

**AGREEMENT TO FORM AND TO CONTRIBUTE TO
AZAR FAMILY HOLDINGS, LLC**

THIS AGREEMENT TO FORM AND TO CONTRIBUTE PROPERTY TO
AZAR FAMILY HOLDINGS, LLC (this "Agreement") is entered into as of 6th of
July 2005, among Paul J. Azar, Jr., Barbara Azar, Susan Azar and Paul J. Azar, III
(collectively, "The Parties").

RECITALS:

- A. Paul J. Azar, Jr. and Barbara Azar are the sole members of Iberia Communications, L.L.C., a Louisiana limited liability company ("Iberia") which holds certain authorizations issued by the Federal Communications Commission ("FCC") and associated property.
- B. Susan Azar and Paul J. Azar, III each have expertise and experience in Louisiana business and marketing.
- C. The Parties desire by this Agreement to form Azar Family Holdings, LLC which will require (i) contributions of cash and effort from Susan Azar and Paul J. Azar, III and (ii) contributions of cash, property and effort from Paul J. Azar, Jr. and Barbara Azar, with the intention of the Parties that they will form the limited liability company for operation, maintenance and other disposition of the property currently owned by Iberia, all as more particularly set forth below.

The Parties agree as follows:

1. **Pre-Formation Conditions.** From the date of this Agreement until the formation of Azar Family Holdings, LLC, the Parties shall act diligently and in good faith reasonably to maintain and protect the property which they intend to contribute to Azar Family Holdings, LLC, including the assets of Iberia. The Parties' obligations to form Azar Family Holdings, LLC and to contribute to it are expressly subject to the condition precedent that each of the Parties shall individually provide evidence of his or her ability to contribute to Azar Family Holdings, LLC.
2. **Formation.** The Parties shall form a Louisiana limited liability company under the name Azar Family Holdings, LLC and such formation shall be evidenced by documentation provided by the Louisiana Secretary of State. In addition, at the time of formation of Azar Family Holdings, LLC, the Parties shall enter into an operating agreement for the limited liability company ("Operating Agreement").
3. **Conveyance of Property and Rights; Azar Family Holdings, LLC Assumption of Iberia Future Obligations and Liabilities.** As part of the formation of Azar Family Holdings, LLC: Paul J. Azar, Jr. and Barbara Azar shall jointly contribute ten thousand dollars (\$10,000) to Azar Family Holdings, LLC; Paul J. Azar, III, shall contribute ten thousand dollars (\$10,000) to Azar Family Holdings, LLC; Susan Azar shall contribute ten thousand dollars (\$10,000) to Azar

Family Holdings, LLC.

In addition to the forgoing, and as more particularly set forth in the Operating Agreement, Paul J. Azar, Jr. and Barbara Azar shall cause Iberia to contribute all of the property, assets, or liabilities of Iberia to Azar Family Holdings, LLC in exchange for member units. Azar Family Holdings, LLC shall be liable for all obligations relating to Iberia arising from and after the date of formation for Azar Family Holdings, LLC. Azar Family Holdings, LLC shall indemnify, defend, protect and hold harmless Iberia and all of its members and managers from and against all claims, actions, causes of action, damages, liabilities and costs (including without limitation attorneys' fees) relating to Iberia which arise after the date of such acquisition. It is the intention of the parties that the contribution of Iberia's property to Azar Family Holdings, LLC shall be a liquidating contribution pursuant to Section 721(a) of the Internal Revenue Code. Further such contribution shall be expressly subject to the FCC's prior consent to the assignment of the FCC authorizations to Azar Family Holdings, LLC from Iberia.

4. Miscellaneous.

4.1 Application of Law. This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Louisiana, without regard to its conflict of laws provision.

4.2 Amendments. This Agreement may not be amended except in writing.

4.3 Execution of Additional Instruments. Each of the Parties shall execute such other and further statements of interest and holdings, designations and other instruments as are necessary to comply with any laws, rules or regulations.

4.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless the context otherwise specifically requires, each reference to the word "including" shall mean "including without limitation."

4.5 Headings. The captions and headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

4.6 Costs of Dispute Resolution. In the event of any action or proceeding brought by any party against another under this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including attorneys' and experts' fees and expenses, in such action and proceeding in such amount as the court may adjudge reasonable. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments made or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues.

5. Waivers. The failure of any party to seek redress for default of or to insist upon the strict

performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

6. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the Parties may have.

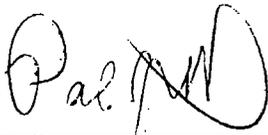
7. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

8. Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective legal representatives, successors and assigns.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

10. Entire Agreement. This Agreement supersedes all agreements previously made between the Parties hereto relating to its subject matter. There are no other understandings or agreements between them. It contains the entire agreement of the Parties. It may not be changed orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

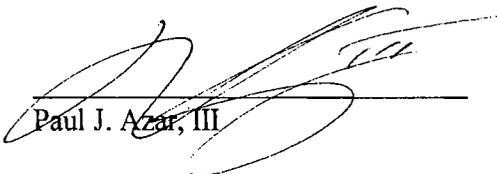
INTENDING TO BE BOUND, the parties hereto have caused their signatures to be set forth below on the day and year first above written.



Paul J. Azar, Jr.



Barbara Azar



Paul J. Azar, III



Susan Azar