

TIME BROKERAGE AGREEMENT

Dated as of November 14, 2003

by and between

KDBC-TV Limited Partnership

and

Pappas Telecasting of El Paso-Juarez,
A California Limited Partnership

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TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this "Agreement") is made and entered into as of November 14, 2003, by and between KDBC-TV Limited Partnership, a Washington, DC limited partnership (the "Licensee"), and Pappas Telecasting of El Paso-Juarez, a California Limited Partnership ("Time Broker").

RECITALS

WHEREAS, Licensee is the licensee of television broadcast station KDBC-TV, El Paso, Texas, paired digital television station KDBC-DT, El Paso, Texas, and associated low power, translator, or Class A television stations K02ES, Silver City, New Mexico, K20GL, Las Cruces, New Mexico, K6IAV, Las Cruces, New Mexico, and K36CK, Alamogordo, New Mexico (KDBC-TV and such associated stations being hereinafter referred to, collectively, as the "Station");

WHEREAS, the parties have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which the Time Broker has agreed to purchase substantially all of the property and assets used or held for current and future use in the operations of the Station as currently operated and to assume the liabilities set forth therein;

WHEREAS, Licensee desires to enter into this Agreement to provide a source of diverse programming and income for the Station by providing time on the Station to Time Broker on terms and conditions that conform to policies of the Licensee and the rules, regulations and policies of the Federal Communications Commission (the "FCC") (collectively, the "FCC's Rules") pertaining to time brokerage arrangements;

WHEREAS, Time Broker desires to provide an over-the-air program service to the El Paso, Texas designated market area ("DMA") and the surrounding area using the facilities of the Station to broadcast programming that conforms with the policies of Licensee and with the FCC's Rules; and

WHEREAS, the parties have carefully considered the Communications Act of 1934, as amended, together with the rules, regulations and policies promulgated thereunder by the FCC (the "Communications Act") and the FCC's time brokerage policies and intend that this Agreement comply in all respects with the Communications Act and the FCC's Rules.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, promises and agreements hereinafter set forth, the mutual benefits to be gained by the performance of such covenants, promises and agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto agree as follows. Capitalized terms used herein without definition shall have the meaning given them in the Asset Purchase Agreement.

**ARTICLE I.
SALE OF TIME.**

1.1 Broadcast of Programming. Effective as of 12:01 a.m. on the Commencement Date (as defined in Section 1.4 below), Licensee shall broadcast on the Station, or cause to be broadcast on the Station, programs that are presented to it by Time Broker as described in greater detail on Schedule 1.1 (the “Programming”).

1.2 Payment.

(a) In exchange for providing substantially all of the broadcast time on the Station, Time Broker shall pay the monthly rate of one dollar (\$1.00) for each calendar month in the Term prior to the fifth calendar month following the Commencement Date, and a monthly amount equal to 50% of the Station’s EBITDA (as defined below), thereafter (the “Monthly Payment”). The initial Monthly Payment shall be due on the Commencement Date, and each other Monthly Payment for the subsequent four (4) months shall be due and payable on the first business day of the calendar month to which such Monthly Payment pertains. Thereafter, the Monthly Payment shall be due 30 days after the end of the month in which the Monthly Payment pertains. The first and last Monthly Payments shall be prorated. Any Monthly Payment due and payable to the Licensee shall be adjusted for any negative Monthly Payment amounts accrued in preceding months during the Term. For any such Monthly Payment amounts that are negative, Licensee shall reimburse Time Broker for such negative amounts only to the extent that there are positive Monthly Payment amounts during the Term of this Agreement. In addition to the Monthly Payments due hereunder, Time Broker shall reimburse Licensee for the Operating Expenses (as defined in Section 3.5 hereof) and the Capital Expenses (as defined in Section 3.6 hereof) incurred by Licensee each month during the term hereof; provided, however, that Time Broker shall only be required to reimburse Licensee for such expenses (i) that are customary and reasonably consistent with Licensee’s past experience regarding the Station or (ii) for expenses that are not customary or reasonably consistent with Licensee’s past experience only to the extent such expenses are reasonably necessary and are beyond the reasonable control of Licensee. Such reimbursement shall be made by Time Broker within ten (10) days of receiving from Licensee a statement with the corresponding detailed information setting forth the Operating Expenses and Capital Expenses incurred by Licensee during each month, or portion thereof, during the Term. Notwithstanding anything to the contrary in this Section 1.2 or in Section 3.5, with respect to the expenses set forth in subsections (i) and (ii) of Section 3.5, Time Broker shall not be obligated to reimburse Licensee for such expenses to the extent such expenses relate to the two hours per week of programming reserved solely for Licensee’s use as set forth in Schedule 1.1 hereto.

(b) “EBITDA” for any period means, net income (or loss) of the Station, determined in accordance with GAAP, for such period plus, without duplication and to the extent reflected as a charge in the statement of such net income for such period, the sum of: (a) interest expense, (b) depreciation and amortization expense (including film amortization), and (c) amortization of intangibles (including, but not limited to, goodwill) and organization costs; and minus: (x) to the extent included in the statement of such net income for such period, the sum of (i) interest income, (ii) any extraordinary, unusual or non-recurring income or gains and (iii) any

other non-cash income, and (y) cash payments for programming made during such period. EBITDA shall exclude any income and costs not allocated at the Station level.

1.3 Programming. The Programming shall be responsive to the needs of the Station's community of license, as set forth on Schedule 1.3 hereto.

1.4 Term. This Agreement shall commence on November 17, 2003 (the "Commencement Date"), and shall terminate on the earlier of (x) the Closing, (y) the date on which the Asset Purchase Agreement is terminated, or (z) the date on which this Agreement is terminated pursuant to the provisions hereof (the "Term").

ARTICLE II. PROGRAMMING AND OPERATING STANDARDS AND PRACTICES.

2.1 Compliance with Standards. All Programming delivered by Time Broker and all programming supplied by Licensee during the term of this Agreement shall be in accordance with applicable statutes, the FCC's Rules and the Programming Policies set forth on Schedule 2.1. Licensee reserves the right to refuse to broadcast any Programming containing matter that Licensee believes violates any applicable law or regulation or the Programming Policies set forth in Schedule 2.1. If Time Broker does not adhere to the foregoing requirements, Licensee may suspend or cancel any specific program not so in compliance, without any reduction or offset in the payments due Licensee under this Agreement.

2.2 Political Broadcasts. Time Broker shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the public inspection file of the Station pertaining to the broadcast of political programming and advertisements, and to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with FCC's Rules. Time Broker shall consult and cooperate with Licensee and adhere in all material respects to all applicable statutes and the FCC's Rules, as announced from time to time, with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to "equal opportunities" and the carriage of contrasting points of view as mandated by any "fairness" rule with respect to such "issue-oriented" advertising or programming as may be broadcast) and the charges permitted therefor. Time Broker shall promptly provide to Licensee such documentation relating to such programming as Licensee is required to maintain in its public inspection file or as Licensee shall reasonably request.

2.3 Handling of Communications. Time Broker and Licensee shall cooperate in promptly responding to all mail, cables, telegrams or telephone calls directed to the Station in connection with the Programming provided by Time Broker or any other matter relevant to its responsibilities hereunder. Time Broker shall provide copies of all such correspondence to Licensee, and Licensee shall provide copies of all such correspondence to Time Broker. Promptly upon receipt, Time Broker shall advise Licensee, and Licensee shall advise Time Broker, of any public or FCC complaint or inquiry known to Time Broker or Licensee, as applicable, concerning such Programming, and each shall provide the other with copies of any

letters from the public, including complaints concerning such Programming. Upon Licensee's request, Time Broker shall broadcast material responsive to such complaints and inquiries. Notwithstanding the foregoing, Licensee shall handle all matters or inquiries relating to FCC complaints and any other matters required to be handled by Licensee under the FCC's Rules.

2.4 Preemption. Licensee may, from time to time, preempt portions of the Programming to broadcast emergency information or programs it deems would better serve the public interest, and may refuse to broadcast any of the Programming should Licensee deem it to be contrary to the public interest as set forth in Section 2.1. Time Broker shall be notified at least one week in advance of any preemption of any of the Programming for the purpose of broadcasting programs Licensee deems necessary to serve the public interest unless such advance notice is impossible or impractical, in which case Licensee shall notify Time Broker promptly upon making such determination. Licensee represents and covenants that preemption shall occur only to the extent that Licensee deems preemption necessary to carry out its obligations as an FCC licensee, and expressly agrees that its right of preemption shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee or others. In the event that Licensee preempts more than five (5) hours of Programming and announcements (other than preemptions by Licensee of Programming or announcements that are preempted based on a determination, in Licensee's reasonable discretion, that such Programming or announcements violate the FCC's Rules) over any consecutive thirty (30) day period at the Station, then Time Broker shall be entitled at its sole option to terminate this Agreement without further obligation to Licensee except for payments (if any) already due to Licensee and to pursue all other legal remedies available to it.

2.5 Rights in Programs. All right, title and interest in and to the Programming, and the right to authorize the use of the Programming in any manner and in any media whatsoever, shall be and remain vested at all times solely in Time Broker. Subject to Section 4.1, following the Commencement Date, Licensee shall assign to Time Broker all of the Station's respective Business Contracts. In the event that this Agreement is terminated other than as the result of the Closing, Time Broker and Licensee will cooperate fully in effecting the reassignment of any Business Contracts to Licensee.

2.6 "Payola" and "Plugola". Time Broker agrees that it will take steps, including the continuation of Licensee's system for periodic execution of affidavits, reasonably designed to assure that neither they nor their employees or agents will accept any gift, gratuity or other consideration, directly or indirectly, from any person or company for the playing of music, the presentation of any programming or the broadcast of any commercial announcement over the Station without reporting the same to the management of Licensee and without such broadcast being announced as sponsored. It is further understood and agreed that no commercial message, plugs or undue reference shall be made in programming presented over the Station to any business venture, profit-making activity or other interest (other than non-commercial announcements for bona fide charities, church activities or other public service activities) without the same having been approved by the management of the Licensee and said broadcast being announced as sponsored.

2.7 Advertising and Programming. Time Broker shall be solely responsible for any expenses incurred in connection with the broadcast of Programming and advertising on the

Station on or after the Commencement Date. Licensee shall be solely responsible for any expenses incurred in connection with the broadcast of programming and advertising prior to the Commencement Date. Time Broker shall be entitled to all revenue from the sale of advertising or program time in connection with the broadcast of Programming or advertising on or after the Commencement Date. Licensee shall be entitled to all revenue from the sale of advertising or program time in connection with the broadcast of programming or advertising prior to the Commencement Date. Time Broker does not assume any obligation of Licensee under any contract or advertising arrangement entered into by Licensee on or after the Commencement Date. Time Broker will advise Licensee of its lowest unit charges for political advertising, and Licensee shall not do anything that would lower Time Broker's lowest unit charges.

2.8 Compliance with Laws. At all times during the term of this Agreement, Time Broker and Licensee shall comply in all material respects with all applicable federal, state and local laws, rules and regulations.

2.9 Certifications. Pursuant to note 2(j)(3) of Section 73.3555 of the FCC's Rules, Licensee certifies that the Licensee maintains ultimate control over the Station's facilities, including, specifically, control over the Station's finances, personnel and programming, and Time Broker certifies that this Agreement complies with the provisions of Sections 73.3555(b), (c) and (d) of the FCC's Rules.

ARTICLE III. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES.

3.1 Transfer of Business Employees. Notwithstanding Section 6.9 of the Asset Purchase Agreement, the Time Broker's offers of employment and severance obligations to the Business Employees shall be made as of the Commencement Date in place and in lieu of the Closing Date; *provided, however*, that the Time Broker's offers of employment and severance obligations with respect to Licensee's management employees described in Section 3.3 hereof shall be made as of and on the Closing Date.

3.2 Time Broker's Employees. Time Broker shall employ and be responsible for the payment of salaries, taxes, insurance and all other costs related to all personnel used in connection with the Programming, including those employees offered employment as of the Commencement Date pursuant to Section 3.1(a) hereof (the "Time Broker's Employees"). Time Broker will not incur any liability on account of Licensee's Employees (as defined herein).

3.3 Licensee's Employees.

(a) Subject to the reimbursement obligations of Time Broker in this Agreement, Licensee shall employ and be responsible for the payment of salaries, taxes, insurance and all other costs related to the employees listed on Schedule 3.3 hereto, which personnel are necessary solely to (i) fulfill its obligations as Licensee, (ii) transmit the Programming and (iii) deliver any other programming (the "Licensee's Employees"). Licensee shall be reimbursed for these expenses only to the extent such expenses are reasonably consistent with past practice. Licensee will not incur any liability on account of Time Broker's Employees.

(b) Time Broker shall have no authority over and shall not supervise persons in the employ of Licensee after the Commencement Date, including the Licensee's Employees.

3.4 Time Broker's Expenses. Time Broker shall pay for all costs associated with the production, development, promotion and delivery of the Programming, including but not limited to, (i) all ASCAP, BMI, SESAC and other copyright fees associated with delivery of the Programming, (ii) any expenses incurred in connection with its sale of advertising time hereunder (including without limitation sales commissions) in connection with the Programming and (iii) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programming and all sales personnel (including salespeople, traffic personnel and programming staff).

3.5 Operating Expenses. Subject to the reimbursement obligations of Time Broker in this Agreement, Licensee shall be responsible for the payment when due of all fees and expenses relating to the operation and maintenance of the Station as necessary for Licensee to maintain the licensed transmitting capability of the Station and to fulfill its obligations as an FCC licensee, including, but not limited to, (i) all ASCAP, BMI, SESAC and other copyright fees associated with the delivery of programming by Licensee, (ii) any expenses incurred in connection with the sale of advertising time hereunder (including without limitation sales commissions) in connection with the delivery of programming by Licensee, (iii) any rent and utility payments for the towers and transmitters used in the operation of the Station, (iv) any rent and other payments for equipment used by Licensee in the operation of the Station, (v) any rent and other payments for studio space used by Licensee, and (vi) any insurance on the Station's equipment (other than equipment leased from Time Broker) (collectively, the "Operating Expenses"). Licensee shall be reimbursed for these expenses (a) to the extent they are customary and reasonably consistent with past practice, and (b) for expenses that are not customary or reasonably consistent with Licensee's past experience, only to the extent such expenses are reasonably necessary and are beyond the reasonable control of Licensee.

3.6 Capital Expenses. Licensee shall be responsible for all capital expenses incurred in making repairs or replacements to the facilities and equipment used in producing the Programming and operating the Station (the "Capital Expenses"). Licensee shall be reimbursed for these expenses (a) to the extent they are customary and reasonably consistent with past practice, and (b) for expenses that are not customary or reasonably consistent with Licensee's past experience, only to the extent such expenses are reasonably necessary and are beyond the reasonable control of Licensee.

ARTICLE IV. ASSIGNMENT OF CERTAIN AGREEMENTS AND RIGHTS.

4.1 Assignment. On the Commencement Date, Licensee shall assign to Time Broker all existing and effective contracts for the sale of time on the Station (the "Time Sales Agreements") together with all Business Contracts except those set forth on Schedule 4.1 hereto (together with the Time Sales Agreements, the "Assumed Contracts"), all items comprising "Current Liabilities" as such term is defined in Section 2.4(a) of the Asset Purchase Agreement,

all "Current Assets" as such term is defined in Section 2.4(a) of the Asset Purchase Agreement. On or prior to the Commencement Date, Licensee shall deliver to Time Broker a true and complete listing of all Trade Agreements, including the amounts due between the parties, currently existing as of September 28, 2003. The Business Contracts to be assigned hereunder requiring consent of a third party to such assignment shall be assigned upon receipt of such consent; and shall be subject to Section 2.1(a)(ii) of the Asset Purchase Agreement. Time Broker shall, on and as of the Commencement Date, or if assigned thereafter, on the date of such assignment, assume and become fully liable and responsible for all liabilities and obligations of Licensee under the Business Contracts. To the extent that transfer or assignment hereunder by the Licensee to the Time Broker of any Business Contract is not permitted or is not permitted without the consent of another Person, this Agreement shall not be deemed to constitute an undertaking to assign the same if such consent is not given or if such an undertaking otherwise would constitute a breach thereof or cause a loss of benefits thereunder. Licensee shall use its commercially reasonable efforts to obtain any and all such third party consents under all Business Contracts; *provided, however*, that Licensee shall not be required to pay or incur any cost or expense, other than routine and reasonable administrative costs, to obtain any third party consent that the Licensee is not otherwise required to pay or incur in accordance with the terms of the applicable Business Contract or this Agreement. If Licensee is unable to obtain any consent necessary to permit the valid assignment of a Business Contract, Licensee shall act as Time Broker's agent in connection with such Business Contract, and the parties shall cooperate to cause Time Broker to receive the benefit of the Business Contract in exchange for performance by Time Broker of all of Licensee's obligations under such Business Contract (including but not limited to the payment to Licensee of all amounts due under the Business Contract on or after the Commencement Date for services provided by Licensee).

4.2 Expenses and Income. Time Broker shall be responsible for all obligations, liabilities and expenses, and shall be entitled to receive all benefits and income, arising under the Assumed Contracts during the Term. Time Broker shall also be entitled to all benefits and income arising under the leases and subleases with respect to space on the Station's tower listed on Schedule 4.1 during the Term.

ARTICLE V. OPERATION OF STATION.

Notwithstanding any provision of this Agreement to the contrary, Licensee shall retain full authority and power with respect to the operation of the Station during the term of this Agreement and may take any and all steps necessary to faithfully and continuously do so throughout the term of this Agreement. The parties agree and acknowledge that Licensee's continued control of the Station is an essential element of the continuing validity and legality of this Agreement. Accordingly, Licensee shall employ the employees listed on Schedule 3.3 hereto to fulfill its obligations as licensee under the Communications Act and its obligations in accordance with Section 3.3 hereof. From the Commencement Date through the Closing, Time Broker shall maintain Business Employees sufficient to operate the Station. Licensee shall retain full authority and control over the policies, programming and operations of the Station, including, without limitation, the format of the Station and the decision whether to preempt programming in accordance with Section 2.4 hereof. Licensee shall have full responsibility to

effectuate compliance with the Communications Act and with the FCC's Rules. Licensee shall be responsible for maintaining the Station's public inspection file.

ARTICLE VI. GRANT OF LICENSES.

6.1 License to Use Station Facilities. Effective as of the Commencement Date, and except for the space described on Schedule 6.1 hereto, which shall be reserved exclusively for Licensee's use, Licensee grants Time Broker a license to access and use all of the Station's studio, transmission facilities, office space and any other facilities owned or used by Licensee ("Station Facilities") and all equipment, vehicles and furnishings contained therein ("Station Equipment") in the production and broadcasting of the Programming, sales, news and administration relating thereto, in accordance with the terms set forth in this Section 6.1 (the "Time Broker License"). The Time Broker License shall have a term beginning on the Commencement Date and ending upon the termination of the Term. Licensee shall not license the use of the Station Facilities to any other party during the term of the Time Broker License; and Time Broker's use of the Station Facilities shall be exclusive except for Licensee's right to use such facilities as it deems appropriate in its sole discretion in connection with the satisfaction of its obligations as the Licensee of the Station, including the use of such facilities and adequate office space for the employees of Licensee that are required solely for Licensee to comply with its obligations under Section 3.3 and Article V hereof. Time Broker shall use due care in the use of any property of Licensee, shall not remove any of Licensee's property from the Station Facilities, and, should this Agreement terminate other than at Closing, shall return Licensee's property to Licensee in substantially the same condition as existed on the Commencement Date.

6.2 License of Intellectual Property. Effective as of the Commencement Date, Licensee licenses to Time Broker the exclusive right to use (or, to the extent Licensee does not hold exclusive rights, the non-exclusive right to use) all intellectual property owned by or licensed to Licensee and used in the operation of the Station (including, but not limited to call signs and goodwill) (the "IP License"). Upon termination of this Agreement, the IP License shall terminate.

ARTICLE VII. INDEMNIFICATION.

7.1 Indemnification Rights. Each party (the "Indemnitor") will indemnify and hold harmless the other party, and the partners, employees, agents and affiliates of such other party, from and against any and all liability, including, without limitation, reasonable attorneys' fees arising out of or incident to (i) any material breach by Indemnitor of a representation, warranty or covenant made or agreed to by the Indemnitor herein, (ii) the programming produced or furnished by the Indemnitor, or (iii) the conduct of such party, its employees, contractors or agents (including negligence) in performing its or their obligations hereunder. Without limiting the generality of the foregoing, each party will indemnify and hold harmless the other party, and the partners, employees, agents and affiliates of such other party, from and against any and all liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of

rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming produced or furnished by it hereunder. The parties' indemnification obligations hereunder shall survive any termination or expiration of this Agreement for a period of fifteen (15) months after the Closing; *provided, however*, that if this Agreement terminates pursuant to an Event of Default pursuant to Section 8.1(d) of this Agreement, the indemnification rights provided in this Section 7.1 shall terminate, whereupon the indemnification rights set forth in the Asset Purchase Agreement shall control.

7.2 Procedures. If any claim (or proceeding relating thereto) by a person or entity not a party to this Agreement that is covered by the foregoing agreements to indemnify and hold harmless shall arise, the party who seeks indemnification (the "Indemnified Party") shall give written notice thereof to the Indemnitor pursuant to the notice provisions set forth in Section 12.8 promptly after the Indemnified Party learns of the existence of such claim or proceeding; *provided, however*, that the Indemnified Party's failure to give the Indemnitor prompt notice shall not bar the Indemnified Party's right to indemnification unless such delay or failure to notify has materially prejudiced the Indemnitor's ability to defend the claim or proceeding. The Indemnitor shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend against any such claim or proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; *provided*, that the Indemnitor shall not have the right to control the defense of any such claim or proceeding unless it has acknowledged in writing its obligation to indemnify the Indemnified Party fully from all liabilities incurred as a result of such claim or proceeding; *provided, further*, that (i) the Indemnitor shall not effect any settlement relating to any such claim or proceeding unless such settlement includes an unconditional release of such Indemnified Party from all liability on any claims that are the subject of such claim or proceeding and (ii) the Indemnitor may not contractually bind any Indemnified Party without the written consent of the Indemnified Party. The parties will fully cooperate in any such action and shall make available to each other any books or records useful for the defense of any such claim or proceeding. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such claim or proceeding within twenty (20) days after receiving notice thereof from the Indemnified Party (or such shorter time specified in the notice as the circumstances of the matter may dictate), the Indemnified Party shall be free to dispose of the matter, at the expense of the Indemnitor, in any way in which the Indemnified Party deems to be in its best interest.

7.3 Insurance. Time Broker and Licensee shall each maintain broadcasters' liability insurance policies covering libel, slander, invasion of privacy and the like, general liability, blanket crime, property damage, business interruption, automobile liability, and workers' compensation insurance in forms and amounts customary in the television broadcast industry, and each of the parties hereto will name the other as an additional insured under such policies and will provide for notice to the other party prior to cancellation thereof. Upon request, each party will provide the other with certificates evidencing such insurance, and will further provide certificates evidencing renewal thereof prior to the expiration of such policies. Each party will carry standard property and casualty insurance for the property, vehicles, and equipment it owns, but will not be required to carry such insurance on the property owned by the other.

**ARTICLE VIII.
DEFAULT.**

8.1 Events of Default. The following, after the expiration of the applicable cure periods specified in Section 8.2, shall constitute Events of Default under this Agreement:

(a) Non-Payment. Time Broker's failure to timely pay the consideration provided in Section 1.2;

(b) Default in Covenants. Time Broker's or Licensee's material default in the observance or performance of any covenant, condition or agreement contained herein;

(c) Breach of Representation or Warranty. Time Broker's or Licensee's material breach of any representation or warranty made by it herein, or in any certificate or document furnished pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect as of the time made or furnished; or

(d) Default under the Asset Purchase Agreement. The material breach by any party hereto of any representation, warranty, covenant, condition or agreement in the Asset Purchase Agreement that is not cured within any time period provided for such cure in the Asset Purchase Agreement; *provided*, that no party may use its own breach under the Asset Purchase Agreement as grounds to terminate this Agreement.

8.2 Cure Periods. Unless provided otherwise in this Agreement, an Event of Default shall not be deemed to have occurred until thirty (30) days (or ten (10) days if a payment default under Section 8.1(a)) after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default, and such event has not been cured within such time period.

**ARTICLE IX.
TERMINATION.**

This Agreement shall automatically terminate upon the expiration of the Term of this Agreement as set forth in Section 1.4. In addition, this Agreement shall terminate as provided below.

9.1 Termination Upon Default. In addition to other remedies available to the parties hereto at law or in equity, and in addition to other provisions providing for termination herein, this Agreement may be terminated as set forth below by either Licensee or Time Broker by written notice to the other if the party seeking to terminate is not then in material default or breach hereof, upon either:

(a) an Event of Default caused by the non-terminating party; or

(b) a change in the FCC's Rules that would cause this Agreement to be in violation thereof, and such change is final, in effect and has not been stayed, and the parties are unable, after negotiating in good faith for at least thirty (30) days, to modify this Agreement to comply with the change in the FCC's Rules.

9.2 Certain Matters Upon Termination.

(a) Upon any termination of this Agreement, Licensee shall have no further obligation to provide to Time Broker any broadcast time or broadcast transmission facilities.

(b) If this Agreement terminates other than as a result of the Closing,

(i) Time Broker shall assign to Licensee, and Licensee shall assume, the Assumed Contracts and all other contracts and other agreements that Time Broker has entered into in the ordinary course of business and consistent with current operations of the Station or with the written consent of the Licensee, in each case that are in effect on the date of such termination or expiration, and, subject to Section 9.2(c), all outstanding accounts receivable and accounts payable of the Station that Time Broker has incurred in the ordinary course of business and consistent with current operations of the Station or with the written consent of the Licensee not collected or paid by the Time Broker prior to such termination.

(ii) Subject to Section 9.2(c), Time Broker shall assign to Licensee all of its right, title and interest in any Current Assets, and Licensee shall assume all Current Liabilities, accrued through the date of such termination in connection with the operation of the Station.

(iii) Time Broker shall permit Licensee to, and Licensee shall, offer employment to any of the Business Employees hired by Time Broker pursuant to Section 3.1 and to such other employees hired by Time Broker in the ordinary course of Time Broker's performance of its obligations hereunder or otherwise relating to the business of the Stations (other than employees of Time Broker or an Affiliate of Time Broker as of the Commencement Date).

(c) If this Agreement terminates other than as a result of a breach of this Agreement or the Asset Purchase Agreement, and other than as a result of the Closing, then: (i) to the extent Termination Date Working Capital (as defined in Section 9.2(f) below) is less than Working Capital as finally determined pursuant to Section 2.4 of the Asset Purchase Agreement ("Commencement Date Working Capital"), Time Broker shall pay the amount of such deficiency to Licensee, (ii) to the extent Termination Date Working Capital exceeds Commencement Date Working Capital, Licensee shall pay to Time Broker the amount of such excess, and (iii) Time Broker shall be entitled to retain the cash collected by the Time Broker pursuant to the operation of the Station under this Agreement, which cash includes but is not limited to any accounts receivable of the Station (whether generated before or after the Commencement Date) less (x) amounts reimbursed to the Licensee pursuant to this Agreement, (y) all other reasonable expenses incurred by the Time Broker in good faith and associated directly with performing its obligations under this Agreement and the Assumed Contracts, and (z) the aggregate amount of Monthly Payments made by the Time Broker to the Licensee pursuant to this Agreement (the "Net Cash"). If the Net Cash amount is negative, Licensee shall not be required to reimburse Time Broker for any such negative amount.

(d) If this Agreement terminates or is terminated by Time Broker as a result of a breach by Licensee of this Agreement or the Asset Purchase Agreement, then: (i) to the extent Termination Date Working Capital exceeds Commencement Date Working Capital, Licensee shall pay to Time Broker the amount of such excess, (ii) to the extent Termination Date Working Capital is less than Commencement Date Working Capital, no payment or adjustment shall be made to compensate Licensee for such deficiency, and (iii) Time Broker shall be entitled to retain the Net Cash amount, and Licensee shall reimburse Time Broker for any negative Net Cash amount.

(e) If this Agreement terminates or is terminated by Licensee as a result of a breach by Time Broker of this Agreement or the Asset Purchase Agreement, then: (i) to the extent Termination Date Working Capital is less than Commencement Date Working Capital, Time Broker shall pay to Licensee the amount of such deficiency, (ii) to the extent Termination Date Working Capital exceeds Commencement Date Working Capital, no payment or adjustment shall be made to compensate Time Broker for such excess, and (iii) Time Broker shall pay to Licensee the Net Cash amount, provided however, that if the Net Cash amount is negative, Licensee shall not be required to reimburse Time Broker for any such negative amount.

(f) As promptly as practicable, but in any event within thirty (30) Business Days after termination of this Agreement other than as a result of the Closing, Time Broker shall cause to be prepared and delivered to Licensee a statement (the “Estimated Statement of Termination Date Working Capital”) setting forth the Working Capital as of the date of termination of this Agreement (the “Termination Date Working Capital”), as estimated by the Time Broker in good faith, based upon the books and records of the Time Broker.

(g) As promptly as practicable, but in any event within thirty (30) Business Days following delivery of the Estimated Statement of Termination Date Working Capital, the Licensee shall cause to be prepared and delivered to the Time Broker a statement (the “Final Statement of Termination Date Working Capital”) setting forth the Termination Date Working Capital. Subject to Section 9.2(h), the parties will make any payments required by this Section 9.2 within thirty (30) calendar days following delivery of the Final Statement of Termination Date Working Capital to Time Broker.

(h) If the Time Broker disagrees in good faith with the Final Statement of Termination Date Working Capital, Time Broker shall so notify Licensee in writing (the “Notice of Disagreement”) within thirty (30) calendar days following delivery of the Final Statement of Termination Date Working Capital. The Notice of Disagreement shall set forth in reasonable detail the basis for the disagreement described therein. Thereafter, the Licensee and the Time Broker shall attempt in good faith to resolve and finally determine the amount of the Termination Date Working Capital. If the parties are unable to resolve the disagreement within thirty (30) calendar days following delivery of the Notice of Disagreement, then the parties shall select a mutually acceptable, nationally recognized independent accounting firm that does not then have a relationship with the Licensee or the Time Broker, or any of their respective Affiliates (the “Independent Accountant”), to resolve the disagreement and make a determination with respect thereto. Such determination will be made, and written notice thereof given to the Licensee and the Time Broker, within thirty (30) calendar days after such selection. The determination by the Independent Accountant shall be final, binding and conclusive upon the Licensee and the Time

Broker. The scope of the Independent Accountant's engagement (which will not be an audit) shall be limited to the resolution of the disputed items described in the Notice of Disagreement, and the recalculation, if any, of the Final Statement of Termination Date Working Capital, in light of such resolution. If an Independent Accountant is engaged pursuant to this Section 9.2(j), the fees and expenses of the Independent Accountant shall be borne equally by the Licensee and the Time Broker. Within ten (10) calendar days after delivery of a notice of determination by the Independent Accountant as described above, any payment required by this Section 9.2 shall be made, based on such determination.

(i) Notwithstanding anything herein to the contrary, no expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims under Article VII hereof or limit or impair any party's rights to receive payments due and owing hereunder on or before the date of such termination.

ARTICLE X. REMEDIES.

In addition to a party's rights of termination hereunder (and in addition to any other remedies available to it or provided under law), in the event of an uncured Event of Default with respect to either party, the other may seek specific performance of this Agreement, in which case the defaulting party shall waive the defense in any such suit that the other party has an adequate remedy at law and interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy hereunder.

ARTICLE XI. CERTAIN REPRESENTATIONS AND WARRANTIES OF THE PARTIES.

11.1 Representations and Warranties of Time Broker. Time Broker hereby represents and warrants to Licensee as follows:

(a) Organization. Time Broker is a limited partnership duly organized, validly existing and in good standing under the laws of the State of California, is duly qualified to do business in, and is in good standing under, the laws of the State of Texas.

(b) Authorization. The execution and delivery of this Agreement by Time Broker has been duly authorized by all necessary actions on the part of Time Broker. This Agreement has been duly executed by Time Broker and delivered to Licensee and constitutes a valid and binding agreement of Time Broker, enforceable in accordance with its terms.

(c) No Consent. No consent, waiver, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of the Time Broker in connection with the execution and delivery by the Time Broker of this Agreement, the performance by the Time Broker of its obligations hereunder, and the consummation by the Time Broker of the transactions contemplated hereby, including, without limitation, where the failure to obtain such consent, waiver, approval, order or authorization, or to make such registration, qualification, designation, declaration or filing, would not have a material adverse effect on the ability of the Time Broker to perform its

obligations under this Agreement or to consummate the transactions contemplated hereby, except as set forth in Schedule 11.1(c) hereto.

(d) No Breach. Assuming that all applicable consents, waivers, approvals, orders and authorizations set forth in Schedule 5.4 of the Asset Purchase Agreement have been obtained and all applicable registrations, qualifications, designations, declarations or filings with any Governmental Authorities set forth in Schedule 5.4 of the Asset Purchase Agreement have been made, and except as set forth in Schedule 11.1(d) hereto, the execution and delivery by the Time Broker of this Agreement, the performance by the Time Broker of its obligations hereunder, and the consummation by the Time Broker of the transactions contemplated hereby, will not conflict with or violate in any material respect, constitute a material default (or event which with the giving of notice or lapse of time, or both, would become a material default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any material obligation or loss of any material benefit under, or require the Time Broker to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person as a result or under, the terms or provisions of (i) the organizational documents of the Time Broker, (ii) any Contract to which the Time Broker is a party or is bound, or (iii) any Law applicable to the Time Broker, or any Governmental Order issued by a Governmental Authority by which the Time Broker is in any way bound or obligated, except, in the case of clauses (ii) and (iii) of this Section 11.1(d), as would not, in any individual case, have a material adverse effect on the ability of the Time Broker to perform its obligations under this Agreement or to consummate the transactions contemplated hereby.

(e) Litigation. There are no pending or, to the knowledge of Time Broker, threatened Actions by any Person or Governmental Authority against or relating to the Time Broker or, to the knowledge of the Time Broker, any current or former employees (in their capacity as such) of the Time Broker, that may adversely affect Time Broker's ability to perform in accordance with the terms of this Agreement, and Time Broker is unaware of any facts that could reasonably result in any such proceeding.

(f) Qualifications. The Time Broker is legally and financially qualified under the Communications Act to enter into this Agreement, and to consummate the transactions contemplated hereby. To do the foregoing, it is not necessary for the Time Broker or any Affiliate of the Time Broker (or any person in which the Time Broker or any Affiliate of the Time Broker has an attributable interest under the Communications Act) to seek or obtain any waiver from the FCC, dispose of any interest in any media or communications property or interest, terminate any venture or arrangement, or effectuate any changes or restructuring of its ownership, including, without limitation, the withdrawal or removal of officers or directors or the conversion or repurchase of equity securities of the Time Broker or any Affiliate of the Time Broker or owned by the Time Broker or any Affiliate of the Time Broker (or any person in which Time Broker or any Affiliate of the Time Broker has any attributable interest under the Communications Act).

11.2 Representations, Warranties and Covenants of Licensee. Licensee hereby represents and warrants to Time Broker as follows:

(a) Organization. Licensee is a limited partnership duly organized, validly existing and in good standing under the laws of the District of Columbia, is duly qualified to do business in, and is in good standing under, the laws of the State of Texas. Licensee has full power and authority to conduct the business and operations of the Station as currently conducted and proposed to be conducted and to enter into and perform this Agreement.

(b) Authorization. The execution and delivery of this Agreement by Licensee has been duly authorized by all necessary actions on the part of Licensee. This Agreement has been duly executed by Licensee and delivered to Time Broker and constitutes the valid and binding agreement of Licensee, enforceable in accordance with its terms, except as limited by laws affecting the enforcement of creditors' rights generally or equitable principles.

(c) No Consent. No consent, waiver, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of the Licensee in connection with the execution and delivery by the Licensee of this Agreement, the performance by the Licensee of its obligations hereunder, and the consummation by the Licensee of the transactions contemplated hereby, including, without limitation, where the failure to obtain such consent, waiver, approval, order or authorization, or to make such registration, qualification, designation, declaration or filing, would not have a material adverse effect on the ability of the Licensee to perform its obligations under this Agreement or to consummate the transactions contemplated hereby, except as set forth in Schedule 11.2(c) hereto.

(d) No Breach. Assuming that all applicable consents, waivers, approvals, orders and authorizations set forth in Schedule 4.4 of the Asset Purchase Agreement have been obtained and all applicable registrations, qualifications, designations, declarations or filings with any Governmental Authorities set forth in Schedule 4.4 of the Asset Purchase Agreement have been made, and except as set forth in Schedule 11.2(d) hereto, the execution and delivery by the Licensee of this Agreement, the performance by the Licensee of its obligations hereunder, and the consummation by the Licensee of the transactions contemplated hereby, will not conflict with or violate in any material respect, constitute a material default (or event which with the giving of notice or lapse of time, or both, would become a material default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any material obligation or loss of any material benefit under, or require the Licensee to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person as a result or under, the terms or provisions of (i) the organizational documents of the Licensee, (ii) any Contract to which the Licensee is a party or is bound, or (iii) any Law applicable to the Licensee, or any Governmental Order issued by a Governmental Authority by which the Licensee is in any way bound or obligated, except, in the case of clauses (ii) and (iii) of this Section 11.2(d), as would not, in any individual case, have a material adverse effect on the ability of the Licensee to perform its obligations under this Agreement or to consummate the transactions contemplated hereby.

(e) Actions and Proceedings. There are no pending or, to the knowledge of Licensee, threatened Actions by any Person or Governmental Authority against or relating to the Licensee or, to the knowledge of the Licensee, any current or former employees (in their capacity as such) of the Licensee, that may adversely affect Licensee's ability to perform in

accordance with the terms of this Agreement, and Licensee is unaware of any facts that could reasonably result in any such proceeding.

(f) FCC Licenses. As of the Commencement Date, all licenses granted to the Station by the FCC (the "Station Licenses") necessary to operate the Station, are in full force and effect and are unimpaired in any material respect by any acts or omissions of the Licensee. Without limiting the generality of the foregoing, the Station Licenses are all valid for the balance of the current license term generally applicable to television stations licensed to in the States of Texas or New Mexico, as the case may be, and are subject to no restrictions or conditions outside of the ordinary course other than as disclosed in the Station Licenses. All FCC regulatory fees for the Stations have been timely and fully paid, and all towers from which the Station operates have been duly registered with the FCC. There is no action pending, or to Licensee's knowledge threatened, before the FCC or other governmental authority to revoke, refuse to renew, suspend or adversely modify any Station License, and to the Licensee's knowledge there is and has been no proceeding that has resulted, or would reasonably be expected to result, in the issuance of any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture by or before the FCC with respect to the Station. Except as set forth on Schedule 4.19 of the Asset Purchase Agreement, the Station is operating in compliance with the Communications Act, and with each of the Station Licenses, including the operation of the Station at the authorized radiated power, in all material respects, and Seller has timely made all filings required by the Communications Act with respect to the Station.

ARTICLE XII. MISCELLANEOUS.

12.1 Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by the party against whom the waiver is sought to be enforced, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

12.2 Waiver. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by any other of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

12.3 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the choice of law rules utilized in that jurisdiction.

12.4 Construction. The Section headings of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement.

As used herein, the neuter gender shall also denote the masculine and feminine, and the masculine gender shall also denote the neuter and feminine, where the context so permits.

12.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by the Licensee or the Time Broker without the prior written consent of the other party and any purported assignment or delegation in violation hereof shall be null and void. Notwithstanding anything herein, (a) Time Broker may collaterally assign this Agreement, including without limitation all of its rights and remedies hereunder, to an agent on behalf of one or more lenders to secure the indebtedness of Time Broker or any of its affiliates in connection with the acquisition contemplated under the Asset Purchase Agreement and (b) if the agent enforces such collateral assignment, Licensee will recognize the agent or any purchaser at a foreclosure sale as the new Time Broker hereunder; provided, however, that nothing in this provision shall relieve the Time Broker of its obligations hereunder.

12.6 Force Majeure. Both parties acknowledge and agree that a party will not be liable for any failure to timely perform any of its obligations under this Agreement if such failure is due, in whole or in part, directly or indirectly, to accidents, fires, floods, governmental actions, war, civil disturbances, other causes beyond such party's control or any other occurrence which would generally be considered an event of *force majeure*.

12.7 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures on each such counterpart were on the same instrument.

12.8 Notices. All notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally (which shall include delivery by facsimile or by Federal Express or other recognized courier service that issues a receipt or other confirmation of delivery) to the party for whom such communications is intended, or three (3) business days after the date mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, addressed as follows.

if to the Time Broker, to:

Pappas Telecasting of El Paso-Juarez, a
California Limited Partnership
500 S. Chinowith Road
Visalia, CA
Attn: Harry J. Pappas

with copies to:

Paul Hastings, Janofsky & Walker LLP
1299 Pennsylvania Avenue, NW
Washington, DC 20004
Attn: David D. Burns

if any notice alleges an Event of Default by Time Broker, to:

Fortress Credit Opportunities I LP
1251 Avenue of the Americas, 16th Floor
New York, New York 10020
Attention: Kevin Treacy

if to the Licensee, to:

Imes Communications
P.O. Box 511
201 5th Street South
Columbus, MS 39703
Attention: Frank B. Imes

with copies to:

Latham & Watkins LLP
Suite 1000
555 Eleventh Street, N.W.
Washington, D.C. 20004
Attention: Eric L. Bernthal

Any party may change its address for notices by notice to the others given pursuant to this Section.

12.9 Entire Agreement. This Agreement, the Asset Purchase Agreement, and the Exhibits and Schedules hereto and thereto (which are incorporated by reference herein) constitute the entire agreement between the parties with respect to the subject matter hereof and referenced herein, and supersede and terminate any prior agreements between the parties (written or oral). This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

12.10 Severability. If any one or more of the provisions contained in this Agreement should be found invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.

12.11 No Joint Venture. The parties agree that nothing herein shall constitute a partnership or joint venture between them. The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement (subject to Section 6.2).

12.12 Damage to Station. In the event of damage or destruction to the Station (other than damage or destruction caused by Time Broker), Licensee shall proceed to repair, replace or restore such Station to its former condition as promptly as is commercially reasonable.

12.13 Noninterference. During the term of this Agreement, neither Licensee nor any of its employees shall take any actions that might impair the operations of Time Broker conducted

hereunder, except to the extent expressly contemplated by this Agreement or as otherwise required by law.

12.14 Regulatory Changes. In the event of any order or decree of an administrative agency or court of competent jurisdiction, including without limitation any material change or clarification in the FCC's Rules that would cause this Agreement to be invalid or violate any applicable law, and such order or decree has become effective and has not been stayed, the parties will use their respective commercially reasonable efforts and negotiate in good faith to modify this Agreement to the minimum extent necessary to comply with such order or decree without material economic detriment to either party, and this Agreement, as so modified, shall then continue in full force and effect. In the event that the parties are unable to agree upon a modification of this Agreement so as to cause it to comply with such order or decree without material economic detriment to either party, then this Agreement shall be terminated pursuant to Section 9.1(b) of this Agreement.

12.15 Publicity. Neither Time Broker nor Licensee nor any of their respective affiliates shall issue any press release or make any public statement (oral or written) regarding the transactions contemplated by this Agreement or the Asset Purchase Agreement except as required by law or regulation or as agreed to in writing in advance by Licensee and Time Broker.

12.16 Digital Signal. Time Broker agrees that Licensee may, at no cost, simulcast all or a portion of the Station's Programming on the Licensee's digital television channel.

12.17 Mandatory Cable Carriage – Retransmission Consent Election. Licensee shall consult with Time Broker prior to making any election of must carry or retransmission consent rights pursuant to Section 76.64 of the FCC's Rules and the provisions of the Cable Television Consumer Protection and Competition Act of 1996 (Public Law 102-385, 106 Stat. 1464) or similar rights in connection with other video programming distributors. Time Broker and Licensee agree to cooperate with one another in marketing the Station's programming service to cable operators and other video programming distributors.

12.18 Documentation. The assignments to, and assumptions by, Purchaser and Licensee contemplated by this Agreement shall be evidenced by agreements in a form reasonably acceptable to the parties to be delivered upon the date of such assignments and assumptions.

12.19 Certain Definitions. Capitalized words used but not defined in here shall have the meanings given them in the Asset Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

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

KDBC-TV LIMITED PARTNERSHIP

By: _____
Name:
Title:

**PAPPAS TELECASTING OF EL PASO-
JUAREZ, A CALIFORNIA LIMITED
PARTNERSHIP**

By: _____
Name:
Title:

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

KDBC-TV LIMITED PARTNERSHIP

By: *Frank Amer - President*

Name:

Title:

**PAPPAS TELECASTING OF EL PASO-
JUAREZ, A CALIFORNIA LIMITED
PARTNERSHIP**

By: _____

Name:

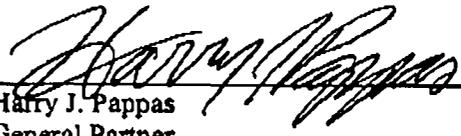
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized officer as of the date first above written.

KDBC-TV LIMITED PARTNERSHIP

By: _____
Name:
Title:

**PAPPAS TELECASTING OF EL PASO-
JUAREZ, A CALIFORNIA LIMITED
PARTNERSHIP**

By:  _____
Harry J. Pappas
General Partner

SCHEDULE 1.3

Community of License

El Paso, Texas

SCHEDULE 6.1

Station Facilities

See attached.

Licensee's employees shall occupy the space, as agreed to by the parties, necessary for such employees to fulfill their job responsibilities.

