

EXHIBIT B

BILL OF SALE

BILL OF SALE

THIS BILL OF SALE is made as of _____, 2003 by North Texas Public Broadcasting, Inc., a Texas non-profit corporation ("Seller").

WHEREAS, Seller and Community Television Educators of DFW, Inc. ("Buyer") are parties to that certain Asset Purchase Agreement dated as of June ___, 2003 (the "Agreement"), pursuant to which, among other things, Seller has agreed to sell, assign, transfer and convey to Buyer certain assets relating to the operation of non-commercial educational television broadcast station KDTN, Channel 2, Denton, Texas and Station KDTN-DT, Channel 43, Denton, Texas (the "Station"), and Buyer has agreed to purchase and acquire such assets and to assume and pay, perform, satisfy and discharge certain specified liabilities relating to such assets.

NOW THEREFORE, in consideration of the foregoing premises and for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller hereby grants, bargains, sells, assigns, transfers, conveys and delivers to Buyer all of Seller's right, title and interest in and to those items of tangible personal property identified on Schedule A hereto.

TO HAVE AND TO HOLD, all of said assets unto Buyer, its successors and assigns. Seller makes no representations or warranties with respect to such assets except as set forth in the Agreement, which representations and warranties shall survive in accordance with the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Seller has entered into this Bill of Sale as of the date first above written.

**NORTH TEXAS PUBLIC
BROADCASTING, INC.**

By: _____

Name: Gary L. Ferrell

Title: President and Chief Executive Officer

SCHEDULE A
Personal Property

Description	Manufacturer	Model #	Serial #
Television Transmitter	Harris	TV-30L	MFG539237-88-01
Notch Diplexer	Passive Power Products	620-2270-000	110 (Reject Load)
Precise frequency control system	Harris	994-6760-003	
Precision frequency standard	Hewlett Packard	105B	2732A01560
Dummy Load, 25 kw	Bird	8646-115	286
Thru-line Wattmeter & element	Bird	460/KE3-25	
Power line conditioner	Control Concepts	BC-3-2400 VAC	300002
Interior transmission line components, 3 1/8"	Myat	301	
Interior transmission line components, 1 5/8"	Myat	201	
RF Patch Panel, 7 pole, 3 1/8", interlocked	Dielectric	DC 385-470	
Motorized Coax switch, 4 pole 3 1/8"	Dielectric	A5000-303	2135
Outside transmission line 4 1/16", 1200'	Dielectric	475	
Outside transmission line; 436.5 meters 4" air-dielectric coaxial cable - Richland Tower	Andrew	HJ-11-50	
Broadcast Antenna	ERI	1083TV-7H-SP	
Broadcast Antenna - Richland tower	Dielectric	THB-03-5	Not yet delivered
TV demod Channel 2	Tektronix	1450/TDC	
Waveform monitor	Tektronix	1480	
Video Monitor switcher	Grass Valley	TNX-XLV	
Video Patch Panel	ADC	PPI-2224	
Color Monitor	Tektronix	650HR	BO57066
B/W monitor	Conrac	SNA15R	549313
Audio Processor	Orban	8182 TV	1312B11
Audio Monitor Amp	BGW	150	88A1383
Speakers			
Audio Patch Panel	ADC	PPA3-18	
Audio Monitor Panel	Videotek	APM-8R	4880608
Audio Program switcher	Grass Valley	TNX-23	
Portable Oscilloscope	Tektronix	453	
Equipment Racks, 4, 7'	Emcor	FR-128A	
Audio processor accessory chassis	Orban	8182S/T	1339227
Frequency / modulation monitor	TFT	701	1971434
Receiving antenna	Winegard	CA-7002	
Standby transmitting antenna	ERI	Custom CBR	
Microwave hot standby system	Harris Farinon	FV-7FV	
Microwave antennas, 2, 8' HP	Andrew	HP8-65E	
Waveguide 650'	Andrew	EW-63	
Waveguide 360'	Andrew	EW-63	
Vectroscope	Tektronix	520A	

Dehydrator
Remote Control Unit
EAS Equipment

Andrew
Genter
Sage

GSC3000
ENDEC

**Digital Channel 43 Inventory of Assets
Station KDTN-DT**

Description	Manufacturer	Model #	Serial #
DTV Transmitter 2 tube IOT	Axcera	HP50DDW	
DTV Mask Filter	Axcera	Visionary	
Voltage Regulator	Staco	40 kw	
Surge Protector	Staco	MVR-48TTCIY249	
Demodulator	Samsung	BC-3-4400	
DTV/ NTSC Microwave system, including Andrew 8 foot HP antennas and EW63 wave guides at both the transmit and receive locations	MRC	151	
		Twinstream	

EXHIBIT C

ASSIGNMENT OF LEASES

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES ("Assignment") is made as of _____, 2003, by NORTH TEXAS PUBLIC BROADCASTING, INC., a Texas non-profit corporation ("Seller"), in favor of COMMUNITY TELEVISION EDUCATORS OF DFW, INC., a Texas non-profit corporation ("Buyer").

RECITALS:

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of August __, 2003 (the "Agreement"), pursuant to which, among other things, Seller has agreed to assign to Buyer, and Buyer has agreed to accept and assume, all of Seller's right, title and interest in, to and under the Lease (as defined in the Agreement).

NOW, THEREFORE, in consideration of the foregoing premises, of the mutual covenants set forth in this Assignment, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. **Assignment.** Seller hereby assigns to Buyer all of its right, title and interest as lessor in, to and under the Lease.
2. **Assumption.** Buyer hereby assumes all obligations of Seller as lessor under the Lease, which accrue on or after the date of this Assignment.
3. **Further Assurances.** From and after the execution of this Assignment, promptly upon request of the other, Seller and Buyer shall each execute and deliver to the other such further assurances and take such further actions as may be reasonably required or appropriate to perfect the assignment to Buyer of the Lease, and otherwise carry out the intent and purpose of this Assignment.
4. **Binding Effect and Assignment.** This Assignment shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.
5. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall constitute an original.
6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Texas without regard to the choice of law provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have executed this Assignment as of the date first above written.

SELLER:

NORTH TEXAS PUBLIC BROADCASTING, INC., a Texas non-profit corporation

By: _____

Name: Gary L. Ferrell

Title: President and Chief Executive Officer

BUYER:

COMMUNITY TELEVISION EDUCATORS OF DFW, INC., a Texas non-profit corporation

By: _____

Name: Marcus D. Lamb

Title: President

EXHIBIT D

LEASEHOLD MORTGAGE

LEASEHOLD MORTGAGE

THIS LEASEHOLD MORTGAGE ("Leasehold Mortgage") is made as of the ____ day of _____ 2003, by **COMMUNITY EDUCATORS OF DFW, INC.**, a Texas not-for-profit corporation ("Grantor") in favor of **NORTH TEXAS PUBLIC BROADCASTING, INC.**, a Texas not-for-profit corporation ("Lender").

RECITALS:

Pursuant to the terms of a Assignment and Assumption of Lease (the "Assumption"), dated _____ 2003, by and between Lender and Grantor, Lender assigned to Grantor, and Grantor assumed the obligations of Grantor under, the Lease (the "Assigned Lease"), dated as of July 17, 2000, by and between Lender and Richland Dallas Tower, LLC, a Texas limited liability company ("Landlord").

Pursuant to the Assumption and the Assigned Lease, Grantor possesses a leasehold interest (the "Leasehold") in and to that certain parcel of real property located in _____, Texas and more particularly described on Exhibit A (the "Land", and together with all improvements located thereon ("Improvements"), and all the estate, right, title, interest, and claim, either at law or in equity, of Grantor, of, in, to, or out of such parcel and/or Improvements, the "Premises").

Lender has made a loan to Grantor in the amount of Eight Million Dollars (\$8,000,000) (the "Loan"), which Loan is evidenced by that certain Secured Promissory Note dated as of even date herewith (the "Note").

As a condition to the making of the Loan by Lender, Grantor has agreed, that the repayment of the Note be secured by a lien upon the Leasehold to the extent described herein.

1. GRANTING CLAUSES

1.1. For and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the obligations of the Grantor under this Leasehold Mortgage (collectively, "Obligations"), Grantor does hereby grant, bargain, sell, convey, assign, transfer and set over unto Lender, and its successors and assigns, with power of sale and right of entry and possession, the following (collectively, the "Mortgaged Property"):

1.1.1. the Leasehold and all other rights of Grantor in, to and under the Assigned Lease;

1.1.2. the right, title and interest of Grantor under all leases, licenses, concession agreements or other agreements for use or occupancy of any portion of the Land or the Improvements, and any extensions, renewals or modifications thereof;

1.1.3. all contracts from time to time executed by Grantor or its manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, leasing, sale or financing of the Premises or any part thereof;

1.1.4. all proceeds from any compensation, awards, damages, rights of action, payments and proceeds arising from any condemnation or taking of the Premises or any part thereof by any governmental entity or other person having power and authority to condemn or take by eminent domain, and any conveyance or transfer of any portion of the Premises in lieu of such condemnation or taking;

1.1.5. all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Mortgaged Property or any portion thereof; and

1.1.6. all proceeds and products of any and all of the foregoing.

1.2. TO HAVE AND TO HOLD the Mortgaged Property unto the Lender and its successors and assigns forever, for and during all the rest, residue and remainder of the unexpired term of the Assigned Lease and all renewals and extensions thereof.

1.3. This conveyance is made for the purpose of securing the following:

1.3.1. the debt evidenced by the Note, together with interest on such principal amount and any and all renewals and/or extensions of such indebtedness; and

1.3.2. payment, performance and observance by Grantor of all the covenants, agreements, terms, conditions and provisions of the Note, the Security Agreement dated of even date herewith by and between Grantor and Lender (the "Security Agreement") and this Leasehold Mortgage.

1.4. Should the obligations secured by this Leasehold Mortgage pursuant to Section 1.3 be paid and performed in full, then this Leasehold Mortgage shall be released of record and Lender shall transfer and deliver up to Grantor any property at the time subject to this Leasehold Mortgage which may then be in Lender's possession.

2. REPRESENTATIONS AND WARRANTIES

2.1. Grantor is the owner of legal title to the Leasehold, and is lawfully possessed of the Leasehold, free from all liens, charges and encumbrances except the Assigned Lease, this Leasehold Mortgage, and any rights held under statutes by providers of services in connection with the Improvements (the "Permitted Encumbrances"). Grantor has the right and authority to convey the Leasehold and does hereby warrant specially, and agrees to defend, the Leasehold and the title thereto, whether now owned or hereafter acquired, against all claims and demands by any person.

2.2. Grantor (a) is a not-for-profit corporation duly organized and existing in good standing under the laws of the State of Texas, and (b) has the power, authority, and

legal right to own its property and carry on the business now being conducted by it and to engage in the transactions contemplated by this Leasehold Mortgage and the Note.

3. AFFIRMATIVE COVENANTS

3.1. Grantor, for itself and its successors and assigns, covenants and agrees as part of this Leasehold Mortgage, as follows:

3.1.1. Grantor shall pay the indebtedness evidenced by the Note, all taxes and assessments and all other charges of every nature that may be assessed, levied or imposed against Grantor or the Mortgaged Property, and all other sums which are required to be paid by it under the terms of this Leasehold Mortgage and the Note, including costs, expenses and reasonable attorneys' fees incurred by Lender with respect to the enforcement of the terms of this Leasehold Mortgage.

3.1.2. Grantor shall maintain its existence, authorization to conduct business, good standing and rights and privileges under the laws of the State of Texas.

3.1.3. Grantor shall maintain the Premises in good and safe order and condition and in a rentable and tenantable state of repair, and will make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary.

3.1.4. In the event the ownership of the Leasehold becomes vested in a person other than Grantor, Lender may, without notice to Grantor, deal with such successor or successors in interest with reference to this Leasehold Mortgage and the indebtedness secured hereby in the same manner as with Grantor, and any extension of the time of the payment of the indebtedness or any other modification of the terms of the indebtedness at the instance of the then owner shall not relieve Grantor of its liability on the Note or from the performance of any of the covenants contained herein whether such extension or modification be made with or without the consent of Grantor.

3.1.5. Grantor shall keep proper books of record and account relating to the Mortgaged Property. Grantor shall permit representatives of Lender to visit and inspect the Premises at any reasonable time after delivery by Lender of prior written notice.

3.1.6. Grantor shall promptly make when due and payable all payments required to be made by Grantor under the Assigned Lease, and Grantor shall furnish to Lender, upon demand, proof of payment of such obligations.

3.1.7. Grantor shall perform and observe all terms, covenants and conditions required to be performed and observed by Grantor as tenant under the Assigned Lease, within the periods (inclusive of grace periods) provided in the Assigned Lease, and will do all things necessary to preserve and keep the Assigned Lease from an event of default and to preserve and to keep unimpaired its rights under the Assigned Lease.

3.1.8. Grantor shall promptly notify Lender in writing of any event of default by Grantor in the performance or observance of any of the terms, covenants or conditions on the part of Grantor to be performed under the Assigned Lease. Grantor shall deliver to Lender copies of any notices to be given by Grantor to the lessor pursuant to the Assigned Lease simultaneously with the giving of such notices by Grantor.

3.1.9. Grantor shall (a) notify Lender in writing within five (5) days of the receipt by Grantor of any notice claiming that Grantor is in default in the performance or observance of any of the terms, covenants or conditions to be performed or observed by Grantor under the terms of the Assigned Lease, and (b) promptly cause a copy of each such notice received by Grantor to be delivered to Lender.

3.1.10. If Grantor shall fail to make any payment required to be made under the Assigned Lease as and when required or shall fail to perform or observe any other term, covenant, agreement or obligation required to be performed or observed by Grantor under the Assigned Lease, Lender shall have the right, at its option, to make any such payment or to perform any other act or take such actions as may be appropriate to cause such other term, covenant, agreement or obligation to be promptly performed or observed on behalf of Grantor to the end that Grantor's rights under the Assigned Lease be kept unimpaired and free from an event of default. Grantor shall reimburse Lender on demand for moneys expended in connection with Lender's exercise of its rights as provided in this subsection, with interest at the highest rate set forth in any of the Note, and the same shall be secured by this Leasehold Mortgage.

4. NEGATIVE COVENANTS

4.1. Grantor shall not create or suffer to exist any lien, charge or encumbrance on the Mortgaged Property or any part thereof, whether superior or subordinate to the lien of this Leasehold Mortgage, except for (a) the Assigned Lease, (b) the lien of this Leasehold Mortgage, (c) the Permitted Encumbrances, and (d) liens for taxes and other assessments not delinquent or which are being contested in good faith by appropriate proceedings.

4.2. Grantor shall not dissolve or terminate.

4.3. Grantor shall not liquidate or convey, sell, lease, assign, transfer or otherwise dispose of all or substantially all of its properties, business or assets.

4.4. Grantor shall not commit or suffer to be committed any waste of the Premises or any material portion thereof, reasonable wear and tear and damage by casualty excepted; and Grantor shall not act or fail to act in any manner which will jeopardize the lien of this Leasehold Mortgage.

4.5. Grantor shall not, without the prior written consent of Lender, sell, assign, transfer or convey all or any portion of the Mortgaged Property, or any interest therein, either voluntarily or by operation of law.

4.6. Without the prior written consent of Lender, Grantor shall not release, surrender, or terminate the Assigned Lease and will not modify the Assigned Lease, including, without limitation, modifying the Assigned Lease to reduce the term of the Assigned Lease, increase the amounts payable thereunder, or alter the provisions of the Assigned Lease relating to renewals or grace periods.

5. CONDEMNATION

5.1. In the event of any proceedings, negotiations or receipt of notice of any permanent or temporary condemnation or taking of all or any portion of the Premises by eminent domain, alteration of the grade of any street, or other injury to or decrease in the value of the Premises by any public or quasi-public authority or corporation (a "Taking"), Grantor shall notify Lender promptly in writing of such Taking.

5.2. Lender is hereby authorized, at its option, to appear in any condemnation proceedings affecting the Premises. Grantor shall not settle or compromise any claim in connection with any Taking without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

5.3. In the event of a Taking, all proceeds, awards or other compensation for such Taking ("Awards") are hereby assigned and shall be payable by the authority in question directly to Lender for application as set forth herein. Lender shall have the right to retain and apply such Awards to the payment of the Obligations, to restoration of the property not taken or damaged, or both.

6. DAMAGE OR DESTRUCTION

6.1. Grantor shall promptly give notice to Lender upon obtaining knowledge that any material portion of the Premises is damaged or destroyed by any casualty. If Lender makes insurance proceeds available to pay costs of restoration as hereinafter provided, Grantor shall restore, repair, replace or rebuild the Premises to substantially the condition the Premises were in immediately prior to such damage or destruction.

6.2. Lender, at its option, may apply the proceeds of insurance payable upon a casualty to pay the Obligations or make such proceeds available to pay restoration costs. Notwithstanding the foregoing, such proceeds shall be made available as provided in Section 6.3 to pay restoration costs provided that (a) no Event of Default exists, and (b) such funds are sufficient to pay all restoration costs.

6.3. If proceeds are applied to pay restoration costs, then such proceeds shall be paid over to Grantor and Grantor shall use such proceeds to pay restoration costs, provided that, Lender, in its discretion, may withhold an amount equal to 10% of Grantor's estimate of the restoration costs until such time as Lender shall have received evidence reasonably satisfactory to Lender that the restoration was completed in a good and workmanlike manner and that no mechanics' or materialmen's or similar lien has been filed against the Premises in connection with the restoration.

7. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an Event of Default:

7.1. If Grantor shall fail to pay any sum required under this Leasehold Mortgage or the Note on the date such sum is due and payable, and such failure shall continue uncured for ten (10) business days following the giving of notice of such failure by Lender to Grantor.

7.2. If Grantor shall fail to perform any other covenant or obligation to be performed by Grantor under this Leasehold Mortgage or the Note and such failure shall remain uncured for a period of thirty (30) days after the giving of written notice of such failure by Lender to Grantor;

7.3. If Grantor shall fail to pay any sum required under the Assigned Lease or if Grantor shall fail to perform any other covenant or obligation to be performed by Grantor under the terms of the Assigned Lease.

8. REMEDIES.

8.1. Upon occurrence of any Event of Default, (a) the entire principal balance, all unpaid interest accrued thereon and all other sums secured by this Leasehold Mortgage shall at the option of Lender become immediately due and payable without presentment, notice, protest or demand, and/or (b) Lender may pursue any and all remedies available under the Note, this Leasehold Mortgage or applicable law.

8.2. Upon occurrence of any Event of Default, Lender shall have the following rights and remedies:

8.2.1. Commence, with or without entry, proceedings to foreclose this Leasehold Mortgage as a mortgage, or to sell the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction.

8.2.2. Sell the Mortgaged Property at public auction at some convenient place in the State of Texas or in such other place or places as may be permitted or required by law, at such time, in such manner and upon such terms as may be specified in the notice of sale, which notice of sale shall state the time when, and the place where, the same is to be made, shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once a week for three (3) successive weeks prior to such sale in at least one newspaper, if any, printed in the English language and customarily published at least once a week in the place or places where such sale is to take place, and in such other manner as may be required by law, and such sale may be adjourned by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and, without further notice of publication, such sale may be made at the time and place to which the same shall be so adjourned;

8.2.3. Exercise any other right or remedy available under applicable law.

8.3. If Grantor should (a) fail to pay any insurance premium, imposition, sums due under any Permitted Encumbrance or any other sums required hereunder to be paid by Grantor, or (b) fail to make necessary repairs, or permit waste, or fail to cure any default under any Permitted Encumbrance or fail to perform any other covenant or obligation set forth herein, Lender shall have the right, but not the obligation, in Grantor's name or in its own name, to make any payment and take any action which Grantor should have made or taken, or which Lender deems advisable to protect the security of this Leasehold Mortgage, without prejudice to any of Lender's rights or remedies available hereunder or otherwise, at law or in equity. No such advance or performance shall be deemed to have cured any default or Event of Default. All such sums advanced by Lender, and all costs and expenses (including reasonable attorneys' fees) incurred by Lender in taking such actions, shall be due and payable by Grantor immediately upon demand, shall be secured hereby and the lien therefor shall relate back to the date of this Leasehold Mortgage.

8.4. Grantor and Lender agree that upon any sale of all or any portion of the Mortgaged Property, whether under the above assent to a decree, power of sale or otherwise, the proceeds of sale shall be applied as follows, unless otherwise required by law: (a) to the payment of all costs and expenses incident to such sale, including reasonable attorneys' fees and a commission to the person making such sale equal to two percent (2%) of the gross proceeds of sale; (b) to the discharge of all impositions, with costs and interest, if they have priority over the lien of the Leasehold Mortgage; (c) to the payment in full of the Obligations, including without limitation principal, interest and other charges, in such order as Lender may elect, (d) to the payment of all claims of the Lender hereunder whether the same shall have then matured or not, including interest thereon at the rate set forth herein, and (e) the balance, if any, to the persons lawfully entitled to receive the same.

9. MISCELLANEOUS

9.1. **Further Assurances.** Grantor shall execute and deliver such further instruments and perform such further acts as may be requested by Lender from time to time to confirm the provisions of this Leasehold Mortgage, to carry out more effectively the purposes of this Leasehold Mortgage, or to confirm the priority of the lien created by this Leasehold Mortgage on any property, rights or interest encumbered or intended to be encumbered by this Leasehold Mortgage.

9.2. **Severability and Savings Clauses.** If any provision of this Leasehold Mortgage is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Leasehold Mortgage, and the same provision as applied in other circumstances, shall remain in full force and effect and shall be liberally construed in favor of Lender in order to effect the intent of this Leasehold Mortgage.

9.3. **Notices and Communications.** All notices and communications required under this Leasehold Mortgage or the Note, except as otherwise set forth herein, (a) shall be in writing and delivered personally, sent overnight air courier or mailed certified or registered mail, postage prepaid and return receipt requested, addressed at the addresses

set forth below or at such other address as the addressee may designate by notice as provided herein, and (b) shall be effective upon actual receipt if delivered personally, upon the next business day after proper deposit with overnight air courier, and upon the third business day if mailed registered or certified mail:

If to Grantor:

Marcus D. Lamb
5000 Westgrove Lane
Colleyville, TX 76034-5175
Fax:

with a copy to:

Robert L. Olender, Esq.
Koerner & Olender, P.C.
5809 Nicholson Lane
Suite 124
North Bethesda, MD 20852

If to Lender:

North Texas Public Broadcasting, Inc.
3000 Harry Hines Boulevard
Dallas, Texas 75201
Attention:
Fax:

with a copy to:

Arnold & Porter
555 12th Street, N.W.
Washington, DC 20004
Attention: Theodore Frank, Esquire
Fax:

9.4. Modification, Amendment and Waiver. This Leasehold Mortgage cannot be modified or amended except by agreement in writing signed by Grantor and Lender. No waiver of any term or terms hereof shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

9.5. Applicable Law. This Leasehold Mortgage is made and delivered in the State of Texas, and the terms hereof shall be governed by and construed in accordance with the laws of the State of Texas. Grantor hereby (a) agrees that any suit arising out of

or relating to this Leasehold Mortgage may at the option of Lender be brought in a court of record in the State of Texas or in the courts of the United States of America located in such state, (b) consents to the jurisdiction of each such court in any such suit, and (c) waives any objection which it may have to the laying of venue in any such suit in any such courts.

9.6. **Counterparts; Interpretation.** This Leasehold Mortgage may be executed in any number of counterparts, and all such counterparts shall constitute but one instrument. The use of any gender shall include all genders, as the context may require. The singular number shall include the plural and the plural the singular as the context may require. The captions in this Leasehold Mortgage are for convenience of reference only and shall be referred to in construing this Leasehold Mortgage. Time is of the essence with respect to performance by Grantor of each of the Obligations and the covenants set forth in this Leasehold Mortgage.

IN WITNESS WHEREOF, Grantor has executed this Leasehold Mortgage as of the date first above written.

**COMMUNITY TELEVISION EDUCATORS OF
DFW, INC.**

By: _____

Name: _____

Title: _____

ATTEST:

Secretary

)
)
) ss:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date _____, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Leasehold Mortgage bearing date as of _____, 2003, who, being by me first duly sworn, did depose and state that he is the _____ of Community Television Educators of DFW, Inc., a Texas not-for-profit corporation which entity is a party to the foregoing and annexed Leasehold Mortgage and that he, being duly authorized so to do, executed said Leasehold Mortgage on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this _____ day of _____, 2003.

Notary Public

[Notarial Seal]

My Commission Expires:

EXHIBIT "A"

Description of Land