

EXHIBIT B

PROMISSORY NOTE

\$71,549.24

Houston, Texas

July 21, 2009

The undersigned, **Biz Radio Network, L.P.**, a Texas Limited Partnership, whose address for the purposes of this Note is 3050 Post Oak Blvd., Suite 1680, Houston, Texas 77056, (hereinafter called "**Maker**"), for value received, without grace, in the manner, on the dates and in the amounts herein stipulated, promise to pay **Wallace Bajjali Development Partners, LP**, a Texas Limited Partnership, as Agent for **National Financial Services, LLC f/b/o Raymond L. Warner IRA #636-703192**, (hereinafter called "**Payee**") whose address for purposes of this Note is 3050 Post Oak Blvd., Suite 1690, Houston, TX 77056, or at such other place as the holder of this Note may hereafter designate, the sum of **SEVENTY-ONE THOUSAND FIVE HUNDRED FORTY-NINE AND 24/100 DOLLARS (\$71,549.24)**, in lawful money of the United States of America, at the interest rate herein specified.

The unpaid principal balance from time to time outstanding hereunder shall bear interest from and after the date hereof until maturity at a fixed rate per annum equal to eleven percent (11%).

Interest on this Note shall be computed on the basis of a 365-day (or 366-day, as the case may be) year for the actual number of days elapsed.

This Note shall be due and payable as follows:

Interest only, accruing and to accrue on this Note, shall be due and payable quarter-annually as it accrues on the 30th day of December, March, June and September of each year, beginning December, 2009, and continuing regularly thereafter until **July 21, 2013**, which is forty eight (48) months from the date of execution, when the entire amount, principal and interest then remaining unpaid, shall be due and payable. Borrower has the option but not the obligation to make payments equal to twenty-five percent (25%) of the principal amount on an annual basis without any pre-payment penalty.

Interest on this Note will be calculated on the unpaid principal balance to date of each installment paid and the payment made credited first to the discharge of interest accrued and the balance, if any, to the reduction of principal. All unpaid principal, plus all accrued interest thereon shall be due and payable upon the occurrence of an Event of Default (as hereinafter defined) (the "Acceleration Date"). Any partial payment shall be applied first to accrued but unpaid interest, and the remainder to outstanding principal.

All past due principal and interest on this Note shall bear interest from the maturity date thereof until the date of payment at the Maximum Rate. The term "**Maximum Rate**" shall mean the maximum nonusurious rate of interest allowed to be charged by Payees to

Maker by applicable law, as such applicable law or rate of interest is in effect from time to time.

Maker reserves the right of prepaying the principal of this Note, in full or in part, at any time without the payment of any prepayment premium or fee. Interest accrued but unpaid with respect to any amount prepaid shall be due and payable on the date of such prepayment. Payee or any other holder hereof may, at its option, apply any regularly scheduled payments or prepayments received by it hereunder to the payment of accrued but unpaid interest and/or principal, in any order, manner or proportion which it deems appropriate.

It is expressly agreed and understood that time is of the essence concerning this Note, and that (i) if default shall be made in any payment of principal or interest on this Note within five (5) business days of the said date payment is due and payable; or (ii) if there is a default in any of the terms, covenants, agreements, conditions or provisions set forth in any agreement, instrument or document executed in connection with this Note and Maker fails to cure such breach within thirty (30) days following receipt of Payee's written notice thereof; or (iii) should either Maker, surety, accommodation party or other person become insolvent or commit an act of bankruptcy or make an assignment for the benefit of creditors or authorize the filing of a voluntary petition in bankruptcy, or should a receiver of any of the property of Maker be appointed; or (iv) should involuntary bankruptcy proceedings be filed or threatened against either Maker or any other liable party; then in any such event the holder hereof, at its option, may declare the entirety of this Note, together with all accrued but unpaid interest hereon and/or thereon, immediately due and payable, without notice, protest, demand, presentment, notice of intent to accelerate or notice of acceleration, all of which are hereby expressly and specifically waived by Maker and all other liable parties, and failure to exercise said option shall not constitute a waiver on the part of the holder hereof of the right to exercise said option at any other time.

If this Note is not paid at maturity, however such maturity may be brought about, and said Note is placed in the hands of an attorney for collection or if collection by suit or through the probate court, bankruptcy court, or by any other legal or judicial proceeding is sought, Maker agrees to pay all expenses incurred, including reasonable attorneys' fees, all of which shall become a part of the principal hereof.

Maker and each and all other liable parties, expressly and specifically, waive grace, presentment and demand for payment, notice of intent to accelerate and notice of acceleration, notice of dishonor, protest and notice of protest, and notice of nonpayment, and any and all other notices, the filing of suit and diligence in collecting this Note or enforcing any of the security herefor, and severally agree to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice thereof to any of them.

The invalidity, or unenforceability in particular circumstances, of any provision of this Note shall not extend beyond such provision or such circumstances and no other provision of this Note shall be affected thereby.

This Note has been executed and delivered in Harris County, Texas and Maker and each other liable party irrevocably agrees that any legal proceedings concerning or arising in connection with the indebtedness evidenced by this Note shall be brought in the district courts of Harris County, Texas or the United States District Court for the Southern District of Texas, Houston Division, and each of them jointly and severally waive the right to sue or to be sued elsewhere. This Note shall be governed by and construed in accordance with the laws of the State of Texas (except for Tex. Rev. Civ. Stat. Ann. art. 5069, Ch. 15, which regulates certain revolving credit loan accounts and revolving tri-party accounts) and the applicable laws of the United States of America. Unless changed in accordance with law, the applicable Maximum Rate under Texas law shall be the indicated (weekly) rate ceiling from time to time in effect as provided in Tex. Rev. Civ. Stat. Ann. art. 5069-1.04, as amended.

MAKER:

Biz Radio Network, LP, a Texas Limited Partnership

By: Albert F. Katera
Name: ALBERT F. KATERA
Title: GENERAL PARTNER

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "*Agreement*"), is entered into as of this 21st day of July, 2009, by and between Biz Radio Network, LP, a Texas Limited Partnership, (the "*Borrower*"), and Wallace Bajjali Development Partners, LP, a Texas Limited Partnership, as Agent for National Financial Services, LLC f/b/o Raymond L. Warner IRA #636-703192, (in such capacity, the "*Secured Party*"),

WITNESSETH:

WHEREAS, the Borrower intends to borrow seventy-one thousand five hundred forty-nine and 24/100 dollars from the Secured Party and to issue to the Secured Party that certain Senior Secured Promissory Note evidencing Borrower's obligations with respect to such loan (the "*Promissory Note*");

WHEREAS, as a condition precedent to the making of such loan, the Borrower is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing and to secure the payment and performance of, among other things, the obligations of Borrower arising under the Promissory Note (the "*Obligations*") and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Secured Party as follows:

1. Definitions. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Promissory Note.

2. Grant of Security Interest. The Borrower hereby grants and assigns to the Secured Party a continuing security interest in and security title to (hereinafter referred to as the "*Security Interest*") the following assets;

(a) all of its tangible property whether now owned or hereafter created, acquired or reacquired, including, without limitation, the Borrower's right, title and interest in and to all machinery and equipment and supplies (installed and uninstalled) including, without limitation, motor vehicles and all accretions and accessions thereto and expressly including, without limitation of the foregoing, towers, antennas and equipment located at broadcasting and tower facilities; any distribution systems and all components thereof; including but not limited to hardware, cables, fiber optic cables, switches, CODECs, computer equipment, amplifiers and associated devices; and any other equipment used in connection with the Borrower's business or otherwise owned by the Borrower (collectively, the "*Equipment*"); and

(b) all furniture and fixtures in which the Borrower has an interest (collectively, the "*Furniture and Fixtures*"); and

(c) all products and proceeds of any of the above, and all proceeds of any loss of, damage to or destruction of any of the above, whether insured or not insured, and all other proceeds of any sale, lease or other disposition of any property or interest therein referred to

above, together with all proceeds of, or payments under, or in respect of any policies of insurance covering any or all of the above, indemnity or warranty payments with respect to any of the above, the proceeds of any award in condemnation with respect to any of the property covered above, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds (collectively, the "*Proceeds*").

The Equipment, Furniture and Fixtures, and Proceeds thereof, as described above, are hereinafter collectively referred to as the "*Collateral*."

This Agreement and the Security Interest secure payment of the Obligations (the "*Secured Obligations*").

3. Further Assurances. The Borrower hereby authorizes the Secured Party to file such financing statements and such other documents as the Secured Party may deem necessary or reasonably desirable to protect or perfect the interest of the Secured Party in the Collateral, and the Borrower further irrevocably appoints Secured Party, as the Borrower's attorney-in-fact, with power of attorney to execute on behalf of the Borrower such Uniform Commercial Code financing statement amendment forms as the Secured Party may from time to time deem necessary or desirable to protect or perfect such interest. Such power of attorney is coupled with an interest and shall be irrevocable for so long as any of the Secured Obligations remains unpaid or unperformed. In addition, the Borrower agrees to make, execute, deliver or cause to be done, executed and delivered, from time to time, all such further acts, documents and things as the Secured Party may reasonably require for the purpose of perfecting or protecting its rights hereunder or otherwise giving effect to this Agreement, all immediately upon request therefor. The Borrower shall take or cause to be performed such acts and actions as shall be necessary or appropriate to assure that the Security Interest upon the Collateral shall not become subordinate or junior to the security interests, liens or claims of any other person or entity.

4. Representations and Warranties. The Borrower represents and warrants to the Secured Party that:

(a) the execution of this Agreement and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of; or constitute a default under its certificate of formation or articles of organization, as presently in effect, or any material applicable law with respect to the Borrower, or result in the termination or cancellation of or any default under any material indenture, mortgage, deed of trust, deed to secure debt or other agreement or instrument to which the Borrower is a party or by which any of the Borrower's property is bound or affected;

(b) the Borrower has taken all necessary legal action to authorize the execution and delivery of this Agreement, and this Agreement, when executed and delivered, will be the valid and binding obligation of the Borrower enforceable in accordance with its terms, subject to the limitations on enforceability under bankruptcy, reorganization, insolvency and similar laws affecting creditors rights generally and limitations on the availability of the remedy of specific performance imposed by the application of general equity principles;

(c) the Security Interest in the Collateral granted to the Secured Party hereunder shall constitute, upon the completion of all necessary filings or notices in proper public offices or the taking of any necessary possessions or similar acts, a perfected first priority security interest in the Collateral, to the extent that a first priority security interest can be granted by such a filing and the terms and conditions of this Agreement.

5. Priority of Security Interest. The Borrower further represents and warrants that the Security Interest in the Collateral granted to the Secured Party hereunder shall constitute at all times a valid and perfected first priority security interest vested in the Secured Party in and upon the Collateral (to the extent a security interest therein is governed by the Uniform Commercial Code), which Security Interest shall be perfected (as to Collateral for which an appropriate method of perfection is the filing of UCC financing statements) upon the due filing of UCC financing statements and continuation statements as required by the Uniform Commercial Code. The Borrower shall take or cause to be performed such acts and actions as shall be necessary or appropriate to assure that the Security Interest upon the Collateral shall not become subordinate or junior to the security interests, liens or claims of any other person or entity. Although the Borrower shall have no obligation to file UCC continuation statements, it shall, to the extent required by applicable law, execute any such continuation statements and pay all costs associated with the filing thereof.

6. Location of Collateral. The Borrower represents and warrants that its chief executive office and the location of all of its Collateral and all of its records concerning the Collateral are within the State of Texas. The Borrower agrees that it shall immediately advise the Secured Party, in writing making reference to this Section of this Agreement, of the opening of any new place of business in another state or any change in the location of the place where it keeps the Collateral to another state. The Borrower hereby covenants and agrees that it shall not change its name unless written notice thereof is given to the Secured Party at least thirty (30) days prior to the effective date of such name change.

7. Collateral Not Fixtures. The parties intend that the Collateral shall remain personal property irrespective of the manner of its attachment or affixation to realty.

8. Risk of Loss, Sale of Collateral. Any and all injury to, or loss or destruction of, the Collateral shall be at the risk of the Borrower, and shall not release the Borrower from its obligations hereunder. Except as the Secured Party may consent, such consent not to be unreasonably withheld, the Borrower agrees not to sell, transfer, assign, dispose of, mortgage, grant a security interest in, or encumber any of the Collateral in any manner. The Borrower agrees to maintain in force with reputable insurers reasonably acceptable to the Secured Party such insurance with respect to the Collateral as the Secured Party may reasonably require. Each such insurance policy shall name the Secured Party as additional named loss payee to the extent of the Borrower's obligations hereunder and shall provide for at least thirty (30) days' prior written notice to the Secured Party of any default under, expiration of, termination of or proposed cancellation of such policy. The Borrower agrees that the Secured Party may, but shall in no event be obligated to, insure any of the Collateral in such form and amount as the Secured Party reasonably may deem necessary or desirable if the Borrower fails to obtain such insurance and that the Secured Party may, if the Borrower fails to do so, pay or discharge any taxes, liens,

or encumbrances on any of the Collateral, and the Borrower agrees to pay upon demand any such sum so expended by the Secured Party with interest at the highest rate provided for in the Promissory Note, and such sums and interest shall be deemed to be a part of the Secured Obligations secured by the Collateral under the terms of this Agreement.

9. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have such rights and remedies as are set forth in the Promissory Note and herein, all the rights, powers and privileges of a secured party under the UCC of the State of Texas or any other applicable jurisdiction, and all other rights and remedies available to the Secured Party, at law or in equity. The Borrower covenants and agrees that any notification of intended disposition of any Collateral, if such notice is required by law, shall be deemed reasonably and properly given if given in the manner provided for in paragraph 16 hereof at least ten (10) Business Days prior to such disposition. The Secured Party shall have, to the extent permitted under applicable law, the right to the appointment of a receiver for the properties and assets of the Borrower, and the Borrower hereby consents to such rights and such appointment and hereby waives any objection the Borrower may have thereto or the right to have a bond or other security posted by the Secured Party in connection therewith. The rights of the Secured Party shall be subject to its prior compliance with the Communications Act, FCC rules and policies promulgated thereunder and state laws and regulations, to the extent applicable to the exercise of such rights, including the requirement to provide ten (10) days prior written notice to the Borrower and the FCC before foreclosing on any Collateral constituting Equipment.

(b) The Borrower hereby acknowledges that the Secured Obligations arose out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing, the Secured Party shall have the right to an immediate writ of possession without notice of a hearing, and hereby knowingly and intelligently waives any and all rights it may have to any notice and posting of a bond by the Secured Party prior to seizure by the Secured Party, or any of its transferees, assigns or successors in interest, of the Collateral or any portion thereof.

10. Secured Party Attorney-in-Fact. The Borrower hereby further appoints the Secured Party as its attorney-in-fact, effective upon the occurrence and during the continuance of an Event of Default, with power of substitution, and with authority to receive, open and dispose of in an appropriate manner all mail addressed to the Borrower, and to notify the postal authorities to change the address for delivery of mail addressed to the Borrower to such address as the Secured Party may designate, to endorse the name of the Borrower on any note, acceptance, check, draft, money order or other evidence of debt or of payment which may come into the possession of the Secured Party, and generally to do such other things and acts in the name of the Borrower as are necessary or appropriate to protect or enforce the rights hereunder of the Secured Party. After deducting all reasonable expenses and charges (including reasonable attorneys' fees) of retaking, keeping, storing and selling the Collateral, the Secured Party shall apply the proceeds in payment of any of the Secured Obligations in such order of application as is set forth in Section 22 hereof, and, if a deficiency results after such application, the Borrower covenants and agrees to pay such deficiency to the Secured Party. The power of attorney granted

herein is coupled with an interest and shall be irrevocable for so long as any of the Secured Obligations remains unpaid or unperformed.

11. Indemnity and Expenses.

(a) The Borrower agrees to indemnify the Secured Party from and against any and all reasonable claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result from the gross negligence or willful misconduct of the Secured Party.

(b) The Borrower will, upon demand, pay to the Secured Party the amount of any and all reasonable and documented expenses, including the disbursements and reasonable fees of the Secured Party's counsel and of any experts, consultants and agents, which the Secured Party may incur in connection with (i) the administration of this Agreement; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral; (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder; or (iv) the failure by the Borrower to perform or observe any of the provisions hereof and the Borrower's obligation to pay such amounts shall be deemed to be a part of the Secured Obligations secured hereunder.

12. Rights Cumulative. The Borrower agrees that the rights of the Secured Party under this Agreement, the Promissory Note, any document executed in connection therewith, or any other contract or agreement now or hereafter in existence among the Secured Party and the Borrower shall be cumulative, and that the Secured Party may from time to time exercise such rights and such remedies as the Secured Party may have thereunder and under the laws of the United States and any state, as applicable, in the manner and at the time that the Secured Party in its sole discretion desires. The Borrower further expressly agrees that the Secured Party shall not in any event be under any obligation to resort to any Collateral prior to exercising any other rights that the Secured Party may have against the Borrower or its property, or to resort to any other collateral for the Secured Obligations prior to the exercise of remedies hereunder.

13. Remedies Not Exclusive. No transfer or renewal, extension, assignment or termination of this Agreement or of the Promissory Note or any other instrument or document executed and delivered by the Borrower to the Secured Party, nor the taking of further security, nor the retaking or re-delivery of the Collateral to the Borrower by the Secured Party, nor any other act of the Secured Party, shall release the Borrower from any obligation, except a release or discharge executed in writing by the Secured Party with respect to such obligation or payment of such obligation or upon full payment to the Secured Party's and satisfaction of all the Secured Obligations. Secured Party shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by the Secured Party and then only to the extent therein set forth. A waiver by the Secured Party of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which the Secured Party would otherwise have had on any other occasion.

14. Assignment. The Borrower agrees that this Agreement and rights of the Secured Party hereunder may in the discretion of the Secured Party be assigned in whole or in part by the

Secured Party in connection with any permitted assignment of the Promissory Note or the indebtedness evidenced thereby. The Borrower agrees that if this Agreement shall be properly assigned, the rights of any and all assignees shall be independent of any claims the Borrower may have against the assignor or assignors. In the event this Agreement is so assigned by the Secured Party, the term "Secured Party" wherever used herein shall be deemed to refer to and include any such assignee, as appropriate.

15. Successors and Assigns. This Agreement shall apply to and bind the respective successors and permitted assigns of the Borrower and inure to the benefit of the respective successors and assigns of the Secured Party.

16. Notices. All notices, requests, demands, waivers, consents and other communications required or permitted hereunder shall be in writing and be deemed to have been duly given when delivered in person (against receipt) to the party to be notified at the address set out below or sent by registered or certified mail, or by express mail or courier, postage prepaid, return receipt requested, or by facsimile machine or other electronic delivery, addressed to the party to be notified, as follows:

If to Secured Party:

Wallace Bajjali Development Partners, LP,
As Agent for **Raymond L. Warner IRA #636-703192**
3050 Post Oak Blvd., Suite 1690
Houston, TX 77056

If to Borrower:

Biz Radio Network, LP
3050 Post Oak Blvd., Suite 1680
Houston, TX 77056

17. Governing Law. The provisions of this Agreement shall be construed and interpreted, and all rights and obligations of the parties hereto determined, in accordance with the laws of the State of Texas. This Agreement, together with all documents referred to herein, constitutes the entire Agreement among the Borrower and the Secured Party with respect to the matters addressed herein, and may not be modified except by a writing executed by the Secured Party and delivered by the Secured Party to the Borrower.

18. Severability. If any paragraph or part thereof shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such paragraph or part thereof so adjudicated invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall remain in full force and effect and shall not be affected by such holding or adjudication.

19. FCC Consent. Notwithstanding anything herein which may be construed to the contrary, no action shall be taken by the Secured Party with respect to the Membership Interest unless and until all requirements of applicable law, including, without limitation, any state law, or any required approval under the Communications Act, and any applicable rules and regulations thereunder, requiring the consent to or approval of such action by the Federal Communications Commission ("*FCC*") or any governmental or other authority, have been satisfied. Notwithstanding anything herein which may be construed to the contrary, (a) voting rights in the Membership Interest shall remain with the Borrower following an Event of Default until such time as all required approvals of the FCC to the transfer of such voting rights have been obtained, (b) following an Event of Default and foreclosure by the Secured Party, there shall be either a private or public sale of the Membership Interest, and (c) prior to the exercise of voting rights by the purchaser at such sale, the prior consent of the FCC will be obtained. The Borrower covenants that upon request of the Secured Party after and during the continuance of an Event of Default it will cause to be filed such applications and take such other action as may be requested by the Secured Party to obtain consent or approval of the FCC to any action contemplated by this Agreement and to give effect to the Security Interest of the Secured Party, including, without limitation, the execution of an application for consent by the FCC to a change in ownership or control pursuant to the provisions of the Communications Act. To the extent permitted by applicable law, the Secured Party is hereby irrevocably appointed the true and lawful attorney-in-fact of the Borrower, in its name and stead, to execute and file, upon the occurrence and during the continuance of an Event of Default after ten (10) business days prior notice to Borrower, all necessary applications with the FCC and with any governmental or other authority. The power of attorney granted herein is coupled with an interest and shall be irrevocable for so long as any of the Secured Obligations remains unpaid or unperformed.

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

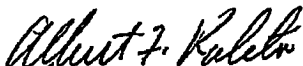
21. Release of Security Interest. Upon the payment in full of the Secured Obligations, the liens granted hereunder shall automatically cease to be effective and the Secured Party shall promptly take any actions reasonably necessary to permanently terminate and release the security interest in the Collateral granted to the Secured Party hereunder and any financing statements filed in connection herewith, and to cause the Collateral and any instrument of transfer previously delivered to the Secured Party to be delivered to the Borrower, all at the cost and expense of the Borrower.

22. Distribution of Proceeds. The priorities of the Secured Obligations to the Collateral, and the rights of the Secured Party with respect thereto shall, except as set forth in this paragraph be equal and shall share and be equal in all priorities and rights with each other. The proceeds of the Collateral from any foreclosure, sale, liquidation, or other disposition of, or realization upon, the Collateral shall be applied first to the Obligations. Any remaining proceeds shall be paid over to the Borrower or others as provided by law.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands by and through their duly authorized representatives.

BORROWER:

Biz Radio Network, LP, a Texas Limited Partnership

By: 
Name: ROBERT F. KISER
Title: GENERAL PARTNER

SECURED PARTY:

Wallace Bajjali Development Partners, a Texas Limited Partnership, as Agent for Raymond L. Warner IRA #636-703192

By: 
David G. Wallace
Chief Executive Officer

JUNIOR SECURED PROMISSORY NOTE

\$29,799.78

July 21, 2009

FOR VALUE RECEIVED, **Biz Radio Network, LP**, a Texas Limited Partnership (the "Borrower"), promises to pay to the order of **Wallace Bajjali Development Partners, LP**, a Texas Limited Partnership, as Agent for **Raymond L. Warner IRA #636-703192** (hereinafter called the "Payee"), payable at the Payee's offices at 3050 Post Oak Blvd., Suite 1690, Houston, TX 77056, or such other place as may be designated in writing to the Borrower from Payee, or any subsequent holder (the "Holder") of this promissory note ("Note"), the principal sum of **TWENTY-NINE THOUSAND SEVEN HUNDRED NINETY-NINE AND 78/100 DOLLARS (\$29,799.78)**, plus interest as hereinafter provided, in lawful money of the United States of America as hereinafter set forth.

This Note is issued in connection with that certain Security Agreement, dated as of July 21, 2009, by and among the Borrower, and Wallace Bajjali Development Partners, LP, as Agent for Raymond L. Warner IRA #636-703192 ("Secured Party").

This Note shall be due and payable as follows:

1. Payment/Acceleration Date. The principal amount, plus all interest accrued thereon, shall be due and payable in full on **January 21, 2011**. All unpaid principal, plus all accrued interest thereon shall be due and payable upon the occurrence of an Event of Default (as hereinafter defined) (the "Acceleration Date"). Any partial payment shall be applied first to accrued but unpaid interest, and the remainder to outstanding principal.

2. Interest. Interest shall accrue at a rate of twelve percent (12%) per annum from and including the date of issuance of this Note until the payment in full of the principal amount of this Note. Interest shall be calculated on the basis of a 365-day year comprised of twelve thirty-day months, and charged for the actual number of days elapsed.

3. Event of Default. Each of the following shall constitute an event of default ("Event of Default") hereunder:

(a) If the Borrower fails to make any payment of principal under this Note within five (5) business days of the date said payment is due and payable;

(b) If the Borrower breaches any warranty, representation, covenant, agreement or obligation contained in the Security Agreement dated of even date herewith, executed by the Borrower in favor of Payee to secure the Borrower's obligations under this Note (the "Security Agreement") and fails to cure such breach within thirty (30) days following receipt of Payee's written notice thereof;

(c) If any default occurs with respect to any other obligation of the Borrower incurred in connection with any indebtedness if the effect of such failure is to accelerate the maturity of such indebtedness.

Upon the occurrence of any such Event of Default, all sums owing under this Note shall be and become immediately due and payable without presentment, demand, protest or other notice of any kind (all of which are hereby waived by the Borrower).

4. Junior Indebtedness; Security. The principal amount, plus all interest accrued thereon, shall be junior in right of payment and security to the indebtedness owed by the Borrower to any other senior creditor or lender, and shall be pari passu in right of payment and security to any other indebtedness of the Borrower for money borrowed that is stated to be junior indebtedness. This Note is secured by the Collateral (as defined in the Security Agreement) and the Guaranty, and shall have the priorities referenced in the Security Agreement.

5. Waiver; Cumulative Remedies; Exercise of Rights. The Borrower hereby waives presentment, demand for payment, protest, notice of protest, notice of nonpayment and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note. The Borrower hereby waives any defenses based upon, and specifically assents to, any and all extensions and postponements of the time of payment and all other indulgences or forbearances which may be granted by Payee or any subsequent Holder.

The rights remedies, powers and privileges under this Note are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

No delay or omission on the part of Payee or any subsequent Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right of Payee or any subsequent Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any other occasion. No single or partial exercise by Payee or any subsequent Holder of any power hereunder shall preclude any other or future exercise thereof or the exercise of any other power.

6. Costs of Collection. The Borrower agrees to pay on demand all reasonable costs, including attorney's fees, incurred by Payee or any subsequent Holder, in collection of or enforcing payment of this Note in accordance with its terms.

7. Prepayment. This Note may be prepaid by the Borrower, in whole or in part, at any time without premium or penalty.

8. Amendment. No provision of this Note shall be modified except by a written instrument executed by the Borrower and by Payee or any subsequent Holder expressly referring to this Note and to the provision(s) modified.

9. Assignment. This Note shall be binding upon and inure to the parties hereto and their respective successors and assigns. The Borrower shall not assign its rights or obligations under this Note or any part thereof, nor shall the Borrower delegate any of its rights or obligations hereunder without the prior written consent of the Payee or any subsequent Holder and any assignment made without such consent shall be void.

10. GOVERNING LAW; CONSENT TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF. THE BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) CONSENTS TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS FOR ANY PROCEEDING ARISING IN CONNECTION WITH THIS NOTE (AND THE BORROWER AGREES NOT TO COMMENCE ANY SUCH PROCEEDING, EXCEPT IN SUCH COURTS), (II) WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING IN THE COURTS OF THE STATE OF TEXAS, AND (III) WAIVES, AND AGREES NOT TO PLEAD OR TO MAKE ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY COURT OF THE STATE OF TEXAS HAS BEEN BROUGHT IN AN IMPROPER OR OTHERWISE INCONVENIENT FORUM. THE BORROWER, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN ANY SUIT FILED BY PAYEE OR ANY SUBSEQUENT HOLDER WITH RESPECT TO COLLECTION UNDER THIS NOTE OR ANY DISPUTE RELATING HERETO.

11. Severability. If any provision of this Note is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of this Note shall nevertheless remain in full force and effect.

12. Headings. The section headings used in this Note are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Note.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Note as of the date hereinabove first written.

ATTEST:

Biz Radio Network, L.P., a Texas Limited Partnership

By: Albert F. Kalita
Name: Albert F. Kalita
Title: GENERAL PARTNER

JUNIOR SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement"), is entered into as of this 21st day of July, 2009, by and between Biz Radio Network, LP, a Texas Limited Partnership, (the "Borrower"), and Wallace Bajjali Development Partners, LP, a Texas Limited Partnership, as Agent for National Financial Services, LLC f/b/o Raymond L. Warner IRA #636-703192 (in such capacity, the "Secured Party"),

WITNESSETH:

WHEREAS, the Borrower intends to borrow \$29,799.78 from the Secured Party and to issue to the Secured Party that certain Junior Secured Promissory Note evidencing Borrower's obligations with respect to such loan (the "Promissory Note");

WHEREAS, as a condition precedent to the making of such loan, the Borrower is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing and to secure the payment and performance of, among other things, the obligations of Borrower arising under the Promissory Note (the "Obligations") and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Secured Party as follows:

1. Definitions. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Promissory Note.

2. Grant of Security Interest. The Borrower hereby grants and assigns to the Secured Party a continuing security interest (subordinate and inferior to any liens, claims or encumbrances of a senior nature) in and security title to (hereinafter referred to as the "Security Interest") the following assets;

(a) all of its tangible property whether now owned or hereafter created, acquired or reacquired, including, without limitation, the Borrower's right, title and interest in and to all machinery and equipment and supplies (installed and uninstalled) including, without limitation, motor vehicles and all accretions and accessions thereto and expressly including, without limitation of the foregoing, towers, antennas and equipment located at broadcasting and tower facilities; any distribution systems and all components thereof; including but not limited to hardware, cables, fiber optic cables, switches, CODECs, computer equipment, amplifiers and associated devices; and any other equipment used in connection with the Borrower's business or otherwise owned by the Borrower (collectively, the "Equipment"); and

(b) all furniture and fixtures in which the Borrower has an interest (collectively, the "Furniture and Fixtures"); and

(c) all products and proceeds of any of the above, and all proceeds of any loss of, damage to or destruction of any of the above, whether insured or not insured, and all other proceeds of any sale, lease or other disposition of any property or interest therein referred to

above, together with all proceeds of, or payments under, or in respect of any policies of insurance covering any or all of the above, indemnity or warranty payments with respect to any of the above, the proceeds of any award in condemnation with respect to any of the property covered above, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds (collectively, the "Proceeds").

The Equipment, Furniture and Fixtures, and Proceeds thereof, as described above, are hereinafter collectively referred to as the "Collateral."

This Agreement and the Security Interest secure payment of the Obligations (the "Secured Obligations").

3. Further Assurances. The Borrower hereby authorizes the Secured Party to file such financing statements and such other documents as the Secured Party may deem necessary or reasonably desirable to protect or perfect the interest of the Secured Party in the Collateral, and the Borrower further irrevocably appoints Secured Party, as the Borrower's attorney-in-fact, with power of attorney to execute on behalf of the Borrower such Uniform Commercial Code financing statement amendment forms as the Secured Party may from time to time deem necessary or desirable to protect or perfect such interest. Such power of attorney is coupled with an interest and shall be irrevocable for so long as any of the Secured Obligations remains unpaid or unperformed. In addition, the Borrower agrees to make, execute, deliver or cause to be done, executed and delivered, from time to time, all such further acts, documents and things as the Secured Party may reasonably require for the purpose of perfecting or protecting its rights hereunder or otherwise giving effect to this Agreement, all immediately upon request therefor. The Borrower shall take or cause to be performed such acts and actions as shall be necessary or appropriate to assure that the Security Interest upon the Collateral shall not become subordinate or junior to the security interests, liens or claims of any other person or entity.

4. Representations and Warranties. The Borrower represents and warrants to the Secured Party that:

(a) the execution of this Agreement and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of; or constitute a default under its certificate of formation or articles of organization, as presently in effect, or any material applicable law with respect to the Borrower, or result in the termination or cancellation of or any default under any material indenture, mortgage, deed of trust, deed to secure debt or other agreement or instrument to which the Borrower is a party or by which any of the Borrower's property is bound or affected;

(b) the Borrower has taken all necessary legal action to authorize the execution and delivery of this Agreement, and this Agreement, when executed and delivered, will be the valid and binding obligation of the Borrower enforceable in accordance with its terms, subject to the limitations on enforceability under bankruptcy, reorganization, insolvency and similar laws affecting creditors rights generally and limitations on the availability of the remedy of specific performance imposed by the application of general equity principles;

(c) the Security Interest in the Collateral granted to the Secured Party hereunder shall constitute, upon the completion of all necessary filings or notices in proper public offices or the taking of any necessary possessions or similar acts, a perfected first priority security interest in the Collateral, to the extent that a first priority security interest can be granted by such a filing and the terms and conditions of this Agreement.

5. Priority of Security Interest. The Borrower further represents and warrants that the Security Interest in the Collateral granted to the Secured Party hereunder shall constitute at all times a valid and perfected subordinate and inferior priority security interest vested in the Secured Party in and upon the Collateral (to the extent a security interest therein is governed by the Uniform Commercial Code), which Security Interest shall be perfected (as to Collateral for which an appropriate method of perfection is the filing of UCC financing statements) upon the due filing of UCC financing statements and continuation statements as required by the Uniform Commercial Code. The Borrower shall take or cause to be performed such acts and actions as shall be necessary or appropriate to assure that the Security Interest upon the Collateral shall not become subordinate or junior to the security interests, liens or claims of any other person or entity (other than those liens holding a senior priority interest). Although the Borrower shall have no obligation to file UCC continuation statements, it shall, to the extent required by applicable law, execute any such continuation statements and pay all costs associated with the filing thereof.

6. Location of Collateral. The Borrower represents and warrants that its chief executive office and the location of all of its Collateral and all of its records concerning the Collateral are within the State of Texas. The Borrower agrees that it shall immediately advise the Secured Party, in writing making reference to this Section of this Agreement, of the opening of any new place of business in another state or any change in the location of the place where it keeps the Collateral to another state. The Borrower hereby covenants and agrees that it shall not change its name unless written notice thereof is given to the Secured Party at least thirty (30) days prior to the effective date of such name change.

7. Collateral Not Fixtures. The parties intend that the Collateral shall remain personal property irrespective of the manner of its attachment or affixation to realty.

8. Risk of Loss, Sale of Collateral. Any and all injury to, or loss or destruction of, the Collateral shall be at the risk of the Borrower, and shall not release the Borrower from its obligations hereunder. Except as the Secured Party may consent, such consent not to be unreasonably withheld, the Borrower agrees not to sell, transfer, assign, dispose of, mortgage, grant a security interest in, or encumber any of the Collateral in any manner. The Borrower agrees to maintain in force with reputable insurers reasonably acceptable to the Secured Party such insurance with respect to the Collateral as the Secured Party may reasonably require. Each such insurance policy shall name the Secured Party as additional named loss payee to the extent of the Borrower's obligations hereunder and shall provide for at least thirty (30) days' prior written notice to the Secured Party of any default under, expiration of, termination of or proposed cancellation of such policy. The Borrower agrees that the Secured Party may, but shall in no event be obligated to, insure any of the Collateral in such form and amount as the Secured Party reasonably may deem necessary or desirable if the Borrower fails to obtain such insurance and that the Secured Party may, if the Borrower fails to do so, pay or discharge any taxes, liens,

or encumbrances on any of the Collateral, and the Borrower agrees to pay upon demand any such sum so expended by the Secured Party with interest at the highest rate provided for in the Promissory Note, and such sums and interest shall be deemed to be a part of the Secured Obligations secured by the Collateral under the terms of this Agreement.

9. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have such rights and remedies as are set forth in the Promissory Note and herein, all the rights, powers and privileges of a secured party under the UCC of the State of Texas or any other applicable jurisdiction, and all other rights and remedies available to the Secured Party, at law or in equity. The Borrower covenants and agrees that any notification of intended disposition of any Collateral, if such notice is required by law, shall be deemed reasonably and properly given if given in the manner provided for in paragraph 16 hereof at least ten (10) Business Days prior to such disposition. The Secured Party shall have, to the extent permitted under applicable law, the right to the appointment of a receiver for the properties and assets of the Borrower, and the Borrower hereby consents to such rights and such appointment and hereby waives any objection the Borrower may have thereto or the right to have a bond or other security posted by the Secured Party in connection therewith. The rights of the Secured Party shall be subject to its prior compliance with the Communications Act, FCC rules and policies promulgated thereunder and state laws and regulations, to the extent applicable to the exercise of such rights, including the requirement to provide ten (10) days prior written notice to the Borrower and the FCC before foreclosing on any Collateral constituting Equipment.

(b) The Borrower hereby acknowledges that the Secured Obligations arose out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing, the Secured Party shall have the right to an immediate writ of possession without notice of a hearing, and hereby knowingly and intelligently waives any and all rights it may have to any notice and posting of a bond by the Secured Party prior to seizure by the Secured Party, or any of its transferees, assigns or successors in interest, of the Collateral or any portion thereof.

10. Secured Party Attorney-in-Fact. The Borrower hereby further appoints the Secured Party as its attorney-in-fact, effective upon the occurrence and during the continuance of an Event of Default, with power of substitution, and with authority to receive, open and dispose of in an appropriate manner all mail addressed to the Borrower, and to notify the postal authorities to change the address for delivery of mail addressed to the Borrower to such address as the Secured Party may designate, to endorse the name of the Borrower on any note, acceptance, check, draft, money order or other evidence of debt or of payment which may come into the possession of the Secured Party, and generally to do such other things and acts in the name of the Borrower as are necessary or appropriate to protect or enforce the rights hereunder of the Secured Party. After deducting all reasonable expenses and charges (including reasonable attorneys' fees) of retaking, keeping, storing and selling the Collateral, the Secured Party shall apply the proceeds in payment of any of the Secured Obligations in such order of application as is set forth in Section 22 hereof, and, if a deficiency results after such application, the Borrower covenants and agrees to pay such deficiency to the Secured Party. The power of attorney granted

herein is coupled with an interest and shall be irrevocable for so long as any of the Secured Obligations remains unpaid or unperformed.

11. Inderminity and Expenses.

(a) The Borrower agrees to indemnify the Secured Party from and against any and all reasonable claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result from the gross negligence or willful misconduct of the Secured Party.

(b) The Borrower will, upon demand, pay to the Secured Party the amount of any and all reasonable and documented expenses, including the disbursements and reasonable fees of the Secured Party's counsel and of any experts, consultants and agents, which the Secured Party may incur in connection with (i) the administration of this Agreement; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral; (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder; or (iv) the failure by the Borrower to perform or observe any of the provisions hereof and the Borrower's obligation to pay such amounts shall be deemed to be a part of the Secured Obligations secured hereunder.

12. Rights Cumulative. The Borrower agrees that the rights of the Secured Party under this Agreement, the Promissory Note, any document executed in connection therewith, or any other contract or agreement now or hereafter in existence among the Secured Party and the Borrower shall be cumulative, and that the Secured Party may from time to time exercise such rights and such remedies as the Secured Party may have thereunder and under the laws of the United States and any state, as applicable, in the manner and at the time that the Secured Party in its sole discretion desires. The Borrower further expressly agrees that the Secured Party shall not in any event be under any obligation to resort to any Collateral prior to exercising any other rights that the Secured Party may have against the Borrower or its property, or to resort to any other collateral for the Secured Obligations prior to the exercise of remedies hereunder.

13. Remedies Not Exclusive. No transfer or renewal, extension, assignment or termination of this Agreement or of the Promissory Note or any other instrument or document executed and delivered by the Borrower to the Secured Party, nor the taking of further security, nor the retaking or re-delivery of the Collateral to the Borrower by the Secured Party, nor any other act of the Secured Party, shall release the Borrower from any obligation, except a release or discharge executed in writing by the Secured Party with respect to such obligation or payment of such obligation or upon full payment to the Secured Party's and satisfaction of all the Secured Obligations. Secured Party shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by the Secured Party and then only to the extent therein set forth. A waiver by the Secured Party of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which the Secured Party would otherwise have had on any other occasion.

14. Assignment. The Borrower agrees that this Agreement and rights of the Secured Party hereunder may in the discretion of the Secured Party be assigned in whole or in part by the

Secured Party in connection with any permitted assignment of the Promissory Note or the indebtedness evidenced thereby. The Borrower agrees that if this Agreement shall be properly assigned, the rights of any and all assignees shall be independent of any claims the Borrower may have against the assignor or assignors. In the event this Agreement is so assigned by the Secured Party, the term "Secured Party" wherever used herein shall be deemed to refer to and include any such assignee, as appropriate.

15. Successors and Assigns. This Agreement shall apply to and bind the respective successors and permitted assigns of the Borrower and inure to the benefit of the respective successors and assigns of the Secured Party.

16. Notices. All notices, requests, demands, waivers, consents and other communications required or permitted hereunder shall be in writing and be deemed to have been duly given when delivered in person (against receipt) to the party to be notified at the address set out below or sent by registered or certified mail, or by express mail or courier, postage prepaid, return receipt requested, or by facsimile machine or other electronic delivery, addressed to the party to be notified, as follows:

If to Secured Party:

Wallace Bajjali Development Partners, LP
as Agent for Raymond L. Warner IRA #636-703192
3050 Post Oak Blvd., Suite 1690
Houston, TX 77056

If to Borrower:

Biz Radio Network, LP
3050 Post Oak Blvd., Suite 1680
Houston, TX 77056

17. Governing Law. The provisions of this Agreement shall be construed and interpreted, and all rights and obligations of the parties hereto determined, in accordance with the laws of the State of Texas. This Agreement, together with all documents referred to herein, constitutes the entire Agreement among the Borrower and the Secured Party with respect to the matters addressed herein, and may not be modified except by a writing executed by the Secured Party and delivered by the Secured Party to the Borrower.

18. Severability. If any paragraph or part thereof shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such paragraph or part thereof so adjudicated invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall remain in full force and effect and shall not be affected by such holding or adjudication.

19. FCC Consent. Notwithstanding anything herein which may be construed to the contrary, no action shall be taken by the Secured Party with respect to the Membership Interest

unless and until all requirements of applicable law, including, without limitation, any state law, or any required approval under the Communications Act, and any applicable rules and regulations thereunder, requiring the consent to or approval of such action by the Federal Communications Commission ("FCC") or any governmental or other authority, have been satisfied. Notwithstanding anything herein which may be construed to the contrary, (a) voting rights in the Membership Interest shall remain with the Borrower following an Event of Default until such time as all required approvals of the FCC to the transfer of such voting rights have been obtained, (b) following an Event of Default and foreclosure by the Secured Party, there shall be either a private or public sale of the Membership Interest, and (c) prior to the exercise of voting rights by the purchaser at such sale, the prior consent of the FCC will be obtained. The Borrower covenants that upon request of the Secured Party after and during the continuance of an Event of Default it will cause to be filed such applications and take such other action as may be requested by the Secured Party to obtain consent or approval of the FCC to any action contemplated by this Agreement and to give effect to the Security Interest of the Secured Party, including, without limitation, the execution of an application for consent by the FCC to a change in ownership or control pursuant to the provisions of the Communications Act. To the extent permitted by applicable law, the Secured Party is hereby irrevocably appointed the true and lawful attorney-in-fact of the Borrower, in its name and stead, to execute and file, upon the occurrence and during the continuance of an Event of Default after ten (10) business days prior notice to Borrower, all necessary applications with the FCC and with any governmental or other authority. The power of attorney granted herein is coupled with an interest and shall be irrevocable for so long as any of the Secured Obligations remains unpaid or unperformed.

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

21. Release of Security Interest. Upon the payment in full of the Secured Obligations, the liens granted hereunder shall automatically cease to be effective and the Secured Party shall promptly take any actions reasonably necessary to permanently terminate and release the security interest in the Collateral granted to the Secured Party hereunder and any financing statements filed in connection herewith, and to cause the Collateral and any instrument of transfer previously delivered to the Secured Party to be delivered to the Borrower, all at the cost and expense of the Borrower.

22. Distribution of Proceeds. The priorities of the Secured Obligations to the Collateral, and the rights of the Secured Party with respect thereto shall, except as set forth in this paragraph be equal and shall share and be equal in all priorities and rights with each other. The proceeds of the Collateral from any foreclosure, sale, liquidation, or other disposition of, or realization upon, the Collateral shall be applied first to the Obligations. Any remaining proceeds shall be paid over to the Borrower or others as provided by law.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands by and through their duly authorized representatives.

BORROWER:

Biz Radio Network, LP, a Texas Limited Partnership

By: Albert F. Kaleta
Name: ALBERT F. KALETA
Title: GENERAL PARTNER

SECURED PARTY:

Wallace Bajjali Development Partners, LP, a Texas Limited Partnership as Agent for Raymond L. Warner IRA #636-703192

By: David G. Wallace
David G. Wallace
Chief Executive Officer