

TIME BROKERAGE AGREEMENT
BY AND AMONG
GRIFFIN TELEVISION TULSA II, L.L.C.,
GRIFFIN COMMUNICATIONS, L.L.C.
AND
TULSA COMMUNICATIONS, LLC
AND CASCADE BROADCASTING, LLC
Dated as of October 1, 2005

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TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (the "Agreement") is made this 1st day of October, 2005 (the "Execution Date"), by and among Cascade Broadcasting Group, LLC, a Nevada limited liability company ("Cascade"), Tulsa Communications, LLC, a Delaware limited liability company ("Tulsa Communications" and , together with Cascade, the "Licensee"), and Griffin Television Tulsa II, L.L.C., an Oklahoma limited liability company ("Griffin Tulsa"), and its parent entity, Griffin Communications, L.L.C., an Oklahoma limited liability company (together with Griffin Tulsa, "Broker") (each a "Party" and collectively, the "Parties").

RECITALS:

A. Tulsa Communications owns and operates television station KWBT(TV), Muskogee, Oklahoma, Facility ID Number 78332 (the "Station");

B. Concurrently with the execution of this Agreement, Broker and Licensee have mutually entered into an Asset Purchase Agreement ("Purchase Agreement"), pursuant to which Griffin Tulsa shall purchase from Tulsa Communications, and Tulsa Communications shall sell to Griffin Tulsa, all Assets located in the State of Oklahoma used or useful in connection with the operation of the Station, in accordance with the rules, regulations and policies of the Federal Communications Commission (the "FCC");

C. In anticipation of the consummation of the assignment of the Station to Griffin Tulsa (the "Closing"), Licensee wishes to assign to Broker for Broker's account the advertising inventory of the Station (the "Advertising Inventory"), and Broker is willing to accept such assignment, and Licensee and Broker may mutually determine that Broker will perform certain other aspects of Station operations, subject to the FCC rules;

D. The television market in which the Station operates is highly competitive and will remain so, unaffected by the transaction contemplated hereunder; and

E. The Parties hereto have carefully considered the FCC's rules and policies and intend that this Agreement in all respects complies with such rules and policies.

NOW, THEREFORE, in consideration of the Recitals and of the mutual covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Definitions. Except as specified otherwise, when used in this Agreement, the following terms shall have the meanings specified:

"Accounts Receivable" shall have the meaning set forth in the Section 4.

"Accounts Receivable Guarantee" shall have the meaning set forth in Section 4.

"Act" shall have the meaning set forth in Section 5(c).

“Advertising Inventory” shall have the meaning set forth in Section D of the Recitals.

“Affiliate” shall have the meaning set forth in Section 19.

“Closing” shall have the meaning set forth in Section C of the Recitals.

“Consideration” shall have the meaning set forth in Section 21.

“Effective Date” shall have the meaning set forth in Section 2.

“Execution Date” shall have the meaning of the date first written above.

“FCC” shall have the meaning set forth in Section B of the Recitals.

“LIBOR” shall have the meaning given to it in that certain loan agreement dated January 25, 2001 by and among Tulsa Communications, CIT Lending Services Corporation, and other parties thereto.

“Licensee Employees” shall have the meaning set forth in Section 8.

“Maximum Facilities” shall have the meaning set forth in Section 11.

“Monthly TBA Reimbursement Payment” shall have the meaning set forth in Section 6(b).

“Operating Services” shall have the meaning set forth in Section 6.

“Purchase Agreement” shall have the meaning set forth in Section B of the Recitals.

“Purchase Price Credit” shall have meaning set forth in Section 4.

“PSAs” shall have the meaning set forth in Section 5(a).

“Revised Monthly TBA Payment” shall have the meaning set forth in Section 6(d).

“Term” shall have the meaning set forth in Section 2(a).

2. Term; Implementation.

(a) This Agreement shall become effective as early as October 1, 2005 and no later than November 1, 2005 by mutual agreement of the Parties (the “Effective Date”), and shall terminate upon the consummation of the Closing unless otherwise terminated prior to the Closing pursuant to the termination provisions of this Agreement (the “Term”).

(b) Prior to the Effective Date, the Licensee shall be solely responsible for all

Station operations and expenses, including the Station's programming, personnel and finances, and shall carry out such responsibilities in a commercially reasonable and prudent manner.

3. **No Liability for Unsold Advertising Inventory.** Neither party shall incur any liability to the other party for uncollected amounts or any unsold portions of the Advertising Inventory.

4. **Accounts Receivable.** On and as of the Effective Date, Licensee shall assign, transfer and convey to Broker, and Broker shall acquire all right, title and interest in and to any and all Station accounts receivable existing as of the Effective Date (the "Accounts Receivable"), provided, that "co-op" promotional and "co-op" advertising reimbursements shall not be included in the Accounts Receivable, *and provided further that*, on the Effective Date, Licensee will furnish Broker with an "accounts receivable aging" which shall list all Accounts Receivable as of the Effective Date and shall include a separate list of all "co-op" promotional and "co-op" advertising reimbursement receivables existing as of the Effective Date. Licensee guarantees that, as of the Effective Date, the stated amount of the Accounts Receivable will equal or exceed [REDACTED], representing approximately seventy nine (79) days of trailing net sales (the "Accounts Receivable Guarantee"). To the extent that the stated amount of the Accounts Receivable do not equal or exceed the Accounts Receivable Guarantee on the Effective Date, Broker shall receive a credit against the Purchase Price for such deficiency at the Closing (the "Purchase Price Credit"). The Purchase Price Credit shall be Broker's only recourse under this Agreement and the Purchase Agreement with respect to the Accounts Receivable Guarantee.

5. **Advertising Inventory.**

(a) **Broker Appointed.** On and as of the Effective Date, Broker shall have the right to sell all of the Station's Advertising Inventory for Broker's account. Broker may package and otherwise market the Advertising Inventory on a commercially reasonable basis with any other advertising inventory, including the advertising inventory of other stations in the Tulsa market. Broker may sell the Advertising Inventory directly or through third parties, at its sole discretion. Licensee shall not sell any Advertising Inventory without the express written consent of Broker. Notwithstanding the foregoing, Broker shall broadcast in the programming a reasonable number of public service announcements ("PSAs") for broadcast on the Station sufficient in order to satisfy Licensee's public interest obligations.

(b) **Advertising Revenue; Expenses.** As of the Effective Date:

(i) Broker shall be responsible for collecting all of the Station's Accounts Receivable, including revenue derived from selling Advertising Inventory, and shall be entitled to keep all such revenue;

(ii) All expenses in connection with the solicitation and sale of Advertising Inventory and the collection of the Accounts Receivable shall be paid by Broker, subject to the provisions of Section 6 hereof.

(c) **General Content.** Broker shall ensure that Station advertisements and PSAs comply with the Communications Act of 1934, as amended (the "Act"), the FCC's rules and all other applicable federal, state and local laws in effect from time to time, including but not limited to, lottery restrictions and prohibitions on obscenity, indecency and deceptive advertising, false representations or deception of any kind or prohibited products.

(d) **Political Broadcasting.** Broker shall comply with the Act, the FCC Rules and all other applicable federal, state and local laws regarding access to airtime and rates charged for legally qualified candidates for public office and their authorized representatives. Broker shall furnish Licensee with all material required to be made available for public inspection regarding requests for time by political candidates, including information regarding receipt of any request for time by or on behalf of a political candidate, together with an appropriate notation showing charges made.

6. Operating Services. Beginning on the Effective Date:

(a) **Operating Services Provided by Licensee.** Licensee shall provide Broker with all services necessary to operate the Station in the same manner that the Station currently is operated (the "Operating Services"), other than the sale of Advertising Inventory and related promotion of the Station that Broker elects to perform. Operating Services shall be provided by Licensee in a commercially reasonable manner consistent with industry standards and practices for similarly situated stations. Operating Services shall include, but not be limited to, programming, administrative functions, traffic services, and other services provided by the Licensee;

(b) **Operating Services Payment.** On or before the Effective Date, and two (2) business days prior to the end of the month of the Effective Date and on the same day of each month thereafter during the term of this Agreement, Broker shall pay Licensee a monthly fee equal to (i) the amount required to reimburse Licensee for the Station Reimbursable Operating Expenses, including programming fees and the costs of transmission of a programming signal from the Licensee's facilities (all as further itemized on Schedule I hereto), less any reasonable and documented expenses paid directly by Broker in connection with Station operations that would otherwise be reimbursable to the Licensee, or which relate to Operating Services that Broker is performing pursuant to Section 6(d) hereof, plus (ii) an additional payment, not to exceed [REDACTED] per month, in payment of Licensee's costs directly related to corporate charge-back expenses (collectively, the "Monthly TBA Reimbursement Payment"). In no event shall the Reimbursable Operating Expenses or the Charge back Payment be construed to include any items that: (x) would be required to be capitalized under Generally Accepted Accounting Principles, or (y) relate to any period prior to the Effective Date. The Parties will cooperate prior to the Effective Date and each payment date thereafter to estimate the Monthly TBA Reimbursement Payment, taking into account any underpayments or overpayments made in prior months. The Monthly TBA Reimbursement Payment shall be subject to adjustment if actual costs differ from estimated costs in any given month, such adjustment to occur within sixty (60) days of the end of the relevant month. In connection with such adjustment, Licensee shall furnish Broker with such documentation as is necessary for Broker to determine the reasonableness of the Monthly TBA Reimbursement

Payment. Adjustment of the Monthly TBA Payment may also be required pursuant to the provisions of Section 11 hereof.

(c) **TBA Carrying Fee.** In addition to the Monthly TBA Reimbursement Payment, Broker shall make the following payments to Licensee during the term of this Agreement (collectively, the "TBA Carrying Fee"):

- (i) from and after November 15, 2005 and continuing through December 31, 2005, (a) if the interest rate accruing under the senior loan and the senior subloan attributable to Licensee in the aggregate principal amount of approximately [REDACTED] (the "Notes") is less than or equal to LIBOR plus 6%, an amount equal to the interest on the Notes, or (b) if the interest rate accruing under the Notes is greater than LIBOR plus 6%, an amount equal to the interest Licensee would pay on the Notes if the interest rate accruing under the Notes was equal to LIBOR plus 6%; and
- (ii) from and after January 1, 2006, (a) if the interest rate accruing under the Notes is less than or equal to LIBOR plus 8%, an amount equal to the interest on the Notes, or (b) if the interest rate accruing under the Notes is greater than LIBOR plus 8%, an amount equal to the interest Licensee would pay on the Notes if the interest rate accruing under the Notes was equal to LIBOR plus 8%.

The TBA Carrying Fee shall be paid in arrears on the same day as Broker makes payments to Licensee for Operating Services under Section 6(b). For example, payment for the TBA Carrying Fee accruing between November 15 and November 30, 2005 shall be paid on Monday, November 28, 2005. Thereafter, during the term of this Agreement, payment will be made to Licensee two (2) business days prior to the end of the month in which the TBA Carrying Fee accrues. In addition to the payments set forth above, the TBA Carrying Fee shall include any additional fees charged by Licensee's senior lender on or after January 1, 2006 ("Lender Fees"); provided that Broker shall not be required to pay more than [REDACTED] of Lender Fees.

(d) **Pro Rata Credit of TBA Fees.** In the event that the Station is unable or fails to broadcast programming containing the Advertising Inventory through no fault of Broker, then Broker shall be entitled to a pro rata credit of the Monthly TBA Reimbursement Payment and the TBA Carrying Fee, if in effect, equal to the number of hours per month that the Station did not broadcast programming containing the Advertising Inventory divided by the number of available broadcast hours in that month, provided, however, that the Station and Broker shall first apply customary make good policies with respect to such missed advertising spots, and if such make good spots are run, no credit shall be due for spots that are made good. To calculate the credit, all missed spots not made good shall be aggregated and an "hour" for purposes of credits hereunder shall be equal to the number of inventory units run in a typical hour, i.e. twelve (if typical) missed units will aggregate to one missed hour. No credit shall be given for hours between 12 AM and 5 AM during which the Station ceases broadcasting for periodic

maintenance and repair activities. The credit set forth above is the only monetary remedy hereunder for missed spots or failure to broadcast programming or Advertising Inventory, and Licensee shall in no event be liable to Broker or its customers for consequential damages, punitive damages or "lost profits" for any missed spot or failure to broadcast Advertising Inventory.

(e) **Termination of Operating Services.** At any time, and from time to time, during the Term of this Agreement, Broker may, with ten (10) days prior written notice of the Licensee, assume some or all of the Operating Services necessary to operate the Station (but subject to the ultimate control provisions of Section 11 hereof). Once assumed by Broker, Broker shall continue to provide the assumed Operating Services during the term hereof. Upon assumption of some, but not all, of the Operating Services by Broker, the remaining terms and conditions of this Agreement shall continue to apply (unless the Agreement is terminated pursuant to the termination provisions hereof), with the exception that the Monthly TBA Reimbursement Payment shall be reduced by the amounts otherwise reimbursable to Licensee which are no longer being paid to Licensee (the "Revised Monthly TBA Payment"). The Revised Monthly TBA Payment shall be subject to adjustment if actual costs differ from estimated costs in any given month, such adjustment to occur within sixty (60) days of the end of the relevant month.

7. Broadcasting Obligations of Licensee.

(a) Notwithstanding any provision of this Agreement, Licensee remains in ultimate control of the management, programming, Licensee's employees, finances and operation of the Station, and Licensee shall remain ultimately responsible for ensuring that Station operations comply with the Act, the FCC Rules and all other applicable federal, state and local laws in effect from time to time, including but not limited to, the Station's compliance with all political broadcasting and sponsorship identification requirements set forth in the Act and the FCC Rules, including review and approval of Station advertisements.

(b) The Licensee shall have the right to substitute for programming on the Station any other programming which it determines will better serve the public interest or is of greater national, regional or local importance, and to delete and not to broadcast any material contained in any parts of the Station's programming which, in its commercially reasonable opinion, it regards as being unsuitable for broadcast or the broadcast of which it believes is indecent or otherwise contrary to the public interest;

(c) In the event the Licensee deletes or rejects any Station programming, the Licensee shall have the right to substitute programming therefor, as it deems appropriate, at Licensee's sole expense.

8. Personnel. Broker shall employ and be solely responsible for personnel responsible for carrying out Broker's duties and obligations under this Agreement. Licensee shall employ and be solely responsible for personnel responsible for carrying out Licensee's duties and obligations under this Agreement, including without limitation the employment of two personnel, one of whom shall be a manager and the other shall be an administrative person to

assist the manager (the "Licensee Employees"). The Licensee Employees shall carry out all duties and obligations not specifically delegated to Broker under this Agreement and shall maintain supervision and control over the duties delegated to Broker under this Agreement.

9. Access and Right to Use Facilities. Licensee shall ensure that Broker's personnel are afforded access to, and have the right to use, without charge, the assets, facilities, and properties of the Station to the extent Broker personnel may reasonably desire, for the purposes of conducting the activities Broker deems necessary to fulfill its obligations and enjoy its rights under this Agreement, provided that, when on the property of the Station, Broker's personnel shall be subject to the direction and control of Licensee and Licensee's personnel.

10. Access to Information. Licensee shall provide Broker with access to such data and information as Broker may reasonably require regarding Advertising Inventory, Operating Expenses, and Station operations. Licensee agrees to furnish Broker, upon request, such data and information Broker deems necessary for the sale of Advertising Inventory, including overnight ratings and other audience research information. Broker shall keep such information confidential and not use such data and information except in performing its obligations under this Agreement.

11. Interruption of Operation. If, for any reason, the service of the Station is interrupted or the Station operates at less than 90% of its full authorized power for more than ten (10) consecutive minutes, or for an aggregate of thirty (30) minutes in any twenty-four (24) hour period, Licensee shall immediately notify Broker of such interruption and/or reduced power operations, and shall immediately undertake such actions as are necessary to restore uninterrupted service and licensed operations, unless such interruption occurs between 12AM and 5AM and is for the purpose of routine maintenance and repair of Station facilities.

12. Control. Licensee shall maintain full control over the operations of the Station, including, but not limited to, management, programming, program preemption, finances, editorial policies, personnel, facilities and compliance with the Act, the FCC Rules, and all other applicable laws and regulations in effect from time to time, including, without limitation, the right to accept or reject advertisements. Licensee shall designate a qualified Chief Engineer, who shall be responsible for maintaining the transmission facilities of the Station, and Licensee shall designate a Chief Operator (who may also hold the position of Chief Engineer) pursuant to the rules and regulations of the FCC, including, but not limited to, 47 C.F.R. Section 73.1870, who shall be responsible for ensuring compliance with the technical operating and reporting requirements established by the FCC. Nothing contained herein shall give Broker any right to control the management, programming, finances, editorial policies, program preemption, personnel, facilities operations or any other matter relating to the Station. The arrangements contemplated herein do not constitute a partnership or joint venture between the Parties.

13. Regulatory Compliance. All arrangements contemplated herein will be subject to, and are intended to materially comply with, the Act, the FCC Rules and all other applicable federal, state and local laws and regulations in effect from time to time.

14. Compliance with Law. Licensee agrees that, throughout the term of this

Agreement, Licensee shall comply with the Act, the FCC Rules and all other laws and regulations applicable to this Agreement in all material respects. Broker agrees that, throughout the term of this Agreement, and to the extent it is so subject, Broker shall comply with the Act, the FCC Rules, and all other laws and regulations applicable to the obligations of Broker under this Agreement.

15. Licensee's Representations, Warranties, and Covenants. The Licensee hereby represents, covenants, and warrants to the Broker that:

(a) Licensee has full power and authority to enter into and carry out this Agreement and is in good standing in the jurisdictions where its operations or assets require it to be qualified or licensed. This Agreement constitutes the valid and binding obligation of the Licensee enforceable in accordance with the terms of this Agreement, subject to applicable bankruptcy, reorganization, insolvency, or similar laws affecting creditors' rights generally;

(b) The Station will be operated by the Licensee in material conformity with all applicable local, state, and federal laws, rules and regulations, including, without limitation, the Act and the rules and policies of the FCC;

(c) The Licensee shall maintain a main studio, as that term is defined by the rules and regulations of the FCC, in a permitted location. The Licensee shall maintain an appropriate public inspection file at the main studio and, from time to time, place such documents in that file as may be required by present or future FCC rules and regulations;

(d) The Licensee shall maintain, and continue to maintain, blanket licenses or per program licenses, as appropriate for the programming provided by the Broker, with the principal music licensing agencies, including, without limitation, ASCAP, SESAC, and BMI.

(e) The broadcasting equipment, all transmission equipment and the transmitting facilities of the Station are in good operating condition, reasonable wear and tear excepted, and, prior to the Effective Date and during the period in which Licensee provides Operating Services, such equipment and facilities shall be maintained in good operating condition;

(f) Licensee shall not make any material change in the technical operation of the Station, the effect of which is to materially reduce in any direction the Grade B contour of the Station; and

(g) Licensee has been, is now, and shall throughout the Term continue to be, in compliance with that certain Station Affiliation Agreement dated as of December 6, 2002 by and between The WB Television Network Partners, L.P. dba The WB Television Network and Tulsa Communications.

16. Broker's Representations, Warranties, and Covenants. The Broker hereby represents, covenants, and warrants to the Licensee that:

(a) The Broker has full organizational power and authority to enter into and carry

out this Agreement and is in good standing in the State of Oklahoma. This Agreement constitutes the valid and binding obligation of Broker, enforceable in accordance with the terms of this Agreement, subject to applicable bankruptcy, reorganization, insolvency, or similar laws affecting creditors' rights generally; and

(b) Following assumption by Broker of the Operating Services provisions of this Agreement, the Broker shall have full authority to broadcast its programming on the Station pursuant to the terms and conditions of this Agreement. The Broker shall not broadcast any material in violation of the Copyright Act, or any material that is slanderous or libelous or that is in violation of the rules, regulations, or policies of the FCC.

17. Events of Termination. This Agreement shall terminate:

- (a) upon the consummation of the Closing;
- (b) by mutual written consent of the Parties;
- (c) at the option of either Party in the event of a material breach of this Agreement by the other Party (provided that the terminating Party is not then in breach), which breach is not cured within thirty (30) days of written notice thereof to the breaching Party;
- (d) at the option of Broker should the FCC revoke or fail to renew the Station license and all appeals of such action have been exhausted before the FCC and any court with jurisdiction over such action;
- (e) there is a material change in or clarification of FCC rules, policies, or precedent that would cause this Agreement to be in actual violation thereof; or
- (f) upon termination of the Purchase Agreement.

18. Default; Effect of Termination; Indemnification.

(a) In the event of a termination of this Agreement during the Term by either party pursuant to Section 17(c) hereof, any and all Accounts Receivable existing on the termination date shall be assigned by Broker to Licensee and Broker shall pay to Licensee the amount of any collected Accounts Receivable, and the non-breaching, terminating party shall be entitled to any and all remedies available at law, provided that monetary damages for breach and termination hereof shall not exceed Two Hundred Thousand Dollars (\$200,000) (not including indemnification for third party claims). If the Purchase Agreement is also terminated simultaneously herewith, then the damages for breach of that Agreement shall control and no other damages (other than indemnification of third party claims) shall be due under this Agreement.

(b) Indemnification By Broker. Broker shall indemnify and hold Licensee harmless from and against any and all claims, losses, costs, liabilities, damages and expenses of every kind, nature and description asserted by third parties arising out of or resulting from: (i) a breach by Broker of any representation, warranty, covenant or condition contained herein; and

(ii) material contained in any programming provided by Broker, including advertising and promotions, broadcast on the Stations.

(c) By Licensee. Licensee shall indemnify and hold Broker harmless from and against any and all claims, losses, costs, liabilities, damages and expenses of every kind, nature and description asserted by third parties arising out of or resulting from (i) a breach by Licensee of any representation, warranty, covenant or condition contained herein or (ii) programming originated by Licensee.

(d) Notice. Neither Licensee nor Broker shall be entitled to indemnification pursuant to this Section 18 unless such claim for indemnification is asserted in writing delivered to the other party, and, where such claim, loss, cost, liability, damage or defense involves a legal action, the party against whom indemnification is sought has been given written notice sufficiently in advance to permit such party to defend, contest, or compromise such action at its own cost and risk.

(e) Survival. The obligation of Broker and Licensee to indemnify and hold each other harmless as set forth in this Agreement shall survive any termination of this Agreement for a period of one year, except that such period shall continue until the expiration of all applicable statutes of limitations as to the claims of third parties.

19. Assignment. Neither Party may assign its rights and/or obligations under this Agreement, either in whole or in part, without the prior written consent of the other, which shall not be unreasonably withheld, except that Broker may, without the Licensee's written consent, assign its rights and obligations under this Agreement to any Affiliate of the Broker, and the Broker may enter into subcontracts with any Affiliate of the Broker whereby such Affiliate would assume the rights and obligations of the Broker under this Agreement, in whole or in part, provided, that Broker shall also remain liable for its obligations hereunder if not performed by the Affiliate. For purposes hereof, an "Affiliate" shall mean any party controlled by, under common control with or which controls the Broker, or which is a successor to the Broker by merger, consolidation, sale of substantially all assets or other similar transaction. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any other person or entity any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

20. Station Operation. The Licensee shall notify the Broker prior to making any material changes in the technical operation of the Station.

21. Payola. The Broker agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between the Broker and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such

consideration (or identified generally, if no specific programming was related to such consideration), in accordance with and to the extent required by the Act and FCC requirements. The Broker agrees, on an annual basis, or more frequently at the reasonable request of the Licensee, to execute and provide the Licensee with a Payola Affidavit, substantially in the form attached hereto as Exhibit A.

22. Cooperation on Programming. On a regular basis during its provision of Operating Services in accordance with this Agreement, the Licensee shall assess the needs of its community and address those needs in connection with the preparation of its public affairs and public interest programming. The Licensee shall also record those needs and place the issues/programs list in the public inspection file. Further, to the extent that the Operating Services provisions of this Agreement have been assumed by Broker, the Licensee shall receive information from the Broker with respect to such of the Broker's programs which are responsive to public needs and interests so as to assist the Licensee in the preparation of required programming in the satisfaction of its community service needs. The Broker shall also provide, upon request, such other information necessary to enable the Licensee to prepare records and reports required by the FCC or other local, state or federal government entities.

23. Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts and shall be effective when one or more counterparts shall have been executed by each Party hereto. Each set of counterparts showing execution by each Party hereto shall be deemed to be an original, fully executed counterpart of this Agreement, but all counterparts together shall constitute one and the same instrument.

24. Entire Agreement. This Agreement and the exhibits hereto, together with the Purchase Agreement, embody the entire agreement and understanding of the Licensee and the Broker with respect to the subject matter hereof and supersede any and all prior agreements, arrangements, and understandings between the Licensee and the Broker relating to such subject matter. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Party against which enforcement is sought.

25. Headings. The headings herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.

26. Governing Law; Arbitration. The construction and performance of this Agreement shall be governed by the internal laws of the State of Oklahoma and the rules and regulations of the FCC. The parties agree that this Agreement relates to interstate commerce and that application of the Federal Arbitration Act to their agreement in this Section is appropriate. Except as otherwise expressly provided in this Agreement, in the event of any dispute hereunder, the parties covenant and agree that such dispute will be resolved only by arbitration, conducted in Tulsa, Oklahoma by the American Arbitration Association ("AAA"), pursuant to the Commercial Arbitration Rules (as the same may be amended from time to time). Each party hereto agrees to participate therein diligently and in good faith. Except as otherwise specified in this Agreement, in any dispute involving more than One Hundred Thousand Dollars (\$100,000), three arbitrators shall be engaged. Otherwise, a single arbitrator shall be engaged. The

determination made in each such arbitration shall be binding on the parties thereto and may be entered for judgment or otherwise enforced in any court of competent jurisdiction. All fees and expenses of the arbitrator(s) and of the AAA itself shall be borne equally by the parties and, absent a determination by the arbitrator(s) that it would be in violation of applicable law to do so, each party shall be ordered to bear his/its own costs and attorneys' fees. Nothing in this agreement to arbitrate shall preclude a party from obtaining injunctive relief from a court of competent jurisdiction prohibiting any on-going breaches by another party of his/its continuing obligations under this Agreement pending arbitration.

27. Notices. All notices and communications hereunder or with respect hereto shall be deemed to have been duly given to a Party when in writing and actually delivered to such party, addressed as follows, or (a) on the third (3rd) business day following the date of mailing to such Party, if mailed via first class certified or registered United States mail, postage prepaid, return receipt requested, or (b) on the next business day following deposit with a nationally recognized courier service, charges prepaid, return receipt requested, and designated for the earliest possible delivery, in each case addressed as follows:

If to Broker, to:

Steve Foerster
Vice President – Corporate Development
Griffin Communications, L.L.C.
7401 N. Kelley Avenue
Oklahoma City, OK 73111
Tel: (405) 841-3600
Fax: (405) 841-9135

with copies (which shall not constitute notice) to:

David A. O'Connor, Esq.
Holland & Knight LLP
2099 Pennsylvania Ave., NW
Suite 100
Washington, DC 20006
Tel: (202) 828-1889
Fax: (202) 955-5564

Robert L. Garbrecht, Esq.
McAfee & Taft
211 N. Robinson, Suite 1000
Two Leadership Square, 10th Floor
Oklahoma City, OK 73102
Tel: (405) 552-2254
Fax: (405) 228-7454

If to Licensee, to:

Greg Kunz
Cascade Broadcasting Group, LLC
c/o Enterprise Wagon, Inc.
421 West Riverside, Suite 310
Spokane, WA 99201
Tel: (509) 744-0400
Fax: (509) 624-2178

With a copy (which shall not constitute notice) to:

Richard Zaragoza, Esq.
Bryan McGinnis, Esq.
Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, NW
Washington, DC 20037-1122
Tel: (202) 663-8000
Fax: (202) 663-8007

Michael Nienstedt, Esq.
Witherspoon Kelley Davenport & Toole
1100 U.S. Bank Building
422 West Riverside
Spokane, WA 99201
Tel: (509) 624-5265
Fax: (509) 458-2728

Provided, however, that if either Party has designated a different address for itself by ten (10) days' prior notice to the other Parties pursuant to this provision, then, for purposes of notices and communications hereunder to the designating Party, to the last address so designated.

28. Severability. If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid, or unenforceable, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

29. Authority of Signatory. Each individual signing this Agreement below personally represents and warrants that such individual has full power and authority to execute and to deliver this Agreement on behalf of the party whose name appears directly below the signature of such individual.

30. Interpretation. Should any provision of this Agreement require interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party which

itself or through its agent prepared the same, it being agreed that the agents of each Party have participated in the preparation hereof.


[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT]

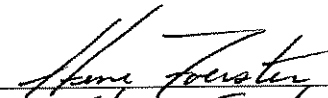
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

BROKER:

GRIFFIN TELEVISION TULSA II, L.L.C.

By: 
Name: Steve Forster
Title: Vice President

GRIFFIN COMMUNICATIONS, L.L.C.

By: 
Name: Steve Forster
Title: Vice President

LICENSEE:

TULSA COMMUNICATIONS, LLC

By: _____
Name: _____
Title: _____

CASCADE BROADCASTING GROUP, LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

BROKER:

GRIFFIN TELEVISION TULSA II, L.L.C.


By: _____
Name: _____
Title: _____

GRIFFIN COMMUNICATIONS, L.L.C.

By: _____
Name: _____
Title: _____

LICENSEE:

TULSA COMMUNICATIONS, LLC

By:  _____
Name: Greg Kunz
Title: Manager

CASCADE BROADCASTING GROUP, LLC


By:  _____
Name: Greg Kunz
Title: Manager

EXHIBIT A
Anti-Payola/Plugola Affidavit

City of: Tulsa
County of: Tulsa
State of: Oklahoma

_____, being first duly sworn, deposes and says as follows:

The undersigned serves as _____ for the Broker. The undersigned has acted in the above capacity since _____.

No matter has been provided for broadcast by the Station for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by the undersigned from any person, which matter at the time so provided and broadcast has not been announced or otherwise indicated as paid for or furnished by such person.

So far as the undersigned is aware, no matter has been provided for broadcast by the Station for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by the Station in furnishing programs, from any person, which matter at the time so provided and broadcast has not been announced or otherwise indicated as paid for or furnished by such person.

In the future, the undersigned will not pay or promise to pay to any third party, request or receive any service, money, or any other valuable consideration, direct or indirect, from a third party, in exchange for the influencing of, or the attempt to influence, the preparation or presentation of matter to be provided to and broadcast on the Station.

Neither the undersigned nor any family member of the undersigned has any present direct or indirect ownership in (other than an investment in a corporation whose stock is publicly traded and held), serves as an officer or director of (with or without compensation) or serves as an employee of, any person, firm or corporation engaged in:

- 1) The publishing of music;
- 2) The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for television broadcast use; or
- 3) The promotion or management of persons rendering artistic production and/or other services in the entertainment field.

Date of Signature

Subscribed and sworn to before me this ____ day of _____, 2005.

Notary Public

My commission expires: