

November 30, 2007

High Maintenance Broadcasting LLC  
600 Leopard Street  
Suite 1924  
Corpus Christi, TX 78473  
Attn.: Lauryn Hoffmann

Re: Agreement on Construction of Station KUQI(TV)

Dear Ms. Hoffman:

By this Letter Agreement ("Agreement"), and in connection with the Asset Purchase Agreement and Local Marketing Agreement of even date herewith ("Contract Documents") which have been executed by High Maintenance Broadcasting, LLC ("Contractor") and Minority Media TV-38, LLC ("Permittee") in connection with the sale and operation of Station KUQI(TV), Channel 38, Corpus Christi, Texas (the "Station"), the parties hereto agree to the following matters regarding the construction of the Station's FCC construction permit, FCC File No. BPCT-19960111LP (the "Permit"), and all of the labor, materials and equipment used in connection therewith (collectively with the construction, the "Work").

1. Contractor Warranties and Covenants Regarding the Work

1.1 Contractor warrants that it oversaw the completion of the Work, using its best skill and attention and, subject to the reasonable concurrence of Permittee, was responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

1.2. Contractor shall be responsible to the Permittee for the acts and omissions of Contractor's employees, contractors, subcontractors and other persons that provided or performed any of the Work.

1.3. Contractor warrants to Permittee that all materials and equipment furnished in doing the Work were new, unless otherwise agreed upon by the parties, and that all Work is of good quality, free from material faults and in conformance with the Permit.

1.4. Contractor warrants that it complied in all material respects with all laws, ordinances, rules, regulations and lawful orders of any public authority applicable to the Work.

1.5 Contractor warrants that the Work is substantially complete, in that (i) construction is sufficiently complete, in accordance with the Contract Documents, so that the Station may begin operating pursuant to Program Test Authority under FCC rules using the facilities proposed in the Permit and (ii) all permits, modifications of permits, authorizations and licenses necessary to operate such facilities have been obtained. Any Work which remains to be completed after the date of substantial completion shall, if reasonably feasible, be completed by Contractor within ninety (90) days after the date of substantial completion.

## 2. Cost of the Work and Ownership of Equipment

2.1 Contractor was and is responsible for the paying the entire cost of the Work, and shall not be entitled to reimbursement for any such costs, even if the parties never close on the Purchase Agreement. If Contractor made any capital expenditures relative to the facilities or equipment used or useful to the Station in connection with the Work, then upon termination of this Agreement, for whatever reason except of the sale of the Station to Contractor, such capital expenditures, facilities and equipment shall be and remain the property of Permittee, and no lien or other security interest running to Contractor shall be created or exist under this Agreement or otherwise.

## 3. Indemnification

3.1. Contractor agrees to indemnify, defend and hold harmless Permittee and its Affiliates, from and against any liability, cost and expense (including attorney's and consultants fees), damages, penalties, actions, causes of action, proceedings, claims ("Liability") caused by or arising from (i) the Work or other activities of Contractor on or with respect to the Tower Site, including any injuries or damages to persons or property thereon (ii) any breach of this Agreement of or by Contractor or its Consultants, (iii) release or threat of release of hazardous substances at, on, or under the Tower Site caused by the Work (as such terms are defined under the Comprehensive Environmental Response Cleanup and Liability Act of 1980, as amended, 42 U.S.C. § 59.601 et seq. ("CERCLA") or analogous or similar state or local statute or ordinance), or (iv) any willful misconduct or negligence of or by Contractor or its principals, officers, directors, or employees, authorized consultants, contractors, subcontractors and agents, relating to the Work, except to the extent that such Liability is caused by the gross negligence or willful misconduct of the party requesting indemnification hereunder. In the event this indemnification is triggered, Permittee shall give Contractor prompt written notice of such indemnification claim, including facts relating to same, except that failure to give such notice will not preclude it from seeking indemnification hereunder unless such failure has materially prejudiced the Contractor's ability to defend such claim. Notwithstanding any provision to the contrary, this indemnification shall survive termination or expiration of this Agreement.

#### 4. Termination

4.1. This Agreement shall terminate, and neither party shall have any further obligation hereunder, upon the earlier to occur of (a) the consummation of the assignment of the Permit to Contractor, or its assignee; (b) the completion of the Work; (c) any breach by Contractor of any term of this Agreement, provided that such breach is not cured within 10 days thereof; or (d) a termination of the Purchase Agreement in accordance with the terms thereof other than as provided in (a) above.

#### 5. Miscellaneous Provisions

5.1. This Agreement shall be governed by the laws of the State of Florida applicable to contracts made and to be performed there, without reference to the principles of the conflicts of law.

5.2. Permittee and Contractor each binds itself and its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. The parties recognize that Corpus 38, LLC is a third party beneficiary of this Agreement.

5.3. Any written notice required hereunder shall be in writing, and notice or other communications shall be deemed given when (a) delivered personally, or mailed by certified mail or overnight courier service (e.g., FedEx or UPS), postage or handling prepaid, or (b) dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch), or by electronic mail with such notice in the text of the electronic message or in an attached document, in Portable Document Format (PDF), and sent with requests for delivery and read receipts, the return of such receipts being deemed conclusive evidence of such dispatch, in each case addressed to the persons or parties as follows:

##### If to Permittee:

Minority Media TV-38, LLC  
c/o Katten Muchin Rosenman LLP  
1025 Thomas Jefferson Street, N.W.  
East Lobby, Suite 700  
Washington, DC 20007-5201  
Attn.: Lee W. Shubert, Receiver  
Tel.: 202-625-3695  
Fax: 202-295-1122  
E-mail: lee.shubert@kattenlaw.com

##### If to Contractor:

High Maintenance Broadcasting LLC  
600 Leopard Street  
Suite 1924  
Corpus Christi, TX 78473  
Attn.: Lauryn Hoffmann  
Tel: 361-249-0623  
Fax:  
E-mail: lauryn@kxpx.com

If to Permittee:

With a copy to:

Eric N. Assouline, Esq. \*  
Assouline & Berlowe, P.A.  
213 E. Sheridan Street, Suite 3  
Dania Beach, FL 33004  
Bus: (954) 929-1899  
Bus Fax: (954) 922-6662  
E-mail: eassouline@assoulineberlowe.com

and to

Christopher S. Carver, Esq. \*  
Andrea Fisher, Esq.  
Akerman Senterfitt  
One Southeast Third Avenue  
28th Floor  
Miami, FL 33131-176  
Bus: 305-982-5572  
Bus Fax: 305-374-5095  
E-mail: [christopher.carver@akerman.com](mailto:christopher.carver@akerman.com)  
[andrea.fisher@akerman.com](mailto:andrea.fisher@akerman.com)

If to Contractor:

With a copy to:

Douglas D. McLallen Esq.  
McLallen, Phillips & Langenfeld, PLLC  
Wells Fargo Tower  
615 North Upper Broadway, Suite 2070  
Corpus Christi, TX 78477  
Bus.: (361) 882-4638  
Bus. Fax: (361) 882-5453  
E-mail: dmclallen@hotmail.com

\*which shall not constitute notice.

5.4. No action or failure to act by Permittee or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

5.5. If the Contract Documents, laws, ordinances, rules, regulations or orders or any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, Contractor shall give Permittee timely notice of its readiness so Permittee may observe such inspection, testing or approval provided that in no way shall Permittee's possible observation serve to delay or hinder such inspection, testing or approval.

5.6. Permittee's and Contractor's respective obligations hereunder are unique and valuable and not readily subject to compensation by money damages alone. Accordingly, in the event either party should breach its obligations under this Agreement, the other party shall be entitled to an order directing specific performance from a court of competent jurisdiction, in addition to all other remedies at law or in equity.

5.7. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

5.8. If any provision contained in this Agreement is to be held to be invalid, illegal or unenforceable, this shall not affect any other provision hereof, and this

Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

5.9. In the event Permittee or Contractor in good faith dispute the actions of the other, or contest any basis for termination exercised pursuant to this Agreement, the termination shall not become effective until the dispute is arbitrated as provided herein. Any dispute pursuant to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall be entitled to reimbursement from the non-prevailing party of all reasonable expenses actually incurred to comply with this arbitration provision. The prevailing party shall mean the party that is successful in obtaining substantially all the relief sought.

5.10. This Agreement is the product of negotiation and preparation by, between and among Permittee and Contractor and their respective attorneys. Accordingly, the parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, and shall be construed accordingly.

## 6. COUNTERPARTS

6.1. This Agreement may be signed in any number of counterparts with the same effect as if the signatures on all counterparts were upon the same instrument.

[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ]

[ Letter Agreement – Signature Page ]

This Agreement has been executed by Permittee and acknowledged by Contractor  
as of the date first written above.

**PERMITTEE:**

**Minority Media TV-38, LLC**

By: 

Lee W. Shubert  
Court-Appointed Receiver

Agreed and acknowledged:

**CONTRACTOR:**

**High Maintenance Broadcasting, LLC**

By: \_\_\_\_\_  
Lauryn Hoffman  
Managing Member

[ Letter Agreement – Signature Page ]

This Agreement has been executed by Permittee and acknowledged by Contractor as of the date first written above.

**PERMITTEE:**

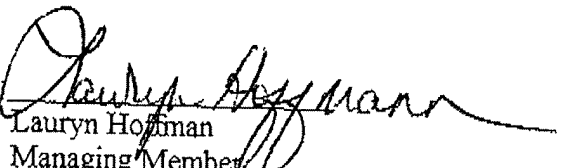
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Lauryn Hoffman  
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