

**LEASE MANAGEMENT AGREEMENT  
AND  
LICENSE PURCHASE AGREEMENT**

This **Lease Management Agreement and License Purchase Agreement** is dated as of March 31<sup>st</sup>, 2006, by and between Sandra May, an individual residing at 4009 Hwy 29 South, Hope, AR 71801 and Rodney Davis, General Manager and CEO of Mulholland Media Group, an individual residing at 35 Preston Circle, Texarkana, AR 71854.

**WHEREAS**, Sandra May, an individual, is the Federal Communication Commission ("FCC") licensee of LPTV Station KTEV, licensed for the City of Texarkana, AR; and

**WHEREAS**, Sandra May is the sole owner of KTEV-LP Station and the sole director of the LPTV station; and

**WHEREAS**, Mulholland Media Group, represented by Rodney Davis, General Manager/CEO, wishes to lease with the option of buying the license owned by Sandra May; and

**WHEREAS**, Sandra May (lessor/seller) wishes to lease with the option of selling and Mulholland Media Group (lessee/purchaser) wishes to lease with the option of purchasing, the license covering the station (the "FCC License") upon the terms and subject to the conditions set forth herein; and

**WHEREAS**, Mulholland Media Group, Rodney Davis, General Manager, will manage and operate KTEV-LP TV Station at 2409 College Drive, Texarkana, Texas 75501, upon the terms and subject to the conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the above premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained and other good and valuable consideration, the parties agree as follows:

Section 1

**LEASE MANAGEMENT AGREEMENT AND SALE OF KTEV-LP TV LICENSE**

**1.1 Lease and Sell of License.** Subject to the terms and conditions hereof, the total amount of the lease and purchase of the License of KTEV-LP TV Station will be Forty-six thousand and No/100 Dollars (\$46,000.00) (the "Lease and Purchase Price").

**1.2 License Liability.** Upon signing this agreement, the license shall be free and clear of all liens, encumbrances, debts, and liabilities and shall remain that way throughout the duration of this agreement.

**1.3 Payment of Lease and Purchase Price.** After signing this agreement, Lessee/Purchaser will pay the Lessor/Seller Thirty Thousand and No/100 Dollars (\$30,000.00) to initiate the lease of the license, by April 1, 2006.

Also, Purchaser will pay Lessor/Seller, Sandra May, One Hundred and No/100 Dollars (\$100.00) per month to continue to lease the station. The initial payment of Thirty Thousand and No/100 Dollars (\$30,000.00) and the monthly payments of One Hundred and No/100 Dollars (\$100.00) are not refundable to the Purchaser if for any reason the Purchaser defaults or chooses to end this agreement.

**1.4. Transfer of License.** On or before August 15, 2007, Lessor/Seller and Lessee/Purchaser will file the necessary paper work with the "FCC" to transfer the control of license to Mulholland Media Group. Within 15 days after final approval of the transfer of license by the "FCC", Mulholland Media Group will pay Lessor/Seller (Sandra May) a balance resulting in a total amount paid by the Lessee/Purchaser to the Seller for lease and purchase of license equaling \$46,000.

## Section 2

**Power of Attorney to Manage and Program KTEV-LP.** Lessor/Seller will grant Mulholland Media Group, full and exclusive control of managing and programming the station within the guidelines outlined by the "FCC" after the signing of this agreement.

## Section 3

### **Covenants of the Seller and Purchaser**

**Antenna and Transmitter Relocation.** After signing this agreement, upon the request of the Lessee/Purchaser, Lessor/Seller shall file the necessary application and any other appropriate documentation with the FCC to move its antenna and transmitter site to location selected by purchaser.

## Section 4

### **Post-closing Security**

Lessor/Seller shall be liable to pay all debts, claims, or other liabilities of any type of the owner of License which exists at closing or which arises after closing, but are the result of the Lessor/Seller's action prior to closing and which are listed or made known prior to closing.

## Section 5

### **Miscellaneous**

**Termination of Agreement.** This remaining part of this lease and license purchase agreement may be terminated at anytime:

- (a) by the mutual consent of the lessor/seller and the lessee/purchaser, or
- (b) by the lessee/purchaser if the targeted acquisition of license is denied by the "FCC" and the lessee/purchaser determines in its reasonable discretion that pursuing any further consummation of the transactions contemplated herein is not in lessee/purchaser's best interest (all payments for lease prior to the time of such decision are non-refundable), or

(c) by Lessor/Seller in the event Lessee/Purchaser is in material breach of any representation, warranty, or covenant contained in this agreement. However, Lessee/Purchaser has 20 days to cure problem(all payments for lease prior to such breach are non-refundable), or

(d) by Lessee/Purchaser in the event the Lessor/Seller is in material breach of any representation, warranty, or covenant contained in this agreement. However, Lessor/Seller has 20 days to cure problem.

(e) Governing Law. This agreement shall be governed in all respects by the laws of the State of Arkansas and by the Rules and Regulations of the Federal Communications Commission.

This agreement shall be binding upon signature of both parties. Either party may not assign this agreement to another party or entity without the prior written approval of the other party.

If either party of this agreement should meet an untimely death, or become incapacitated before this agreement is completed, the agreement will move forward in the manner prescribed and set forth herein, without any changes, and cannot be remanded to probate court.

This agreement constitutes the full and entire understanding and agreement between parties with regard to the subject matter hereof and supersedes all prior agreements and understandings among the parties relating to the subject hereof. Neither this agreement nor any term hereof may be amended, waived discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or terminate is sought.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective authorized officers as of the date aforesaid.

KTEV-LP TV Station

By: Sandra A. May  
Name: Sandra A. May  
Title: Sole Owner KTEV-LP TV  
Date: 03-31-06

#### ACKNOWLEDGEMENT

STATE OF ARKANSAS, )  
COUNTY OF HEMPSTEAD. )

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public within and for the County and state aforesaid, duly qualified, commissioned and acting, Sandra A. May, known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged that she had executed the same for the consideration and purposes therein set forth.

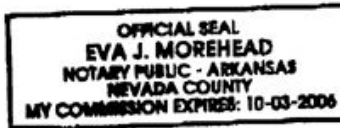
31<sup>st</sup> WITNESS MY HAND and seal as such Notary Public on this the  
day of March, 2006.

*Eva J. Morehead*

Notary Public

My commission Expires:

10-03-2006



Mulholland Media Group

By: *Rodney B. Davis*

Name: Rodney B. Davis

Title: General Manager & CEO

Date: 3/31/06

#### ACKNOWLEDGEMENT

STATE OF ARKANSAS, )  
)  
COUNTY OF MILLER. )

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public within and for the County and state aforesaid, duly qualified, commissioned and acting, Rodney B. Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she had executed the same for the consideration and purposes therein set forth.

WITNESS MY HAND and seal as such Notary Public on this the  
day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

My commission Expires:

\_\_\_\_\_

instrument, and acknowledged that she had executed the same for the consideration and purposes therein set forth.

WITNESS MY HAND and seal as such Notary Public on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

My commission Expires:  
\_\_\_\_\_

Mulholland Media Group

By: Rodney B. Davis

Name: Rodney B. Davis

Title: General Manager & CEO

Date: 3/31/06

#### ACKNOWLEDGEMENT

STATE OF ARKANSAS, )  
 )  
COUNTY OF MILLER. )

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public within and for the County and state aforesaid, duly qualified, commissioned and acting, Rodney B. Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she had executed the same for the consideration and purposes therein set forth.

31<sup>st</sup> WITNESS MY HAND and seal as such Notary Public on this the  
\_\_\_\_\_ day of March, 2006.

Pamela Bond

Notary Public

My commission Expires:

08-04-2013

PAMELA BOND NOTARY PUBLIC-STATE OF ARKANSAS MILLER COUNTY My Commission Expires 08-04-2013
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