

## LOCAL PROGRAMMING AND MARKETING / PURCHASE AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "AGREEMENT") is made February 2<sup>nd</sup>, 2002 between Terry Keith Hammond dba MonsterFM.com/Broadcast Services ("PROGRAMMER") and KRMN-FM license holder James A. Turville, acting as general partner of Turbo Radio Limited Partnership ("Licensee") as recognized by the Federal Communications Commission (FCC).

### Recitals

- A. Licensee is the FCC authorized holder of the license of radio station KRMN-FM, Shamrock, Texas ("the STATION") pursuant to license(s) issued by the Federal Communications Commission ("FCC").
- B. Programmer has available and/or is producing radio programs that it desires to have broadcast on the Station, and therefore desires to purchase airtime from licensee for the broadcast of such programs.
- C. Licensee has agreed to make available to Programmer airtime on the Station and accept for broadcast the programs of Programmer on the terms and conditions set forth in the Agreement.
- D. Licensee, as seller, and Programmer, as buyer, are not negotiating an agreement pursuant to which Programmer will buy the assets of the Station (the "Asset Purchase Agreement"), but rather only a transfer of the license of the facility, pending FCC approval of same.

### Agreement

**NOW THEREFORE**, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein, the parties, intending to be legally bound as follows:

1. **Agreement Terms.** This term of this Agreement will begin on March 10<sup>th</sup>, 2002, and will continue for a period of five (5) years thereafter (the "Initial Term") unless extended or earlier terminated pursuant to Section 8 or Section 13 hereof. The term may be extended by Programmer for an additional five (5) year term upon written notice to Licensee given at least 30 days prior to the expiration of the Initial Term.
2. **Programmer's Purchase of Airtime and Provision of Programming.** During the Term, Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified below, and shall transmit to Licensee programming (the "Program" or "Programs") for broadcast on the Station up to twenty-four (24) hours per day, seven (7) days per week.
3. **Broadcasting Obligations.** In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs delivered by the programmer during the Broadcasting Period specified in Section 2 above, subject to the provisions of section 6 below and shall comply completely with the lease/sale terms as set forth in section 1 above.
4. **Advertising Sales; Accounts receivable.** Programmer will be exclusively responsible for the sale and collection of all advertising revenue due the Station as of the effective date of this agreement. All contracts for advertising on the Station, which may be entered into by Programmer, shall terminate upon the termination of this agreement (other than termination pursuant to section 8).

5. **Term Payments.** For the broadcast of Programs and other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay all Station operating costs for the Licensee.
6. **Operation, Ownership and Control of the Station.** Notwithstanding anything to the contrary of this Agreement, as long as Licensee remains the designated Licensee of the Station, it will have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Licensee will bear the responsibility for the Station compliance with all applicable provisions of the rules and regulations of the FCC and other applicable laws. Licensee reserves the right to refuse to broadcast any Program containing matter which violates any right of any third party or which constitutes a "personal attack" as that term has been defined by the FCC. Licensee also reserves the right to refuse to broadcast any program which does not meet the rules, regulations or policies of the FCC or the regulations and restrictions set forth in section 10. Licensee further reserves the right to preempt any program in the event of a local, state or national emergency. If licensee preempts, ejects or otherwise refuse to broadcast any Program, then Licensee shall broadcast substitute programming of equal or greater value to the Programmer. Programmer agrees to cooperate with the Licensee to ensure that EAS transmissions are properly performed in accordance with the Licensees instructions. Licensee reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer will immediately serve Licensee with notice of any letters of complaint it receives concerning any Program, for Licensee review and inclusion in its public inspection file. Programmer shall make available at all times an internet stream of the station's programming for constant monitoring by the licensee. If licensee is out of the listening area of the station. The same shall be maintained at the Programmer's expense
7. **Maintenance of Signal.** Programmer shall maintain the operating power of Station at the maximum level authorized by the FCC for the Station throughout the Term and shall repair and maintain the Stations tower and transmitter equipment so Station will remain in good working order. Further, it is understood that programmer shall be solely responsible for construction of upgrade facilities as granted by the FCC. Upgrades must be completed in a timely fashion.
8. **Asset Purchase Agreement.** This Agreement shall terminate upon closing under any transfer of the license that is made between licensee and programmer. This Agreement may be terminated by either party in the event of any expiration or termination of any Agreement made between licensee and programmer upon ninety (90) days written notice.
9. **Music Licenses.** As of the effective date of this Agreement, Programmer shall assume responsibility for obtaining and maintaining in full force, on behalf of the Station, all music licenses ("Music Licenses") as may be required by the licensor of said Music Licenses. (ASCAP, BMI)
10. **PROGRAMS**

**10.1 Production of the Programs.** Licensee acknowledges that it is familiar with the type of programming Programmer currently produces and has determined that the broadcast of such programming on the Station would serve the public interest. Programmer agrees that the content of the Programs it transmits on the Station would serve the public interest. Programmer agrees that the contents of the Programs it transmits to Licensee shall conform to all FCC rules, regulations and policies. Programmer agrees to produce programs that will be of public concern in the local communities served, and address all issues made known by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the rights to authorize their use in any manner and in any media whatsoever, shall be and remain vested in Programmer.

**10.2 Political Time.** Licensee maintains the ultimate responsibility with aspect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the term, Programmer shall cooperate with the Licensee as Licensee complies with Political broadcast responsibilities, and shall supply such information promptly with the Licensee as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law.

11. **Expenses.** During the Term, Programmer will be responsible for all salaries, taxes, insurance and related costs for all personnel used in the production of Programs supplied to Licensee, and for the cost of delivering said programs to Licensee. Licensee shall provide to the Programmer full and complete access to and unlimited use of Stations studio and broadcast facilities for the purpose of Program production. Licensee shall arrange for a technician to maintain all Station equipment in good operating condition in accordance with FCC rules and regulations, and terms and policies agreed upon, during the Term of this Agreement.

12. **Call Signs.** During the term, Licensee will retain all rights to the call letters of the Station or any other call letters, which may be assigned by the FCC for use by the Station. They may be changed by licensee at will. Licensee will ensure that proper station identification announcements are made with such call letters in accordance with the FCC rules and regulations. Programmer shall include in programs it delivers for broadcast, an announcement at the beginning of each hour to identify such call letters and city of license as required by the FCC rules and regulations. Programmer is authorized by the Licensee to also use such call letters, slogans, logos and other facsimiles of said call letters in the promotion of programs produced.

**13. Events of Default; Termination.**

13.1 **Programmer's Event of Default.** The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement:

- (a) Programmer fails to make payments as agreed.
- (b) Programmer fails to observe or perform other obligations contained in the Agreement in any material respect; or
- (c) Programmer breaches the representation and warranties made under this Agreement in any material respect.

13.2 **Licensee Events of Default.** The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to perform its obligations under this Agreement in any material respect; or (b) Licensee breaches the representations and warranties made by it under the Agreement in any material respect.

13.3 **Cure Period.** Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until thirty (30) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured.

13.4 **Termination in the Event of Default.** Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to section 13.3, the non-defaulting party may terminate this Agreement, upon ninety (90) days written notice to the defaulting party.

13.5 **Cooperation Upon Termination.** If this agreement is terminated for any reason other than pursuant to section 8, the parties agree to cooperate with one another and to take all actions necessary to rescind the Agreement and return the parties to the status quo ante.

14. **Indemnification.** Programmer shall indemnify and hold Licensee harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the Programs on the Station. Licensee shall indemnify and hold programmer harmless against any liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of its programming on the Station. The obligations under this Section shall survive any termination of this Agreement.

15. **Authority.** Programmer and Licensee each represent and warrant to the other that it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby to the extent stated, it has duly authorized this Agreement, and this Agreement is binding upon it.

16. **Notice.** All notices, demands, requests, or other communications which may be required to be given or made by any party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight courier, or transmitted by facsimile transmission and shall be deemed to have been duly delivered and received by the third day after deposit in the U.S. mail if registered or certified, on the day of delivery by a nationally recognized overnight courier service and on the same day if transmitted by facsimile, addressed as follows:

If to Licensee: James A. Turville  
1012 McEwen Drive  
Franklin, TN 37067  
Phone: 615-261-9293  
Fax: 615-261-1939

If to Programmer: Mr. Terry K. Hammond  
MonsterFM.com/Broadcast Services  
C/O KRMN  
PO BOX 686  
Shamrock, TX. 79079

17. **Entire Agreement.** This Agreement embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement including, but not limited to, the Agreement referred to in Section 1 hereof.

18. **Relationship of Parties.** Neither the Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

19. **Subject to Laws: Partial Invalidity.** The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable portions will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

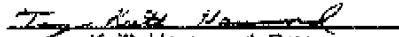
Witness the signatures below and by this signing, we, the signers, intend this to become a valid Agreement on the 10<sup>th</sup> day of March at 12:01AM Central time.

Signed this day, February 2, 2002 at Gallatin TN.

Signatures:



James A Turvaville, General Partner  
Turbo Radio Limited Partnership  
Licensee of KRMN-FM



Keith Hammond, Pres  
MonsterFM.com/Broadcast Services



Witness: Notary Public

Official Notary Seal.

My Commission Expires July 9, 2006

27

NO. 4010

BOND \$ 10,000 FOR RECORD

THE STATE OF TEXAS VS. TERRY KEITH HAMMOND

2002 OCT 16 AM 10:18

SHERRI JONES DIST. CLERK  
WHEELER COUNTY TEXAS

CHARGE: THEFT \$1,500 OR MORE BUT LESS THAN \$20,000

BY \_\_\_\_\_

DEGREE: STATE JAIL

IN THE NAME AND BY AUTHORITY OF THE STATE OF TEXAS:

THE GRAND JURY, for the County of Wheeler, State of Texas, duly selected, empaneled, sworn, charged, and organized as such at the April Term, A.D., 2002, of the 31st Judicial District Court for said County, upon their oaths present in and to said court at said term that

TERRY KEITH HAMMOND

hereinafter styled Defendant, on or about the 8<sup>TH</sup> day of August, 2002 and before the presentment of this indictment, in the County and State aforesaid, did then and there unlawfully appropriate, by acquiring or otherwise exercising control over, property, to-wit: United States currency, of the value of \$1,500.00 or more but less than \$20,000 from David Rushing, the owner thereof, with intent to deprive the owner of the property, against the peace and dignity of the State.

Jan C. Walker  
Foreman of the Grand Jury

WITNESSES:

Rick Walden

LIST OF CHECKS

| CHECK # | DATE    | FROM            | PAYABLE TO     | AMOUNT OF CHECK |
|---------|---------|-----------------|----------------|-----------------|
| 1151    | 4/3/02  | TERESA CALDWELL | BESSIE HAMMOND | \$375           |
| 4941    | 7/4/02  | MCDONALDS       | KRMN           | \$375           |
| 25669   | 5/14/02 | WARE'S          | KRMN           | \$400           |
| 44659   | 4/9/02  | JORDAN ASSC.    | KRMN-FM        | \$288.05        |
| 46010   | 5/10/02 | JORDAN ASSC.    | KRMN-FM        | \$288.05        |
| 46891   | 6/12/02 | JORDAN ASSC.    | KRMN-FM        | \$444.04        |
| 1076    | 5/29/02 | MITCHELL'S      | KRMN           | \$25            |
| 1135    | 7/24/02 | MESQUITE CANYON | KRMN           | \$50            |
|         |         |                 | TOTAL          | \$2,245         |



AUG-06-02 05:17PM FROM-Concannon Gallacher Miller & Co., P.C.

+7275772736

T-057

P.002/003

F-421

10

**M** BIF OR SUE HORROCKS  
DBA MCDONALD'S - OPERATING ACCOUNT  
McDonald's  
P.O. BOX 311  
SHARROCK, TX 79079 (806) 256-2567

NATIONAL BANK OF COMMERCIE

88-1255/1113

CHECK NO.

4941

4941

\*\*\*Three Hundred Seventy-five And 00/100 Dollars\*\*\*

DATE

07/04/02

AMOUNT

375.00

PAY TO THE ORDER OF

KIRWAN / Monster FM, Com  
P.O. BOX 888, MAIN ST  
SHARROCK, TX 79079

*B. P. A. O.*  
*Sue Horrocks*  
AUTHORIZED SIGNATURE

⑆004941⑆ ⑆11131255⑆ ⑆3 22⑆ ⑆⑆

⑆0000037500⑆

Security Features. Details on back.



Aug-09-02 07:55A WARE CHEV BUICK OLDS PONT 806 826 3313

P.01

12

25669

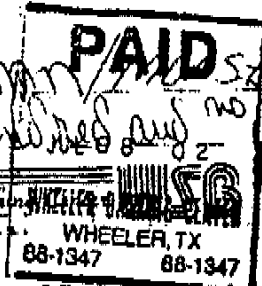


WARE CHEVROLET-BUICK-OLDS-PONTIAC  
P.O. BOX 1070 PH 806-826-8521  
WHEELER TX 79086

DATE 5-14-03

PAY TO THE ORDER OF

REMY / SHERIFF FM COM \$400.00  
Four hundred and 00/100 DOLLARS

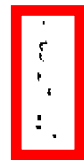


Milesa Ware

⑆025669⑆ ⑆1111313479⑆ ⑆54254⑆ ⑆0000040000⑆

Beorie Hammond  
Acct # 1591504491

1901 PARKWOOD  
BANK ONE  
WHEELER, TX 79086



1508152170  
1005 12 2005645  
8200054111  
20/03/19

**JORDAN**  
associates

Advertising/Communications  
P.O. Box 14005 Oklahoma City, OK 73113-0005  
05/840-3201

**BANK ONE**

Bank One, NA  
Circleville, OH Office  
1-800-810-1111

56-1544/441

044659

Check No.  
44659

Date  
04/09/02

TWO HUNDRED EIGHTY EIGHT AND 05/100

Check Amount

\$288.05

Pay  
To The  
Order  
Of

RRMN-FM / *mansterFM.com*  
PO BOX 688  
SHAMROCK, TX 79079

*Jeanette Yamba*  
*Sue Demand*

⑈044659⑈ ⑆044115443⑆ ⑆27117583⑈ ⑈0000028805⑈

14

Back of check #  
044659

443248  
112700657

12043685

APR 19 02

4044 75752

Wesley J. Hammond  
APR 15 9/1504491

OK ONE INDIAN  
74909962  
22892

40350887

AP '02' 19  
BANK ONE  
1801 PARKWOOD  
BEDFORD, TX 76021

EL 256 1250

**JORDAN**  
ASSOCIATES

Advertising/Communications  
P.O. Box 14005 Oklahoma City, OK 73113-0005  
405/840-3201

**BANK ONE**

Bank One, NA  
Circleville, OH Office  
1-800-310-1111

56-1544/441

046010

Check No.  
46010

Date  
05/10/02

TWO HUNDRED EIGHTY EIGHT AND 40/100 052402 1179 07

Check Amount

\$288.05

Pay  
To The  
Order  
Of

KRMN-FM / Monster FM. Com  
PO BOX 688  
SHAMROCK, TX 79079

940010927

*Janette Zambra*  
*Sue Demond*

⑈046010⑈ ⑆044115443⑆ 627117583⑈ ⑈0000028805⑈

**JORDAN**  
ASSOCIATES

Advertising/Communications  
P.O. Box 14005 Oklahoma City, OK 73113-0005  
405/840-3201

**BANK ONE**

Bank One, NA  
Circleville, OH Office  
1-800-310-1111

56-1544/441

046891

Check No.  
46891

Date  
06/12/02

FOUR HUNDRED FORTY FOUR AND 04/100 052502 1529 03

Check Amount

\$444.04

Pay  
To The  
Order  
Of

KRMN-FM / Monster FM. Com  
PO BOX 688  
SHAMROCK, TX 79079

950065882 3279 3202 00 06-25-02

*Janette Zambra*  
*Sue Demond*

⑈046891⑈ ⑆044115443⑆ 627117583⑈ ⑈0000044404⑈

046010

*Dennis Hammond*  
Acct # 1591504491

130345464 0440-0050-3  
130345464 05-24-02

**FEB 23 02**

4037 61920

065000210  
940010957  
940010957 05-24-02  
4909962  
42002

**ATM** MY '02' 23  
WEST FORD, TX 75081

42883287

Back of check  
046010

*Dennis Hammond*  
Acct # 1591504491

065000210  
9500658880034790 0440-0050-3  
9500658880064256026-26-02

**JUN 24 02**

4007 18057

ONE INDIANA  
4909962  
3692  
43426609

**ATM** JUN '02' 24  
WEST FORD, TX 75081





**FIRST NATIONAL BANK**

|   |   |   |  |
|---|---|---|--|
| <p>73-378<br/>759</p> <p style="font-size: 2em; font-weight: bold;">1<sup>ST</sup></p> <p>Member F.D.I.C.</p> | <p><b>CHETEK</b><br/>621 2nd Street<br/>P.O. Box 24<br/>Chetek, WI 54728<br/>715-924-4651</p> | <p><b>WAUPACA</b><br/>111 Jefferson<br/>P.O. Box 269<br/>Waupaca, WI 54981<br/>715-258-5511</p> | <p><b>WEYAUWEGA</b><br/>101 E. Main Street<br/>P.O. Box 138<br/>Weyauwega, WI 54983<br/>920-867-4611</p> |
|---|---|---|--|

DATE  
MO DAY YEAR  
**8/01/02**

CHECK NUMBER  
**015562**

EXPENSE CHECK

Six hundred ninety dollars

AMOUNT  
\*\*\*\*\*690.00

PAY TO THE ORDER OF  
KRMN  
P O BOX 688  
SHAMROCK TX 79079

*Linda Hill*  
AUTHORIZED SIGNATURE

FDIC

⑈015562⑈ ⑆075903792⑆ ⑆9981⑈128⑈

I received the original  
check 8-7-02.

Judy Campbell  
Scan Office  
National Bank of  
Commerce  
Shamrock, Tx.

THERESA CALDWELL  
DBA IRISH PHONES/NEW HEIRLOOMS  
202 N MAIN 806-266-5357  
SHAMROCK, TX 79079

1164

88-1255/1113

5-8-02 DATE

PAY TO THE ORDER OF KRMN

Three hundred seventy five and no/100 \$ 375.00

NATIONAL BANK OF COMMERCE  
An office of First National Bank  
ACH ROUTING 075903792

*Theresa Caldwell*

FOR

⑆111312551⑆ ⑆3 2038 2⑆ 1164 ⑆0000037500⑆

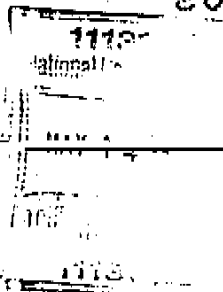
MARK AND

*For Deposit only  
KRMN Escrow*

DO NOT SIGN WRITE/STAMP BELOW THIS LINE  
FOR FINANCIAL INSTITUTION USE ONLY

0003780

100



FEDERAL RESERVE BOARD OR GOVERNORS REG. CC  
The following security features (and others) are required to meet industry standards:  
Document appearance is altered:  
• Absence of registration or "Original" watermark  
• Document is printed back at check  
• Absence of registration or "Original" watermark  
• Colored security fibers appear with chemical alteration  
• Absence of registration or "Original" watermark  
• Absence of registration or "Original" watermark  
• Absence of registration or "Original" watermark

