

BROADCAST TRUST AGREEMENT

This Trust Agreement ("Agreement") is entered into, effective as of March 9, 2010, among Freedom Broadcasting of Florida, Inc., Debtor-in-Possession; Freedom Broadcasting of Michigan, Inc., Debtor-in-Possession; Freedom Broadcasting of New York, Inc., Debtor-in-Possession; Freedom Broadcasting of Oregon, Inc., Debtor-in-Possession; Freedom Broadcasting of Texas, Inc., Debtor-in-Possession; and Freedom Broadcasting of Tennessee, Inc., Debtor-in-Possession, each of them debtors in the Chapter 11 cases pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") under the caption *In re Freedom Communications Holdings, Inc., et al.*, Case No. 09-13046 (BLS)(Jointly Administered), (collectively "Freedom"); and Gary R. Chapman, as Trustee ("Trustee"); for the establishment of a Trust ("Broadcast Trust") to control each of Freedom's subsidiaries holding licenses (the "Licenses") issued by the Federal Communications Commission ("FCC"). Those subsidiaries are listed in Attachment A and shall be referred to as the "Licensee Subsidiaries."

WHEREAS, on January 28, 2010, that certain Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code (as may be amended, the "Plan") was filed in the Bankruptcy Court;

WHEREAS, the Plan contemplates the establishment of the Broadcast Trust in order to have the Trustee hold all of the issued and outstanding membership interests of the Licensee Subsidiaries (the "Broadcast Trust Assets") after the FCC has approved short-form applications seeking consent to the pro forma transfer of control of the Licensee Subsidiaries to the Broadcast Trust (the "Short-Form Applications");

WHEREAS, the Plan provides that the Broadcast Trust will hold the Broadcast Trust Assets until such time as the FCC shall have approved long-form applications (the "Long-Form Applications") to transfer control of the Licensee Subsidiaries to the Reorganized Broadcast Operating Companies, as defined in the Plan (the "Beneficiaries") pursuant to the Plan and that transfer has been consummated, and that the establishment of the Broadcast Trust is intended to facilitate the expeditious emergence from Chapter 11 of Freedom Communications Holdings, Inc. ("Holdings") and its subsidiary Debtors while the long-form applications are pending before the FCC;

WHEREAS, the holding of the Broadcast Trust Assets by the Broadcast Trust under the terms of this Agreement will ensure that Freedom and the shareholders of Holdings do not hold title to or voting interests in the Licensee Subsidiaries or have the power to direct or cause a change in the direction or management of the Licensee Subsidiaries until the Long-Form Applications are granted; and

WHEREAS, the Broadcast Trust is intended to be a "grantor trust", of which the Beneficiaries are the grantors, within the meaning of Sections 671-679 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Plan, the parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Plan.

2. **Agreement Remains in Effect.** This Agreement will remain in full force and effect following the emergence from Chapter 11 of Freedom Communications Holdings, Inc. and its subsidiaries.

3. **Establishment of the Broadcast Trust.** Pursuant to the Plan, Freedom and the Trustee hereby agree that, upon the Effective Date of the Plan, Freedom shall deliver to the Broadcast Trust all of the Broadcast Trust Assets. The Trustee agrees to accept and hold the Broadcast Trust Assets in trust for the Beneficiaries, subject to supervision of the Bankruptcy Court, the rules and regulations of the FCC, the terms of the Plan and of this Agreement. The Broadcast Trust established hereby shall be known as the “Freedom Communications Broadcast Trust.”

4. **Beneficiaries of the Broadcast Trust.** The sole holders of interests in the Broadcast Trust shall be the Beneficiaries. All interests in the Broadcast Trust shall be uncertificated and shall be in book entry form. The Beneficiaries shall have no legal title to any part of the Broadcast Trust Assets. Notwithstanding the foregoing, the Beneficiaries may pledge their interests in the Broadcast Trust to the extent permitted by the FCC and as provided for in the Plan. Other than in connection with such a pledge by a Beneficiary, no Beneficiary shall have the right to request a partition or division of, or call for an accounting of, the Broadcast Trust Assets at any time.

5. **Purpose, Authority and Limitations.**

a. Purpose of the Broadcast Trust. The Broadcast Trust shall be established solely for the purpose of holding the Broadcast Trust Assets until the grant of the Long-Form Applications and then distributing the Broadcast Trust Assets to the Beneficiaries in accordance with the Plan, with no objective to continue or engage in the conduct of a trade or business after the Broadcast Trust Assets are delivered to the Beneficiaries. Accordingly, the Trustee shall cooperate with the Beneficiaries and provide any assistance needed to obtain prompt FCC approval of the Long-Form Applications. Further, the Trustee shall, promptly after an FCC initial order granting the Long-Form Applications, but in any case within ten (10) business days thereof, deliver the Broadcast Trust Assets to the Beneficiaries, as specified in Attachment B, and shall not unreasonably prolong the duration of the Broadcast Trust.

b. Sale of Stations. If authorized by the Bankruptcy Court in connection with the assignment or transfer of control of one or more television stations licensed to the Broadcast Trust and the sale of the operating assets associated with those stations, the Trustee shall, subject to required FCC consent, assign or transfer the FCC licenses for such station(s), or the membership interest in the Licensee Subsidiary or Licensee Subsidiaries holding such licenses, to the assignee or transferee.

c. Authority of the Trustee. In connection with the administration of the Broadcast Trust, except as set forth in this Agreement or the Plan, and subject to the retained jurisdiction of the Bankruptcy Court, the Trustee is authorized to perform any and all acts necessary or desirable to accomplish the purposes of the Broadcast Trust and the Plan. No person dealing

with the Broadcast Trust shall be obligated to inquire into the authority of the Trustee in connection with the management, protection or conservation of the Broadcast Trust Assets. Without limiting, but subject to, the foregoing and Section 5.d hereof, and during the term of this Agreement, the Trustee shall be expressly authorized but shall not be required to:

- i. Accept and hold legal title to any and all rights of Freedom or the Beneficiaries in or arising from the Broadcast Trust Assets, including but not limited to, collecting or receiving any and all money and other property belonging to the Broadcast Trust;
- ii. Open and maintain bank accounts on behalf of the Broadcast Trust;
- iii. Make the distributions of the Broadcast Trust Assets and any proceeds of the Broadcast Trust Assets provided for in this Agreement and under the Plan;
- iv. Take possession and control, administer, maintain and dispose of documents, books and records relating to the Broadcast Trust Assets;
- v. Protect and enforce the rights to the Broadcast Trust Assets and exercise all control over the Broadcast Trust Assets by any method deemed appropriate including, without limitation, judicial proceedings;
- vi. Determine and satisfy any and all liabilities created or incurred by the Broadcast Trust;
- vii. File, if necessary, any and all tax or information returns with respect to the Broadcast Trust and pay taxes and fees payable by the Broadcast Trust, if any;
- viii. Assert or waive any privilege or defense on behalf of the Broadcast Trust;
- ix. Pay all expenses and make all other payments relating to the Broadcast Trust Assets;
- x. Retain and pay such law firms as counsel to the Broadcast Trust as the Trustee may select and to perform such other functions as may be appropriate. The Trustee may commit the Broadcast Trust to and shall pay such law firms reasonable compensation for services rendered and expenses incurred. A law firm shall not be disqualified from serving as counsel to the Broadcast Trust solely because of its retention or prior retention by Holdings or the Beneficiaries;
- xi. Retain and pay an independent accounting firm to perform such reviews and/or audits of the financial books and records of the Broadcast Trust as may be appropriate and to prepare and file any tax or informational returns of the Broadcast Trust as may be required. The Trustee may commit the Broadcast Trust to and shall pay such accounting firm reasonable compensation for services rendered and expenses incurred. An accounting firm shall not be disqualified from serving as counsel to the Broadcast Trust solely because of its retention or prior retention by Holdings or the Beneficiaries;

xii. Retain and pay such third parties, including advisors or consultants, as the Trustee may deem necessary or appropriate to assist the Trustee in carrying out his powers and duties under this Agreement. The Trustee may commit Freedom to pay all such persons or entities reasonable compensation for services rendered and expenses incurred;

xiii. Subject to the terms of the Plan and of this Agreement, vote the membership interests of the Licensee Subsidiaries on any matter, in person, by proxy, by consent to corporate action or otherwise, provided that the Trustee shall not vote the membership interests of the Licensee Subsidiaries in favor of any amendment, restatement or similar action affecting any of the Licensee Subsidiaries' organizational agreements or documents;

xiv. Represent the Broadcast Trust before the Bankruptcy Court, any other courts of competent jurisdiction, or the FCC, with respect to the Broadcast Trust Assets;

xv. Appear as a party in interest in an action or proceeding over which the Bankruptcy Court has retained jurisdiction pursuant to the Plan;

xvi. Request any appropriate tax determination;

xvii. Exercise such other powers as may be vested in the Trustee by this Agreement, the Plan, or an order of the Bankruptcy Court;

xviii. Execute any documents, instruments, contracts and agreements necessary and appropriate to carry out the Trustee's powers and duties pursuant to this Agreement and the Plan;

xix. Take or refrain from taking any and all actions the Trustee reasonably deems necessary for the continuation, protection and maximization of the Broadcast Trust Assets or to carry out the purposes hereof;

xx. Take any and all reasonably necessary actions to cause the Broadcast Trust to be in compliance with all applicable laws and regulations;

xxi. Pledge the membership interests of the Licensee Subsidiaries and the proceeds of the Licenses, to the extent permitted by the FCC, as security for the Term A Facility and the Term B Facility under the Plan;

xxii. Take any and all necessary actions to dissolve the Broadcast Trust in accordance with the Plan.

d. Limitations on the Trustee's Authority. Notwithstanding anything herein to the contrary, the Trustee shall not and shall not be authorized to:

i. Pledge, hypothecate, sell or transfer any Broadcast Trust Assets except as authorized in Section 5.c.xxi of this Agreement, or as authorized by the Bankruptcy Court, or in accordance with the Plan after grant of the Long-Form Applications; or

ii. Authorize or make any distributions or dividends upon the Broadcast Trust Assets.

e. Books and Records. The Trustee shall maintain historical books and records for the period commencing on the date hereof through the term of this Agreement relating to the Broadcast Trust Assets and income of the Broadcast Trust and payment of expenses of, and liabilities or claims against or assumed by, the Broadcast Trust, in such detail as to comply with applicable law and the requests of Beneficiaries. Such books and records shall be maintained on a modified cash or other basis of accounting necessary to facilitate compliance with tax and other reporting requirements of the Broadcast Trust. The Beneficiaries shall have the right upon thirty (30) days written notice to inspect such books and records, provided that, upon request, such Beneficiary shall have agreed to bear any costs of the Broadcast Trust in connection with such inspection.

f. Broadcast Trust Expenses. On and after the Effective Date, Freedom shall, promptly upon request from the Trustee, and in accordance with the Local Marketing Agreements ("LMAs") among the Trustee and Freedom dated as of the date hereof, reimburse the Trustee for all reasonable, documented costs and expenses incurred by the Broadcast Trust in accordance with this Agreement.

i. The Trustee or any successor trustee shall be entitled to compensation from the Broadcast Trust in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) per month, payable monthly in arrears.

ii. The Trustee shall, not later than the end of the fourth month after the Effective Date, and periodically thereafter, provide a report to the New Board of the expenses of the Broadcast Trust and any other matters materially affecting the Broadcast Trust Assets.

g. Reports. The Trustee shall cause to be filed any statements, returns, or disclosures relating to the Broadcast Trust that are required by any governmental authority or by any credit facility of Holdings, its Debtor subsidiaries, or of the Beneficiaries.

6. **The Trustee.** The Trustee's powers shall be exercisable solely in a fiduciary capacity, as applicable, consistent with, and in furtherance of the objectives of the Broadcast Trust and not otherwise.

a. Responsibilities of the Trustee. Subject to the provisions of the Plan and of this Agreement, including but not limited to Section 9 hereof, the Trustee shall be responsible for the Broadcast Trust Assets, with duties and responsibilities similar to those of a board of directors of a Delaware corporation. Any and all proceeds generated from the Broadcast Trust Assets shall be held or disbursed by the Broadcast Trust in accordance with this Agreement and the LMAs. The Trustee may incur reasonable and necessary expenses in connection with his duties under the Broadcast Trust. The Trustee shall review regularly the projected expenses to be incurred by the Broadcast Trust or the Licensee Subsidiaries and reimbursable by Freedom. If the Trustee reasonably anticipates that expenses of the Broadcast Trust will be materially greater than the level of expense historically incurred by the Licensee Subsidiaries (apart from the direct compensation to the Trustee provided for in Section 5.f.i. of this Agreement), the Trustee will

consult with Freedom concerning those anticipated expenses and ways in which they may be reduced. To the extent practicable, such consultation shall occur prior to those expenses being incurred.

b. Liability of the Trustee. In no event shall the Trustee be personally liable for any claim asserted against the Broadcast Trust except for actions or omissions that constitute fraud, willful misconduct, or gross negligence, each as finally determined by a court of competent jurisdiction. Notwithstanding anything to the contrary, no provision of this Agreement shall be construed to relieve the Trustee from liability from his own grossly negligent actions, grossly negligent failure to act, or his fraud or willful misconduct. The Trustee shall not be liable for any error of judgment made in good faith or for any action taken or omitted to be taken in good faith.

c. Reliance by the Trustee.

i. The Trustee may rely upon, and shall be protected in relying upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by him to be genuine and to have been signed or presented by the proper party or parties.

ii. The Trustee may consult with any and all professionals to be selected by him, and the Trustee shall not be liable for any action taken or omitted to be taken by him in accordance with the advice of such professionals, unless the Trustee was grossly negligent.

iii. The Trustee may rely upon, and shall be protected in acting upon, any order of the Bankruptcy Court.

d. Investment and Safekeeping of Broadcast Trust Assets. All property received by the Trustee shall, until distributed or paid over as herein provided, be held in trust for the benefit of the Beneficiaries, but need not be segregated from any other Broadcast Trust Assets, unless and to the extent required by law. The Trustee shall be under no liability for interest or producing income on any property received hereunder and held for distribution or payment to the Beneficiaries, except as such interest shall actually be received by the Trustee.

e. No bond. The Trustee shall serve without bond.

f. Confidentiality. The Trustee shall, during the period he serves as Trustee under this Agreement and for a period of three (3) years following the termination of this Agreement, hold strictly confidential and not use for any personal gain any material, non-public information of or pertaining to the Broadcast Trust Assets or of which he became aware of in his capacity as Trustee, except as otherwise required by law.

7. Successor Trustee.

a. Removal. The Trustee may be removed only for cause (including without limitation a good faith belief that the Trustee is unable to act prudently and effectively because of accident, physical or mental illness, substance abuse, or similar cause) and only by the affirmative unanimous vote of the New Board. The removal of the Trustee pursuant to this Section 7.a. shall become effective immediately.

b. Resignation. The Trustee may resign by giving not less than thirty (30) days' prior written notice to the New Board. Such resignation shall become effective on the date on the appointment of a successor trustee is approved by the Bankruptcy Court and, if required, the FCC.

c. Effect of Resignation, Removal or Death of Trustee. The resignation, removal or death of the Trustee prior to the appointment of a successor trustee shall not cause the Broadcast Trust to terminate or be dissolved.

d. Appointment of Successor Trustee. If the Trustee is removed, resigns, dies or otherwise ceases to act as the trustee for any reason, the New Board shall appoint a successor trustee by majority vote. The Broadcast Trust shall notify the Beneficiaries in writing of the successor trustee within five (5) business days of his or her appointment.

e. Acceptance of Appointment by Successor Trustee. Any successor trustee appointed hereunder shall execute an instrument accepting such appointment and agreeing to become a party to and be bound by this Agreement. Upon confirmation of the appointment of the successor trustee by the Bankruptcy Court and, if required, the FCC, the successor trustee shall become vested with all the rights, powers and duties of the Trustee with like effect as if originally named herein.

f. Continuance of Provisions. The indemnity, exculpation, release and insurance provisions set forth in Sections 6.b. and 9 of this Agreement shall survive for the benefit of the Trustee subsequent to any removal or resignation by the Trustee or termination of the Broadcast Trust for any reason. Any amendment of such provisions will be, unless otherwise required by law, prospective only (except to the extent such amendment provides for broader rights on a retroactive basis than permitted prior thereto) and will not in any way diminish or adversely affect any right or protection existing at the time of such amendment in respect of any act or omission occurring prior to such amendment.

g. FCC Approval. No replacement of the Trustee shall occur until such time as FCC approval is obtained, to the extent that the New Board determines, in its sole discretion, that such FCC approval is required.

8. Termination of the FCC Trust. The Broadcast Trust will terminate on the earlier of (a) thirty (30) days after the distribution of the Broadcast Trust Assets to the Beneficiaries in accordance with the terms of this Agreement and the Plan, which shall be after initial grant of the Long-Form Applications; or (b) subject to the approval of the Bankruptcy Court and any required approvals from the FCC, after sale of the Broadcast Trust Assets to a third party, and distribution of the proceeds of such sale to the Beneficiaries; or (c) subject to the approval of the Bankruptcy Court and any required approvals from the FCC, upon the 1st anniversary of the Effective Date. Notwithstanding the foregoing, multiple extensions can be obtained so long as the Bankruptcy Court approves prior to the expiration of each extended term.

9. Indemnification.

a. None of the Trustee, or any of his agents, professionals or representatives shall be personally liable in connection with the affairs of the Broadcast Trust to any of the Beneficiaries,

the Broadcast Trust, or any other person, except for acts or omissions of the Trustee that shall constitute fraud, willful misconduct or gross negligence, each as finally determined by a court of competent jurisdiction. Except in those situations in which the Trustee is not entitled to indemnification under this section, the Trustee and any successor trustee(s) shall be defended, held harmless and indemnified from time to time by the Broadcast Trust and Freedom to the fullest extent permitted by applicable law, against any and all losses, claims, costs, expenses and liabilities (including reasonable legal fees and expenses), any costs of defending any action to which the Trustee may be subject in connection with any other action, suit, proceeding or investigation brought or threatened against the Trustee in his capacity as Trustee or in any other capacity contemplated by the Plan or this Agreement or in any manner arising out of or related to the Plan, this Agreement or the affairs of the Broadcast Trust. The Broadcast Trust and Freedom may indemnify, defend and hold harmless the agents of the Broadcast Trust to the same extent as provided in this section for the Trustee. Freedom may, upon notice to the Trustee or any party subject to indemnification, may assume the defense of any claim for which it would be liable for indemnification. The Broadcast Trust shall pay the expenses of parties indemnified pursuant to this section as they are incurred, subject to the execution and delivery to the Broadcast Trust of an undertaking that the party indemnified undertakes to repay such expenses to the extent that it is ultimately determined that such party is not entitled to be indemnified. Any amendment of this section will be, unless otherwise required by law, prospective only (except to the extent such amendment provides for broader indemnification rights on a retroactive basis than permitted prior thereto) and will not in any way diminish or adversely affect any right or protection existing at the time of such amendment in respect of any act or omission occurring prior to such amendment. The provisions of this section shall survive the termination of the Broadcast Trust for any reason.

b. Exculpation. The Trustee, together with his agents, professionals and representatives, hereby are exculpated by all persons, including all holders of claims against and interests in Freedom, and parties in interest in the proceedings before the Bankruptcy Court, and each of them, from any and all claims, causes of action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon the Trustee by the Plan, any order of the Bankruptcy Court, this Agreement, or applicable law, except for acts or omissions arising out of or relating to fraud, gross negligence or willful misconduct, each as finally determined by a court of competent jurisdiction. Any amendment of this section will be, unless otherwise required by law, prospective only (except to the extent such amendment provides for broader exculpation rights on a retroactive basis than permitted prior thereto) and will not in any way diminish or adversely affect any right or protection existing at the time of such amendment in respect of any act or omission occurring prior to such amendment.

c. Insurance. The Trustee may after consultation with Freedom as provided in the LMAs purchase, at the expense of the Broadcast Trust, and carry customary insurance policies including, without limitation, any tail insurance and errors and omissions insurance, with regard to any liabilities, losses, damages, claims, costs and expenses it may incur, and pay all insurance premiums and costs the Trustee deems reasonably necessary or advisable.

10. Amendment and Waiver. This Agreement may only be amended or waived with the prior approval of (i) the New Board and (ii) the Bankruptcy Court or other court of competent jurisdiction. Notwithstanding this section, any amendments of this Agreement shall not be

inconsistent with the purpose of the Broadcast Trust to hold and manage the Broadcast Trust Assets in accordance with section 5.a.

11. Miscellaneous Provisions.

a. FCC Matters. Notwithstanding anything contained in this Agreement to the contrary, until the grant of the Long-Form Applications, the Beneficiaries shall not be entitled to take any action with respect to the Broadcast Trust that would cause any of them or any holder of New Common Stock under the Plan to hold an attributable interest in the Broadcast Trust Assets under applicable FCC rules, regulations and policies. To the extent that the taking of any action or exercise of any right under this Agreement would affect the *de facto* or *de jure* control of any of the Broadcast Trust Assets so as to require the prior approval or consent of the FCC, (i) it shall be a condition precedent to the taking of any such action or the exercise of any such right that all necessary consent or approval of the FCC shall have been obtained; and (ii) the parties agree to cooperating, diligently and in good faith, to obtain any such required FCC consent or approval.

b. Preservation of Privileges and Defenses. In connection with any rights, claims or causes of action that constitute the Broadcast Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Broadcast Trust shall vest in the Trustee and his representatives, and the Freedom and the Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges and any other available defenses.

c. Cooperation. Freedom shall provide the Trustee with access to such of its books and records as the Trustee shall reasonably require for purpose of performing his duties and exercising his powers hereunder.

d. Construction. This Agreement shall be construed in accordance with the laws of the State of Delaware, without giving effect to rules governing the conflict of laws. The administration of the Broadcast Trust may be conducted in such location, and the location of the Broadcast Trust Assets may be changed, as the Trustee may determine from time to time.

e. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be finally determined by the FCC or a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

f. Notices. Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the person for whom such notice is intended:

If to Freedom:

Freedom Communications Holdings, Inc.
17666 Fitch
Irvine, California 92614
Attn: Rachel Sagan, General Counsel
Telephone: (949) 789-3535
Facsimile: (949) 789-3524
Email: rsagan@link.freedom.com

If to the Trustee:

Gary R. Chapman
150 Cattle Landing
Meredith, NH 03253
Telephone: (603) 279-5580
Email: garyrchapman@cox.net

Or to such other or additional addresses as the parties may specify in writing.

g. Headings. The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

h. Relationship to the Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates the provisions of the Plan. To that end, the Trustee shall have full power and authority to seek any orders from the Bankruptcy Court or the FCC in furtherance of the Plan and this Agreement. Notwithstanding the foregoing, in the event that any provision of this Agreement is found to be inconsistent with a provision of the Plan, the provision of the Plan shall control.

i. Counterparts, Execution and Delivery by Facsimile. For the purposes of facilitating the execution of this Agreement, it may be executed in counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument. Any original counterpart when executed and transmitted by electronic facsimile shall be deemed duly delivered upon confirmed receipt thereof by such other party.

j. Bankruptcy Court Jurisdiction. **THE PARTIES HERETO AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND/OR (ii) THE BROADCAST TRUST AND EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.**

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledge this Broadcast Trust Agreement, or cause it to be executed and acknowledged on behalf of each by their duly authorized officers, all as of the date first above written.

**FREEDOM BROADCASTING OF FLORIDA, INC.,
DEBTOR-IN-POSSESSION**

By: Mark M. Eichen

Title: Senior Vice President and Chief Financial
Officer

**FREEDOM BROADCASTING OF MICHIGAN,
INC., DEBTOR-IN-POSSESSION**

By: Mark M. Eichen

Title: Senior Vice President and
Chief Financial Officer

**FREEDOM BROADCASTING OF NEW YORK,
INC., DEBTOR-IN-POSSESSION**

By: Mark M. Eichen

Title: Senior Vice President and
Chief Financial Officer

**FREEDOM BROADCASTING OF OREGON, INC.,
DEBTOR-IN-POSSESSION**

By: Mark M. Eichen

Title: Senior Vice President and
Chief Financial Officer

**FREEDOM BROADCASTING OF TEXAS, INC.,
DEBTOR-IN-POSSESSION**

By: Mark M. Eichen

Title: Senior Vice President and
Chief Financial Officer

Execution

**FREEDOM BROADCASTING OF TENNESSEE,
INC., DEBTOR-IN-POSSESSION**

By: Marc McLochen.

Title: Senior Vice President and
Chief Financial Officer

GARY R. CHAPMAN AS TRUSTEE

Execution

**FREEDOM BROADCASTING OF TENNESSEE,
INC., DEBTOR-IN-POSSESSION**

By: _____

Title:

GARY R. CHAPMAN AS TRUSTEE

A handwritten signature in cursive script, reading "Gary R. Chapman", is written over a horizontal line. The signature is fluid and extends slightly beyond the line on both sides.