

## BROKERED PROGRAMMER'S AGREEMENT

1. **Time Sale.** Subject to the provisions of this Brokered Programmer's Agreement (this "Agreement"), to applicable rules, regulations and policies of the Federal Communications Commission (the "FCC") and to applicable state and local laws; BizRadio Houston, LLC, a Texas limited liability company (the "Company"), and the "Licensee" and holder of the FCC license for radio station KTEK-AM licensed to Alvin, Texas (the "Station"), agree to make the broadcasting transmission facilities of the Stations available to Asia Vision Inc (the "Programmer") for broadcast of Programmer's programs on the Stations originating from the Company's studios or such other location as the Programmer may choose. The Programmer will have the right to broadcast programming on the Stations as specified herein during the Term (as defined below).

### 2. OPTION TO PURCHASE STATION

2.1 During the first year of initial Term, Programmer shall have an option to purchase the Station on an "as is/where is" basis ("Purchase Option") for three and a half million dollars (\$3,500,000).

2.2 In the event Programmer exercises the Purchase Option, the deposit paid by Programmer pursuant to Section 1.3 plus the aggregate amount of Monthly Fees (as defined in Schedule 1.3) paid by Programmer during the Term shall be applied toward the purchase price for the Station.

2.3 Following exercise of the Purchase Option, the parties shall diligently and in good faith negotiate the terms of an asset purchase agreement (the "APA") consistent with the terms hereof and containing other terms and conditions (including representations and warranties) customary in agreements of that type. The parties shall use commercially reasonable efforts to execute the APA no later than thirty (90) days after the exercise of the Option.

3. **Term.** The term of this Agreement shall begin on January 1, 2010 and shall continue until December 31, 2015, unless earlier terminated in accordance with Section 11 below. The Programmer during the term of this agreement will be responsible for programming the Stations one hundred sixty-six hours (166) per week. Notwithstanding the foregoing, nothing in this Agreement shall be construed to guarantee any particular programming block, or any programming block at all, to the Programmer beyond the term of this Agreement. Following the term of this Agreement, the Company shall have no obligation to renew this Agreement or to enter into a new brokered programmer's agreement with the Programmer.

4. **Consideration.** As consideration for the airtime made available hereunder during the Term, the Programmer agrees to pay the Company, in advance, a monthly fee (the "Monthly Fee") for the broadcasting covered by this Agreement, by wire transfer to a bank account specified by Company, on or before the first day of each month in which the broadcasting is done, unless otherwise specified herein. For the entire Term of this Agreement, the Monthly Fee will be fifty thousand dollars (\$50,000). At the time of execution of this Agreement, Programmer will provide Company with a security deposit in the form of Letter of Credit in the amount of fifty thousand dollars (\$50,000.00) plus the first Monthly Fee of fifty thousand dollars (\$50,000).

Upon failure of the Programmer to timely pay such consideration, the Company, at its election, and in addition to any other remedies it may have hereunder or at law, may (i) withhold use of its facilities and services by the Programmer, including withholding the broadcast of the Programmer's programming until the Programmer's breach is cured; and/or (ii) terminate of this Agreement in accordance with Section 11 below.

5. Company's Responsibility for Expenses. The Company shall be solely responsible for payment of the direct and indirect operating costs not directly related to the Programmer's use of the facilities of the Stations. The order for Stations time includes the services of the technical staff on duty at the time of the broadcast, except in cases where the program originates outside of the Company's studios or the Programmer chooses to use its own technical staff, who shall cooperate fully with the Station's staff. If the Stations fails to receive program material from the Programmer in time for the scheduled broadcast, the Stations shall, in its sole discretion: (i) repeat a previous program if the programs are transcriptions following first broadcast and apply the regular charge for stations time; or (ii) produce a creditable program and apply the regular charge for stations time and reasonable talent charge to the Programmer, unless the program is one of a series, in which case the Stations shall have the right to announce the name, address and business classification of the Programmer; or (iii) sell that time to another programmer or for its own account, at its sole discretion.

6. Company's Authority.

(a) Generally. Notwithstanding anything to the contrary in this Agreement, the Company shall have full authority and power over the operation of the Stations during the Term. The Company shall be responsible for all programming it furnishes for broadcast on the Stations and for the payment of the salaries of all of its employees, all of whom shall report solely and be accountable solely to the Company.

(b) Broadcast of Programs.

(i) Unacceptable Programming. The Company shall have full authority and control over programming broadcast over the Stations. Such authority includes, without limitation, the right to reject or refuse such portions of the Programmer's programming which the Company, in its sole discretion, deems to be contrary to the public interest, contrary to interest of the Stations, the Licensee or in violation of the spirit or letter of the rules and regulations of the FCC. In addition, at any time, the Company has the authority to preempt the Programmer's programming to substitute programming, which the Company believes, in its sole discretion, will better serve the public interest. In the event of such preemption, the Programmer shall not be obligated to pay for the facilities not furnished for the program or announcement so omitted, and such omission shall not affect net rates to which it otherwise would have been entitled. In accordance with the Company's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, the Company reserves the right to reject or terminate any advertising of programming proposed to be presented or being presented over the Stations which is in conflict with Company policy or which, in the Company's judgment, would not serve the public interest.

(ii) Reasonable Efforts. The Company shall use reasonable efforts to broadcast the Programmer's programming on the specified dates and times. In the event the Company omits the broadcast due to no fault of the Programmer, the Company may, at its option, supply a comparable period on another day to make good any such omission, or may credit the Programmer's account for the charge for the broadcast so omitted. Notwithstanding

P W

anything in this Agreement to the contrary, the Company shall have the unrestricted right, exercisable at its sole discretion without prior notice, to change the time of broadcasting of any program, to substitute a comparable time period on the same or another day, and/or to omit broadcasting any program whenever it deems such change, substitution and/or omission to be advisable or desirable. The Company shall not be liable to the Programmer in any respect for any such change, substitution or omission, with the sole exception of omissions for which make-goods are not furnished, in which case the Company's liability is limited to crediting the account of the Programmer in the amount of the per-program charge for omissions not made good. Such omissions shall not affect net rates to which the Programmer otherwise would have been entitled.

(iii) Interruptions and Appropriations. The Company shall not be liable for the failure to broadcast all or any part of any program over its facilities by reason of any act of God, federal, state or municipal rules, licenses, regulations or orders, interruptions caused by defects or breakdown of lines or equipment, labor disputes, appropriation in whole or in part of program time for the broadcasting of any Emergency Alert System message or test or any event deemed by the Company to be of supervening importance or for any cause beyond the control of the Company. Such failure to broadcast shall not constitute a breach of this Agreement by the Company or vest in the Programmer any right to terminate this Agreement or to recover any damages by reason thereof. In the event of failure to broadcast any material part of the Programmer's program, the Programmer shall be entitled only to a credit of the per-program charge in the absence of any make-good by the Company. Any such omissions shall not affect net rates to which the Programmer otherwise would have been entitled.

(c) Output Power. The Company shall operate the Stations at such transmitter output power or ERP levels, as the case may, that are in accordance with its FCC license and the FCC's rules and regulations. The Company shall have the right to suspend operations or adjust the transmitter output power or ERP of the Stations for equipment maintenance and repair and if required to do so by FCC rule or in the event of emergency. Any such alterations in broadcast transmissions shall not constitute a breach of the Agreement by the Company or vest in the Programmer any right to terminate this Agreement or to recover any damages by reason thereof. In any month in which the Company suspends the Station's operations for a period that exceeds forty-eight (48) consecutive hours, the Monthly Fee for such month shall be reduced by 1/43,200 for each minute that the Station's operations are suspended. In any month in which the Station's output or ERP levels are decreased by more than fifty percent (50%) for a period that exceeds ninety-six (96) consecutive hours, the Monthly Fee for such month shall be reduced by an amount equal to the product of (x) the percentage that the output or ERP levels have been decreased minus fifty percent (50%), multiplied by (y) 1/43,200 for each minute that the Station's output or ERP levels are decreased by more than fifty percent (50%).

7. Advertising and Programming Revenues. The Programmer shall retain all revenues from the sale of advertising time during the programming it broadcasts on the Stations.

8. Political Broadcasting. The Programmer shall not directly accept any political broadcasting, including, without limitation, broadcasting concerning candidates for public office, third-party and ballot initiatives. All requests for advertising time made by legally qualified candidates for public office and/or their agents, buyers or representatives, or by any individual or group seeking to purchase time for broadcasts concerning any candidate, election for public office, ballot initiative or controversial issue of public importance are to be referred to the Station's general manager within twenty-four (24) hours of the request. All such political broadcasting shall be sold solely by the Company. The Programmer shall not endorse, support,

*B* *nl*

editorialize or otherwise broadcast any statements, paid for or otherwise, that would, or could, obligate or subject the Company to sanction by the FCC. This includes appearances by candidates as guests on the Programmer's programming. The Company shall have the right to pre-empt any programming or advertising on the Station to accommodate political broadcasts. At the Company's sole option, the Programmer will receive a pro-rated credit commensurate with the political rate received by Company for time used or will be paid the rate received by the Company for such political time, regardless of the cost of the time to the Programmer.

9. Sublease of Time. The Programmer may assign or sublease any time under this Agreement without the Company's prior written consent which shall not be unreasonably withheld; provided, however, that the Programmer may sublease time to sublessees for the broadcast of a program or programs that compliment the format of the Programmer's programming (each, a "Sublessee") without the Company's prior written consent on the following conditions:

(a) during the term of such sublease, Sublessee shall be liable for any and all of the Programmer's obligations under and as set forth in this Agreement with respect to the time subleased by Sublessee; and

(b) the Programmer shall continue to remain liable for (a) the payment of any and all amounts payable under this Agreement, and (b) the full and prompt performance of all of the obligations of the Programmer under and as set forth in this Agreement..

10. Programmer's Representations, Warranties and Covenants. Programmer represents, warrants and covenants to the Company that:

(a) Generally. Any broadcast materials and talent, including commercial material, which the Programmer furnishes shall be subject to prior approval of the Company. Failure of the Programmer to furnish acceptable commercial material shall not relieve the Programmer of its obligation to make payment as provided herein.

(b) Programming Restrictions. The Programmer will take care to observe and exercise reasonable diligence to comply with the regulations and restrictions contained herein regarding the preparation, writing, recording and broadcasting of its programs under this Agreement.

(i) There shall be no:

- Statements of intolerance or disrespect toward any group or person based on race, ethnicity, religion, religious creed, sect or beliefs, gender or sexual orientation. The subject of religion and references to particular faiths, tenets and customs will be treated with respect at all times, and programs may not be used as a medium for attack on any faith, denomination or sect or upon any individual organization.
- False or unwarranted claims, unauthorized testimonials or testimonials which cannot be authenticated for any product or service.
- Advertising, promotion or conducting of lottery, gaming or drawing contests.
- Appeals for funds.
- Invasion of privacy.
- Unfair treatment of the public.
- References to individuals who have not given their permission to be referred to in programming unless such individuals are public figures.

*B M*

- Slanderous, defamatory, obscene, profane, vulgar, repulsive, offensive or repellantly descriptive material, either in theme or in treatment.
- Material not considered acceptable in social groups, including, without limitation, any descriptions of internal body functions or symptomatic results of internal disturbances, and any reference to matters, which are not, considered acceptable topics in social groups. Nor is programming permitted which, in the Station's opinion, would be injurious or prejudicial to the interests of the public, or the Stations, or honest advertising or reputable business in general.
- Infringements of another person or entity's rights through plagiarism or unfair imitation of either program idea or copy or any other unfair competition.
- Any price mentions except as permitted by the Station's policies current at the time.
- Any advertising matter or announcements that may, in the sole judgment of the Company, be injurious or prejudicial to the interests of the public, or to the Company, its subsidiaries, affiliates, employees or agents.

(ii) No Foreign Government Programming. The Programmer agrees that none of the programs it provides to the Stations for broadcast will be produced by foreign governments or be subject to any of the federal laws or regulations governing the broadcast of propaganda.

(iii) Reference to Persons. No discussion of the honesty, integrity or like personal qualities of any person or group of persons will take place.

(c) FCC Compliance. All of the programming, advertising and promotional material the Programmer broadcasts on the Stations shall be in accordance with the rules, regulations and policies of the FCC and the reasonable standards established by the Company. The Programmer shall comply with the FCC's rules, which include, without limitation, compliance with the FCC's rules regarding station's identification, payola/plugola, sponsorship identification, local public inspection file, telephone broadcasts, indecency, obscenity and defamation, lottery, gaming and gambling advertising, contests, hoaxes and the Emergency Alert System.

(d) Theft, Loss or Damage to Property. The Programmer shall be liable for any and all damage to, and theft or loss of, all property and/or equipment belonging to the Company or any third party, occurring during the Programmer's use of the facilities and/or equipment. The Programmer shall be liable for any damages or loss whatsoever resulting from or caused by the Programmer, Programmer's employees, associates and visitors.

(e) Correspondence. The Programmer shall promptly forward to the Company any mail that it may receive from any agency of government or any correspondence from members of the public or other information it may receive relating to the Stations or to any of the Programmer's programming broadcast on the Stations.

(f) Qualification. The Programmer represents and warrants that it is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligations of the Programmer.

11. Indemnification.

\$ M

(a) By Programmer. To the full extent permitted by law, the Programmer shall indemnify and hold harmless the Company, its subsidiaries, affiliates, representatives, employees, agents and assigns from any and all claims, losses, costs, liabilities, damages and expenses of every kind ("Claims"), resulting from and against any and all claims, complaints, losses, costs, liabilities, damages demands, debts, obligations, charges and expenses of any kind which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of the Programmer for broadcast on the Stations. Any approval by the Company of any and all material for broadcast on the Programmer's program shall not affect or diminish the Programmer's indemnity obligation to the Company under this Agreement. This indemnification obligation includes, without limitation, the costs of investigating and defending against claims or complaints, whether formal or informal against the Programmer or its officers, directors, employees, partners, contractors, guests, advertisers, callers and any other persons whose voice or other content is contained in the Programmer's broadcasts. The Programmer's indemnification costs under this section include, without limitation, attorneys' fees and disbursements, translation costs, court costs, fines, penalties, settlement costs, including time provided on the Stations to settle a claim, and any other reasonably related costs. In its sole discretion, the Company may request that the Programmer submit a \$1,000 indemnification deposit to cover initial investigation or litigation costs

(b) Procedure. The Company may participate, at the Programmer's expense, in any proceedings or negotiations related to such defense or settlement with its own counsel and/or representatives and, in its sole discretion, in a manner consistent with its interests. The Programmer shall not have the right, as indemnifying party, to defend or settle any such claim in a manner inconsistent with the rights and/or interests of the Company. Any settlement of such claim by the Programmer, as indemnifying party, must have the prior express written consent of the Company.

(c) Survival. The indemnification obligations of the Programmer under this Section 10 shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations as to the parties hereto and to claims of third parties.

(d) By the Company. The Company shall indemnify and hold harmless the Programmer for any and all Claims which arise out of or result from the Station's broadcast that are unrelated to the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of the Programmer for broadcast on the Stations.

## 12. Termination.

(a) Grounds. In addition to any other remedies available at law or equity, this Agreement may be terminated as set forth in this Section 11. The Company cannot terminate this Agreement in the event that (i) the Company transfers, sells or assigns the Station(s) to a third party.

(i) if this Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review.

(ii) if the other party is in breach of its obligations hereunder and has failed to cure a monetary breach within three (3) days, or a non-monetary breach within ten (10) days, of written notice from the non-breaching party. In the event of a non-curable breach, this

\$ ✓

Agreement may be terminated immediately upon written notice to the Programmer. It is expressly understood by the Programmer that the phrase "non-curable breach" as used in the immediately preceding sentence shall include, without limitation, any material violation of this Agreement. Additionally, the Company may suspend the broadcast rights of the Programmer for a time period of its choosing if it has reason to believe that a violation of this Agreement has occurred, and establish the terms of the suspension.

(iii) upon the mutual consent of both parties.

(iv) if the other party shall make a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, 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 within sixty (60) days thereof.

(v) upon a change in FCC rules, policies or case law precedent that would cause this Agreement or any provision thereof to be in violation thereof and such change is not the subject of an appeal or further administrative review.

(b) Effects of Termination. Upon termination of this Agreement according to the provisions of this Section 11, the consideration provided for hereunder shall be prorated to the effective termination date of this Agreement. The Company shall cooperate reasonably with the Programmer to the extent permitted to enable Programmer to fulfill advertising or other programming contracts then outstanding, in which event the Company shall receive as compensation for the carriage of such programming that which otherwise would have been paid to Programmer hereunder.

13. Use of Station Call Signs, Call Letters and Identification

(a) Station's Designations. Subject to the limitations herein, the Company grants to Programmer the right to use the call signs, call letters and frequencies associated with the Stations (the "Station Designations") in order to identify the Stations. Programmer recognizes that the Station's Designations and other marks and logos used in connection with the Stations are service marks owned by the Company and acknowledges that all use of those designations inures to the exclusive benefit of the Company. It is agreed that nothing contained in this Agreement shall be construed as an assignment or grant to Programmer of any right, title, or interest in or to the Station's Designations, it being understood that all rights relating thereto are owned and reserved by the Company, except for Programmer's right to use the Station's Designations as expressly provided in this Agreement.

(b) Promotional Material and Advertising. The Company may prohibit the Programmer from using any promotional or advertising materials that mention or display the Station's Designations that the Company, in its sole discretion, deems to be contrary to the public or the Company's interest.

(c) No Registration of Station Designations. Programmer shall not attempt to register any of the Station's Designations, either alone or in combination with any other mark, anywhere in the world. Programmer may not use or register any Station's Designations, or anything confusingly similar thereto, as part of an Internet domain name. The Company's Station's Designations also may not be submitted in whole or in part to Internet search engines to

*B M*

obtain web site search placements or rankings for a web site without the Company's authorization.

14. No Release of Liability Through Termination. No termination pursuant to Section 11 above shall relieve any party of liability it would otherwise have for breach of this Agreement, including, without limitation, any action by Company for the collection from the Programmer of any unpaid balances due hereunder.

15. Notices. All necessary notices, demands and requests permitted or required under this Agreement shall be in writing and shall be deemed given three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company:            BizRadio Houston, LLC  
   3050 Post Oak Blvd.  
   Suite 1680  
   Houston, TX 77056

with a required copy to:

If to the Programmer:        Asia Vision  
   Attention: Najmi Kamal  
   6161 Savoy Drive, #1140  
   Houston, TX 77036

or such other persons or addresses as either party may hereafter specify in writing to the other.

16. Construction. This Agreement shall be construed in accordance with the laws of the State of Indiana, and the obligations of the parties hereto are subject to all federal, state and local laws and regulations now or hereafter in force and to the rules, regulations and policies of the FCC and all other government entities or authorities presently or hereafter to be constituted.

17. 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.

18. Counterpart Signature. 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.

19. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter contained herein, and no change, modification or discharge of any or all of its terms and provisions shall be effective unless made in writing and signed by both parties. The failure of the Company to enforce any of the provisions herein listed with respect to a breach thereof in any one instance (or several such instances) shall not be construed as a general relinquishment or waiver under this Agreement, and the same shall nevertheless remain in full force and effect.

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





21. Assignment. The Programmer may not assign this Agreement without prior written approval of the Company in its sole discretion.


22. Confidentiality. The terms of this Agreement, as well as any amendments hereto or renewals hereof, shall remain confidential and privileged between the two parties hereto and the Programmer shall not disclose said terms to any other person or entity.

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

Company

BIZRADIO TEXAS, LLC

By:

 CEO.

Name:

Ronald Christie

Title:

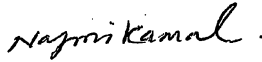
CEO

11/25/09

Programmer

ASIA VISION, INC.

By:



Name:

NAJMI SIDDIQI

Title:

PRESIDENT

11/25/09

