

LOCAL MARKET TIME BROKERAGE AGREEMENT

This Local Market Time Brokerage Agreement (the "LMA") is dated as of March 7, 2005 by and between Reunion Broadcasting L.L.C. ("Licensee"), the licensee of Radio Station KAHS (AM) (The "Station"), and SMP Communications, L.L.C. ("Broker").

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

WHEREAS, Licensee and Broker have entered into that certain Asset Purchase Agreement dated as of February 7, 2005 ("APA"); and

WHEREAS, Broker desires to avail itself of Licensee's broadcast time;

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

1.1 **Facilities:** Licensee agrees to make the broadcasting transmission facilities of the Station available to Broker, commencing at 6:00A.M on March 20, 2005 for the broadcast of Broker's programs (the "Programs"). The Programs shall follow an entertainment format, which may include music, sports, news and public service programming, promotions, contests and commercial matter. Except as provided in Paragraph 1.2 below, Broker shall supply the Programs and may originate the programs from its own studios or the studio's of Licensee. Except as otherwise provided herein, Licensee agrees to make all of the air time of the Station available to Broker for the broadcast of the Programs. Broker shall retain all revenues from the sale of advertising on the Programs it delivers to Licensee. Except as otherwise expressly provided herein, Broker shall not assume or be responsible for any present or future liabilities of Licensee.

1.2 **Authorizations.** The Station operates in accordance with the authorizations issued by the FCC, on an assigned frequency of 1360 kHz, with a power of 1 kilowatt, daytime and reduced power at night, as more fully described in the FCC's records. Throughout the term of

this Agreement and except as otherwise provided in this LMA, Licensee shall make the Station and all related equipment available to Broker for operation with the maximum authorized facilities. Licensee shall maintain a main studio and shall meet all the Commission requirements for staffing thereof as required by the rules of the Commission.

2. **Payments.**

2.1. During the term of this LMA., Broker hereby agrees to pay Licensee the amount of Four Thousand Two Hundred Dollars (\$4,200) per month ("Monthly Payment"), payable in advance on or before the 15th of each month, beginning March 15, 2005, for the right to broadcast the Program(s) hereunder; provided, however, if the due date for any Monthly Payment hereunder is not a business day, the payment shall be made on the first business day thereafter.

3. **Term.** The term of this LMA shall be six months from the date of execution, unless earlier terminated by the consummation of the transaction contemplated by the APA. The parties agree that the Monthly Payment will be prorated to the time of consummation.

4. **Programs.** Broker shall furnish or cause to be furnished the artistic personnel and material for the Programs as provided by this LMA, and each Program shall be rendered and delivered suitable and ready for broadcast in a manner satisfactory to licensee. Licensee reserves the right to refuse to broadcast any Program which does not, in Licensee's sole opinion determined in good faith, serve the public interest.

5. **Programming and Operations Standards.** Broker agrees to abide by the standards set forth by Licensee in its programming and operations. Broker further agrees that if, in the sole judgement of Licensee, Broker does not comply with said standards, Licensee may preempt or require substitution for any Program(s) not in compliance.

6. **Responsibility for Employees and Expenses.**

6.1 Broker shall employ and be responsible for the salaries, taxes, insurance, benefits and related costs for all personnel used in the production of the Programs and the sale of advertising time related thereto. Broker shall pay for all fees to ASCAP, BMI and SESAC and

for any other copyright fees attributable to its programming broadcast on the Stations.

6.2 Licensee shall employ or train Station personnel ("Station Personnel") adequate to operate the facilities at all times, including the capacity to broadcast any program it originates and to perform routine or emergency engineering functions. At a minimum, station personnel shall include two (2) persons, fulltime, including a General Manager, working at a main studio located at a location permitted by the FCC. Licensee will be responsible for the salaries, taxes, insurance, benefits and related costs for its Station Personnel. Whenever on the station's premises, all personnel shall be subject to the supervision and the direction of Licensee's General Manager. Licensee shall also be responsible for paying in a timely fashion the following expenses related to operation of the Station (as applicable): rents for the main studio and transmitter site and all taxes and other costs incident thereto, including but not limited to real estate and tangible taxes; utilities costs relating to the main studio and transmitter site operation.

7. Operation of Station.

7.1 Notwithstanding anything to the contrary in this LMA., Licensee certifies that under this LMA it will maintain ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel and programming. Licensee shall have full authority and power over the operation of the Station during the term of this LMA. The General Manager for the Station shall be accountable to Licensee and shall direct the day to day operation of the Station. Licensee shall retain control in its absolute discretion over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to preempt any Programs or Existing Programs in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of Oklahoma, and the rules, regulations and policies of the Federal Communications Commission, including the prohibition of unauthorized transfer of control.

7.2 During the term of this LMA, Licensee will be solely responsible for ascertaining issues of community importance, and addressing such issues through its own programming or the Programs supplied by Broker. Licensee will also be solely responsible for maintaining the station logs and political and public inspection files, for receiving and responding to telephone inquiries related to station operations, for filing all necessary reports with the FCC, and for broadcasting proper station identification announcements. Broker shall, subject to the ultimate supervision of Licensee, deliver to the Station, such records and information required by the FCC to be placed in the public inspection files of the Station pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules, and to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance in accordance with the provisions of Section 73.1212 of the Commission's rules. Licensee shall have the ultimate responsibility for ensuring compliance with the rules, regulations and policies of the FCC, as announced from time to time, including those with respect to the carriage of political advertisements and programming (including without limitation, the rights of candidates and , as appropriate, others to "equal opportunities," "lowest unit charge" and reasonable access and the carriage of contrasting points of view with respect to such "issue-oriented" programming and advertising as may be broadcast). Broker will provide to Licensee such documentation relating to such programming as Licensee shall reasonably request.

8. (deleted)

9. **Condition of Broadcast Equipment.** All equipment necessary for broadcasting by the Station shall be maintained by Licensee in a condition consistent with good engineering practices and in compliance in all material respects with the applicable rules and regulations of the FCC. All expenses reasonably required to maintain the quality of the Station's signal shall be made at the expense of Licensee in a timely fashion.

10. **Force Majeure.** Any failure or impairment of facilities or any delay or interruption in broadcasting Programs, or failures at any time to furnish facilities, in whole or in part, for

broadcasting, due to acts of God, strikes or threats thereof or force majeure or due to causes beyond the control of Licensee, shall not constitute and breach of this LMA and Licensee will not be liable to Broker with respect to facilities that failed or were impaired or not furnished.

11. **Payola/Sponsorship Identification.** Broker agrees that neither Broker nor its employees will accept any compensation or any kind of gift or gratuity of any kind whatsoever, regardless of its value or form including, but not limited to a commission, discount, bonus, materials, supplies or other merchandise, services, or labor, whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements.

12. **Compliance with Laws.** The parties agree that throughout the term of this LMA each party will comply with all laws and regulations applicable in the conduct of Licensee's business.

13. **Insurance.** Upon request, Licensee will provide Broker with a copy of all insurance policies currently in effect with respect to the Station. Licensee will maintain in full force and effect throughout the term of this LMA insurance with responsible and reputable insurance companies or associations covering such risks (including 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 required by law) 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 will be used to repair or replace such property so that the operation of the Station conforms with this LMA. Broker shall be responsible for Workers Compensation insurance covering its employees and shall maintain insurance covering risks (including 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 required by law) and in such amounts and on such terms as is

conventionally carried brokers supplying programming or selling time on radio stations with facilities comparable to those of the Station.

14. **Indemnification; Warranty.** To the extent not covered by Licensee's insurance policies, Broker will indemnify and hold Licensee harmless against liability for libel, slander, broadcast of indecent or obscene material, infringement of trademarks, trade names, or program titles, violation of rights to privacy, and infringement of copyrights and proprietary rights resulting from the Programs furnished by Broker, or failure to furnish records or information required to be supplied by Broker under this agreement. Further Broker warrants that the broadcasting of the Programs will not violate any rights of others and Broker agrees to save Licensee harmless from any and all claims, damages, liability, costs and expenses, including attorney fees, arising from the production and or broadcasting of the Programs or for failure of Broker to discharge any obligations arising under this LMA. Licensee reserves the right to refuse to broadcast any and all Programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third party claims to be violative of any right of theirs or which may constitute a Personal Attack as that term is and has been defined by the Federal Communications Commission. Licensee will indemnify and hold Broker harmless against any and all claims, damages, liability, costs, and expenses, including attorney fees, arising from Licensee's operation of the Station prior to the commencement of the term of this LMA or arising from Licensee's failure to fulfill any of its obligations under this LMA. The parties' obligation to hold each other harmless against the liabilities specified above shall survive any termination of this LMA.

15. **Events of Default.** The following shall, after the expiration of the applicable cure periods, constitute Events of Default under this LMA:

15.1 Non-payment. Broker's failure to timely pay the consideration provided for in Paragraph 2, hereof; or

15.2 Default in Covenants. Broker's or Licensee's default in the material

observance or performance of any material covenant, condition, or agreement contained herein; or in the APA or any other agreement between the parties hereto.

15.3 Breach of Representation. Any material representation or warranty herein made by either party, or in the any certificate or document furnished to the other party pursuant to the provisions hereof or in the APA or any other agreement between the parties hereto, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

15.4 Cure Periods. An event of Default shall not be deemed to have occurred until twenty (20) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured, would constitute and Event to Default and specifying the actions necessary to cure within such period. Except for default due to nonpayment of consideration by Broker, this period may be extended for a reasonable period if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the non-defaulting party.

15.5 Termination Upon Default. In the event of the occurrence of an Event of Default: (i) if the Broker is the defaulting party, Licensee shall be under not further obligation to make available to Broker any further broadcast time or broadcast transmission facilities and this agreement shall immediately terminate; and (ii) if Broker is the defaulting party, all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable.

16. **No Joint Venture**. The parties hereto expressly agree that the relationship between them hereunder is that of two principals dealing with each other as independent contractors subject to the terms and conditions of this LMA. At no time, past, present or future, shall the relationship of the parties herein be deemed or intended to constitute and agency, partnership, joint venture, or a collaboration for the purpose of sharing any profits or ownership in common.

Neither party shall have the right, power, authority at any time to act on behalf of, or represent, the other party, but each party hereto shall be separately and entirely liable for its own debts in all respects, except as expressly set forth herein.

17. **Representations.** Both Licensee and Broker represent that:

(a) They are legally qualified, empowered, and able to enter into this LMA, and that they have had the benefit of advice of their respective counsel with respect thereto; and,

(b) Licensee maintains ultimate control over the facilities of the station, including specifically control over the finances of Licensee as licensee, personnel employed by Licensee, and programming broadcast by the Stations.

18. **Modification and Waiver.** No alteration, modification, change, or waiver of any provision of this LMA shall in any event be effected unless the same shall be in writing, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

19. **No waiver; Remedies Cumulative.** No failure or delay on the part of Licensee or Broker in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Broker herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

20. **Construction.** This LMA shall be construed in accordance with the laws of the State of Kansas.

21. **Headings.** The headings of the provisions of this LMA are included for convenience only, and no such heading shall in any way alter the meaning of any provision.

22. **Counterpart Signature.** This LMA may be signed in one or more counterparts. This LMA shall be effective as of the date on which the executed counterparts are exchanged by the parties.

23. **Notice.** All notices required or permitted to be given hereunder shall be in writing and copies shall be effective when sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to Licensee:
Reunion Broadcasting L.L.C..
c/o D. Stanley Tacker, Esq.
2957 E. 57th Street
Tulsa OK 74105

If to Broker:
SMP Communications, L.L.C.
Ambrosio Medrano
1645 South Blue Island Ave.
Chicago, IL 60608
P.O. Box 702588

With a copy to:

David Tillotson, Esq.
4606 Charleston Terrace, NW
Washington, DC 20007

Notice, as provided by this paragraph, may be given to any other person or party, as any party hereto may in the future designate in writing, upon due notice to the other parties.

24. **Entire Agreement; Severability.** This LMA embodies the entire understanding between the parties and there are no other representations, warranties or understandings, oral or

written, between them with respect to the subject matter hereof. The event that any of the provisions contained herein become or are held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this LMA shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Licensee:

Reunion Broadcasting L.L.C..

By: _____
D. Stanley Tacker, Manager

Broker:

SMP Communications, L.L.C.

By: _____
Ambrosio Medrano, Co-Manager