

Contingent Applications Agreement

This Agreement is made and entered into this ____ day of January, 2019, by and among Emmis Austin Radio Broadcasting Company, L.P. ("Emmis"), licensee of station KBPA(FM), Channel 278C0, Facility ID No. 41213, San Marcos, Texas; Tejas Broadcasting LTD., LLP ("Tejas"), licensee of KMJR, Channel 252C1, Facility ID No. 12170, Odem, Texas; and Educational Media Foundation ("EMF"), licensee of Station KXAI (FM), Channel 279C1, Facility ID No. 7084, Refugio, Texas and the proposed purchaser of KMJR.

Preliminary Statements

WHEREAS, the parties have agreed to file mutually contingent applications under Section 73.3517(e) of the Commission's Rules (the "Contingent Applications") as described more specifically herein; and

WHEREAS, the Contingent Applications would serve the public interest by providing better service to the public;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein and in an agreement between Emmis and EMF, and in consideration of EMF's proposed purchase of KMJR, the parties hereby agree as follows:

Statement of Agreement

1. Emmis shall file a Contingent Application to change the KBPA community of License from San Marcos, Texas to Austin, Texas.
2. EMF shall file a Contingent Application to change the KXAI community of License from Refugio, Texas to Balcones Heights, Texas.
3. Tejas shall file a Contingent Application to change the KMJR facility from Channel 252C1 to Channel 279C1.
4. The parties agree to file the Contingent Applications simultaneously, proposing transmitter sites and technical facilities that have been coordinated in advance. Each application shall reference the others, and shall include a copy of this Agreement. Each party shall use commercially reasonable efforts to cooperate with the other parties in connection with the processing of the Contingent Applications, and shall take no action to delay or prevent the grant of such applications. Each party shall provide any additional information regarding such applications as may be reasonably requested by the FCC. Should the Commission deny any of the Contingent Applications, the parties shall use best efforts to re-file the Contingent Applications in compliance with FCC rules and policies.
5. If any term or provision of this Agreement is determined to be void, unenforceable or contrary to Law, the remainder of this Agreement shall continue in full force and effect

provided that such continuation would not materially diminish the benefits of this Agreement for any party.

6. This Agreement, and the agreements between Emmis and EMF with respect to payments for the changes proposed herein, and between EMF and Tejas for EMF's purchase of KMJR, set forth the entire understanding of the parties hereto at the time of execution and delivery hereof with respect to the subject matter hereof and may not be amended except by written amendment signed by the parties. Each of the undersigned represents and warrants that it has the requisite authority to bind its respective party to the terms and obligations of this Agreement.

7. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument.

8. Except to the extent required by law, Emmis, EMF and Tejas shall not disclose the existence of this Agreement or make known any of its terms to any person other than its attorneys, engineers, and representatives to whom disclosure is necessary to effectuate the purposes of this Agreement and who are similarly bound to hold the existence of this Agreement and its terms in confidence.


9. This Agreement shall be governed by and construed according to the laws of the State of Texas, specifically excluding its choice-of-law provisions.

[SIGNATURE PAGE FOLLOWS]

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

Emmis Austin Radio Broadcasting Company, L.P.
One Emmis Plaza
40 Monument Circle Suite 700
Indianapolis, Indiana 46204-3011

By: _____


J. Scott Enright, Executive Vice-President

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, California 95765

By: _____

Tejas Broadcasting LTD., LLP
1227 West Magnolia Avenue
Fort Worth, Texas 76104

By: _____
James L. Anderson, CEO

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One Emmis Plaza
40 Monument Circle Suite 700
Indianapolis, Indiana 46204-3011

By: _____
J. Scott Enright, Executive Vice-President

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, California 95765

By: Christopher Barran
Name: Christopher Barran
Title: CTO
By: Randy Chase
Name: Randy Chase
Title: VP of Radio

Tejas Broadcasting LTD., LLP
~~1227 West Magnolia Avenue~~
~~Fort Worth, Texas 76104~~

5535 Airport Fwy
Haltom City, TX 76117

By: James L. Anderson
James L. Anderson, CEO