

TIME BROKERAGE AGREEMENT

Time Brokerage Agreement ("Agreement") dated as of 7-1-99,
by and between Del Norte Communications, Inc. ("Licensee"), the licensee of AM radio
station KZIP, Amarillo, Texas (the "Station"), and Rodriguez Communications ("Broker").

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

WHEREAS, Broker desires to avail itself on Station's broadcast time for the
presentation of programming service, including the sale of advertising time;

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

1. **Facilities.** Licensee agrees to make broadcasting transmission and production
facilities available to Broker and to broadcast on the Station, or cause to be broadcast,
Broker's programs which may originate either from Broker's own studios or from Licensee's.
Programs are described in Attachment I hereto. The compensation to be paid to Licensee for
the programs shall be as set forth in Attachment II hereto. Broker and Licensee represent to
each other that they have, and will have throughout the term of this Agreement, the capability
of transmitting either by STL or phone lines from their respective broadcast and transmission
studios.

2. **Payments.** Broker hereby agrees to pay Licensee for the broadcast of the
programs hereunder the amounts specified in Attachment II monthly. Payment for programs
are due and payable in full on the first day of each month commencing as of July 1, 1999.
In addition, Broker will prepay the amount due for the 36th month on July 1, 1999. In the
event that this Agreement is terminated prior to the term specified in Section 3 and Broker
is not in default, the prepayment will be returned to Broker.

3. Term. The term of this Agreement shall be for a period of three (3) years from the Effective Date of this Agreement and is renewable at the option of the Broker for one additional three (3) year time period on terms mutually agreeable to Licensee and Broker. Written notice of Broker's intent to renew must be provided to Licensee at least thirty (30) days prior to the expiration date.

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4. Programs. Broker shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this Agreement and all programs shall be in good taste and in accordance with Federal Communications Commission (the "Commission") requirements. All programs shall be prepared and presented in conformity with the regulations prescribed in Attachment III hereto. All advertising spots and promotional material or announcements shall comply with all applicable federal, state and local regulations and policies and shall be produced in accordance with quality standards established by Broker.

5. Station Facilities.

5.1. Operation of Station. The Station operates on the frequency 1310 kHz with a power of 1 kW daytime, 88 watts nighttime. Throughout the term of this Agreement, Licensee shall make the Station available to the Broker for operation with the maximum authorized facilities twenty-four hours a day, seven days a week, except for downtime occasioned by routine maintenance not to exceed two hours each Sunday morning between the hours of 12 Midnight and 6:00 a.m. Any maintenance work affecting the operation of the Station at full power shall be scheduled upon at least forty-eight hours prior notice with the agreement of the Broker, such agreement not to be unreasonably withheld.

5.2. Interruption of Normal Operations. If the Station suffers 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 immediately notify Broker, and shall undertake such repairs as necessary to restore the full-time operation of the Station with its maximum authorized facilities within seven days from the occurrence of such loss or damage. If such repairs are not made within the allotted period, Broker may give notice to Licensee of Broker's intention to terminate this Agreement, in which event this Agreement shall terminate on the tenth day following such notice, any other provision of this Agreement notwithstanding.

5.3 Licensee's Equipment. Licensee, at its expense, shall be responsible for all maintenance, repairs and replacements required to maintain the Licensee's equipment in good working order and in compliance with the FCC rules and regulations. CB TRANSMIT (CP)

6. Handling of Mail. 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, telegraph or telephone calls in connection with programs broadcast hereunder unless Licensee at the request of Broker has agreed in writing to do so.

7. Programming and Operations Standards. Broker agrees to abide by the standards set forth in Attachment III in its programming and operations. Broker further agrees that if, in the sole judgment of Licensee or the Station General Manager, Broker does not comply with said standards, Licensee may suspend or cancel any program not in compliance.

8. Responsibility for Employees and Expenses. Broker shall employ and be responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of its programming (including salespeople, traffic personnel, board operators and programming staff). Licensee shall employ Station personnel as required under the rules, regulations and policies of the Federal Communications Commission ("FCC") including, without limitation, the Station General Manager and Chief Engineer, and will be responsible

for the salaries, taxes, insurance and related costs for all the Licensee Station personnel used in the operation of the Station. Whenever on the Station's premises, all personnel shall be subject to the supervision and the direction of Licensee's General Manager and/or Chief Engineer. Broker shall pay for all telephone calls associated with program production and listener responses, for all fees to ASCAP, BMI and SESAC, for any other copyright fees attributable to its programming broadcast on the Station and for all utility bills directly attributable to Broker's use.

9. Advertising and Programming Revenues. Broker shall retain all revenues for the sale of advertising time on the programs it delivers to the Station and may sell such advertising in combination with the sale of advertising on any other broadcasting stations of its choosing.

10. Operation of Station. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Station during the term of this Agreement. Licensee shall provide and pay for the General Manager for the Station, who shall report solely to and be accountable solely to Licensee and who shall direct the day-to-day operation of the Station. Licensee shall retain control, to be reasonably exercised, 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 in order to broadcast a program deemed to be by Licensee 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 Texas, the rules, regulations, and policies of the FCC (including the prohibition on unauthorized transfers of control) and the rules, regulations and policies of other federal governmental authorities, including the Federal Trade Commission and the Department of Justice. Licensee shall at all times be solely responsible for meeting all of the Commission's

requirements with respect to public service programming, for maintaining the political and public inspection files and the Station log, and for the preparation of programs/issues lists. Broker shall, upon request by Licensee, provide Licensee with information with respect to such of Broker's programs which are responsive to public needs and interest so as to assist Licensee in the preparation of required programming reports, and will provide upon request other information to enable Licensee to prepare other records, reports and logs required by the Commission or other local, state or federal governmental agencies.

11. Special Events. Licensee reserves the right, in its discretion, to preempt any of the broadcasts of the programs referred to herein, and to use part or all of the time contracted for herein by Broker for the broadcast of events of special importance. In all such cases, Licensee will use its best efforts to give Broker reasonable notice of its intention to preempt such broadcast or broadcasts, and, in the event of such preemption, Broker shall receive a payment credit for the broadcasts so omitted.

12. Force Majeure. Any failure or impairment of the Station facilities or any delay or interruption in broadcasting programs, or the failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes, or threats thereof, force majeure, or to causes beyond the control of Licensee, shall not constitute a breach of this Agreement, and Licensee will not be liable to Broker, except to the extent of allowing in each such case an appropriate payment credit for time not provided or broadcasts not carried based upon a pro rata adjustment to amounts due as specified in Attachment II calculated upon the length of time during which the failure or impairment exists or continues.

13. Right to Use the Programs. The right to use the programs produced by Broker and to authorize their use in any manner and in any media whatsoever shall be, and remain, vested in Broker.

14. Payola. Broker agrees that it will not 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. Broker agrees annually, or more frequently upon the request of Licensee, to execute and provide Licensee with a Payola Affidavit, substantially in the form attached hereto as Attachment IV.

15. Compliance with Law. Broker agrees that, throughout the term of this Agreement, Broker will comply with all laws and regulations applicable in the conduct of Licensee's business and Broker acknowledges that Licensee has not urged, counseled, or advised the use of any unfair business practice.

16. Indemnification; Warranty. Broker will indemnify and hold Licensee harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trade marks, trade names, or program titles, violation of rights of privacy, infringement of copyrights and proprietary rights and monetary sanctions imposed by the Federal Communications Commission pertaining to violations of FCC rules, regulations and policies resulting from the broadcast of programming furnished by Broker. Further, Broker warrants that the broadcasting of its programs will not violate any rights of others and Broker agrees to hold Licensee, the Station, and their respective officers, directors, agents, stockholders, employees, and subsidiaries, harmless from any and all claims, damages, liability, costs and expenses, including reasonable attorneys' fees, arising from the broadcasting of such programs. Licensee will indemnify and hold Broker harmless against all liability for libel, slander, illegal competition or trade practices, infringement of trademarks, trade names or program titles, violation of rights of privacy, infringement of

copyrights and proprietary rights and monetary sanctions imposed by the FCC pertaining to violations of FCC rules, regulations and policies resulting from the broadcast of programming aired by Licensee either prior to or during the term of this Agreement. 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 the term is and has been defined by the Commission.

17. Events of Default; Cure Periods and Remedies.

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

17.1.1. Non-Payment. Broker's failure to timely pay the consideration provided for in Paragraph 2 hereof;

17.1.2. Default in Covenants or Adverse Legal Action. The default by either party hereto in the material observance or performance of any material covenant, condition or agreement contained herein, or if either party shall (a) make a general assignment for the benefit of creditors, (b) files or has filed against it a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' 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 60 days thereof; or

17.1.3. Breach of Representation. 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 herof, shall prove to have been false or misleading in any material respect as of the time made or furnished.

17.2. Cure Periods. An Event of Default shall not be deemed to have occurred until twenty (20) business days after the nondefaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default and specifying the actions necessary to cure within such period. This period may be extended for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the other party.

17.3. Liabilities Upon Termination. Broker shall be responsible for all liabilities, debts and obligations of Broker accrued from the purchase of air time and transmission facilities including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for Licensee's federal, state, and local tax liabilities associated with Broker's payments to Licensee as provided for herein. With respect to Broker's remaining obligations, if any, for the broadcast of programming or commercial announcements following the effective date of termination, Licensee agrees to accept such obligations and broadcast such programming and commercial announcements in return for compensation which otherwise would have been paid to Broker. Upon termination, Broker shall return to Licensee any equipment or property of the Station used by Broker, its employees or agents, in substantially the same condition as such equipment existed on the date of this Agreement, ordinary wear and tear excepted.

18. Limitation on Brokerage After Termination

18.1. Limitation on Brokerage or Similar Agreements After Termination.

In the event that Licensee terminates this Agreement, Licensee shall not enter into a time brokerage or similar agreement with any third party for a period of six months after such termination without first giving Broker sixty (60) days prior written notice thereof and the first right to match the terms of such other agreement and to enter into an agreement with Licensee on substantially the same terms and conditions proposed in the third party's offer.

If Broker declines to match the terms of such other agreement, it shall notify Licensee in writing of its decision not later than sixty (60) days after Broker's receipt of written notice from Licensee of the third party offer.

19. **Option to Purchase.** Licensee grants to Broker and/or Broker's designatee an exclusive option to purchase Station from Licensee at any time during the term of this Agreement for (\$). To exercise the Option, Broker must provide six (6) months written notice to Licensee prior to the expiration of the Term specified in Section 3 of this Agreement. In the event that Broker exercises its Option to purchase the Station, the prepayment specified in Section 2 of this Agreement will be applied toward the purchase price.

20. **Termination Upon Order of Judicial or Governmental Authority.** In the event that any court of competent jurisdiction or any federal, state or local governmental authority designates a hearing with respect to the continuation or renewal of any licensee or authorization held by Licensee for the operation of the Station, advises any party hereto of its intention to investigate or to issue a challenge to or a complaint concerning the activities contemplated by this Agreement, or orders 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 Broker hereunder, upon the request of Licensee, Broker shall have the option to seek administrative or judicial appeal of or relief from such order(s) (in which event Licensee shall cooperate with Broker provided that Broker shall be responsible for legal fees incurred in such proceedings) or Broker shall notify Licensee that it will terminate this Agreement in accordance with such order(s). If the Commission designates the renewal application of the Station for a hearing as a consequence of this Agreement or for any other reason, Licensee shall be responsible for its expenses incurred as a consequence of the Commission proceeding; provided, however, that Broker shall cooperate and comply

with any reasonable request of Licensee to assemble and provide to the Commission information relating to Broker's performance under this Agreement. In the event of termination upon such governmental order(s), Broker 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 reasonably cooperate with Broker to the extent permitted to enable Broker to fulfill 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 thereunder. Thereafter, neither party shall have any liability to the other except as may be provided pursuant to Paragraph 16 hereof.

21. Representations and Warranties.

21.1. Mutual Representations and Warranties. Each of Licensee and Broker represents to the other 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.

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

21.2.1. Authorizations. Licensee owns and holds all licenses and other permits and authorizations issued by the FCC for the facilities described in Section 5.1 of this Agreement which are necessary for the operation of the Station and such licenses, permits and authorizations have been renewed and will be in full force and effect for the entire license term ending August 1, 2005, unimpaired by any acts or omissions of Licensee, its principals, employees or agents. There is not now pending or, to Licensee's best knowledge, threatened, any action by the Commission or other party to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses, permits or authorizations,

and, to Licensee's best knowledge, no event has occurred that allows or, after notice or lapse of time or both, would allow, the revocation or termination of such licenses, permits or authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station as presently conducted. Licensee has no reason to believe that any such license, permit or authorization will not be renewed during the term of this Agreement in its ordinary course. Licensee is not in violation of any statute, ordinance, rule, regulation, order or decree of any federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which default or violation would have an adverse effect on Licensee or its assets or on its ability to perform this Agreement.

21.2.2. **Filings.** All reports and applications required to be filed with the Commission (including ownership reports and renewal applications) or any other governmental agency, department or body in respect of the Station have been, and in the future will be, filed in a timely manner and are and will be true and complete and accurately present the information contained therein. All such reports and documents, to the extent required to be kept in the public inspection files of the Station, are and will be kept in such files. Upon request by Licensee, Broker shall provide in a timely manner any such information in its possession which will enable Licensee to prepare, file or maintain the records and reports required by the Commission.

21.2.3. **Facilities.** Licensee warrants that the Station's broadcast and production equipment shall be available for use by Broker during the term of this Agreement and that such facilities shall be in good working order and in compliance with the Station's license and the rules and regulations of the FCC. The Station's facilities will be maintained at the expense of Licensee and will comply and be operated, in all material respects, in accordance with the maximum facilities permitted by the Commission.

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 with all applicable laws and regulations (including the requirements of the Communications Act and the rules, regulations, policies and procedures of the Commission promulgated thereunder). All capital expenditures reasonably required to maintain the quality of the Station's signal shall be made promptly at the expense of Licensee.

22. Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effected unless the same shall be in writing and signed by the party adversely affected by the waiver or modification, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

23. 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 a 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.

24. Construction. This Agreement shall be construed in accordance with the laws of the State of Texas, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the Commission and all other governmental bodies or authorities presently or hereafter to be constituted.

25. Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including, without limitation, any assignee of the Commission license for the Station.

27. Counterpart Signatures. This Agreement may be signed in one or more counterparts, 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 on which the executed counterparts are exchanged by the parties.

28. Effective Date. This Agreement shall be deemed effective as of July 1, 1999.

29. Notices. Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or mailed by certified mail or Federal Express, postage prepaid, with return receipt requested, and addressed as follows:

If to Licensee, to:

Del Norte Communications, Inc.
1011 S. Jackson
Amarillo, Texas 79101
(806) 374-8555

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

If to Broker, to:

Rodriguez Communications
7700 Carpenter Freeway
Dallas, Texas 75247
(214) 630-9400

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

JUL-19-1999 11:40 FROM 12146367763 TO 12146367763
1-20 10:00AM

CUMY and MARKS-

P. 01
11/15/20

James L. Anderson, Esq.
Rodriguez Communications
1333 Corporate Drive
Suite 350
Irving, Texas 75038

30. 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. No alterations, modification or change of this Agreement shall be valid unless by like written instrument.

31. Severability. The event that any of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this Agreement 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.

DEL NORTE COMMUNICATIONS, INC.

By: [Signature]
President

RODRIGUEZ COMMUNICATIONS

By: [Signature]
President