

## **REBROADCAST CONSENT AGREEMENT**

THIS REBROADCAST CONSENT AGREEMENT (this "Agreement") is made and entered into as of this 14th day of October, 2011, by and between **MBC of Texas-KGGR, Inc.**, a corporation organized and subsisting under the laws of the State of Texas ("Licensee") and **Inspiration Media of Texas, LLC**, a limited liability company organized and subsisting under the laws of the State of Texas (the "Programmer").

### **B A C K G R O U N D**

**WHEREAS**, Licensee is the Federal Communications Commission (the "FCC") licensee of FM translator radio station K273BJ, Dallas, Texas (FCC Facility ID No. 142328) (the "Station"), and has available broadcasting time on the Station;

**WHEREAS**, Programmer desires to avail itself of the broadcast time of the Station for the presentation of a programming service, including the sale of advertising time, in accordance with procedures and policies approved by the FCC, through the rebroadcast on the Station of the programming Programmer provides to radio station KTNO(AM) pursuant to a Time Brokerage Agreement with the licensee of KTNO(AM) (the "KTNO TBA");

**WHEREAS**, Licensee and Programmer have entered into an Asset Purchase Agreement ("Purchase Agreement"), of equal date hereto, pursuant to which Licensee will convey and Programmer will purchase certain assets associated with the Station.

### **A G R E E M E N T**

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

#### **1. Sale of Time**

##### ***1.1. Broadcast of Programming***

During the Term, as defined below, Licensee shall make available exclusively to Programmer broadcast time on the Station from 12:00 a.m. to 11:59 p.m. Monday through Sunday for the rebroadcast of Programmer's programs airing on KTNO(AM) (the "Programming"); provided that Licensee shall specifically reserve from such time: (a) downtime occasioned by routine maintenance consistent with prior practice; and (b) Force Majeure Events, as defined in Section 1.5 of this Agreement (such hours, subject to the reservation, being the "Rebroadcast Hours").

##### ***1.2. Term***

This Agreement shall be effective and binding between the parties as of the date first set forth above. The term for the provision of Programming by the Programmer and related performance thereto by both parties of this Agreement (the "Term") shall be for the period

commencing on November 1, 2011, or such other time as the parties mutually agree (the "Commencement Date"), and terminating on the earliest of: (a) three (3) months following the termination of the Purchase Agreement for any reason other than as a result of Programmer's default of the Purchase Agreement; (b) the Closing Date, as defined in the Purchase Agreement; (c) termination of this Agreement pursuant to Section 7; (d) termination of the KTNO TBA; or (e) eighteen (18) months after the Commencement Date.

### ***1.3. Payments***

Beginning on the Commencement Date, for each full or partial calendar month during the Term, Programmer shall pay a monthly fee (the "Monthly Fee") in the amount of One Dollar. The Monthly Fee shall be due within ten (10) business days after the close of the month.

For and during the Term hereof, Programmer shall pay Licensee an amount equal to all normal and customary out-of-pocket costs and expenses associated with or arising out of the operation of the station ("Station Expenses") including (without limitation) the cost to maintain the station's transmitter and antennas, premiums for insurance, and the cost and expense of all utilities, telephones, regulatory fees, music license fees, and taxes for the operation of the Station. Notwithstanding the preceding sentence, "Station Expenses" shall not include any inter-company charges other than for direct costs expended by another related entity for the direct and sole benefit of Licensee's operation of the Station (i.e., not including general overhead or management expenses or costs, or taxes on Licensee's revenues, income, or profits) and normally reimbursed by the Licensee in the ordinary course of business. All Station Expenses shall be due and payable not later than twenty (20) days after Programmer's receipt of written itemizations of said expenses.

### ***1.4. Advertising and Programming Revenues***

During the Programming delivered to the Station by Programmer for rebroadcast by Station, Programmer shall have full authority to sell for its own account commercial time or block programming time contained within the Programming and to retain all revenues and all accounts receivable arising from or relating to the Programming, including, without limitation, promotion-related revenues.

### ***1.5. Force Majeure Events***

Any failure or impairment of facilities or any delay or interruption in rebroadcasting the Programming due to acts of God, strikes or threats thereof, force majeure or any other causes beyond the control of Licensee (collectively, "Force Majeure Events"), shall not constitute a breach of this Agreement.

## **2. Programming and Operating Standards**

### ***2.1. Nature of the Programming***

Licensee acknowledges that Programmer has provided a description of the nature of the Programming to be produced by Programmer and Licensee has determined that the broadcasting of the Programming on the Station will serve the public interest.

## **2.2. *Right to Use the Programming***

The ownership of and all rights to use the Programming furnished by Programmer and to authorize its use in any manner and in any media whatsoever shall be at all times vested solely in Programmer except as specifically authorized by this Agreement.

## **2.3. *Obligations and Rights of Licensee***

Licensee shall be ultimately responsible for the control of the day-to-day operations of the Station and for complying with the FCC's rules and regulations with respect to (a) the technical operation of the Station; (b) posting of license, call sign, and contact information; (c) maintenance of station records; and (d) the preparation and filing with the FCC of all required material with respect to the Station.

### **2.3.1. *Maintenance and Repair of Transmission Facilities***

Licensee shall use commercially reasonable efforts to maintain the Station's transmission equipment and facilities, including the respective antenna, transmitter and transmission line, and, shall provide for the delivery of electrical power to the Station's transmitting facilities in order to permit operation of the Station. Licensee shall use commercially reasonable efforts to undertake such repairs as are reasonably necessary to resume operation of the Station with the maximum authorized facilities, as expeditiously as possible following the occurrence of any loss or damage preventing such operation.

### **2.3.2. *Compliance with FCC Technical Rules***

Licensee shall designate and engage at its expense a qualified person for the Station who shall be responsible for maintaining the transmission facilities of the Station and who shall be responsible for ensuring compliance by the Station with the technical operating and reporting requirements established by the FCC.

## **2.4. *Obligations and Rights of Programmer***

### **2.4.1. *Compliance with Laws and Station Policies***

All Programming shall conform in all material respects to all applicable provisions of the FCA, all other laws or regulations applicable to the broadcast of programming or commercial advertisements by the Station. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe, or portray Programmer as the licensee of the Station.

### **2.4.2. *License to Use Call Sign***

During the Term of this Agreement, Licensee grants Programmer the right to use the Station's call signs in connection with and during the Programming during the Term.

#### *2.4.3. Cooperation with Licensee*

Programmer, on behalf of Licensee, shall furnish within the Programming all Station identification announcements required by the FCA, and will provide upon request other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies.

#### *2.4.4. Handling of Communications*

Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programming unless Licensee has agreed to do so in writing. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers, or other payments for services or advertising.

#### *2.4.5. Delivery of Programming*

Programmer shall be solely responsible for delivering the Programming to the Station's transmitter site for rebroadcast on the Station. In the event that Programmer needs to obtain a studio transmitter link or similar FCC authorization to facilitate Programmer's delivery of the Programming, Licensee agrees that it shall cooperate reasonably with Programmer to file any required application for such authority with the FCC.

### **3. Responsibility for Employees and Expenses**

#### ***3.1. Licensee's Responsibility for Employees and Expenses***

Whenever on the premises of the Station, all of Programmer's personnel shall be subject to the supervision and the direction of the Licensee. Without waiving Licensee's right to payment for such amounts as set forth in Section 1.3, Licensee shall be responsible for the timely payment of the following expenses: (a) lease and/or mortgage payments for the transmitter site and all taxes and other costs incident thereto; (b) all FCC regulatory fees; (c) real estate and personal property taxes; (d) utility costs (telephone, electricity, etc.) relating to the existing transmitting site, transmitter and antennas, and Licensee's expenses under ASCAP, SESAC and BMI licenses, as required by such organizations; (e) maintenance and repair costs with respect to the transmitting equipment of the Station; and (f) all other reasonable and necessary payments related to the continued operation of the Station incurred by Licensee which are not paid directly by Programmer.

#### ***3.2. Programmer's Responsibility for Employees and Expenses***

Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel used in fulfillment of its rights and obligations under this Agreement. Programmer shall pay for all costs associated with production of the Programming and listener responses, including any other copyright fees, and all other costs or expenses attributable to the Programming that is delivered by Programmer and rebroadcast on the Station. Programmer shall maintain at its expense commercially reasonable coverage for broadcaster's

liability insurance, worker's compensation insurance and commercial general liability insurance with reputable insurance companies for operation of the Station, in amounts reasonably acceptable to Licensee. Licensee shall be named as an additional insured on such policies, and such policies shall not be terminable without notice to Licensee and an opportunity to cure any default thereunder. Programmer shall deliver to Licensee upon request a current certificate establishing that such insurance is in effect.

### **3.3. *No Third Party Beneficiary Rights***

No provisions of this Agreement shall create any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Licensee in respect of continued employment (or resumed employment) with Licensee or with Programmer or in respect of any other matter.

## **4. Assignment and Assumption of Certain Agreements, Rights and Obligations**

Programmer expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Licensee of any nature whatsoever.

## **5. Indemnification**

### **5.1. *Indemnification***

From and after the Commencement Date, Licensee and Programmer shall indemnify, defend, protect and hold harmless the other and their members, managers, owners and affiliates (the "Indemnitees") from and against any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") that are proximately caused by (a) any programming provided by such party for rebroadcast on the Station; (b) any breach by such party of a representation, warranty, covenant or other agreement contained in this Agreement; and (c) the negligence of such party, its employees or agents in fulfilling its obligations under this Agreement. Without limiting the generality of the preceding sentence, Licensee shall indemnify and hold Programmer and its Indemnitees harmless from and against, and Programmer will indemnify and hold Licensee and its Indemnitees harmless from and against, liability with respect to matters arising from or relating to any programming produced or supplied by the indemnifying party, including liability for libel, slander, infringement of copyright or other intellectual property, violation of rights of privacy or proprietary rights, and for any claims of any nature, including fines imposed by the FCC, as a result of the broadcast on the Station of any programming produced or supplied by indemnifying party, including, without limitation, any programming which the FCC determines was in violation of any FCC rule, regulation or policy relating to lotteries or games of chance; obscenity, profanity or indecency; broadcast hoaxes; or the adequacy of sponsorship identification.

### **5.2. *Procedure for Indemnification***

The procedure for indemnification shall be as follows:

### *5.2.1. Notice*

The party seeking indemnification (the "Claimant") shall give notice to the party from whom indemnification is sought (the "Indemnitor") of any claim, whether solely between the parties or brought by a third party, specifying (i) the factual basis for the Claim, and (ii) the amount of the Claim. If the Claim relates to an action, suit or proceeding filed by a third party against Claimant, notice shall be given by Claimant within fifteen (15) business days after written notice of the action, suit or proceeding was given to Claimant. In all other circumstances, notice shall be given by Claimant within thirty (30) business days after Claimant becomes, or should have become, aware of the facts giving rise to the Claim. Notwithstanding the foregoing, Claimant's failure to give Indemnitor timely notice shall not preclude Claimant from seeking indemnification from Indemnitor except to the extent that Claimant's failure has materially prejudiced Indemnitor's ability to defend the claim or litigation.

### *5.2.2. Claims Between Parties*

With respect to claims between the parties, following receipt of notice from the Claimant of a Claim, the Indemnitor shall have thirty (30) business days to make any investigation of the Claim that the Indemnitor deems necessary or desirable. For the purposes of this investigation, the Claimant agrees to make available to the Indemnitor and/or its authorized representatives the information relied upon by the Claimant to substantiate the Claim. If the Claimant and the Indemnitor cannot agree as to the validity and amount of the Claim within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate legal remedy.

### *5.2.3. Third Party Claims*

With respect to any Claim by a third party as to which the Claimant is entitled to indemnification hereunder, the Indemnitor shall have the right at its own expense to participate in or assume control of the defense of the Claim, and the Claimant shall cooperate fully with the Indemnitor, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnitor. If the Indemnitor elects to assume control of the defense of any third-party Claim, the Claimant shall have the right to participate in the defense of the Claim at its own expense. If the Indemnitor does not elect to assume control or otherwise participate in the defense of any third party Claim, Claimant may, but shall have no obligation to, defend or settle such Claim or litigation in such manner as it deems appropriate, and in any event Indemnitor shall be bound by the results obtained by the Claimant with respect to the Claim (by default or otherwise) and shall promptly reimburse Claimant for the amount of all expenses (including the amount of any judgment rendered), legal or otherwise, incurred in connection with such Claim or litigation. The Indemnitor shall be subrogated to all rights of the Claimant against any third party with respect to any Claim for which indemnity was paid.

## 6. Default and Cure

### 6.1. *Events of Default*

The following shall, after the expiration of the applicable cure periods as set forth in Section 6.2, each constitute an Event of Default under this Agreement by the party responsible for the action, or failure to act, described below:

#### 6.1.1. *Non-Payment*

Programmer's failure to timely pay when due any amount payable under Section 1.3.

#### 6.1.2. *Default in Covenants or Adverse Legal Action*

a. Any party (i) defaults in the performance of any material covenant, condition or undertaking contained in this Agreement, (ii) makes a general assignment for the benefit of creditors, or (iii) files or has filed against it a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within 60 days thereafter, or

b. As a consequence of any act or omission of Licensee or Programmer, the FCC issues a Hearing Designation Order or commences any hearing with respect to the Station, issues a Show Cause Order, a Letter of Inquiry (as to which counsel for the party not responsible for the matter addressed in such Letter of Inquiry determines in the reasonable exercise of his discretion that there is a reasonable basis to believe that the FCC may take material adverse action with respect such matter), Notice of Apparent Liability, or Order of Forfeiture with respect to the Station, provided, however that it shall not be an Event of Default by one party, if such Order, Letter of Inquiry, Notice of Apparent Liability or hearing results from the act or omission of the other party hereto. This subsection (b) shall not apply to hearings with respect to any FCC applications during the Term for changes to the facilities of the Station.

#### 6.1.3. *Breach of Representation*

Any material representation or warranty made by either party to this Agreement, or in any certificate or document furnished by either party to the other pursuant to the provisions of this Agreement, proves to have been false or misleading in any material respect as of the time made or furnished.

#### 6.1.4. *Breach of Purchase Agreement*

Any material breach of the Purchase Agreement by Programmer or Licensee.

## **6.2. *Cure Periods***

Except as provided herein, an Event of Default shall not be deemed to have occurred until the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured within ten (10) days, would constitute an Event of Default; provided, however, that in the event of a non-payment as provided in Section 6.1.1 hereof, Licensee shall not have to give such notice or opportunity to cure if, within the preceding twelve (12) months, such notice has previously been given. If not cured within that ten (10) business day period, the Event of Default shall be deemed to have occurred as of the date the event (that is, the act, failure to act, omission, filing, or other such occurrence) triggering the Event of Default occurred. The cure period for a failure by Programmer to supply the Programming for rebroadcast by the Station shall be five (5) business days from the receipt of written notice by Licensee.

## **7. Termination**

### **7.1. *Termination upon Default***

Upon the occurrence of any other Event of Default, the non-defaulting party may terminate this Agreement, provided that it is not also in material default of this Agreement, and may seek such remedies at law and equity as provided herein. If this Agreement is terminated as a result of Programmer's default in the performance of its obligations, all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall become due and payable within ten (10) business days.

### **7.2. *Termination Option***

#### **7.2.1 *Programmer's Termination Option***

Programmer may terminate this Agreement at any time during the Term in the event that the Purchase Agreement is terminated for any reason. In the event that Programmer elects to terminate this Agreement under this Section 7.2, Programmer shall provide Licensee with written notice not less than thirty (30) days prior to the effective date of termination. Upon termination under this Section, all sums owing to Licensee by Programmer shall become immediately due and payable.

#### **7.2.2 *Licensee's Termination Option***

Licensee may terminate this Agreement at any time during the Term in the event that the Purchase Agreement is terminated. In the event that Licensee elects to terminate this Agreement under this Section 7.2.2, Licensee shall provide Programmer with written notice not less than thirty (30) days prior to the effective date of termination. Upon termination under this Section, all sums owing to Licensee by Programmer shall become immediately due and payable.



### ***7.3. Termination for Change in Governmental Rules or Policies***

The parties believe that the terms of this Agreement meet all of the requirements of current federal governmental policy, including that of the FCC, for rebroadcast consent agreements, and agree that they shall negotiate in good faith to meet any governmental concern with respect to this Agreement. If the parties cannot agree within a reasonable time to modification(s) deemed necessary by either party to meet such governmental requirements, either party may terminate this Agreement upon written notice to the other.

### ***7.4. Certain Matters upon Termination***

#### ***7.4.1. No Obligation to Provide Time***

Upon termination of this Agreement for any reason, Licensee shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities. Programmer solely shall be responsible for all of its liabilities, debts and obligations to third parties incident to Programmer's rebroadcast of the KTNO(AM) broadcast signal under this Agreement, including, accounts payable provided that Licensee shall be responsible for Licensee's federal, state, and local tax liabilities associated with Programmer's payments to Licensee under Section 1.3. Subject to the other portions of this Section 7.4.1, so long as this Agreement is not terminated as a result of Programmer's breach or default, Licensee agrees that it will cooperate reasonably with Programmer to discharge in exchange for reasonable compensation any remaining obligations of Programmer in the form of air time following the termination.

#### ***7.4.2. Return of Equipment***

Programmer shall return to Licensee any of Licensee's equipment or property used by Programmer, its employees or agents, in substantially the same condition as such equipment existed on the Commencement Date, ordinary wear and tear excepted.

### ***7.5. Liability for Prior Conduct***

No expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under Section 5 of this Agreement or limit or impair any party's rights to receive or make payments due and owing in accordance with this Agreement on or before the date of such termination.

### ***7.6. Attorneys' Fees and Costs***

In the event any action or proceeding is commenced by either party to enforce the provisions of this Agreement or to seek remedies for a breach or wrongful termination of this Agreement, the prevailing party in such an action or proceeding shall be entitled to the award of its reasonable attorneys fees and costs incurred in and relating to such an action or proceeding.

### **7.7. *Liquidated Damages***

If this Agreement is terminated (i) by Licensee's giving of valid written notice to Programmer pursuant to Section 7.1, (ii) pursuant to Section 7.2 (but only if as a result of termination of the Purchase Agreement due to Programmer's breach thereof) or (iii) based on a termination of the KTNO TBA (but only if as a result of Programmer's breach thereof), Programmer agrees that Licensee shall be entitled to keep, as liquidated damages and not as a penalty, an amount equal to Ten Thousand Dollars. ("Liquidated Damages Amount"). THE DELIVERY OF THE LIQUIDATED DAMAGES AMOUNT TO SELLER SHALL BE CONSIDERED LIQUIDATED DAMAGES AND NOT A PENALTY, AND SHALL BE THE RECIPIENT'S SOLE REMEDY AT LAW OR IN EQUITY FOR THE TERMINATION OF THIS AGREEMENT AS A RESULT OF PROGRAMMER'S BREACH. NOTWITHSTANDING SUCH LIQUIDATED DAMAGES, LICENSEE MAY STILL SEEK PRE-TERMINATION DAMAGES AND INDEMNIFICATION FROM PROGRAMMER. PROGRAMMER AND LICENSEE EACH ACKNOWLEDGE AND AGREE THAT THIS LIQUIDATED DAMAGE AMOUNT IS REASONABLE IN LIGHT OF THE ANTICIPATED HARM WHICH WILL BE CAUSED BY TERMINATION OF THIS AGREEMENT AS A RESULT OF PROGRAMMER'S BREACH OF THIS AGREEMENT, THE DIFFICULTY OF PROOF OF LOSS, THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY, AND THE VALUE OF THE TRANSACTIONS TO BE CONSUMMATED HEREUNDER.

### **7.8 *Limitation on Damage***

Notwithstanding anything here to the contrary, in the event of the default of this Agreement by either party hereto, and its failure to cure such default as provided in Section 6.2 hereof, the party not in default shall be entitled to seek, as its sole remedy, specific performance of this Agreement or, in lieu thereof, its actual damages, but not both. Neither party shall, under any circumstances, be liable for the other's special, exemplary, punitive, incidental, or consequential damages regardless of the cause.

## **8. Representations and Warranties**

### **8.1. *Representations and Warranties of Licensee***

Licensee hereby represents and warrants that:

#### **8.1.1. *Organization and Standing***

Licensee is a corporation duly established and in good standing under the laws of the State of Texas and has all necessary right, power and authority to own the Station's assets, to lease all leased assets and to utilize all of the Station's assets and to carry on the business of the Station.

#### **8.1.2. *Binding Obligation***

Licensee has all necessary power to enter into and perform this Agreement and the transactions contemplated hereby, subject to obtaining the consent or approvals set forth

in Section 8.1.3. This Agreement constitutes a valid and binding obligation of Licensee, enforceable in accordance with its terms.

#### *8.1.3. Absence of Conflicting Agreements or Required Consents*

The execution, delivery and performance of this Agreement by Licensee (a) do not and will not require the consent or approval of or any filing with any third party or governmental authority, other than the FCC; (b) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (c) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Licensee or any of its assets is now subject; and (d) do not and will not violate any provision of Licensee's organizational documents.

### **8.2. Representations and Warranties of Programmer**

Programmer hereby represents and warrants that:

#### *8.2.1. Organization and Standing*

Programmer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Texas and has all necessary power and authority to perform its obligations hereunder.

#### *8.2.2. Authorization and Binding Obligation*

Programmer has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Programmer's execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Programmer and constitutes its valid and binding obligation enforceable against Programmer in accordance with its terms.

#### *8.2.3. Absence of Conflicting Agreements or Required Consents*

The execution, delivery and performance of this Agreement by Programmer: (a) do not and will not violate any provision of Programmer's organizational documents; (b) do not and will not require the consent of any third party or governmental authority other than the FCC; (c) do not and will not violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Programmer is now subject.

## **9. Licensee's Certification of Control of Station**

Licensee hereby certifies that it shall maintain the ultimate control over the Station's facilities, including but not limited to control over the finances with respect to the operation of the Station, over its personnel operating the Station, and over the programming to be rebroadcast by the Station.

## **10. Miscellaneous**

### ***10.1. Modification and Waiver***

No modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

### ***10.2. No Waiver; Remedies Cumulative***

No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

### ***10.3. Governing Law***

The construction and performance of this Agreement shall be governed by the laws of the State of Texas without regard to its principles of conflict of law.

### ***10.4. No Partnership or Joint Venture***

This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

### ***10.5. Benefit and Assignment***

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither Programmer nor Licensee may assign its rights under this Agreement without the prior written consent of the other parties hereto provided that Programmer may, without the consent of Licensee, (i) assign its rights and obligations hereunder in whole or in part to any entity under common control with Programmer provided that the assignee agrees, in writing, to assume and be bound by Programmer's obligations hereunder. Upon any such assignment by Programmer of its rights hereunder, references to "Programmer" shall include such assignee, provided, however, that no such assignment shall relieve Programmer of any obligation hereunder.

#### **10.6. Headings**

The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

#### **10.7. Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

#### **10.8. Notices**

Any notice, report, demand, waiver or consent required or permitted hereunder shall be in writing and shall be given by hand delivery, by prepaid registered or certified mail, with return receipt requested, or by an established national overnight courier providing proof of delivery for next business day delivery addressed as follows:

If to Programmer:

Inspiration Media of Texas, LLC  
4880 Santa Rosa Road  
Camarillo, CA 93012  
Attn: Christopher J. Henderson  
Vice President and Secretary  
Telephone: 805-987-0400, ext. 4526  
Facsimile: 805-384-4505

If to Licensee:

MBC of Texas-KGGR, Inc.  
3270 Blazer Parkway, Suite 100  
Lexington, KY 40509  
Attn: Jack M. Mortenson, President  
Telephone: (859) 245-1000  
Facsimile No: 859) 245-1600

The date of any such notice and service thereof shall be deemed to be the day of delivery if hand delivered or delivered by overnight courier or the day of delivery as indicated on the return receipt if sent by mail. Either party may change its address for the purpose of notice by giving notice of such change in accordance with the provisions of this Section 10.8.

#### **10.9. Severability**

In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect which renders any provision hereof unenforceable in any respect.


***10.10. Waiver of Trial by Jury***

PROGRAMMER AND LICENSEE WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM, OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER APPLIES TO ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS AND PROCEEDINGS, INCLUDING PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY PROGRAMMER AND LICENSEE. PROGRAMMER ACKNOWLEDGES THAT NEITHER LICENSEE, NOR ANY PERSON ACTING ON BEHALF OF LICENSEE, HAD MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. LICENSEE ACKNOWLEDGES THAT NEITHER PROGRAMMER, NOR ANY PERSON ACTING ON BEHALF OF PROGRAMMER, HAD MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. PROGRAMMER AND LICENSEE EACH FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. PROGRAMMER AND LICENSEE EACH FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

*Remainder of page left blank. Signatures appear on following page.*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized corporate officers on this the day and date first written above.

**PROGRAMMER**  
**INSPIRATION MEDIA OF TEXAS, LLC**

By:   
\_\_\_\_\_  
Christopher J. Henderson  
Vice President and Secretary of  
SCA License Corporation,  
its managing member


**LICENSEE**  
**MBG OF TEXAS-KGGR, INC.**

By: \_\_\_\_\_  
Jack M. Mortenson  
President

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