Publicity. Neither Licensee nor Broker shall issue any press release or otherwise make any public statement with respect to the transactions contemplated hereby except as may be required by law or regulation or as agreed to by both of them. This paragraph shall not be construed to prevent Broker from publicizing the fact that it is providing programming services to the Station, obtaining sources of programming, or plans to purchase the Station.

14. 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 and signed by the party adversely affected by the waiver or modification, and then such waiver or modification shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Licensee or Broker in exercising any right or power hereunder shall operate as a waiver thereof.

15. Termination. This agreement may terminate under the conditions as specified in Paragraph 4, unless specifically extended in writing by both parties.

16. Notices. Any notice required hereunder shall be in writing and given to the same persons and in the same matter as specified in the Asset Purchase and Sale Agreement.

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17. Entire Agreement. This Agreement 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 other than the Asset Purchase and Sale Agreement and Exhibits attached thereto. No alteration, modification or change of this Agreement shall be valid unless by like written instrument signed by the party against which enforcement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 4th day of September, 2003.

### **LICENSEE:**

KDJR Radio, Inc.

By: \_\_\_\_\_/s/\_\_\_\_\_  
Sabatino Cupelli, President

### **BROKER:**

Serendipity Ventures II, LLC

By: \_\_\_\_\_/s/\_\_\_\_\_  
Harold S. Vogt, Owner