

## **VOTING TRUST AGREEMENT AMENDMENT**

This Voting Trust Agreement Amendment ("Amendment") is made as of \_\_\_\_\_, 2001, at Houston, Texas, by and among HUMANITY INTERESTED SERVICES, INC., a Texas non-profit corporation (hereafter referred to as "Original Certificate Holder"), CHRIST'S CHURCH OF CONROE, INC., a Texas non-profit corporation (the "Successor Certificate Holder"), MONTGOMERY COUNTY MEDIA NETWORK, INC., a Texas Corporation (the "Company"), and RHONDA SALVIDAR, CHARLES D. JOHNSON, JR. and CHARLES D. JOHNSON, SR., or the survivors or survivor of them (hereafter collectively referred to as the "Trustees"), for the purpose of amending the Voting Trust that covers all of the issued and outstanding Shares of Common Stock, \$1.00 par value, of the Company.

### **RECITAL**

1. The Original Certificate Holder wanted to place 3,000 shares of the Company (the "Shares") in a Voting Trust. The Shares were and are all of the shares of the Company owned by the Original Certificate Holder and were and are all of the issued and outstanding shares of stock of the Company. On January 26, 1999, the Original Certificate Holder, the Trustees and the Company executed a Voting Trust Agreement ("Agreement"), a copy of which is attached hereto, pursuant to which the Original Certificate Holder has assigned to the Trustees all of the Shares and the Trustees have issued and delivered to the Original Certificate Holder a Trust Certificate for the number of such Shares transferred to the Trustees.
2. The Original Certificate Holder wishes to donate all its shares in the Company to the Successor Certificate Holder.
3. The Successor Certificate Holder desires to continue the Voting Trust, to place the shares in the Voting Trust and affirm the rights and obligations created thereunder.
4. The Successor Certificate Holder desires to extend the term of the Voting Trust.

### **AMENDMENTS**

1. The Successor Certificate Holder hereby assumes all rights, duties and obligations of the Original Certificate Holder contained in the Agreement. Each place that "Certificate Holder" appears in the Agreement shall hereafter refer to the Successor Certificate Holder. In accordance with Paragraph 1 of the Agreement, the Successor Certificate Holder is concurrently herewith assigning and delivering the Shares, duly endorsed for transfer, to the Trustees, who shall cause the Shares to be transferred to them, as Trustees, on the books of the Company. The Trustees are

concurrently issuing a revised Voting Trust Certificate to the Successor Certificate Holder that certifies that the Successor Certificate Holder has transferred 3,000 shares of the Company's stock to them and that such shares are to be held pursuant to the terms of the Agreement, as modified by this Amendment.

2. Paragraph 6 of the Agreement is amended to read as follows:

6. Termination of Trust. This Agreement shall terminate upon the earliest to occur of (i) the dissolution of the Company; (ii) upon the death or inability to serve of the last of the Trustees designated herein or (iii) January 26, 2009. Upon the occurrence of any of the three events of termination specified in the immediately-preceding sentence, the Trustees must take all steps necessary to file an application with the Federal Communications Commission (FCC) for transfer of control within the term of this trust. Termination of the trust is subject to the prior approval of the FCC if required at the time of termination. If FCC approval is required, this trust shall not terminate until the FCC approves the termination of the trust. Upon termination of this Agreement, the Certificate Holder shall surrender its Trust Certificate to the Trustees, and the Trustees shall deliver to the Certificate Holder shares of the stock of the Company properly endorsed for transfer, equivalent to the amount of shares represented by the Trust Certificates surrendered. In the event that any Trust Certificate has been assigned, the signature of the assignor must be guaranteed by a national banking institution.

3. Other than as amended hereby, the Agreement remains in full force and effect.

EXECUTED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**TRUSTEES:**

\_\_\_\_\_  
RHONDA SALDIVAR

\_\_\_\_\_  
CHARLES D. JOHNSON, JR.

\_\_\_\_\_  
CHARLES D. JOHNSON, SR.

**ORIGINAL CERTIFICATE HOLDER:**

HUMANITY INTERESTED SERVICES, INC.

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_ Shares

**SUCCESSOR CERTIFICATE HOLDER:**

CHRIST CHURCH OF CONROE, INC.

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_ Shares

**COMPANY:**

MONTGOMERY COUNTY MEDIA NETWORK, INC.

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_ Shares