

TIME BROKERAGE AGREEMENT

This **TIME BROKERAGE AGREEMENT** (the "Agreement") is entered into as of the 7th day of November, 2002, by and among Telefutura, a Delaware corporation ("Programmer"), and Roberts Broadcasting Company of Denver, a Delaware corporation ("Licensee").

RECITALS:

WHEREAS, Licensee is the licensee, pursuant to authorizations issued by the Federal Communications Commission ("FCC"), of television station KTVJ(TV), Boulder, Colorado (the "Station"); and

WHEREAS, Programmer is experienced in broadcast ownership and operation; and

WHEREAS, during the term of this Agreement, Licensee wishes to retain Programmer to provide programming and related services for the Station, all in conformity with Station policies and procedures, FCC rules and policies for time brokerage arrangements, and the provisions hereof, and

WHEREAS, Programmer agrees to use the Station to broadcast such programming of its selection that is in conformity with all rules, regulations and policies of the FCC, subject to Licensee's authority to manage and control the operation of the Station; and

WHEREAS, Programmer and Licensee agree to cooperate to make this Agreement work to the benefit of the public and both parties and as contemplated by the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Time Sale. Subject to the provisions of this Agreement and to the applicable rules, regulations and policies of the FCC, Licensee agrees to make the Station's broadcasting transmission facilities available to Programmer for broadcast of Programmer's programs on the Station. Programmer will have the exclusive right to broadcast on the Station (including any paired DTV channel, the subcarriers, vertical blanking interval and any additional or changed authorizations or spectrum allocated to the Station in the future) up to twenty-four (24) hours of programming each day during the Term (as defined in Section 2 below); provided, however, that Licensee and Programmer shall consult and cooperate to ensure that the Programmer's programming includes such amounts and types of programming as are reasonably necessary to meet any and all programming requirements under the rules, regulations and policies of the FCC. Licensee, at its discretion in accordance with the terms hereof, may designate such time as it may require for the broadcast of programming necessary for the Station to broadcast news, public affairs and other non-entertainment programming in compliance with the rules, regulations and policies of the FCC. Programmer shall have the exclusive right to sell advertising to be placed in its programming broadcast on the Station and shall retain all revenues from such advertising sales. Programmer shall also retain all of (i) the Station's network compensation revenues, if any, (ii) any revenues received from any network or program supplier with respect to affiliation with such network or the broadcast of any particular program, (iii) revenues on account of the

granting by Programmer of Programmer's consent to the retransmission by any other medium of distribution of the programming, and (iv) all revenues from the sale of advertising time within the programming provided by Programmer accrued during the Term (defined below).

Programmer may sell advertising on the Station in combination with any other broadcast stations of Programmer's choosing.

2. Term. The term of this Agreement (the "Term") will commence on the earlier of (i) the day immediately following the termination date of the Affiliation Agreement between HSN and Licensee ("HSN Agreement") and (ii) February 23, 2003 (the "Effective Date"), and will continue until the earlier of (i) the date which is fifteen (15) years from the Effective Date; and (ii) the date on which this Agreement is terminated pursuant to Section 12 hereof. Licensee shall give Programmer written notice at least ten (10) business days prior to termination of the HSN Agreement and Programmer shall have no obligations hereunder until ten (10) business days after it has received such notice.

3. Consideration. As consideration for the airtime made available hereunder and Licensee's broadcast of programming hereunder during the Term, Programmer shall pay to Licensee the consideration set forth in Schedule 1 hereto.

4. Licensee's Responsibility for Expenses. Licensee shall be solely responsible for payment of the direct and indirect operating costs of the Station, including but not limited to: (a) salaries, payroll taxes, insurance and related costs of a General Manager, a Chief Operator, and other personnel employed by Licensee necessary for the operation of the Station; (b) insurance costs relating to owned assets and operations; (c) Licensee's own telephone, delivery and postal service; (d) income, gross receipts, sales, real property, personal property, excise and/or any other taxes of any nature whatsoever related to the ownership of Licensee's assets; (e) lease payments, power and other utility bills and maintenance costs for the Station's studio and tower facilities; (f) equipment maintenance and repair; and (g) all governmental fees. Licensee shall make all necessary payments in a timely fashion from its own accounts. Programmer shall be entitled to maintain facilities at the Station sufficient to perform its obligations under this Agreement without charge beyond the consideration set forth in Schedule 1 hereto.

5. Performance of Airtime Sold by Licensee and Airtime Trade Payables

(a) Programmer, at its election, may assume from Licensee, the rights, obligations and commitments made by Licensee prior to the Effective Date for programming and commercial advertising time to be aired on or after the Effective Date (collectively, "Licensee's Contracts"), and Programmer shall be entitled to any revenue stemming from its performance of Licensee's Contracts. In the event that such commercial advertising time was prepaid (in cash) to Licensee, Programmer shall be entitled to reimbursement for the value of such commercial advertising time and may set off against the fee due Licensee in the amount of any such reimbursement. Programmer shall have no obligation to assume any Licensee's Contracts nor air any programming or advertising under any Licensee's Contracts unless specifically assumed by Programmer in writing at the Effective Date. Licensee shall be liable for all costs, expenses, termination fees or penalties for all Licensee's Contracts not assumed by Programmer.

(b) Licensee hereby warrants that as of the Effective Date there will be no obligations or commitments of Licensee to be assumed by Programmer arising or to be performed after the Effective Date under any agreements for the sale of time on the Station in exchange for goods or services (collectively, "Trade Agreements").

6. Licensee's Authority. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Station during the Term, including specific control over the Station's finances, personnel and programming. Licensee shall be responsible for any programming it furnishes for broadcast on the Station, and Licensee shall retain the right to interrupt or preempt Programmer's programming at any time if Licensee reasonably determines the programming is not in the public interest or violates this Agreement, or in case of an emergency or Emergency Alert System ("EAS") activation, or for the purpose of providing programming which Licensee determines to be of greater national, regional or local importance; provided, however, that any revenues realized by Licensee as a result of such interruption or preemption shall promptly be remitted to Programmer, and further provided that Licensee shall not exercise such authority for economic benefit or for the purpose of interfering with Programmer's economic benefits to be derived from the performance of this Agreement. In the event Licensee shall interrupt or preempt Programmer's programming as described above, Programmer may elect to reduce its accrued payments due Licensee pursuant to Section 3 by the amount of all advertising revenue and programming time lost by Programmer. Programmer will properly prepare and furnish to Licensee such information, records and reports in sufficient detail as is necessary to enable Licensee to comply with all rules and policies of the FCC or any other government agency.

7. Programming Policies.

(a) Payola. Programmer agrees that it and its employees will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Communications Act of 1934, as amended (the "Act") and FCC requirements. Programmer agrees, at the request of the Licensee, to execute and provide Licensee with a Payola Affidavit from each of its employees involved with the Station in the form attached hereto as Schedule 2.

(b) Children's Television Advertising. Programmer agree that it will not broadcast advertising within programs originally designed for children aged 12 years and under in excess of the amounts permitted under applicable FCC rules, and will take all steps necessary to pre-screen children's programming broadcast during the hours it is providing such programming, to establish that advertising is not being broadcast in excess of the applicable FCC rules.

(c) Children's Programming. Programmer agrees that it will provide all programming necessary to comply with the children's programming requirements as specified by the FCC.

(d) Political Advertising. Programmer will provide, make available to, and shall sell time to, political candidates in strict compliance with the Act, and the rules, regulations and policies of the FCC, including without limitation the equal time and lowest unit rate provisions of the Act. Licensee shall have ultimate authority over the Station's political broadcasting practices to ensure compliance with the FCC's political broadcasting rules and policies. Licensee shall promptly supply to Programmer, and Programmer shall promptly supply to Licensee, upon request, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with FCC rules, regulations and policies. Programmer shall clear with Licensee the rates to be charged political candidates for public office to be sure that the rate is in conformance with applicable law and policy. Programmer shall provide Licensee with access to all its books and records regarding the pricing of advertising sold on the Station as necessary for Licensee to confirm that the political rate is correct. In the event that it is necessary for Licensee to make time directly available to political candidates in order to comply with the provisions of the Act, Programmer shall immediately relinquish such amounts of time as Licensee shall require, and Licensee shall promptly pay to Programmer all advertising revenues realized thereby.

8. Licensee's Representations, Warranties and Covenants. Licensee represents, warrants and covenants to Programmer that:

(a) Qualification. Licensee is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Licensee.

(b) Authorizations. Licensee now holds all permits and authorizations necessary for the operation of the Station including all FCC permits and authorizations. Licensee will continue to hold such permits and authorizations throughout the Term. There is not now pending or to Licensee's knowledge, threatened, any action by the FCC or other party to revoke, cancel, suspend, refuse to renew, or modify adversely any of the licenses, permits or authorizations necessary to the operation of the Station, and no event has occurred that allows or, after notice or lapse of time or both, would allow, the revocation or termination of such licenses, permits or authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station as presently conducted. The Station licenses have been renewed by the FCC for a full license term without conditions.

(c) No Violation. Licensee is not in material violation of any statute, ordinance, rule, regulation, order or decree of any federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which material default or violation would have an adverse effect on Licensee or Programmer or its assets or on Licensee or Programmer's ability to perform this Agreement.

(d) Compliance. Licensee shall be responsible for the Station's compliance with all applicable provisions of the Act and the rules, regulations and policies of the FCC and all other applicable laws and for all costs and expenses in connection therewith.

(e) Transmitting Facilities. The transmitting facilities of the Station are currently maintained and shall be maintained in accordance with good engineering practice and all

applicable FCC rules and regulations. The Station currently complies with and shall continue to comply with all engineering requirements as set forth in its FCC authorizations, and Licensee shall take all steps reasonably necessary to ensure continued compliance therewith. The Station shall be operated in such a fashion as to transmit (except at such time where reduction of power is routine or during emergency maintenance activities), at the Station's current maximum authorized transmitter power and Effective Radiated Power, with an antenna center of radiation at its full authorized height above ground and above average terrain. Licensee shall consult with Programmer prior to seeking any modification to the licenses of the Station, and shall not modify the facilities of the Station in any manner that would result in a material reduction in the signal coverage of the Station. Licensee shall maintain in good working order and repair the Station's equipment used in connection with the broadcast of the Station's program material consistent with past practices, and shall bear full and exclusive responsibility for all expenditures that may be necessary in order to maintain the Station's equipment in such good working order and repair, as well as any costs to construct the Station's DTV facilities as authorized by the FCC .

(f) Employees. Licensee shall retain, on a full time basis, a General Manager for the Station who shall direct the day-to-day operation of the Station, and a Chief Operator for each Station as that term is defined by the rules and regulations of the FCC (who may also hold the position of Chief Engineer) who shall be responsible for ensuring compliance by each Station with the technical operating and reporting requirements established by the FCC.

(g) Main Studio. Licensee shall maintain a main studio, as that term is defined by the rules and regulations of the FCC, within the primary service contour of the Station. Licensee shall maintain an appropriate public inspection file and shall, from time to time, place such documents in that file as may be required by present and future FCC rules and regulations.

(h) Emergency Broadcasting. Licensee shall maintain appropriate EAS receiver, tone generators, and such other equipment as may be required to conform to FCC rules and regulations.

(i) No Encumbrances. Throughout the Term, there shall be no liens, encumbrances, foreclosures, contractual defaults or outstanding balances of any kind or nature whatsoever which would impede or prevent full and complete access to and use of the facilities of the Station for the transmission of Programmer's programming, and the full performance by Licensee and by Programmer of their obligations under this Agreement.

(j) No Taxes. As of the effective date hereof, there are no outstanding balances due to tax authorities for employment, personal or real property, income or other taxes or fees of any nature whatsoever.

(k) Prompt Payment of Expenses. Licensee shall promptly pay when due any and all expenses or obligations of any kind and nature relating to the operation of the Station, and shall take all steps necessary to ensure the continued uninterrupted use of that equipment and those facilities by Programmer.

9. Programmer's Representations, Warranties and Covenants. Programmer represents, warrants and covenants to Licensee that:

(a) Qualification. Programmer is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Programmer.

(b) Compliance. All of the programming, advertising and promotional material Programmer broadcasts on the Station shall be in material accordance with the rules, regulations and policies of the FCC and the Act and the reasonable standards established by Licensee.

(c) Station Identification. Programmer shall cooperate with Licensee to ensure that all required Station Identification announcements are broadcast as required by the FCC rules and regulations.

(d) Emergency Broadcasting. Programmer shall cooperate with Licensee to ensure that all required EAS announcements are broadcast as required by the FCC rules and regulations.

(e) Correspondence. Programmer shall promptly forward to Licensee any mail which it may receive from any agency of government or any correspondence from members of the public relating to the Station or to any of Programmer's programming broadcast on the Station.

10. Right to Use Programs. The right to use Programmer's programs and to authorize their use in any manner and in any media whatsoever shall be, and remain, vested in Programmer.

11. Indemnification

(a) By Programmer. To the extent permitted by law, Programmer shall indemnify and hold Licensee, and Licensee's subsidiaries, affiliates and their respective directors, officers, shareholders, managers and employees harmless from and against any and all claims, losses, costs, liabilities, damages and expenses of every kind, nature and description arising out of or resulting from Programmer's broadcasts pursuant to this Agreement.

(b) By Licensee. To the extent permitted by law, Licensee shall indemnify and hold Programmer, and Programmer's subsidiaries, affiliates and their respective directors, officers, shareholders, managers and employees harmless from and against any and all claims, losses, costs, liabilities, damages and expenses of every kind, nature and description arising out of or resulting from (i) programming originated by Licensee, (ii) any action taken by Licensee or its employees in connection with the operation of the Station; or (iii) any other action or omission of Licensee.

(c) Notice. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this Section 11 unless such claim for indemnification is asserted in writing delivered to the other party, and, where such claim, loss, cost, liability, damage or defense involves a legal action, the party against whom indemnification is sought has been given written notice sufficiently in advance to permit such party to defend, contest, or compromise such action at its own cost and risk.

(d) Survival. The obligation of Programmer and Licensee to indemnify and hold each other harmless as set forth in this Agreement shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations as to the parties hereto and to claims of third parties.

12. Termination.

(a) Grounds. In addition to any other remedies available at law or equity, this Agreement may be terminated as set forth below by either Licensee or Programmer by written notice to the other, if the party seeking to terminate is not then in material default or breach of this Agreement, upon the occurrence of any of the following:

(i) This Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(ii) The other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days of written notice from the non-breaching party;

(iii) The mutual consent of both parties;

(iv) The other party shall make a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, 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 within sixty (60) days thereof; or

(v) There has been a change in FCC rules, policies or case law precedent that would cause this Agreement or any provision thereof to be in violation thereof and such change is not the subject of an appeal or further administrative review.

(b) Effect of Termination. Upon termination of this Agreement, the payments provided for hereunder shall be prorated to the effective termination date of this Agreement.

(c) No Release of Liability Through Termination. No termination pursuant to this Section 12 shall relieve any party of liability it would otherwise have for breach of this Agreement.

(d) Renegotiation Upon FCC Action. Notwithstanding anything herein to the contrary, if the FCC shall determine that this Agreement is inconsistent with Licensee's obligations as the holder of the FCC authorizations for the Station, or is otherwise contrary to FCC policies, rules, and regulations, or if regulatory or legislative action subsequent to the date hereof shall alter the permissibility of this Agreement under the Act or under the FCC's rules, regulations, and policies, the parties shall renegotiate this Agreement in good faith and shall modify this Agreement in a manner that will cure the departure from statute, rule, regulation, or policy and that will maintain the balance of benefits and burdens to Programmer and Licensee

provided in this Agreement in its current form. If, after such good-faith negotiations, either party shall determine that modifying this Agreement in order to cure the departure from statute, rule, regulation, or policy without materially changing the balance of benefits and burdens to Licensee and Programmer provided in this Agreement in its current form shall not be possible, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, unless the FCC specifies that this Agreement must be terminated sooner, or may remain in effect longer, in which event this Agreement shall continue to be effective for such period.

13. Force Majeure. Programmer will be excused from performing the services under this Agreement and will have no liability to Licensee for any period it is prevented from performing the services, in whole or in part, as a result of delays caused by an act of God, war, terrorist event, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including failures or fluctuations in electrical power or telecommunications or, in the event that Programmer obtains any services from a third party, the failure of such third party to provide such services, or the misconduct or negligence of such party in providing such services. Additionally, in the event the force majeure period continues for six consecutive months, either party may terminate this Agreement on written notice given by the terminating party at least five days before the proposed termination date, so long as the terminating party is not in material default or breach of this Agreement at the time of such termination.

14. Amendments; Waivers. This Agreement and any Exhibit or Schedule attached hereto may be amended only by agreement in writing of all parties. No waiver of any provision nor consent to any exception to the terms of this Agreement will be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

15. Integration. This Agreement, together with all Exhibits and Schedules hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

16. Best Efforts; Commercially Reasonable Efforts. As used in this Agreement, neither the term "best efforts" nor the term "commercially reasonable efforts" means efforts that require the performing party to do any act that is unreasonable under the circumstances, to make any capital contribution or to expend any funds other than reasonable out-of-pocket expenses incurred in satisfying its obligations hereunder, including but not limited to the fees, expenses and disbursements of its accountants, actuaries, counsel and other professionals.

17. Governing Law. This Agreement, the legal relations between the parties and any action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflicts of law principles thereof, except to the extent that certain matters are preempted by federal law or are governed as a matter of controlling law by the law of the jurisdiction of organization or incorporation of the respective parties.

18. Assignment. Neither this Agreement nor any rights or obligations hereunder are assignable (by operation of law or otherwise), except that Programmer may assign its rights

hereunder to any subsidiary or affiliate of Programmer; provided, however, that Programmer will not be released from any liabilities or obligations hereunder and Programmer and any such subsidiary or affiliate of Programmer will be jointly and severally liable for the liabilities or obligations of Programmer hereunder.

19. Headings. The descriptive headings of the sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

20. Counterparts. This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts will constitute one and the same agreement (or other document) and will become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other party.

21. Parties in Interest. This Agreement will be binding upon and inure to the benefit of each party, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation of any third party to (or to confer any right of subrogation or action over against) any party to this Agreement.

22. Notices. All notices and other communications given or made pursuant hereto must be in writing and will be deemed to be effective (a) if given by telecommunication, when transmitted to the applicable telecopier number specified in (or pursuant to) this Section 22 and an appropriate answerback has been received, (b) if given by mail, three (3) days after such communication has been deposited in the mails with first class postage prepaid, addressed to the applicable address specified below, or (c) if given by any other means, when actually delivered at the applicable address specified below:

If to Programmer, addressed to:

Telefutura
1999 Avenue of the Stars, Suite 3050
Los Angeles, California 90067
Attention: C. Douglas Kranwinkle
Fax No: (310) 556-3568
Email: dkranwinkle@univision.net

With a copy to:

Shaw Pittman LLP
2300 N Street, N.W.
Washington, DC 20037
Attention: Scott R. Flick
Fax No: (202) 663-8007
Email: scott.flick@shawpittman.com

If to Licensee, addressed to:

Roberts Broadcasting Company of Denver
1408 North Kingshighway, Suite 300
St. Louis, MO 63113
Attention: Michael Roberts
Fax No: (314) 367-0174
Email: rramvrsr@aol.com

With a copy to:

Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, MO 63102-2740
Attention: Joseph S. Von Kaenel
Fax No: (314) 621-2299
Email: jvonkaenel@armstrongteasdale.com

or to such other address or to such other Person as either party has last designated by such notice to the other party.

23. Waiver. No failure on the part of any party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

24. Attorneys' Fees. In the event of any action for the breach of this Agreement or misrepresentation by any party, the prevailing party will be entitled to reasonable attorney's fees, costs and expenses incurred in such action. Attorneys' fees incurred in enforcing any judgment in respect of this Agreement are recoverable as a separate item. The parties intend that the preceding sentence be severable from the other provisions of this Agreement, survive any judgment and, to the maximum extent permitted by law, not be deemed merged into such judgment.

25. Representation By Counsel; Interpretation. Programmer and Licensee each acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement. Accordingly, any rule of law, or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Agreement will be interpreted in a reasonable manner to effect the intent of Programmer and Licensee. Unless the context otherwise requires, (a) a term has the meaning assigned to it, (b) "or" is not exclusive, (c) words in the singular include the plural, and words in the plural include the singular, (d) "herein," "hereof" and other words of similar import refer to this Agreement as a whole and not to any particular section, subsection, paragraph, clause, or other subdivision, (e) except as expressly provided in the applicable cross-reference, all references to "Section," "Schedule" or "Exhibit" refer to the particular Section, Schedule or Exhibit in or attached to this Agreement, and (f) "including" and "includes," when following any general provision, sentence, clause,

statement, term or matter, will be deemed to be followed by “, but not limited to,” and “, but is not limited to,” respectively.

26. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any governmental entity, the remaining provisions of this Agreement to the extent permitted by law will remain in full force and effect provided that the intent and purpose of the parties are not frustrated thereby. To the extent permitted by law, the parties hereby to the same extent waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

27. Mandatory Carriage/Retransmission Consent. Licensee shall consult with Programmer prior to making any election of mandatory carriage rights or retransmission consent pursuant to Section 76.64 of the FCC’s rules and regulations and the provisions of the Cable Television Consumer Protection and Competition Act of 1992.

28. Digital Spectrum. The FCC has authorized spectrum to Licensee for digital television service (“DTV Spectrum”). Programmer shall have the right to utilize the DTV Spectrum in accordance with the rules and regulations of the FCC. Notwithstanding the foregoing, any spectrum fees or other charges for the use of the DTV Spectrum shall be the responsibility of Licensee.

29. Certifications. Programmer certifies that this Agreement complies with the FCC’s multiple ownership rules, 47 C.F.R. §73.3555, specifically including paragraphs (b) through (d) thereof. Licensee certifies that it maintains, and shall continue to maintain during the term of this Agreement, ultimate control over the Station’s facilities, including specific control over the Station’s finances, personnel and programming.

IN WITNESS thereof, the parties hereto have executed this Agreement as of the date first above written.

**LICENSEE: ROBERTS BROADCASTING
COMPANY OF DENVER**

By: _____
Name:
Title:

PROGRAMMER: TELEFUTURA

By _____
Name:
Title:

Schedule 2

FORM OF PAYOLA AFFIDAVIT

City of _____)
County of _____) SS:
State of _____)

ANTI-PAYOLA AFFIDAVIT

_____, being first duly sworn, deposes and says as follows:

1. He is _____ for _____.
2. He has acted in the above capacity since _____.
3. No matter has been broadcast by _____ (the "Station"), for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by him from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
4. So far he is aware, no matter has been broadcast by the Station for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by the Station or by any independent contractor engaged by the Station in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
5. He will not pay, promise to pay, request, or receive any service, money, or any other valuable consideration, direct or indirect, from a third party, in exchange for the influencing of, or the attempt to influence, the preparation or presentation of broadcast matter on the Station.
6. Nothing contained herein is intended to, or shall prohibit receipt or acceptance of anything with the expressed knowledge and approval of my employer, but henceforth any such approval must be given in writing by someone expressly authorized to give such approval
7. The facts and circumstances relating to such interest are none _____ as follows _____:

Affiant

Subscribed and sworn before me
this ____ day of _____, 20____.

Notary Public

My Commission expires: _____