

## **TIME BROKERAGE AGREEMENT**

This Time Brokerage Agreement ("Agreement") is entered into this 31st day of May, 2003, between TOTAL ACCESS, INC. ("Licensee") and Larry D. Profitt ("Programmer") (collectively "Parties").

WHEREAS, Licensee is licensee of radio station KORC(AM), Waldport, Oregon, Facility No. 30574 (the "Station"); and

WHEREAS, Licensee and Programmer are executing an Asset Purchase Agreement (the "Purchase Agreement") so that Programmer can acquire certain assets used and useful in the operation of the Station (the "Station Assets"), and Programmer wishes to provide programming on the Station ("Programmer's Programming") prior to the closing of the Purchase Agreement, and Licensee currently has available for sale broadcast time on the Station.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties have agreed and do agree as follows:

1. **Facilities.** Licensee shall make the Station's broadcasting transmission facilities available to Programmer to broadcast Programmer's Programming on the Station, or otherwise cause to be broadcast, Programmer's programs.

2. **Payments.** Programmer hereby agrees to pay Licensee for the broadcast of the programs hereunder the amounts specified in Attachment "A" hereto.

3. **Term.** The term of this Agreement (the "Term") shall commence at 12:01 AM, on June 1, 2003 and unless earlier terminated pursuant to Sections 19, 20, or 21 of this Agreement, shall terminate upon the consummation of an assignment of the Station Assets to Programmer.

4. **Programming.**

A. **Programmer's Programming.** Programmer shall furnish or cause to be furnished the artistic personnel and materials for the programming of the Station to allow operation of the Station in full accordance with the minimum operating requirements of the FCC, and such programming may include, without limitation, news, promotions (including on-air giveaways), contests, syndicated programs, barter programs, paid-for programs, locally-produced programs, advertising commercial matter, including that in both program or spot announcement forms, and public interest information. Licensee, at its option, may air programming between 6 a.m. and 10 a.m. on Sundays on issues of importance to the local community. However, if the Licensee chooses not to provide such programming, then Programmer is responsible for all necessary programming. Programmer shall provide information concerning its programming that is responsive to community issues so as to assist Licensee in the satisfaction of its public service programming obligations and shall also provide to Licensee drafts of records and reports

required by the FCC or other local, state, or federal entities concerning the programming broadcast on the Station. All actions and activities of Programmer under this Agreement, and all programming provided by Programmer, shall be in accordance with the rules, regulations, and policies of the Federal Communications Commission ("FCC") and the Communications Act of 1934, as amended (the "Act"). The Programmer shall make available to Licensee its programming for a sufficient number of hours to enable the Station to meet the minimum hours of operation required by the FCC's Rules. All advertising messages and promotional material or announcements shall comply with all applicable federal, state, and local laws, regulations, and policies. Programmer agrees that, if in the sole, good faith judgment of Licensee or the Station's General Manager, Programmer does not comply with the standards of this paragraph, Licensee may suspend or cancel any Programming not in compliance.

**B. Programmer Feed.** In the event Programmer chooses to originate programming from a location other than Licensee's studios, Programmer agrees at its sole expense to provide a broadcast-quality feed to the Station's transmitter. In such event, Programmer's technical personnel shall be responsible for connection of this feed to the Station's broadcast system and for switching the signal to air at the appropriate time.

**C. Emergency Alert System.** During all hours when Programmer is delivering the programming for broadcast over the Station, Programmer shall include in its programming, at the appropriate times, the hourly station identification announcements required to be broadcast over the Station. If an EAS test or alert is received during the hours when Programmer is delivering its programming for broadcast over the Station, Programmer shall cause the appropriate EAS test or alert message to be transmitted over the Station and shall, in the event of an actual activation of the Emergency Alert System, cause all steps that the Station are required to take in such an event to be taken, and shall cause the receipt and broadcast of all EAS tests and alerts to be properly recorded in the station logs. Programmer shall indemnify and reimburse Licensee for any forfeiture received by Licensee from the FCC as a result of such failure to the extent Licensee actually pays such forfeiture.

## **5. Station Facilities.**

**A. Studio.** The studio of the Station shall be made available to Programmer by Licensee to accommodate Programmer's employees and programming responsibilities.

**B. Operation of Station.** The Station will operate in accordance with the authorizations issued to it by the FCC. Throughout the Term of this Agreement, except

as otherwise provided herein, Licensee shall make the Station available to the Programmer for operation with the maximum authorized facilities one-hundred sixty-eight hours per week, Sunday through Saturday, except for downtime occasioned by routine maintenance and as otherwise allowed under this Agreement. Any maintenance work affecting the operation of the Station, other than repairs or maintenance necessitated by an emergency, shall be scheduled with the approval of the Programmer, which shall not be unreasonably withheld, upon at least forty-eight hours prior notice to the Programmer. With the consent and oversight of Licensee, Programmer shall be permitted to effect Station repairs during the term of this Agreement.

**6. Advertising and Programming Revenues.**

**A. Advertising Revenues.** Programmer shall retain all revenues from the sale of advertising time during the Term of this Agreement.

**7. Operation of Station.** Notwithstanding anything to the contrary in this Agreement, Licensee shall have ultimate authority and power over the Station during the Term of this Agreement. Licensee shall retain control (said control to be exercised in good faith) over the policies, programming, and operations of the Station. Programmer shall assist the Licensee in meeting all of the FCC's requirements with respect to public service programming, for maintaining the political and public inspection file and the Station logs, and for the preparation of issues/programs lists. Licensee shall also retain the right to break into Programmer's Programming to broadcast its own public interest programming in the case of an emergency. Programmer shall provide Licensee with information with respect to such of Programmer's programs which are responsive to public needs and interests and shall also supply such information as may be necessary to assist Licensee in the preparation of required programming reports and will prepare the necessary records and reports required by the FCC or other local, state, or federal governmental entities for the Station

8. **Compliance With 47 C.F.R. § 73.3555(a).**

A. Programmer hereby verifies that execution and performance of this Agreement complies with the FCC's restrictions on local radio station ownership set out in Section 73.3555(a) of the FCC's rules.

B. Licensee certifies it maintains and will continue to maintain ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel and programming.

9. **Compliance With Applicable Law.** Programmer covenants that its performance of its obligations under this Agreement and its furnishing of programming shall be in material compliance with, and shall not violate, any applicable laws or any applicable rules, regulations, or orders of the FCC or any other governmental agency, and Programmer acknowledges that Licensee has not urged, counseled, or advised the use of any unfair business practice.

10. **Handling of Complaints.** Programmer promptly shall advise Licensee of any public or FCC complaint or inquiry that Programmer receives concerning the programming on the Station and shall cooperate with Licensee and take all action as may be reasonably requested by Licensee in responding to any such complaint or inquiry.

11. **Copyright and Licensing.** Programmer represents and warrants that Programmer has obtained and shall have throughout the Term the full authority to broadcast its programming on the Station and that Programmer shall not broadcast on the Station any material in violation of the Copyright Act. All music supplied by Programmer shall be (i) licensed by ASCAP, SESAC, or BMI; (ii) in the public domain; or (iii) cleared at the source by Programmer.

12. **Default.**

a) **Events of Default; Cure Periods and Remedies.** The following shall, after the expiration of the applicable cure period, constitute Events of Default;

i) **Non-Payment.** Programmer's failure to timely pay to Licensee or its successor the consideration provided for in Paragraph 2, hereof;

ii) **Default in Covenants or Adverse Legal Action.** The breach by either party in the material observance or performance of any material covenant, condition, or agreement contained herein, or if any party shall file or have filed against it any petition for bankruptcy relief or reorganization or any other action under the United States Bankruptcy Code, as now or hereafter amended, or any other state or federal insolvency law (which petition or action has not dismissed within 60 days of commencement), the other party shall have the right, exercisable at any time within 60 days after the filing of any such petition or action, to terminate this Agreement

as of any date within 120 days of the date such party notifies the other party of its election to terminate this Agreement;

iv) **Improper Programming.** Upon the failure of Programmer to comply in a substantial and material manner in the provision of programming to the Station in compliance with the rules, regulations or policies of the FCC, which such failure constitutes, in the opinion of FCC counsel for the Licensee, a substantial threat of license revocation or non-renewal, or on the loss, failure to renew, or revocation of the license issued by the FCC for operation of the Station.

b) **Cure Periods.** Except for a default under Section 19(A), an Event of Default shall not be deemed to have occurred until twenty days after the nondefaulting party has provided the defaulting party with notice specifying the event or events which would constitute an Event of Default and specifying the action necessary to cure the Defaulting within such period, and such default shall have remained uncured. This period may be extended for a reasonable period of time, if the nondefaulting party deems that the defaulting party is acting in good faith to cure the Default and such delay is not materially adverse to the other party. In the case of a default under Section 19(A), an Event of Default shall not be deemed to have occurred until five business days after the nondefaulting party has provided the defaulting party with notice specifying the event or events which would constitute an Event of Default and specifying the action necessary to cure the Defaulting within such period, and such default shall have remained uncured.

c) **Effect of Default.** Upon the occurrence of an Event of Default, the nondefaulting party may terminate this Agreement by written notice to the other party provided that the terminating party is not also in material breach of its obligations hereunder. Upon termination by either party, (1) Licensee shall have no further obligation to make available to Programmer any broadcast time or access to Licensee's broadcast transmission facilities and unless such termination is due to a breach by Licensee, all amounts accrued and payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable, (2) Programmer shall be entitled to any and all revenues generated from Programmer's Programming that has already been broadcast on the Station and, to the extent Licensee collects or receives any such revenues, such monies shall forthwith be paid or delivered to Programmer, unless the termination is due to a breach by Programmer, in which case Licensee may retain such receivables to the extent there remains any amount due to Licensee by Programmer, and (3) if termination is caused solely by Programmer's material breach, Programmer shall be responsible for all liabilities, debts, and obligations of Programmer based upon the purchase of air time and use of Licensee's transmission facilities including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for Licensee's federal, state, and local income and business franchise tax liabilities or taxes levied upon Licensee's personal property.

13. **Termination Upon Order of Governmental Authority.** In the event that a state, federal, or local governmental authority designates a hearing with respect to the continuation or renewal of any licenses or authorizations held by Licensee, for the termination of this Agreement, and/or the curtailment in any manner material to the relationship between the parties hereto of the provision of programming by Programmer hereunder, Programmer may, at its option, seek administrative or judicial relief from such order(s) (in which event Licensee shall cooperate with Programmer, provided that Programmer shall be responsible for legal fees and costs incurred in such proceeding at Programmer's request) or Programmer shall notify Licensee that it will terminate this Agreement in accordance with such order(s). If the FCC designates the renewal application of the Station for a hearing as a consequence of this Agreement or for any other reason, or initiates any revocation or other proceeding with respect to the authorizations issued to the Licensee for the operation of the Station, and Licensee elects to contest such action, then Licensee shall be responsible for its expenses incurred as a consequence of the FCC proceeding; *provided, however*, that Programmer shall at Licensee's expense cooperate and comply with any reasonable request of Licensee to assemble and provide to the FCC information relating to Programmer's performance under this Agreement. In the event of termination based upon any governmental order(s), Programmer shall pay to Licensee any fees due but unpaid as of the date of termination as may be permitted by such order(s), and Licensee shall cooperate reasonably with Programmer to the extent permitted to enable Programmer to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as payment for the carriage of such programming that which otherwise would have been paid to Programmer hereunder. Thereafter, neither party shall have any liability to the other except as may be provided pursuant to Paragraph 12, above.

11. **Representations and Warranties.**

A. **Mutual Representations and Warranties.** Licensee and Programmer each represent that it is 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 it is subject or by which it is bound.

B. **Licensee's Representations, Warranties and Covenants.** Licensee makes the following further representations, warranties, and covenants:

Licensee is duly licensed or qualified to do business and is in good standing and authorized to do business in the State of Oregon. All Station Licenses and authorizations will be in full force and effect for the entire term hereof, unimpaired by any acts or omission of Licensee, its principals, employees, or agents.

C. **Filings.** All reports and applications required to be filed with the FCC (including ownership reports) or any other governmental entity, department, or body with respect to the Station will be filed in a materially timely manner and will be true and complete and accurately present the information contained and required thereby. Programmer shall prepare the required reports and applications as described above. All such reports and documents, to the extent required to be kept in the public inspection files of the Station, will be kept by the Programmer in such files.

of the Station, free and clear of any liens, claims, or security interests excepting liens on equipment purchased through loans to Licensee. Licensee will not dispose of, transfer, assign, or pledge any such asset, except with the prior written consent of Programmer, if such action would affect adversely Programmer's performance hereunder or the business and operations of Programmer permitted hereby.

12. **Notices.** Any notice given pursuant to this Agreement to any party hereto shall be deemed to have been duly given when delivered personally, faxed (with confirmation of receipt), or sent by overnight courier, as follows:

If to Licensee:

Mr. Kevin Schaeper  
Total Access, Inc.  
224 Avocado St., #8  
Costa Mesa, CA 92627

If to Programmer:

Mr. Larry Proffitt  
400 South 3<sup>rd</sup> St.  
Rio Vista, CA 94571

or at such other address as either such party shall from time to time designate by written notice, in the manner provided herein, to the other party hereto.

13. **Waiver.** No 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 charged with the waiver and then such waiver shall be effective only in the specific instance and for the purpose for which given.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable, the parties shall use their best efforts to negotiate a substitute, valid, legal and binding provision which, as nearly as possible, reflects the original intent of the stricken provision. Such holding shall not affect any other provision hereof, which shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

16. **Assignment.** This Agreement may not be assigned by either party without the written approval of the other, which approval shall not unreasonably be withheld.

17. **Headings.** The headings in this Agreement are solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement.

18. **Incorporation by Reference.** The Exhibits and Attachments attached hereto are integral parts of this Agreement and are incorporated herein by reference.

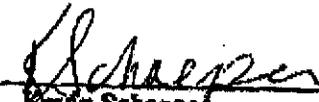
19. **Entire Agreement.** This Agreement, together with the Asset Purchase Agreement, being entered into between the parties, embody the entire agreements between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No modification of this Agreement shall be valid unless in a written instrument executed by the parties.

20. **No Partnership or Joint Venture Created.** Nothing in this Agreement shall be construed to make Licensee and Programmer partners or joint venturers or to afford any right to any third party other than expressly provided herein.

**IN WITNESS WHEREOF,** the parties hereto have duly executed this Agreement as of the date last written below.

**Licensee**

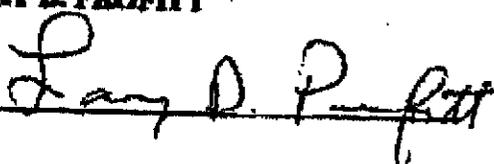
**TOTAL ACCESS, INC.**

By: 

Kevin Schaefer  
President

**Programmer**

**LARRY D. PROFITT**

By: 

## **TIME BROKERAGE AGREEMENT**

### **ATTACHMENT A**

During the term of this Agreement, Licensee shall continue to pay all operating expenses of the Stations. As the Monthly Brokerage Fee, Programmer shall reimburse Licensee for all reasonable and necessary expenses incurred by Licensee in conjunction with Programmer's operation of the Stations, pro-rated, as necessary, to coincide with the Term of this Agreement (hereafter referred to as "Operating Expenses"), including, but not limited, to: rents, utilities, and property taxes with regard to each Station's transmitter site and studio; property damage and liability insurance for each Station's facilities; expenses incurred in conjunction with building and tower maintenance for the Stations; license fees, permits, music license fees (*i.e.*, ASCAP, BMI, and SESAC) and other copyrights fees attributable to the broadcast of Programmer's programming, production music license fees and software license fees; utilities (including electricity, telephone, and water); and costs incurred in conjunction with reasonable maintenance fees for each Station's transmitter and antenna system and its main studio.

Within fifteen days following the 1st day of each month, Licensee shall submit an invoice to Programmer which will list all of the expenses which Licensee believes Programmer is responsible to reimburse to Licensee, together with copies of the invoices or other backup information as may exist. Programmer shall reimburse Licensee within business ten business days of receipt of the list. If Programmer disputes any item for which Licensee is seeking reimbursement, Programmer shall nonetheless pay all items as to which there is no dispute. If the parties cannot resolve the dispute with respect to the other items within thirty (30) days after Programmer's receipt of Licensee's invoice, the parties shall, upon the request of either party, submit the dispute to a Certified Public Accountant ("CPA") chosen mutually by the parties and experienced in commercial broadcast matters, and the decision of the CPA shall be binding on the parties. Fees and other expenses of the CPA shall be divided equally between the parties.