

## TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this "Agreement") is made and entered into as of December 21, 2001 by and between EAGLE CREEK BROADCASTING, LLC ("Broker"), and K-SIX TELEVISION, INC., a Texas corporation ("K-Six") and CORPUS CHRISTI BROADCASTING, INC., a Texas corporation ("Corpus Christi" and together with K-Six, the "Licensee");

WHEREAS, Broker is in the business of producing and transmitting news, sports, informational, public service, and entertainment programming and associated advertising; and

WHEREAS, K-Six holds the Federal Communications Commission ("FCC") licenses to operate commercial television broadcast stations KVTU (TV), Laredo, Texas and KZTV (TV), Corpus Christi, Texas, and the FCC construction permits to build digital television stations KVTU-DT, Laredo, Texas and KZTV-DT, Corpus Christi, Texas;

WHEREAS, Corpus Christi holds the FCC license to operate commercial AM radio station KSIX (AM), Corpus Christi, Texas (stations KVTU (TV), KVTU-DT, KZTV (TV), KZTV-DT, and KSIX (AM) are referred to, collectively, as the "Stations");

WHEREAS, Broker desires to provide programming to be transmitted on the Stations pursuant to the provisions hereof and the applicable rules and regulations of the FCC; and

WHEREAS, Licensee desires to accept and to transmit programming supplied by Broker on the Stations, while maintaining control over the Stations and continuing to broadcast Licensee's own public-interest programming on the Stations;

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants, and agreements of the parties contained in this Agreement, the parties hereto, intending to be legally bound, do hereby agree as follows:

### ARTICLE I

#### PROGRAMMING

I.1 Brokered Programming. Broker will provide for transmission by the Stations, at Broker's expense, news, sports, informational, and entertainment programming, and associated advertising, promotional, and public-service programming and announcement matter sufficient to program the Stations on a daily basis throughout the Term, as hereinafter defined (the "Brokered Programming"), subject to Paragraphs 1.02 and 1.03 hereof. All Brokered Programming and its transmission by the Stations shall be subject to the supervision and control of Licensee, and Broker shall not, in any material respect, change the programming format of the Stations without the prior written consent of Licensee.

I.2 Licensee Programming. Licensee will retain sole responsibility for the ascertainment of the problems, issues, concerns, and needs of the Stations' communities of license and service areas, including specifically the problems, issues, concerns, and needs of the children therein for educational and informational programming. Licensee will regularly communicate to Broker the results of Licensee's ascertainment of such problems, issues, concerns, and needs. The Brokered Programming will include programming which responds to the problems, issues, concerns, and needs ascertained by Licensee. Licensee shall have the right and the obligation to broadcast such additional programming, either produced or purchased by Licensee, as Licensee shall determine to be appropriate in order to respond to the ascertained problems, issues, concerns, and needs (the "Licensee Programming"). Such Licensee Programming shall be broadcast at times agreed to by Broker and Licensee; provided, however, that in the absence of such agreement, Licensee may delete or pre-empt, in Licensee's sole discretion, any Brokered Programming for the purpose of transmitting such Licensee Programming.

I.3 Additional Licensee Obligations.

(a) Although Licensee and Broker shall cooperate in the broadcast of emergency information over the Stations, Licensee shall retain the right to interrupt, pre-empt, or delete the Brokered Programming in case of an emergency or for programming which, in the good faith judgment of Licensee, is of greater local or national public importance than the Brokered Programming so interrupted, pre-empted, or deleted.

(b) Licensee shall coordinate with Broker the Stations' hourly station identification and any other announcements required to be presented by the FCC's rules and regulations.

(c) Broker shall cooperate with Licensee in ensuring compliance with the FCC's rules and requirements governing uses of the Stations' facilities by legally qualified candidates for election to public office, including compliance with Licensee's obligation to provide reasonable access to use the Stations' facilities by legally qualified candidates for election to federal public offices; to comply with the lowest unit charge provisions of Section 315 of the Act; and to provide a Political Disclosure Statement to potential political advertisers. Broker will provide Licensee with copies of any material setting forth terms and/or conditions for the availability of political advertising time on the Stations in advance of the public dissemination of such material.

I.4 Broadcast Station Programming Policy Statement. Licensee has adopted a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Exhibit A attached hereto and incorporated by reference. The Policy Statement may be amended from time to time by Licensee, upon notice to Broker. Broker agrees and covenants to comply in all material respects with the Policy Statement, with all rules and regulations of the FCC, and with all changes subsequently made by Licensee to the Policy Statement or by the FCC to its rules and regulations. Broker shall furnish or shall cause to be furnished the artistic personnel and material for the Brokered Programming as provided in this Agreement, and all Brokered Programming shall be prepared and presented in conformity with the rules,

regulations, and policies of the FCC and with the Policy Statement set forth in Exhibit A hereto. All advertising spots and promotional material or announcements shall comply with applicable federal, state, and local regulations and policies and the Policy Statement, and shall be produced in accordance with quality standards established by Broker. If Licensee shall determine that any Brokered Programming supplied by Broker is for any reason, within Licensee's sole discretion, unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement, Licensee may, upon written notice to Broker (to the extent that time shall permit such notice) require Broker to alter the Brokered Programming and, in the absence of such alteration to Licensee's satisfaction on a timely basis, suspend or cancel such Brokered Programming and substitute Licensee's own programming or require Broker to provide suitable programming, commercial announcements, or other announcements or promotional material.

I.5 Broker Compliance with Copyright Act. Broker represents and warrants to Licensee that Broker has full authority to broadcast the Brokered Programming on the Stations, and that Broker shall not broadcast any material in violation of the Copyright Act. All music supplied by Broker shall be: (i) licensed by ASCAP, SESAC, or BMI; (ii) in the public domain; or (iii) cleared at the source by Broker. Licensee will maintain ASCAP, SESAC, and BMI licenses, as necessary. The right to use the Brokered Programming and to authorize its use in any manner shall be, and shall remain, vested in Broker.

I.6 Sales. During the Term of this Agreement, Broker shall retain all of (i) the Stations' network compensation revenues, if any, (ii) any promotion-related revenues received from any network or program supplier with respect to affiliation with such network or the broadcast by the Stations as part of the Brokered Programming of any particular program, (iii) revenues on account of the granting by Broker of Broker's consent to the retransmission by any other medium of distribution of the Brokered Programming, and (iv) all revenues from the sale of advertising time within the Brokered Programming provided by Broker for broadcast by the Stations. Broker may sell advertising on the Stations in combination with any other broadcast stations of Broker's choosing. Broker shall be responsible for the payment of commissions due to any national sales representative engaged by Broker for the purpose of selling national advertising which is carried during the Brokered Programming. Unless otherwise agreed between the parties, Licensee shall retain all revenues from the sale of the Stations' advertising during the Licensee Programming, and Broker shall have no obligation to use its personnel or resources to sell such time. Licensee and Broker each shall have the right, at its own expense, to seek copyright royalty payments for its own programming.

I.7 Payola. Broker agrees that it will not accept, and will not permit any of its employees to 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 Broker and merchants or advertisers, unless the payor is identified in the program for which the 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.

## ARTICLE II OPERATIONS

### II.1 Compliance With FCC Regulations.

(a) Licensee will have full authority, power, and control over the management and operations of the Stations during the Term of this Agreement, as hereinafter defined. Licensee will bear all responsibility for the Stations' compliance with all applicable provisions of the Act, and the rules, regulations, and policies of the FCC, including all technical regulations governing the operation of the Stations, all programming content requirements, the maintenance of a main studio, providing a meaningful managerial and staff presence at the main studio, the ascertainment of and programming in response to community problems, issues, concerns, and needs (including the problems, issues, concerns, and needs of children), political programming laws and regulations, sponsorship identification rules, lottery and contest regulations, maintenance of the Stations' public and political files, compiling quarterly lists of ascertained problems, issues, concerns, and needs and responsive programming broadcast by the Stations, compiling quarterly or annual lists of the problems, issues, concerns, and needs of children and responsive programming broadcast by the Stations, compiling quarterly documentation of compliance with commercial limits applicable to certain children's television programming, and the broadcast of children's programming in compliance with the Act and the Rules of the FCC, maintaining employment records for the Stations, and all other FCC requirements and duties. Broker shall, upon request by Licensee, provide Licensee with such information concerning Broker's programs and advertising as is necessary to assist Licensee in the preparation of such lists and documentation or to enable Licensee to verify independently the Stations' compliance with the Children's Television Act or any other laws, rules, regulations, or policies applicable to the Stations' operation.

(b) It is hereby agreed that at a minimum, Licensee will employ one (1) person on a full-time basis in a management-level capacity at the main studio of each Station, and a second (2nd) person on either a full-time or a part-time basis in either a management-level capacity or other capacity at the main studio of each Station who will direct the day-to-day operations of such Station, who will report to and be accountable to the applicable Licensee and none of whom will be a Leased Employee (as defined below).

II.2 Provision of Programming. Subject to Licensee's control and supervision, Broker shall provide the Brokered Programming and shall be responsible for implementing its transmission by the Stations. To the extent that Broker shall reasonably request the use of tangible assets of the Station that are owned or leased by Licensee in order to enable Broker to fulfill its obligations under this Agreement, Licensee shall make the use of such assets reasonably available to Broker at no cost to Broker except as otherwise provided herein.

### II.3 Station Staffing.

(a) Subject to regulatory requirements, each Licensee shall have sole discretion to make and effectuate all staffing and personnel decisions involving employees or independent contractors employed or retained by such Licensee in connection with the operation of such Licensee's Station (each a "Station Employee" and collectively the "Station Employees"). Broker shall have no control or right of review whatsoever over any decision by a Licensee to hire or to dismiss any Station Employee.

(b) Broker's employees shall be solely accountable to Broker. Each Licensee shall employ and shall be solely responsible for each Station's personnel necessary for the discharge by each Licensee of the obligations of such Licensee under this Agreement, and each Licensee shall be responsible for the wages, salaries, other compensation and employee benefits, taxes and related costs of such personnel. The Station Employees shall be solely accountable to Licensee except as provided below.

(c) From and after the Commencement Date (as defined below), each Licensee will use its best efforts to make available to Broker all those Station Employees for the applicable Station listed on Exhibit B attached hereto and incorporated by reference and any other Station Employees as the respective Licensee and Broker shall agree (each of whom shall be a "Leased Employee" and collectively the "Leased Employees") until the earliest of (i) the date such Leased Employee's employment with the respective Licensee terminates, (ii) the Termination Date or (iii) the Broker gives the applicable Licensee notice to the effect that such Leased Employee shall cease to be a Leased Employee. Notwithstanding the employer/employee relationship which exists between the Leased Employees and the applicable Licensee, Broker will, subject to applicable FCC rules, regulations and policies, have the authority to supervise, direct and control the Leased Employees to the extent necessary for Broker to fulfill its rights and obligations under this Agreement. Each Leased Employee shall receive the same benefits and other consideration from the applicable Licensee to which such employee would have been entitled had such employee not been a Leased Employee.

(d) To the extent such information is required to comply with the requirements set forth in this Agreement, Broker agrees to provide each Licensee such non-confidential information as each Licensee may reasonably request concerning Broker's recruitment, hiring or employment practices in connection with Broker's provision of the brokered programming to the Stations.

II.4 Station Maintenance and Digital TV. Licensee shall maintain in good working order and repair the Station's equipment used in connection with the broadcast of the Stations' program material, and shall bear full and exclusive responsibility for all expenditures that may be necessary in order to maintain the Stations' equipment in good working order and repair; provided, however, that Broker shall be responsible for the costs and expenses of repairing or replacing any equipment of the Stations which is

lost or damaged as a result of Broker's action or inaction or which is owned or leased by Broker. Licensee shall apply to the FCC for any available extension of the deadline for the Stations conversion and capability to broadcast digital television in accord with FCC rules and regulations. Notwithstanding the foregoing, Licensee shall take all necessary steps to comply with all FCC requirements to ensure that the construction permits for KZTV-DT and KVTv-DT are maintained in full force and effect. At such time during the Term that a capital equipment purchase or contractual commitment to a capital equipment purchase becomes unavoidable, in Licensee's reasonable opinion, in order to comply with a pending FCC deadline to convert to digital television broadcasting, then Licensee shall notify Broker of such fact, including reasonable detail of the equipment to be purchased, and the expense of such equipment purchase and conversion to digital television shall be deemed to be, and shall be included in, the operating expenses incurred in the ordinary course of business of the applicable Station for purposes of this Agreement. If equipment purchases and construction become unavoidable to maintain the construction permits for KZTV-DT and KVTv-DT in full force and effect, then the Licensee shall engage the services of a consultant agreed to by both the Licensee and the Broker to oversee the contemplated construction and purchases. Licensee and Broker agree that if the current deadline for the Stations' conversion and capability to digital broadcast is not extended, then on March 1, 2002, capital equipment purchases or commitments shall be deemed to be unavoidable, engineering consulting in connection therewith shall be initiated and by March 15, 2002 equipment purchases shall be made in compliance with this Agreement.

II.5 Finances and Accounting. During the Term, any amounts paid to and received by the Stations which represent payments for advertising broadcast by the Stations that comprised a part of the Brokered Programming, and any network affiliation compensation payments, shall be for the account of Broker, and any amounts paid to and received by the Stations which represent payments for advertising broadcast by the Stations that comprised a part of the Licensee Programming shall be for the account of Licensee. Broker shall be responsible for all expenses incurred in connection with the broadcast of the Brokered Programming. Licensee shall be responsible for all expenses incurred in connection with the broadcast of the Licensee Programming.

### ARTICLE III

#### FEES AND OTHER CONSIDERATION

III.1 Time Brokerage Fee. In consideration of the broadcast time provided to Broker pursuant to this Agreement, Broker shall reimburse Licensee for the reasonable expenses associated with operation of the Stations in accord with Exhibit C attached hereto and incorporated by reference. In addition, following the sixth full calendar month after the Commencement Date, Broker shall pay Licensee for each calendar month one-half of any positive Broadcast Cash Flow generated by the Stations taken as a whole for such month. Any such payments shall be made in arrears on or prior to the 30<sup>th</sup> day following the end of the month to which such payments related and shall be accompanied by a statement showing how Broadcast Cash Flow for such month was calculated. "Broadcast Cash Flow" shall mean for any period, without duplication, an amount equal to Net Income for such period, plus (i) interest expense for such period, plus (ii) depreciation, amortization and other non-cash charges (including the amortization of television program license and rental fees), for such period, minus (iii) television program license and rental fees paid in cash, minus (iv) non-airtime revenue (including interest, rental, dividends or any income attributed to investments), minus (v) non-cash income, in each case determined in accordance with generally accepted accounting principals ("GAAP"). For any period, the "Net Income" (or loss) of the Station shall be equal to the net income (or loss) arising from the operation of the Station for such period, excluding any extraordinary income (or loss) for such period (taken as a cumulative whole), after deducting all commissions and other operating expenses, provision for taxes and reserves (including reserves for deferred income taxes) and all other proper deductions, in each case determined in accordance with GAAP.

III.2 Adjustments.

(a) Licensee may broadcast up to two (2) hours of Licensee Programming per week, pursuant to Paragraph 1.02 hereof. If at any time during the term of this Agreement the Stations shall fail to carry Brokered Programming for an amount of time for which Broker shall have offered such Brokered Programming for transmission by the Stations, other than the two (2) hours per week specified in the preceding sentence and other than as provided in Paragraph 8.01, the amount reimbursable to Licensee by Broker pursuant to Paragraph 2.05 and Exhibit C for the month in which such failure shall occur shall be reduced by the then-current value (established by reference to Broker's standard rates for the same) of the advertising time that was scheduled to have been broadcast by the Stations during any such Brokered Programming that was offered by Broker for transmission by the Stations but that was not transmitted; provided, however, that any reduction in such reimbursable amounts pursuant to this Subparagraph 3.02(a) shall be without prejudice to Broker's rights under Paragraph 4.02 hereof.

(b) Notwithstanding the provisions of Subparagraph 3.02(a) hereof, the amounts reimbursable to Licensee by Broker shall not be reduced if Licensee shall determine, in its sole discretion, that Licensee Programming, as defined in Paragraph 1.02 hereof, in an amount exceeding two (2) hours per week, shall be necessary to be broadcast by the Station in order to fulfill FCC requirements or Licensee's obligations as an FCC licensee; provided, however, that any exercise by Licensee of its rights pursuant to this Subparagraph 3.02(b) shall be without prejudice to Broker's rights under Paragraph 4.02 hereof.

## ARTICLE IV TERM

IV.1 Term. This Agreement shall be effective as of the date signed by all parties, and the term of this Agreement (the "Term") shall commence on a date mutually agreed to by the parties but in no case later than January 31, 2002, (the "Commencement Date"), and shall expire automatically upon the earlier of (i) Closing under the Stock Purchase Agreement dated December 21, 2001 among Broker, Licensee and the shareholders of Licensee (the "Stock Purchase Agreement") or (ii) termination of the Stock Purchase Agreement (the "Termination Date").

IV.2 Termination Upon Certain Events. Upon the occurrence of any one of the following events Broker shall have the right, exercisable at any time within thirty (30) days after the end of such period, upon written notice to Licensee, to terminate this Agreement effective as of any date within one hundred and twenty (120) days after the date on which Broker shall have notified Licensee of Broker's termination of this Agreement:

(a) Licensee shall fail to make any Station available to Broker for the transmission of Brokered Programming (except as provided in Paragraph 8.01 hereof and except for the two (2) hours per week reserved for the transmission by the Station of Licensee Programming as provided herein) for a period of either (i) more than twenty-four (24) consecutive hours, or (ii) more than twenty-four (24) hours in any thirty (30) consecutive day period;

(b) If for reasons beyond the reasonable control of Licensee, the normal CBS Television Network programming is suspended or preempted for more than three (3) hours per day for a continuous period of more than fifteen (15) days; or

(c) Licensee shall fail for a continuous period of more than fifteen (15) days to make any Station available to Broker for transmission at at least 70% of authorized power capable of covering the respective City of License entirely with a City Grade Signal.

Any notice of termination provided by Broker to Licensee pursuant to this Paragraph shall specify the effective date of such termination. Such termination shall extinguish the rights and liabilities of Broker and Licensee under this Agreement from and after the effective date of such termination, other than rights and liabilities for pre-termination breaches of or defaults under this Agreement; provided, however, that upon termination of this Agreement by Broker pursuant to this Paragraph, there shall be a final accounting of monies due but unpaid under this Agreement.

IV.3 Termination for Default or Nonperformance. Except as provided in Paragraph 4.02 hereof, should either party be in breach of or default under this Agreement for the non-performance of a material obligation of such party hereunder, or for a material violation of a representation or warranty by such party contained in this Agreement, this Agreement may be terminated by the non-



defaulting party if such breach, default, or non-performance shall have continued uncured for a period of thirty (30) days following the receipt by the defaulting party of written notice from the non-defaulting party, which notice shall indicate the nature of such breach, default, or non-performance; provided, however, that there shall be a final accounting of monies due but unpaid under this Agreement.

## ARTICLE V

### ASSIGNABILITY

V.1 Assignability. This Agreement shall inure to the benefit of and be binding upon Licensee, Broker, and their respective successors and permitted assigns; provided, however, neither party shall assign or transfer its rights and benefits, nor delegate its duties and obligations, under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

## ARTICLE VI

### REGULATORY MATTERS

VI.1 Renegotiation Upon FCC Action. If the FCC shall determine that this Agreement is inconsistent with Licensee's obligations as the holder of the FCC's authorizations for the Stations, 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 a balance of benefits and burdens to Broker and Licensee comparable to the balance of benefits and burdens to Broker 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 Broker 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. Such termination shall extinguish the rights and liabilities of Broker and Licensee under this Agreement from and after the effective date of such termination, other than rights and liabilities for pre-termination breaches of or defaults under this Agreement.

VI.2 FCC Matters. Should a change in FCC policy or rules make it necessary to obtain the FCC's consent to the implementation, continuation, or further effectuation of any element of this Agreement, Licensee and Broker shall use their best efforts diligently to prepare, file, and prosecute before the FCC all petitions, waiver requests, applications, amendments, rulemaking comments, and other documents necessary to secure and/or to retain the FCC's approval of all aspects of this Agreement. Broker and Licensee shall bear in equal measure the reasonable cost of preparing any such filings; provided, however, that each party shall have approved such expenditures in advance of their being incurred.

Notwithstanding anything in this Agreement to the contrary, no joint filing shall be made with the FCC by Licensee and Broker with respect to this Agreement, unless both parties hereto shall have reviewed said filing and shall have consented to its submission to the FCC; and neither Licensee nor Broker shall make any unilateral filing with the FCC with respect to this Agreement, unless the party intending to make such filing shall first have consulted with the other party concerning such filing.

## ARTICLE VII REPRESENTATIONS, WARRANTIES, AND COVENANTS

VII.1 Licensee's Representations and Warranties. Licensee represents and warrants to Broker as follows:

(a) Capacity. Each of K-Six and Corpus Christi is a corporation in good standing under the laws of Texas and has full power and authority to own its property, licenses, and permits, and to carry out all of the transactions contemplated by this Agreement.

(b) Compliance with Law. Licensee has complied with and will continue to comply with all laws, rules, and regulations governing the business, ownership, and operations of the Stations that are material in any way to this Agreement. No attendant contracts and undertakings, nor the carrying out of this Agreement, will result in any violation of or be in conflict with any judgment, decree, order, statute, law, rule, or regulation of any governmental authority applicable to Licensee, or any contract, agreement, lease, license, permit, franchise, or indenture applicable to Licensee or the Stations.

(c) Authority. All requisite corporate resolutions and other authorizations necessary for the execution, delivery, performance, and satisfaction of this Agreement by Licensee have been duly obtained, adopted, and complied with.

(d) Misrepresentation of Material Fact. No representation or warranty made by Licensee to Broker in this Agreement, or in any document or contract disclosed to Broker by Licensee as of the date of this Agreement and which materially adversely affects any of the properties, assets, or proposed business of Licensee as related to this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

(e) Authorizations in Good Standing. Licensee's permits, licenses, and all related authorizations for the Stations are and shall be in full force and effect and unimpaired by any acts or omissions of Licensee, its employees, or its agents; and there is no complaint, condition, event, defect, or occurrence existing or, to the knowledge of Licensee, threatened against said permits, licenses, or authorizations that would materially threaten their retention or renewability by Licensee.

VII.2 Broker's Representations and Warranties. Broker represents and warrants to Licensee as follows:

(a) Organization. Broker is a limited liability company in good standing under the laws of its State of organization and has full power and authority to own its property and to carry out all of the transactions contemplated by this Agreement.

(b) Authority. All requisite partnership resolutions and other authorizations necessary for the execution, delivery, performance, and satisfaction of this Agreement by Broker have been duly obtained, adopted, and complied with.

(c) Misrepresentation of Material Fact. No representation or warranty made by Broker to Licensee in this Agreement, or in any document or contract disclosed to Licensee by Broker as of the date of this Agreement and which materially adversely affects any of the properties, assets, or proposed business of Broker as related to this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

VII.3 Licensee's Affirmative Covenant. Licensee covenants and agrees that it will comply in all material respects with all applicable federal, state, and local laws, rules, and regulations (including, without limitation, all FCC rules, policies, and regulations) and pertinent provisions of all contracts, permits, and agreements to which Licensee is a party or by which Licensee is otherwise bound, provided that any failure of Licensee to so comply that results primarily from the actions of Broker shall not be deemed a breach of this covenant.

VII.4 Broker's Affirmative Covenant. Broker covenants and agrees that it will comply in all material respects with all applicable federal, state, and local laws, rules, and regulations (including, without limitation, all FCC rules, policies, and regulations) in the provision of the Brokered Programming to Licensee.

## ARTICLE VIII

### MISCELLANEOUS

VIII.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other party for a failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof), if such party shall be prevented from such performance by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God, or other contingencies beyond the reasonable control of the parties; and all provisions herein requiring performance within a specified period shall be deemed to have been modified in order to toll or to extend the period in which such performance shall be required, in order to accommodate the period of the pendency of such contingency which shall prevent such performance.

VIII.2 Trademarks. Licensee hereby grants to Broker an unlimited license to use any and all trademarks, service marks, patents, trade names, jingles, slogans, logotypes, logograms, and other intangible assets and rights owned and used or held for use by Licensee in conjunction with the Stations. Licensee agrees to execute such additional documentation as may be necessary or desirable in order to effectuate the license granted under this Paragraph.

VIII.3 Notices. All notices, requests, demands, and other communications that are required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited (with delivery charges pre-paid) with a nationally-recognized overnight courier service, or when sent by facsimile transmission, or on the third (3rd) business day after having been mailed by first-class United States mail, registered or certified, postage pre-paid, with return receipt requested, to the following addresses:

(a) if to Broker:

Eagle Creek Broadcasting, LLC  
2193 Association Drive, Suite 300  
Okemos, MI 48864  
Telecopier: (517) 347-4675

with a copy to (which shall not constitute notice to Broker):

Fred Levy  
Sonnenschein Nath & Rosenthal  
1301 K Street, NW

Suite 600, East Tower  
Washington, DC 20005  
Telecopier: (202) 408-6399

(b) if to Licensee:

K-Six Television, Inc.  
Corpus Christi Broadcasting, Inc.  
301 Artesian Street  
Corpus Christi, Texas 78401  
Attention: Vivian Mitchell  
Telephone: 361-883-7070

with a copy to (which shall not constitute notice to Licensee):

Shaw Pittman  
2300 N Street, N.W.  
Washington, D.C. 20037  
Attention: David D. Oxenford, Jr.  
Telephone: (202) 663-8000  
Telecopier: (202) 663-8007

or to such other address as any party shall have designated by notice to the other party conforming to the requirements of this Paragraph.

VIII.4 Duty to Consult. Each party will use its best efforts not to take any action that would unreasonably interfere with, threaten, or frustrate the other party's purposes or business activities, and each party will keep such other party informed of, and will coordinate with such other party regarding, any activities that may have a material effect upon such other party.

VIII.5 Press Releases. Except as may be required by law or by any governmental agency, including applicable securities laws and regulations and the regulations of any stock exchange on which securities of Broker or Licensee may be listed, no announcement to the press or to any third party of the transactions contemplated herein shall be made by either party to this Agreement, unless such announcement shall have been approved in advance in writing by both Broker and Licensee.

VIII.6 Severability. Subject to Paragraph 6.01 hereof, if any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties shall use their best efforts to negotiate a replacement for any such provision that shall be neither invalid, illegal, or unenforceable.

VIII.7 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior representations, negotiations, agreements, and understandings of the parties, oral and written, with respect to the subject matter hereof, all of which are deemed to have been merged herein. This Agreement may be modified only by an agreement in writing executed by both of the parties hereto.

VIII.8 Survival. All representations, warranties, covenants, and agreements made herein by the parties hereto or in any certificate delivered or to be delivered hereunder or made or to be made in writing in connection with the transactions contemplated herein shall survive the execution and delivery of this Agreement. All such representations and warranties shall survive for a period of eighteen months from and after the date upon which this Agreement shall expire or shall be terminated, as herein provided.

VIII.9 Payment of Expenses. Except as otherwise specifically provided herein, Licensee and Broker shall each pay his or its own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of his or its counsel.

VIII.10 Further Assurances. From time to time after the date of this Agreement, the parties shall take such further actions and shall execute such further documents, assurances, and certificates, as either party reasonably may request of the other party in order to effectuate the purposes of this Agreement.

VIII.11 Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one (1) and the same instrument.

VIII.12 Heading. The headings in this Agreement are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

VIII.13 Dealings with Third Parties. Neither party is, nor shall hold himself or itself out to others to be, vested with any power, authority, or right to bind contractually or to act on behalf of the other party as his or its broker, agent, or otherwise for the purpose of committing, selling, conveying, or transferring any of the other party's assets or property, contracting for or in the name of the other party, or making any representations binding upon such other party.

#### VIII.14 Indemnification.

(a) Each party shall forever, to the fullest extent permitted by law, protect, save, defend, and keep the other party harmless, and indemnify such other party from and against, all claims, demands, causes of action, losses, investigations, proceedings, penalties, fines, expenses, and judgments, including reasonable attorney's fees and costs, arising directly or indirectly out of such party's negligence or willful misconduct or the negligence or willful misconduct of such party's agents or employees in connection with this Agreement, or arising out of such party's breach of or default or non-performance of his or its representations, warranties, covenants, agreements, and obligations under this Agreement.

(b) Broker shall forever, to the fullest extent permitted by law, protect, save, defend, and keep Licensee and his employees and agents harmless, and indemnify him and them from and against, any and all losses, damages, liabilities, or expenses, including reasonable attorney's fees, resulting from any claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity, or any other claim against Licensee arising out of the Brokered Programming; provided, however, that Licensee shall give Broker prompt notice of any claim against Licensee or the Stations and shall cooperate in good faith with Broker in any attempt to defend against, resolve, or settle such claim. The indemnification provided in this Subparagraph shall not apply to any matter that Licensee may insert in or adjacent to the Brokered Programming.

VIII.15 Governing Law. This Agreement shall be governed by, and enforced and construed under and in accordance with, the internal laws of the State of Texas, without giving effect to the choice-of-law principles of said State.

VIII.16 Gender Neutrality. All pronouns and possessives appearing in this Agreement shall be deemed to refer to the masculine, the feminine, or the neuter, as the identity of the person or entity thereby referred to may require.

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

BROKER

EAGLE CREEK BROADCASTING, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

K-SIX TELEVISION, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CORPUS CHRISTI BROADCASTING, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A

### BROADCAST STATION PROGRAMMING POLICY STATEMENT

Broker agrees to cooperate with Licensee in the broadcasting of programs of the highest possible standard of excellence, and for this purpose to observe the following regulations in the preparation, writing, and broadcasting of its programs.

9        No Plugola or Payola. Except for commercial material aired in compliance with 47 C.F.R. ' 73.1212, Broker shall not receive any consideration in money, goods, services, or otherwise, directly or indirectly (including receipt by relatives of Broker, its partners, agents, or employees) from any person or company for the presentation of any programming over the Stations, without reporting the same to Licensee's General Manager. The commercial mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message or program of a sponsor, is prohibited.

10       No Lotteries. Announcements giving any information about lotteries or games, to the extent that such announcements are prohibited by federal or state law or regulation, are prohibited.

11       Election Procedures. At least fifteen (15) days before the start of any primary or general election campaign, and in any event, at least fifteen (15) days prior to the start of the FCC's prescribed periods for the application of its lowest unit rate charge provisions, Broker will clear with Licensee's General Manager the rates that Broker will charge for advertising time to be sold on the Stations to legally-qualified candidates for election to public office and/or to their supporters, in order to make certain that the rates charged are in conformance with applicable law and Station policy.

12       Required Announcements. Broker shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning and at the end of each day's transmissions by the Stations, and at the beginning of each hour during the Stations' operations, to identify the Stations, and (ii) any other announcements that may be required by law, regulation, or Licensee policy.

13       No Illegal Announcements. No announcements or promotion prohibited by federal or state law or regulation shall be made over the Stations. Any game, contest, or promotion relating to or to be presented over the Stations must be fully stated and explained in advance to Licensee, who reserves the right in his sole discretion to reject any game, contest, or promotion.

14       Licensee Discretion Paramount. In accordance with Licensee's responsibility under the Act and the rules and regulations of the FCC, Licensee reserves the right to reject or to terminate any advertising proposed to be presented or being presented over the Stations which is in conflict with Station policy or which in Licensee's or his General Manager's sole judgment would not serve the public interest.

Licensee may waive any of the foregoing regulations in specific instances if, in his opinion, the Stations will remain in compliance with all applicable laws, rules, regulations, and policies and if broadcasting in the public interest will be served. In any case where questions of policy or interpretation arise, Broker should submit such questions to Licensee for decision before making any commitments in connection therewith.