

GUARANTY

This GUARANTY is made, effective as of _____, 2014, by London Broadcasting Company, Inc. a Delaware corporation (the “*Guarantor*”), in favor of Bluebonnet Communications LLC, a Texas limited liability company (“*Seller*”), and its permitted successors and assigns (individually, collectively and interchangeably, the “*Creditor*”), with respect to the obligations of KUIL Operating Company, LLC, a Delaware limited liability company (“*KUIL Operating*”), and KUIL License Company, LLC, a Delaware limited liability company (“*KUIL License*”) (KUIL Operating and KUIL License are individually, collectively and interchangeably referred to herein as the “*Debtor*” or the “*Debtors*”).

The Guarantor desires to induce Seller to loan to the Debtors the principal sum of \$1,810,000, as evidenced by the Non-Negotiable Promissory Note made by the Debtors in favor of Seller dated the date hereof (the “*Note*”), and subordinated to any Senior Debt (as defined in the Note).

1. In consideration of the foregoing matters, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, the Guarantor guarantees the payment and performance of all debts, obligations and liabilities of the Debtor to the Creditor arising pursuant to the Note, now due or hereafter falling due, falling due at maturity or upon acceleration (including, without limitation, the payment of principal and interest under the Note), together with all costs of collection, compromise or enforcement, including without limitation, reasonable attorneys’ fees incurred with respect to any such debts, obligations or liabilities or with respect to this Guaranty (all of the foregoing, collectively, the “*Obligations*”).

2. The Guarantor hereby agrees:

(a) that this Guaranty shall not be impaired by any modification, supplement, extension or amendment of the Note or any of the Obligations (other than any modification, supplement, extension or amendment not consented to in writing by the Guarantor that increases the principal or interest payable under the Note), nor by any modification, release or other alteration of any of the Obligations hereby guaranteed or of any security therefor, nor by any agreements or arrangements whatever with the Debtor or any one else;

(b) that the liability of the Guarantor hereunder is primary, direct and unconditional and may be enforced without requiring the Creditor first to resort to any other right, remedy or security;

(c) that the Guarantor waives any right of subrogation, reimbursement or indemnity whatsoever, and any right of recourse to security for any of the Obligations, unless and until all of the Obligations have been fully paid and performed;

(d) that if the Debtor or the Guarantor should at any time make a composition, trust mortgage or general assignment for the benefit of creditors, or if a proceeding under the United States Bankruptcy Code or any other state or federal bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally shall be filed or commenced by, against or in respect of the Debtor or the Guarantor, any and all obligations of the Guarantor shall, at the Creditor's option, immediately become due and payable without notice;

(e) that, if any payment to the Creditor which has been credited against any Obligation under the Note, is voided or rescinded or required to be returned by the Creditor, whether or not in connection with any event or proceeding described in Section 2(d), this Guaranty shall continue in effect or be reinstated as though such payment, transfer or recovery had not been made;

(f) that this Guaranty shall be construed as an absolute, unconditional, continuing and unlimited obligation of the Guarantor without regard to the regularity, validity or enforceability of any of the Obligations, and without regard to whether any Obligation is limited, modified, voided, released or discharged in any proceeding under the United States Bankruptcy Code or any other state or federal bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally;

(g) that this Guaranty may be terminated by the Guarantor only as of the date on which the Guarantor has received written notice from the Creditor stating that the Debtor has fully paid and performed all of the Obligations;

(h) that nothing shall discharge or satisfy the liability of the Guarantor hereunder except the full payment and performance by Guarantor or Debtor of all of the Obligations; and

(i) that any and all present and future debts and obligations of the Debtor to the Guarantor are hereby waived and postponed in favor of and subordinated to the full payment and performance of the Obligations.

3. The Guarantor hereby represents and warrants as follows:

(a) The Guarantor (i) is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware, and (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and to execute and deliver this Guaranty, and to consummate the transactions contemplated hereby.

(b) The execution, delivery and performance by the Guarantor of this Guaranty (i) has been duly authorized by all necessary action and (ii) does not and will not contravene its charter or by-laws, or any applicable law, regulation, rule, judgment, decree, order or contractual restriction.

(c) This Guaranty is a legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or by equitable principles.

4. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled.

5. This Guaranty, all acts and transactions hereunder, and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Texas, shall be binding upon the permitted successors and assigns of the Guarantor and shall inure to the benefit of the Creditor's permitted successors and assigns and to any subsequent holder of the Note. The Guarantor may not assign any of its rights or delegate any of its duties hereunder without the prior written consent of the Creditor. The Creditor may not assign any of its rights hereunder without the contemporaneous assignment of all of its rights under the Note in connection therewith.

6. All notices, requests, demands, letters, waivers and other communications required or permitted to be given under this Guaranty shall be in writing and shall be deemed to have been duly given if given pursuant to Section 13.3 of the Asset Purchase Agreement dated January 29, 2014 by and among the Debtors, the Creditor and the other Persons named therein (with the address for Creditor being the address for "Seller" thereunder and the address for Guarantor being the address for "Buyer" thereunder).

7. If a controversy should arise in the performance, interpretation or application of this Guaranty, either the Creditor or the Guarantor may serve on the other a written notice stating that such party desires to have the controversy reviewed by an arbitrator. If the parties cannot agree within fifteen (15) business days from the service of such notice on the selection of such arbitrator, an arbitrator shall be selected or designated by the American Arbitration Association. Arbitration of such controversy, disagreement or dispute shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association and the decision and award of the arbitrator so selected shall be binding on the Parties. The arbitration will be held in Dallas, Texas. The cost of any such arbitration shall be shared equally by the parties; *provided* that the arbitrator shall be authorized to enter as part of the award to any party an amount equal to such party's attorney's fees and other costs related to the arbitration. Except as provided by the arbitrator, each party shall pay its own costs incurred as a result of its participation in any such arbitration. Except as specifically provided in this paragraph, any arbitrator shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not make any ruling, finding or award that does not conform to the terms of this Guaranty. Any controversy or claim arising out of or related to this Guaranty which the parties are unable to resolve and which is not requested to be arbitrated as set forth above shall be submitted to the state or federal courts located in the State of Texas which shall

be the sole forums for the resolution of all disputes hereunder, to the jurisdiction of which both parties submit.

8. GUARANTOR AGREES TO WAIVE ITS RIGHTS TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS GUARANTY OR ANY DEALINGS AMONG THEM RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY. The scope of this waiver is intended to be all encompassing of any and all actions that may be filed in any court and that relate to the subject matter of this Guaranty, including, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The Guarantor acknowledges that this waiver is a material inducement to enter into a business relationship and that they will continue to rely on the waiver in their related future dealings. The Guarantor further represents and warrants that it has reviewed this waiver with its legal counsel, and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED ORALLY OR IN WRITING, AND THE WAIVER WILL APPLY TO ANY AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS GUARANTY. In the event of an action, this Guaranty may be filed as a written consent to trial by a court.

9. The Guarantor hereby agrees:

(a) That Debtors are wholly-owned subsidiaries of the Guarantor and that the Guarantor is deriving benefits giving rise to the Obligations, through its interest in the Debtors.

(b) The Guarantor will make each payment hereunder in lawful money of the United States of America and in immediately available funds to the Creditor at such address specified by the Creditor from time to time by written notice to the Guarantor.

(c) No amendment of any provision of this Guaranty shall be effective unless it is in writing and signed by the Guarantor and the Creditor, and no waiver of any provision of this Guaranty, and no consent to any departure by the Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Guarantor and the Creditor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(d) No failure on the part of the Creditor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Creditor provided herein are in addition to, and not exclusive of, any rights or remedies provided by law.

(e) Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent

of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) This Guaranty and the Note reflect the entire understanding of the transactions contemplated hereby and thereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed by an officer thereunto duly authorized, as of the date first above written.

LONDON BROADCASTING
COMPANY, INC.

By: _____

Name: _____

Title: _____