

SECTION 12.02. Notices.

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly delivered and received (a) on the date of personal delivery, (b) on the date of transmission, if sent by confirmed facsimile, (c) one (1) Business Day after having been dispatched via a nationally recognized overnight courier service, charges prepaid for next business day delivery or (d) three (3) Business Days after being sent by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.02):

(a) if to Seller:

North Texas Public Broadcasting, Inc.
3000 Harry Hines Blvd.
Dallas, TX 75201
Attention: Gary Ferrell
Telephone: 214-740-9210
Facsimile: 214-740-9205

With a copy to:

Theodore D. Frank, Esq.
Arnold & Porter
555 12th Street, N.W.
Washington, DC 20004
Telephone: 202-942-5790
Facsimile: 202-942-5999

(b) if to Buyer:

Community Television Educators of DFW, Inc.
5000 Westgrove Lane
Colleyville, TX 76034
Attention: Marcus D. Lamb
Telephone: 817-848-9955
Facsimile: 817-571-8962

With a copy to:

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

Telephone: 301-468-3336

Facsimile: 301-468-3343

SECTION 12.03. Headings.

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 12.04. Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced because of any Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

SECTION 12.05. Entire Agreement.

This Agreement, the Ancillary Agreements and any agreements and other documents entered into contemporaneously with this Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the Seller on the one hand and Buyer on the other hand with respect to the subject matter hereof and thereof, except as otherwise expressly provided herein.

SECTION 12.06. Successors and Assigns.

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

SECTION 12.07. No Third-Party Beneficiaries.

Except as expressly provided in Article XI, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 12.08. Amendments and Waivers.

- (a) This Agreement may not be amended or modified except by an instrument in writing signed by Seller and Buyer.

- (b) At any time prior to the Closing, any party may (i) extend the time for the performance of any of the obligations or other acts of any other party hereto, (ii) waive any inaccuracies in the representations and warranties of the other party hereto contained herein or in any document delivered pursuant hereto or (iii) waive compliance by the other party hereto with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby.
- (c) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as set forth herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

SECTION 12.09. Governing Law.

This Agreement 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.

SECTION 12.10. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 12.11. No Presumption.

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.


SECTION 12.12. Saturdays, Sundays and Legal Holidays.

If the time period by which any acts or payments required hereunder must be performed or paid expires on a day that is not a Business Day, then such time period shall be automatically extended to the close of business on the next regularly scheduled Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NORTH TEXAS PUBLIC BROADCASTING, INC.

By: 
Name: Gary L. Ferrell
Title: President and Chief Executive Officer

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

By: _____
Name: Marcus D. Lamb
Title: President

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NORTH TEXAS PUBLIC BROADCASTING, INC.

By: _____
Name: Gary L. Ferrell
Title: President and Chief Executive Officer

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

By: Marcus D. Lamb 8-04-11
Name: Marcus D. Lamb
Title: President

Schedule 2.01(e)

Specified Deposits

\$20,000.00 security deposit pursuant to the Lease Agreement dated as of July 17, 2000, by and between Richland Dallas Tower, LLC and North Texas Public Broadcasting, Inc.

Schedule 3.04

Noncontravention

None.

Schedule 3.05

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	Andrew	
Remote Control Unit	Genter	GSC3000
EAS Equipment	Sage	ENDEC

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

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

Schedule 3.06(a)(i)

Lease

Lease Agreement dated as of July 17, 2000, by and between Richland Dallas Tower, LLC and North Texas Public Broadcasting, Inc. as amended by the First Amendment to Lease Agreement for KDTN dated May 29, 2003.

Schedule 3.08

Litigation

None.

Schedule 3.09

Compliance with Laws

None.

Schedule 3.10

FCC Matters

A. FCC Authorizations Being Transferred:

1. License for Station KDTN(TV), Channel 2, Denton, Texas

BLET-19900131KE, granted March 14, 1990

BRET-19980401KO, granted July 24, 1998

WLF-553 (studio transmitter link)

2. Construction Permit for Station KDTN(DT), Channel 43, Denton, Texas

BPEDT-20000501 AFJ, granted February 8, 2001

BEPEDT-20030226ABF, granted May 7, 2003 (extension of time to complete construction granted until November 7, 2003).

3. Application for a Construction Permit to modify the facilities of Station KDTN(TV), Channel 2, Denton, Texas

BPET-20030708AAM, accepted for filing 7/9/03; public notice 7/11/03

- B. Seller has the following applications, petitions, complaints, proceedings or other actions pending or threatened before the FCC relating to the Station:**

None

Schedule 3.11

Cable and Satellite Matters

A. List of all cable television systems with at least 2,500 subscribers and Satellite Carriers (as defined by 47 U.S.C. § 339) on which the Station's signal is presently carried ("Market Cable Systems") as a mandatory carry signal:

Headend No	Cable System/ Cable Community	Total Subs.	Channel	DMA	County
TX58199	AT&T Broadband ¹ McKinney, TX	6,912	15	Dallas-Ft. Worth	Collin
TX55831	AT&T Broadband McKinney/Allen, TX	8,671	15	Dallas-Ft. Worth	Collin/Denton
TX42818	AT&T Broadband Wylie, TX	10,665	12	Dallas-Ft. Worth	Collin/Dallas
TX53294	AT&T Broadband Plano, TX	69,300	15	Dallas-Ft. Worth	Collin/Dallas
TX42517	Cox Cable Communication Gainesville, TX	5,858	9	Dallas-Ft. Worth	Cooke
TX42824	AT&T Broadband Farmers Branch, TX	4,690	15	Dallas-Ft. Worth	Dallas
TX42781	Charter Communications Duncanville, TX	6,000	13	Dallas-Ft. Worth	Dallas
TX42757	Charter Communications Dallas, TX	9,000	14	Dallas-Ft. Worth	Dallas
TX42794	Paragon Cable Las Colinas, TX	9,809	14	Dallas-Ft. Worth	Dallas
TX42799	AT&T Broadband De Soto, TX	12,500	15	Dallas-Ft. Worth	Dallas
TX42727	AT&T Cable Services Grand Prairie, TX	15,800	15	Dallas-Ft. Worth	Dallas/Tarrant
TX42867	AT&T Broadband Mesquite, TX	18,290	15	Dallas-Ft. Worth	Dallas
TX42744	AT&T Broadband Carrollton, TX	23,355	15	Dallas-Ft. Worth	Dallas/Denton/ Collin
TX57868	Paragon Cable Irving, TX	41,960	14	Dallas-Ft. Worth	Dallas
TX42728	AT&T Broadband Garland, TX	47,345	15	Dallas-Ft. Worth	Dallas/Rockwall
TX42913	AT&T Broadband Dallas, TX	168,200	15	Dallas-Ft. Worth	Dallas/Denton/ Collin
TX42964	Classic Cable Pilot Point, TX	3,100	10	Dallas-Ft. Worth	Denton/Collin/ Grayson

¹ Now Comcast Cable

TX55101	Charter Communications Carrollton, TX	6,019	14	Dallas-Ft. Worth	Denton/Dallas
TX42881	AT&T Broadband The Colony, TX	9,017	15	Dallas-Ft. Worth	Denton
TX42836	AT&T Broadband Highland Village, TX	16,000	15	Dallas-Ft. Worth	Denton
TX42738	Charter Communications Denton, TX	27,000	14	Dallas-Ft. Worth	Denton
TX42956	Charter Communications Rockett, TX	7,683	14	Dallas-Ft. Worth	Ellis/Dallas
TX42340	Classic Cablevision Ladonia, TX	8,712	8	Dallas-Ft. Worth	Fannin
TX42331	Classic Cable Quinlan, TX	3,263	9	Dallas-Ft. Worth	Hunt/Van Zandt/ Rains
TX42519	Greenville Cablevision Greenville, TX	7,803	12	Dallas-Ft. Worth	Hunt
TX42765	Charter Communications Cleburne, TX	5,000	12	Dallas-Ft. Worth	Johnson
TX42348	Charter Communications Alvarado, TX	6,000	13	Dallas-Ft. Worth	Johnson/Hill/ Ellis
TX42878	Classic Cable Terrell, TX	9,534	13	Dallas-Ft. Worth	Kaufman/Dallas/ Rockwall
TX42592	Northland Cable TV Corsicana, TX	6,000	10	Dallas-Ft. Worth	Navarro
TX42481	Cox Cable Communication Mineral Wells, TX	5,312	9	Dallas-Ft. Worth	Palo Pinto
TX42760	Charter Communications Weatherford, TX	5,000	12	Dallas-Ft. Worth	Parker
TX42857	North Texas Cablecom Granbury, TX	8,438	12	Dallas-Ft. Worth	Parker/Hood
TX42393	Charter Communications Rockwall, TX	3,800	14	Dallas-Ft. Worth	Rockwall
TX53978	North Texas Cablecomm Azle, TX	4,489	11	Dallas-Ft. Worth	Tarrant/Parker
TX42822	AT&T Broadband Bedford, TX	24,000	15	Dallas-Ft. Worth	Tarrant
TX42903	Paragon Cable Grapevine, TX	43,440	14	Dallas-Ft. Worth	Tarrant/Dallas/ Denton
TX42877	AT&T Broadband Arlington, TX	62,500	15	Dallas-Ft. Worth	Tarrant
TX42914	Charter Communications Fort Worth, TX	123,000	14	Dallas-Ft. Worth	Tarrant/Johnson/ Parker/Denton

B. List of Market Cable Systems that have provided written notice to Seller of any signal quality issue or failed to respond to a request for carriage or, have sought any form of relief from carriage of the Station from the FCC:

None.

C. List of Market Cable System that have notified Seller of their intention to delete the Station:

None.

D. Carriage by EchoStar Communications (Dish Network) & DIRECTV:

According to information on the home page of each:

Dish Network carries Station KDTN-TV on Channel 8415

DIRECTV carries Station KDTN-TV on Channel 2 or Channel 884, depending on the subscriber's equipment.

Schedule 3.12

Taxes

Audit by the Internal Revenue Service of an employee benefit plan.

Schedule 9.03(c)

Material Consents

Lease Agreement dated as of July 17, 2000, by and between Richland Dallas Tower, LLC and North Texas Public Broadcasting, Inc.

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF LICENSES

ASSIGNMENT AND ASSUMPTION OF LICENSES

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, North Texas Public Broadcasting, Inc. ("Seller"), a Texas non-profit corporation, by these presents does hereby grant, bargain, sell, assign, transfer, convey, and deliver to Community Television Educators of DFW, Inc. ("Buyer"), a Texas non-profit corporation, and to Buyer's successors and assignees, all of Seller's right, title, and interest in and to the following authorizations issued (or to be issued) by the Federal Communications Commission:

1. License for Station KDTN(TV), Channel 2, Denton, Texas, including the call letters "KDTN".

BLET-19900131KE, granted March 14, 1990
BRET-19980401KO, granted July 24, 1998
WLF-553 (studio transmitter link)

2. Construction Permit for Station KDTN(DT), Channel 43, Denton, Texas, including the call letters "KDTN".

BPEDT-20000501 AFJ, granted February 8, 2001
BEPEDT-20030226ABF, granted May 7, 2003 (extension of time to complete construction granted until November 7, 2003).

Buyer, for itself and its successors and assignees, hereby accepts the foregoing assignment and assumes and agrees, from and after the date hereof, to perform and discharge when due all of Seller's lawful obligations under the aforesaid authorizations to the extent the same first mature or are first required to be performed after the Closing (as defined in the Asset Purchase Agreement dated as of August __, 2003, by and between Seller and Buyer).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have executed this Assignment and Assumption on this ____ day of _____, 2003.

**NORTH TEXAS PUBLIC
BROADCASTING, INC.**

By: _____
Name: Gary L. Ferrell
Title: President and Chief Executive Officer

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

By: _____
Name: Marcus D. Lamb
Title: President