CHARTER AFFILIATE AFFILIATION AGREEMENT  
  
 THIS AGREEMENT, made as of the 15th day of April, 2005 (this  
"AGREEMENT") to be effective as of April 1, 2005 ("EFFECTIVE DATE"), is by and  
between The TUBE Music Network, Inc., a Florida corporation (the "NETWORK"), and  
Raycom Media, Inc., a Delaware corporation ("AFFILIATE), regarding the  
television programming service currently known as "The TUBE" (the "SERVICE").  
The parties hereby mutually agree as follows:  
  
 1. DEFINITIONS:  
  
 In addition to any other defined terms in this Agreement, the  
following terms shall have the following meanings when used in this Agreement:  
  
 "ACQUIRED STATION" means any Broadcast Television station that  
is acquired or operated by Affiliate after the date hereof.  
  
 "AFFILIATE ADVERTISING SHARE" has the meaning set forth in  
EXHIBIT D.  
  
 "AFFILIATE TRANSACTIONAL SHARE" has the meaning set forth in  
EXHIBIT D.  
  
 "BROADCAST TELEVISION" means traditional, free, FCC-licensed,  
over-the-air broadcast television.  
  
 "COSTS" means all losses, liabilities, claims, costs, damages  
and expenses, including fines, forfeitures, reasonable attorneys' fees,  
disbursements and court or administrative costs.  
  
 "CROSS-CHANNEL PROMOTIONAL SPOTS" has the meaning set forth in  
Section 8(b).  
  
 "DESIGNATED MARKET AREA" or "DMA" means a particular market  
area or classification to demarcate local television markets as defined by  
Xxxxxxx Media Research, Inc. from time-to-time, or, if DMA falls from general or  
standardized usage, a replacement term to demarcate local television markets in  
a substantially similar manner which shall be determined by the parties in good  
faith.  
  
 "EVENT OF FORCE MAJEURE" has the meaning set forth in Section  
13(e).  
  
 "LICENSED COMMUNITY" has the meaning set forth in Section  
3(a).  
  
 "LOCAL ADVERTISING" has the meaning set forth in Section 8(c).  
  
 "MVPD" means a multichannel video program distributor as such  
term is set forth in 47 C.F.R. ss.76.905(d) of the rules of the Federal  
Communications Commission ("FCC").  
  
 "NETWORK" means The TUBE Music Network, Inc., or any affiliate  
or subsidiary of The TUBE Music Network, Inc.  
  
  
  
  
 "NETWORK'S ADVERTISING REVENUE" means the gross dollar amount  
of earned by Network, less uncollectible amounts, from the sale by Network of  
commercial advertising time included in the Service, less actual agency  
representative fees and sales commissions. For clarification, Network's  
Advertising Revenue shall not include Network's Transactional Revenue.  
  
 "NETWORK'S TRANSACTIONAL REVENUE" means the gross dollar  
amount of revenue actually received by Network (e.g., net of the cost of goods  
and services and all fulfillment costs associated with the sale of such goods  
and services) from (i) the sale of products and services by way of direct  
response telephone orders from the toll-free number included on the Service, and  
(ii) e-commerce sales of products and services on Network's website (i.e., url  
xxx.xxxxxxxxx.xxx), including sales of products and services resulting from  
links to Network's website from the website of any Station that broadcasts the  
Service, in all cases, originating from within the Zip Codes in the DMA of such  
Station(s).  
  
 "PRIMARY FEED" means the audio and video presentations of each  
Station's primary one-way over-the-air television signal (which signal may be in  
either standard definition or high definition television (as such term is  
defined by the Advanced Television Systems Committee) format).  
  
 "SERVICE" means the television programming service provided by  
Network as defined in the preamble to this Agreement.  
  
 "STATION(S)" means a Broadcast Television station owned and/or  
operated by Affiliate and licensed by the FCC that provides or is capable of  
providing the Service to the Licensed Community that it is licensed to serve.  
  
 "TV HOUSEHOLDS" means the number of television households in a  
given DMA as determined by Xxxxxxx Media Research, Inc. (which, as of the date  
hereof, is published annually by Xxxxxxx Research Media, Inc. as the Xxxxxxx  
Media Research Local Universe Estimates (US)) or, if Xxxxxxx Media Research,  
Inc. ceases to publish the number of television households in a DMA, a  
replacement term to determine the number of television households in local  
television markets in a substantially similar manner which shall be determined  
by the parties in good faith.  
  
 "ZIP CODE(S)" means a specific geographic delivery area  
defined by the United States Postal Service, which consists of a five (5)-digit  
zip code plus a four (4)-digit add-on code.  
  
 2. TERM:  
  
 Unless terminated earlier in accordance with the terms of this  
Agreement, the "TERM" of this Agreement shall consist of, collectively, the  
Initial Term and, if applicable, the Renewal Term. The "INITIAL TERM" of this  
Agreement shall commence upon the Effective Date and shall expire on March 31,  
2010. Upon the mutual agreement of both parties hereto no later than September  
30, 2009, the Term of this Agreement may be extended for one additional five  
(5)-year period (the "RENEWAL TERM").  
  
  
  
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 3. GRANT OF RIGHTS; ACQUIRED STATIONS:  
  
 (a) Subject to applicable law, Network hereby grants to  
Affiliate the exclusive right, and Affiliate hereby accepts such exclusive right  
and the obligation during the Term to broadcast the Service (i) over the  
transmission facilities of each Station identified on EXHIBITS A-1 and A-2,  
which is licensed by the FCC to serve the community for each such Station (the  
"LICENSED COMMUNITY"), for receipt by TV Households in the DMA in which the  
Licensed Community is located, as such DMA is identified on EXHIBITS A-1 and  
A-2, and (ii) subject to subparagraph (b) below, over the transmission  
facilities of any Acquired Station, except to the extent that, as of the date  
Affiliate notifies Network in writing of the closing of the acquisition of such  
Acquired System, Network is already committed to provide the Service to another  
broadcast television station in the same DMA as the Acquired Station. Affiliate  
shall telecast the Service solely from each Station's origination transmitter  
and antenna for free over-the-air television reception. Notwithstanding the  
foregoing, Affiliate shall have the right to permit, and agrees to use  
commercially reasonable efforts to obtain, carriage of the Service's signal by  
MVPDs in the DMA of each Station that transmits the Service. Affiliate shall  
promptly notify Network of any MVPD that has agreed to retransmit the Service in  
the Station's DMA. In the event Affiliate owns or operates more than one Station  
in any single DMA, then Affiliate, at its option, shall have the right to  
determine which of its Stations in such DMA shall broadcast the Service; it  
being understood that Affiliate shall have no obligation to broadcast the  
Service in more than one of its Stations in any particular DMA. In addition to  
the foregoing, provided Affiliate is in compliance with its obligations  
hereunder, including its distribution obligations, Affiliate shall have the  
exclusive right to sublicense the Service to any MVPD for distribution in each  
of the Station's DMAs, and Network shall not authorize any MVPD to distribute  
the Service in any of the Station's DMAs during the Term.  
  
 (b) If, after the date hereof, Affiliate acquires an Acquired  
Station that is transmitting the Service in the DMA in which such Acquired  
Station is located at the time of such acquisition by Affiliate, then Affiliate  
shall continue to transmit the Service and, as of the effective date of such  
acquisition, the Acquired Station shall become a "Station" hereunder and any  
existing agreement between or among Network and any one or more third parties  
applicable to such Station for the transmission of the Service shall terminate  
and cease to be effective. If, after the date hereof, Affiliate acquires an  
Acquired Station in a DMA that is not at such time under license by Network to a  
third party for transmission of the Service, then Affiliate, by notifying  
Network within one hundred eighty (180) days of the effective date of  
acquisition, may request that Network add such Acquired Station as a "Station"  
to this Agreement and shall commence transmission of the Service within the DMA  
of such Acquired Station within such one hundred eighty (180)-day period. Upon  
receipt of such notice by Affiliate, the Acquired Station shall be added to this  
Agreement unless, prior to receipt of Affiliate's add notice, Network has  
committed to provide the Service to another Broadcast Television station or MVPD  
in the same DMA as the Acquired Station. For purposes of clarification, if  
Affiliate does not elect to add such Acquired Station to this Agreement within  
such one hundred eighty (180)-day period, then Network shall thereafter have the  
right to license the transmission of the Service to another broadcast television  
station or MVPD in such DMA, including on an exclusive basis.  
  
  
  
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 (c) Affiliate shall not have the right (i) to subdistribute or  
otherwise sublicense the Service except to a MVPD for distribution in a  
Station's DMA, or (ii) to transmit or otherwise distribute the Service by any  
technology (other than Broadcast Television), or on an interactive,  
time-delayed, "video-on-demand" or similar basis. For purposes hereof,  
"VIDEO-ON-DEMAND" means the transmission of a television signal by means of a  
point-to-point distribution system containing audiovisual programming chosen by  
a viewer for reception on a viewer's television receiver, where the scheduling  
of the exhibition of the programming is not predetermined by the distributor,  
but rather is at the viewer's discretion.  
  
 (d) Provided that Affiliate is in compliance with its  
obligations hereunder, including its distribution obligations, Network agrees  
that, during the Term, Network shall not (i) provide or authorize the free,  
over-the-air, terrestrial radio transmission of an audio-only signal comprised  
of a programming service reasonably comparable to the Service; or (ii) simulcast  
the Service in its entirety over the Internet, in each case within the Licensed  
Community of any Station that is transmitting the Service pursuant to this  
Agreement. For purposes of clarification, promotional or marketing "stunt"  
simulcasting a live or special event, or programming designed to increase or  
improve viewership of the Service shall not be prohibited by this Section 3(d).  
  
 (e) Network hereby grants Affiliate during the Term a  
royalty-free, fully paid up, non-transferable, non-exclusive license to use the  
Marks in any advertising and promotional materials undertaken in connection with  
Affiliate's transmission of the Service, provided that such use complies with  
the terms and conditions of Section 8(e).  
  
 (f) All licenses, rights and interest in, to and with respect  
to the Service, the elements and parts thereof, and the media of exhibition not  
specifically granted herein to Affiliate shall be entirely reserved to Network  
and may be fully exploited and utilized by Network without limitation.  
  
 (g) Upon execution of this Agreement, Affiliate shall promptly  
complete and deliver to Network a notice of launch (in the form attached hereto  
in EXHIBIT B) for each Station ("LAUNCH NOTICE") and will use best efforts to  
launch the Service on each Station within forty-five (45) days of the Effective  
Date. The previous sentence notwithstanding, (i) in no event shall the Stations  
listed on EXHIBIT A-1 be launched later than July 31, 2005; and (ii) in no event  
shall the Stations listed on EXHIBIT A-2 be launched later than October 31, 2005  
(in each case, a "LAUNCH DEADLINE"); provided that if the launch of any Station  
is delayed as a result of a change by Network in the satellite used to deliver  
the Service or the site used to originate the Service, or if the installation of  
Receiving Equipment at a Station is delayed as a result of Network's action or  
inaction, then, as to the affected Stations only, the Launch Deadline shall be  
extended by the same number of days as the delay caused by Network.  
Notwithstanding the foregoing, Affiliate will notify Network in writing on or  
before July 31, 2005 if significant technical issues prevent the launch of the  
Service on one or more Stations listed on EXHIBIT A-2. Upon receipt of such  
notice, Affiliate may, at its option (i) terminate this Agreement as to such  
Station(s); or (ii) negotiate with Network for an extension of the Launch  
Deadline for such Station(s). In addition, Affiliate shall promptly complete a  
Launch Notice for any Acquired Station that is subsequently added to this  
Agreement.  
  
  
  
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 4. CONTENT OF THE SERVICE:  
  
 (a) CONTENT. Throughout the Term, the Service shall be a  
professionally produced, advertiser-supported television service with  
programming generally consisting of music videos, related interstitial  
programming, promotions and commercial advertising. Subject to the preceding  
sentence, the selection, scheduling, renewal, substitution and withdrawal of any  
content on the Service shall at all times remain within Network's sole  
discretion and control.  
  
 (b) LOCAL PROGRAMMING. Subject to Network's policies and  
procedures, Affiliate, at its own cost, shall be provided with up to thirty (30)  
minutes per week on the Service for the insertion of locally produced  
programming that is complimentary to the Service and designed specifically to  
appeal to TV Households in the Licensed Community of the Station broadcasting  
such programming ("LOCAL PROGRAMMING"); provided, however, that it is  
anticipated that, at a future date to be mutually agreed upon by the parties,  
Affiliate shall have the right to expand such Local Programming to one (1) hour  
per week. Affiliate acknowledges and agrees that Local Programming shall be  
broadcast in one block of time on the same day and at the same time each week,  
such day and time to be selected by Network, in consultation with Affiliate, it  
being agreed and acknowledged, however, that the length and placement of such  
Local Programming within the Service must be uniform among all distributors of  
the Service. Local Programming shall not consist of or contain (i) programming  
that has received, or had it been rated would have received, an MPAA "X" or  
"NC-17" rating, or that would otherwise be considered obscene, indecent,  
profane, or excessively violent; or programming that would be patently offensive  
as measured by the community standards of the Licensed Community in which is  
displayed; (ii) pay-per-view movies or events; (iii) blackouts; (iv) surcharges;  
(v) promotion or marketing of "800," "888," "900," or "976" telephone services,  
or other similar services that xxxx a caller for placing or confirming the call  
(other than for the telephone company's cost of the call); or (vi) infomercials,  
home shopping, direct on-air sales programming or advertising. Affiliate shall  
be solely responsible for the insertion of the Local Programming into the signal  
of the Service at the Stations transmitting the Service on a timely basis and of  
having a signal quality at least comparable to the signal quality of the Service  
transmitted by Network.  
  
 (c) PREEMPTION. Affiliate shall retain the right to elect not  
to transmit any programming on the Service over the broadcast facilities of a  
Station if Affiliate reasonably believes in good faith that the transmission of  
such programming is contrary to applicable rules and regulations of the FCC and  
that such transmission would result in a penalty or forfeiture being imposed by  
the FCC on Affiliate or such Station, provided that (i) Affiliate notifies  
Network either before or as soon as reasonably practicable after Affiliate  
exercises such right, and (ii) Affiliate does not exercise such right in a  
manner intended to frustrate its obligations hereunder.  
  
 (d) CHILDREN'S PROGRAMMING.  
  
 (i) Network will provide as part of the Service an amount of  
 core educational and informational children's programming as  
 defined by FCC rules, including 47 C.F.R. ss.73.671, as the  
 same may be amended from time to time ("CORE CHILDREN'S  
 PROGRAMMING") sufficient to satisfy the minimum Core  
 Children's Programming hours required to meet the FCC's  
 benchmark for such programming incurred by Affiliate as result  
  
  
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 of the broadcast by the Stations of the Service on each such  
 Station's free, over-the-air, multicast feed, provided that  
 this obligation shall apply to Network only if and for so long  
 as the same obligation is imposed on third parties using the  
 Stations' over-the-air multicast feeds to transmit  
 programming. In addition, Affiliate agrees to notify Network  
 in the event Affiliate elects to meet the Core Children's  
 Programming requirements resulting from its Stations' free,  
 over-the-air multicast feeds on a single free, over-the-air  
 multicast feed in which case Network's obligations shall  
 thereafter cease.  
  
 (ii) Network represents and warrants that if it supplies to  
 Affiliate any programming produced primarily for children 12  
 years old or younger, such programming shall comply with the  
 FCC's commercial limits, including 47 C.F.R. ss.73.670, as the  
 same may be amended from time to time, including limits on the  
 amount of commercial matter and the prohibition on certain  
 commercial matter in both the program material and commercial  
 material, provided that each Station passes through such  
 programming without alteration.  
  
 (iii) At the end of each calendar quarter, Network will  
 provide to Affiliate a certification indicating the amount of  
 Core Children's Programming made available to Affiliate during  
 the quarter and certifying that any programming produced  
 primarily for children 12 years old or younger, as provided by  
 Network, complied with the FCC's rules on commercial limits.  
  
 (e) ADVERTISING. Except for the Local Advertising, Network  
shall have the exclusive right and authority to sell all of the advertising on  
the Service and shall share a portion of Network's Advertising Revenue generated  
from such sales with Affiliate in accordance with the terms of this Agreement.  
  
 (f) PROGRAM SERVICE INFORMATION. Network must provide to a  
reputable program information services entity a program schedule for the  
Service.  
  
 (g) CLOSED CAPTIONING. Network must provide closed captioning  
for the Service if and solely to the extent required by applicable FCC rules and  
regulations.  
  
 5. DELIVERY AND DISTRIBUTION OF THE SERVICE:  
  
 (a) During the Term, Network, at its expense, shall deliver a  
signal of the Service by transmitting it via a domestic satellite commonly used  
for transmission of television programming at Network's sole cost and expense on  
a full-time basis 24 hours per day, 7 days per week, 365 days per year. The  
signal of the Service, including any program-related data and enhancements,  
shall be contained in no more than a 2.0 megabits-per-second ("MBPS") stream of  
data within a six (6)-megahertz band and shall consist of a resolution of no  
less than 480i to be considered a "good quality signal" in accordance with  
industry standards. Subject to an Event of Force Majeure, any failure by Network  
to deliver a signal meeting the requirements of this Section 5(a) for more than  
six (6) hours in any consecutive thirty (30)-day period without the written  
consent of Affiliate shall be considered a material breach of this Agreement.  
  
  
  
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 (b) EXHIBIT C sets forth the specific equipment necessary for  
each Station to receive the signal of the Service (the "RECEIVING EQUIPMENT").  
Network shall furnish, at its expense, the Receiving Equipment to each Station  
that transmits the Service, provided that the Receiving Equipment for all of the  
Stations initially listed on EXHIBITS A-1 and A-2 shall not exceed, in the  
aggregate, seventy thousand dollars ($70,000) (the "EQUIPMENT REIMBURSEMENT  
CAP"); it being understood that the Equipment Reimbursement Cap shall not apply  
to any Acquired Stations that transmit the signal of the Service pursuant to  
Section 3 of this Agreement. In addition, in the event Network changes the  
satellite technology in such a manner that the signal of the Service cannot be  
received or utilized by a Station utilizing then-installed equipment, then, with  
respect to such Station only, Network, at its option, shall either reimburse  
Affiliate for costs incurred to purchase, or shall supply to Affiliate,  
Receiving Equipment necessary for each affected Station to continue to receive  
and distribute the signal of the Service, it being understood that the Equipment  
Reimbursement Cap shall not apply to such situation. Affiliate, at its expense,  
shall furnish all other equipment and facilities necessary for the receipt of  
the satellite transmission of the signal of the Service and the delivery of such  
signal to TV Households in each Station's DMA. In addition, each Station shall  
be responsible, at its sole expense, for installing, maintaining or repairing  
the Receiving Equipment during the Term. Affiliate shall cause each of the  
Stations to maintain and repair the Receiving Equipment in good working  
condition, at its sole cost, as necessary and appropriate to maintain the  
ability of the Receiving Equipment to receive the signal of the Service without  
interruption during the Term.  
  
 (c) Each Station transmitting the Service shall transmit a  
principal video and audio signal of the Service of a technical quality  
reasonably comparable to the higher of the quality of the Primary Feed or the  
quality of any other multicast feed transmitted by such Station, but in no event  
shall such Station be required to deliver a signal of a technical quality higher  
than the technical quality of the video and audio signal of the Service as  
delivered by Network hereunder.  
  
 (d) Each Station shall provide Network with up to 2.0 mbps to  
transmit the Service on a full-time basis 24 hours per day, 7 days per week, 365  
days per year, provided that any Station that provides less than 2.0 mbps to  
transmit the Service at any time shall provide sufficient bandwith to deliver at  
all times the signal of the Service as delivered by Network in a manner such  
that the signal is not degraded in any manner perceptible by the average viewer.  
Network acknowledges and agrees that Affiliate may employ statistically  
multiplexing so long as such statistical multiplexing does not result in a  
degradation of the Service signal that is perceptible by the average viewer.  
Except for a Station's Local Advertising Time and Local Programming, each  
Station shall transmit the Service without alteration, editing or delay. Except  
as expressly provided herein, at no time during the Term may Affiliate cease to  
transmit the Service as provided herein.  
  
 (e) Network retains and reserves any and all rights in and to  
all signal distribution capacity contained within the bandwidth of the signal of  
the Service, including the program and system information protocol, audio  
subcarriers and all other distribution capacity contained within the bandwidth  
of the signal of the Service between Network's uplink facilities and each  
Station's downlink facility(ies). In addition, Network shall have the right to  
use, and Affiliate shall transmit, those portions of the Service signal that are  
related to or enhance the Service programming as long as such related elements  
or enhancements do not materially adversely interfere with the average viewer's  
perception of the principal video and accompanying audio components of the  
Service.  
  
  
  
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 (f) Affiliate shall use commercially reasonable efforts to  
require any MVPD in the DMA that is transmitting the signal of the Service to  
make the Service available on such MVPD's most highly penetrated level of  
digital service.  
  
 (g) Except as otherwise permitted herein, Affiliate shall not  
itself, and shall not expressly authorize others to, tape or otherwise reproduce  
any part of the Service without Network's prior written consent. Affiliate and  
each Station shall take the same security measures to prevent the unauthorized  
or otherwise unlawful copying or taping of the Service (or any portion thereof)  
by others as it takes to protect the Primary Feed or any other multicast feed  
transmitted by such Station. The foregoing shall not be deemed to prohibit home  
taping, downloading or other copying by anyone viewing the Service; provided,  
however, that Affiliate shall not promote home taping, downloading or other  
copying of the Service. Affiliate shall not be liable for any copyright  
infringement of any content contained in the Service (including any music, video  
or other content) by any third party accessing the Service via Broadcast  
Television, provided that the Stations pass through the content of the Service  
without alteration.  
  
 (h) Each Station that transmits the Service may superimpose  
over the programming on the Service, at the top of the hour, a transparent  
station identification "bug" on the viewing screen of the Service identifying  
the call letters of such Station in accordance with applicable federal law;  
provided that the size, form and placement of such "bug" shall be mutually  
agreed upon by Network and Affiliate prior to such superimposition, and such  
"bug" does not materially interfere with any graphics or other data on the  
Service.  
  
 (i) Affiliate and Network shall work cooperatively with one  
another to seek distribution of the Service to TV Households with and through  
broadcast television stations that are members of the Program Purchasing  
Corporation within sixty (60) days of the execution of this Agreement by both  
parties hereto.  
  
 6. NO FEES; REVENUE SHARE:  
  
 (a) Neither Affiliate nor any Station shall pay any fees to  
Network for any rights granted under this Agreement.  
  
  
  
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 (b) In consideration of the terms and conditions set forth  
herein, Network shall pay Affiliate (i) the Affiliate Advertising Share, and  
(ii) the Affiliate Transactional Share, each as provided in EXHIBIT D.  
  
 7. REPORTS; AUDITS:  
  
 (a) Network shall submit to Affiliate, within forty-five (45)  
days of the end of each calendar quarter, a statement reporting for such  
calendar quarter the following information: (i) Network's Advertising Revenue,  
(ii) the Affiliate Advertising Share, (iii) Network's Transactional Revenue, and  
(iv) the Affiliate Transactional Share. If this Agreement terminates on any date  
other than at the end of a calendar quarter, Network shall supply such statement  
as of the date of termination, within forty-five (45) days thereafter, and this  
obligation shall survive the termination of this Agreement until Affiliate  
receives such statement.  
  
 (b) No later than thirty (30) days following each calendar  
quarter during the Term, Affiliate shall (i) provide Network with a list of all  
MVPDs then retransmitting the Service in the DMA of each Station; and (ii) use  
best efforts to obtain and provide to Network a certified report supplied by  
each such MVPD stating the number of cable television households that receive  
the Service from such MVPD in the DMA of a Station on average over such quarter.  
  
 (c) Affiliate shall submit to Network, within forty-five (45)  
days of the end of each calendar quarter, affidavits with respect to the  
Cross-Channel Promotional Spots aired by Affiliate during such calendar quarter,  
setting forth the date and time each such Cross-Channel Promotional Spot aired  
on the Primary Feed.  
  
 (d) AUDIT.  
  
 (i) During the Term and for one (1) year thereafter, Network  
 shall maintain accurate and complete books and records in  
 accordance with generally accepted accounting principles and  
 practices that shall contain sufficient information to enable  
 an auditor to verify, for the period under audit, Network's  
 Advertising Revenue, Network's Transactional Revenue, the  
 Affiliate Advertising Share, the Affiliate Transactional Share  
 and the accuracy of the amounts paid by Network to Affiliate  
 hereunder (collectively, the "REVENUE SHARE RECORDS"). Upon  
 not less than thirty (30) days' prior written notice and not  
 more than once in any calendar year, Affiliate shall have the  
 right, at its sole cost and expense, during the Term and for  
 one (1) year thereafter, to examine during normal business  
 hours the books and records of Network for up to the prior  
 calendar year and the then-current calendar year solely to the  
 extent necessary to verify the Revenue Share Records.  
  
 (ii) Any audit conducted pursuant to this Section 7(d) shall  
 be conducted by an independent public accounting firm or an  
 independent auditing firm designated by Affiliate ("AUDITOR").  
 Any such audit shall be subject to the confidentiality  
 provisions of Section 12, and the Auditor shall execute, in  
 advance, a confidentiality agreement that obligates it to  
 maintain the confidentiality of the terms of this Agreement  
 and the information acquired during the course of the audit.  
  
 (iii) If, as a result of an audit conducted pursuant to this  
 Section 7(d), the Auditor determines that Network has fully  
 complied with its obligations pertaining to the Revenue Share  
 Records provided by Network hereunder, then the Auditor shall  
 promptly provide written notice to the parties stating that  
 Network has so complied and shall not disclose any information  
 acquired during the course of the audit. If, as a result of an  
 audit, the Auditor determines that Network has failed to  
 comply with its obligations pertaining to the Revenue Share  
  
  
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 Records, and which has caused an underpayment to Affiliate of  
 greater than 5% of the aggregate monies otherwise due  
 Affiliate hereunder, then the Auditor shall promptly provide  
 written notice to the parties stating that Network may not  
 have complied with all of its obligations. Once such notice is  
 received, the Network shall authorize the Auditor to provide  
 to Affiliate only that limited information acquired during the  
 course of the audit as is necessary for Affiliate to pursue  
 its claim or claims related to Network's perceived  
 non-compliance with its obligations pertaining to the Revenue  
 Share Records provided by Network hereunder. Under no  
 circumstances, other than the limited circumstance set forth  
 in the previous sentence, shall any information acquired  
 during the course of the audit be disclosed to Affiliate by  
 the Auditor. Any information disclosed to Affiliate by the  
 Auditor shall be subject to the confidentiality provisions  
 herein, shall not be disclosed to any parties other than those  
 that require the information in order to pursue claims as  
 described in this Section 7(d)(iii), and shall not be used for  
 any purpose other than the audit and Affiliate's pursuit of  
 its claims as described in this Section 7(d)(iii). Both  
 Network and Affiliate shall use good faith efforts to resolve  
 any claim or claims arising from an audit conducted pursuant  
 to this Section 7(d).  
  
 (iv) Any claim by Affiliate with respect to amounts owing by  
 Network, which must relate to the then-current calendar year  
 or the immediately preceding calendar year, must be made  
 within the earlier of three (3) months after the Auditor  
 provides Affiliate the results of the audit, or twelve (12)  
 months after the close of the earliest month that is the  
 subject of a claim, or Affiliate will be deemed to have waived  
 its right, whether known or unknown, to collect any shortfalls  
 from Network for the period(s) audited.  
  
 8. PROMOTION; AFFILIATE ADVERTISING:  
  
 (a) Affiliate shall use all good faith commercially reasonable  
efforts to promote the Service within the DMA of each Station, including using  
commercially reasonable efforts to have the Service listed in local print and  
on-screen guides.  
  
 (b) Without limiting Section 8(a), during the Term, each  
Station shall broadcast at least ten (10) cross-channel promotions per week  
promoting Network and the Service ("CROSS-CHANNEL PROMOTIONAL SPOTS"). Network  
shall have responsibility to produce and deliver the Cross-Channel Promotional  
Spots to each Station at least two (2) weeks prior to the air date in a useable  
format and broadcast-ready state. Affiliate shall have the right to approve the  
creative for the Cross-Channel Promotion Spots prior to air, provided that  
Affiliate shall be deemed to have accepted a Cross-Channel Promotional Spot  
unless it notifies Network to the contrary no later than seventy-two (72) hours  
after delivery. Each Station shall telecast the Cross-Channel Promotional Spots  
in a run-of-schedule rotation during the time period between 5:00 a.m. and 1:00  
a.m., prevailing local time. In addition, each Station shall use its best  
efforts to promote the Service at local events in which such Station  
participates.  
  
 (c) Network shall provide to each Station that transmits the  
Service for local advertising sales or promotion one (1) minute of commercial  
announcement time per hour on average during any consecutive thirty (30)-day  
period ("LOCAL ADVERTISING"). Affiliate shall have the right to retain for  
itself all the proceeds derived from the sale of Local Advertising. Affiliate's  
and each Station's use of Local Advertising shall be subject to Network's  
then-current standard advertising guidelines, provided that such guidelines are  
reasonably communicated to Affiliate in advance of the sale by Affiliate or a  
  
  
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Station of Local Advertising. Without limiting the foregoing, neither Affiliate  
nor any Station shall use the Local Advertising for advertising or promotion for  
any direct competitor of Network. In the event Network, in its sole but  
reasonable discretion, deems any Local Advertising to be with a direct  
competitor of Network, Network shall notify Affiliate of same, and Affiliate  
shall immediately cease such advertising or promotion. Affiliate shall be solely  
responsible for all Local Advertising and all liabilities associated therewith,  
including insertion, trafficking, billing and collection activities relating to  
the Local Advertising and for the content of the material inserted into the  
Local Advertising. Network shall properly "tone-switch," using  
industry-recognized equipment, via audible or inaudible signals, all commercial  
announcement minutes to enable each Station to insert its Local Advertising.  
  
 (d) Network, from time to time, may undertake marketing tests  
and surveys, rating polls and other research in connection with the Service.  
With respect to any tests, surveys or research that apply to any Station or DMA  
for which Network seeks Affiliate's cooperation, Network shall notify Affiliate  
of the nature and scope of each such project and Affiliate, to the extent  
permitted by applicable law, shall cooperate in such research by rendering such  
assistance as Network may reasonably request and which Affiliate can reasonably  
provide.  
  
 (e) Affiliate acknowledges that the name and xxxx "The TUBE"  
(and the names of certain programs that appear in the Service and any  
subsequently selected names or marks for the Service and accompanying websites)  
(collectively, the "MARKS") are the exclusive property of Network and its  
suppliers and that Affiliate has not and will not acquire any proprietary rights  
therein by reason of this Agreement. Affiliate shall not directly or indirectly  
question, attack, contest or in any other manner impugn the validity of the  
Marks or Network's rights in and to the Marks. Affiliate shall at no time adopt  
or use, without Network's prior written consent, any variation of the Marks or  
any word or xxxx likely to be similar to or confused with the Marks. Any and all  
goodwill arising from Affiliate's use of the Marks shall inure solely to the  
benefit of Network. Affiliate shall submit to Network for prior written approval  
any of Affiliate's promotional materials mentioning or using the Marks and  
publicity about Network or the products or programming included in the Service  
(other than materials provided by Network to Affiliate, if any). Uses of the  
Marks in routine promotional materials such as program guides and program  
listings, once approved by Network, shall be deemed approved for all subsequent  
uses unless Network specifically notifies Affiliate to the contrary.  
  
 9. WARRANTIES AND INDEMNITIES:  
  
 (a) Network and Affiliate each represents and warrants to the  
other that (i) it is duly organized, validly existing and in good standing under  
the laws of the state under which it is organized; (ii) it has the power and  
authority to enter into this Agreement and to perform fully its obligations  
hereunder; (iii) it is under no contractual or other legal obligation that shall  
in any way interfere with its full, prompt and complete performance hereunder;  
(iv) the individual executing this Agreement on its behalf has the authority to  
do so; and (v) the obligations created by this Agreement, insofar as they  
purport to be binding on it, constitute legal, valid and binding obligations  
enforceable in accordance with their terms.  
  
  
  
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 (b) Network further represents and warrants to Affiliate that,  
to the best of Network's knowledge, Network holds all necessary rights and  
licenses in and to the materials transmitted to Affiliate as part of the Service  
and such rights and licenses are sufficient to permit the transmission of the  
Service in the DMA of each of the Stations without infringing the copyright or  
other intellectual property rights of any person, provided that Affiliate and  
each Station have transmitted the Service in accordance with the rights granted  
to Affiliate pursuant to this Agreement.  
  
 (c) Affiliate further represents, warrants and covenants to  
Network that (i) it has the power and authority to cause each Station, including  
any Acquired Station, to perform fully its obligations hereunder; (ii) the  
Stations are being and will continue to be operated in all material respects (A)  
in accordance with the terms and specifications of their respective FCC licenses  
and (B) in compliance with all applicable laws, rules and regulations; (iii)  
Affiliate, to the best of its knowledge, holds and will continue to hold all  
rights and licenses (A) as are necessary to operate the Stations and permit the  
transmission of the Service in the DMA of each of the Stations without  
infringing the patent or other intellectual property rights of another person  
and (B) in and to the Local Programming and Local Advertising and such rights  
and licenses are sufficient to permit the transmission of the Local Programming  
and Local Advertising on each of the Stations without infringing the copyright  
or other intellectual property rights of any person.  
  
 (d) Affiliate and Network shall each indemnify, defend and  
forever hold harmless the other, the other's affiliated companies and each of  
the other's (and the other's affiliated companies') respective present and  
former officers, shareholders, directors, employees, partners and agents  
("NETWORK INDEMNITEES" and "AFFILIATE INDEMNITEES," respectively), against and  
from any and all Costs incurred as a result of third-party claims arising out of  
any breach of any term of this Agreement or any warranty, covenant or  
representation contained herein.  
  
 (e) Without limiting Section 9(d), Network shall indemnify,  
defend and forever hold harmless the Affiliate Indemnitees from and against any  
and all Costs arising directly or indirectly out of third-party claims that (i)  
the transmission by Affiliate of the Service in the DMA of any of the Stations  
infringes the copyright or other intellectual property rights of any person but  
only if Affiliate and each Station have transmitted the Service in accordance  
with the rights granted to Affiliate pursuant to this Agreement; and (ii) the  
content of the Service or any other promotional material provided by Network to  
Affiliate (including the Cross-Channel Promotional Spots), as furnished by  
Network and transmitted by Affiliate and each Station in accordance with this  
Agreement (i.e., not based upon any deletions, modifications or additions by  
Affiliate or any Station), is obscene, libelous, or slanderous, or violates any  
right of privacy or publicity, copyright, trademark or any other proprietary,  
literary, or dramatic right of any person. Affiliate shall, to like extent,  
indemnify, defend and forever hold harmless the Network Indemnitees for Costs  
arising directly or indirectly out of third-party claims (A) that the operation  
of one or more of the Stations infringes on the patent or other intellectual  
property rights of another person; and (B) relating to any deletion or addition  
of content, programming or other material by Affiliate to the Service, including  
the Local Advertising and Local Programming.  
  
  
  
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 (f) A party claiming indemnity under this Section 9 must give  
the indemnifying party prompt notice of any claim, and the indemnifying party  
shall have the right to assume the full defense of any claims to which its  
indemnity applies. The indemnified party, at the indemnifying party's cost, will  
cooperate fully with the indemnifying party in such defense of any such claim.  
If the indemnified party compromises or settles any such claim without the prior  
written consent of the indemnifying party, then the indemnifying party shall be  
released from its indemnity obligations with respect to the claim so settled.  
  
 (g) The representations, warranties and indemnities contained  
in this Section 9 shall continue throughout the Term and the indemnities shall  
survive the termination of this Agreement, regardless of the reason for such  
termination.  
  
 (h) Network has procured, and shall maintain during the Term,  
at its sole expense, Commercial General Liability insurance at liability limits  
of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate.  
Additionally, Network will procure on or before May 31, 2005, and shall maintain  
during the Term, at its sole expense, Errors and Omissions insurance that covers  
Network's media activities at a liability limit of $1,000,000 in any one (1)  
policy period. Each insurance policy required by this Section 9 shall be  
endorsed to provide that Affiliate is named as an additional insured. Network  
shall provide to Affiliate standard certificates of insurance as evidence of  
maintenance of all insurance policies required by this Section 9 as soon as  
reasonably practicable, but in no event later than ninety (90) days following  
the execution hereof.  
  
 10. EARLY TERMINATION RIGHTS:  
  
 (a) In addition to Network's other rights to terminate this  
Agreement, Network may, by providing Affiliate with thirty (30) days' prior  
notice, terminate this Agreement if Affiliate is in material breach of this  
Agreement, provided that Affiliate shall have thirty (30) days from Network's  
notice of such breach to cure such breach; provided, however, if such breach is  
confined to a Station or to a limited number of Stations, then Network, at its  
option, shall have the right to terminate this Agreement in its entirety or only  
as to such Station or Stations. In addition, Network may, by providing Affiliate  
with notice, terminate this Agreement as to each Station listed on EXHIBITS A-1  
and/or A-2 that does not launch the Service in accordance with Section 3(g) of  
this Agreement.  
  
 (b) In addition to Affiliate's other rights to terminate this  
Agreement, Affiliate may, by providing Network with thirty (30) days' prior  
notice, terminate this Agreement if Network is in material breach of this  
Agreement, provided that Network shall have thirty (30) days from Affiliate's  
notice of such breach to cure such breach, provided further, that if Network is  
diligently pursuing a cure of such breach and such breach cannot reasonably be  
cured within a thirty (30)-day cure period, then the cure period shall  
automatically be extended for an additional sixty (60) days. Additionally, in  
the event that Affiliate assigns or transfers the FCC license of a Station to an  
entirely unaffiliated third-party, then Affiliate may terminate this Agreement  
as to such Station only without any liability therefor to Network on at least  
ninety (90) days' prior notice, provided by Affiliate to Network, of the FCC's  
grant of consent to such assignment or transfer or upon consummation of such  
assignment or transfer, whichever is later; provided, however, that in such an  
event, Affiliate shall first provide written notice to Network within five (5)  
calendar days of the filing of an assignment or transfer of control application  
with the FCC and Affiliate's exclusivity as to the DMA of such Station shall  
terminate upon Network's receipt of such notice from Affiliate. Upon Network's  
request, Affiliate shall use commercially reasonable efforts to require such  
  
  
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third party assignee or transferee to negotiate in good faith with Network  
regarding the terms for continued distribution of the Service. Any failure by  
Affiliate (i) to give Network notice of (A) the filing of an assignment or  
transfer of control application with the FCC; or (B) the FCC's grant of consent  
to such assignment or transfer; each as required by this Section 10(b); or (ii)  
to use commercially reasonable efforts to require any third party assignee or  
transferee to negotiate in good faith with Network regarding the terms for  
continued distribution of the Service, shall each be deemed a material breach of  
this Agreement.  
  
 11. NOTICES:  
  
 Any notice or report given under this Agreement shall be in  
writing, shall be sent postage prepaid by certified mail, return receipt  
requested, or by hand delivery, or by Federal Express or similar overnight  
delivery service, to the other party, at the following address (unless either  
party at any time or times designates another address for itself by notifying  
the other party pursuant to the provisions of this Section 11, in which case all  
notices to such party thereafter shall be given at its most recently so  
designated address):  
  
  
 To Network: The TUBE Network, Inc.  
 0000 Xxxxxxx Xxxx Xxxx.  
 Xxxxxxxxxx Xxxxx, XX 00000  
  
 Attn: Xxxx X. Xxxxxx  
 cc: Xxx Xxxxxxx  
  
 To Affiliate: Raycom Media, Inc.  
 000 Xxxxxx Xxxxxx RSA Tower, 20th Floor  
 Montgomery, AL 36104  
  
 Attn: Xx. Xxxx X. XxXxxx, Xx.  
 cc: Xxxxxxx X. Xxxxx  
  
 Notice or report given by hand delivery shall be deemed  
received on delivery. Notice or report given by mail shall be deemed received on  
the earlier to occur of actual receipt or on the fifth day following mailing if  
sent in accordance with the notice requirements of this Section 11. Notice or  
report given by Federal Express or similar overnight delivery service shall be  
deemed received on the next business day following delivery of the notice or  
report to such service with instructions for overnight delivery.  
  
 Notwithstanding the foregoing, Affiliate may provide the  
completed Launch Notice by means of electronic mail ("E-MAIL"). Each e-mail  
notice shall be sent by Affiliate utilizing "confirmation of delivery" tracking  
to the satellite coordinator at XXXXXXXXXX\_0000@XXXXX.XXX or any successor email  
address designated by Network in accordance with the provisions of this Section  
11 from time-to-time, and if any e-mail notice is returned as undeliverable,  
such notice shall be supplemented with notice by any other means permissible  
under this Agreement.  
  
  
  
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 12. CONFIDENTIALITY:  
  
 Neither Affiliate nor Network shall disclose (whether orally  
or in writing, or by press release or otherwise) to any third party (other than  
their respective officers, directors and employees, in their capacity as such,  
and their respective auditors, consultants, financial advisors, lenders,  
potential investors and attorneys; provided, however, that the disclosing party  
agrees to be responsible for any breach of the provisions of this Section 12 by  
any of such parties) any information with respect to the terms and provisions of  
this Agreement (other than the existence and Term hereof) except: (a) to the  
Auditor as provided in Section 7(d); (b) to the extent necessary to comply with  
the valid order of an administrative agency or a court of competent  
jurisdiction, redacted to the greatest extent possible, in which event the party  
making such disclosure shall so notify the other in writing prior to making such  
disclosure, and shall seek an order of confidentiality from said agency or court  
prior to disclosure of any materials contemplated under this Section 12; (c) in  
order to enforce its rights pursuant to this Agreement; (d) to an independent  
public accounting firm or an independent auditing firm selected by Network or by  
a third party distributor of the Service (i.e., an accounting firm or auditing  
firm that does not audit or otherwise provide services to Network or such third  
party distributor), but only if such information relates directly to the audit  
of an more favorable provision in a written agreement between Network and such  
third party distributor; provided, however, that such independent public  
accounting firm or independent auditing firm executes a written confidentiality  
agreement acceptable to Affiliate; or (e) if mutually agreed by Affiliate and  
Network, in advance of such disclosure, in writing. This Section 12 shall  
survive the termination of this Agreement. The parties agree to issue a mutually  
agreeable press release concerning this Agreement immediately upon execution of  
this Agreement.  
  
 13. MISCELLANEOUS:  
  
 (a) ASSIGNMENT; BINDING EFFECT; REORGANIZATION. This Agreement  
shall be binding on the respective transferees and successors of the parties  
hereto, except that neither this Agreement nor either party's rights or  
obligations hereunder shall be assigned or transferred by either party without  
the prior written consent of the other party, which consent shall not be  
unreasonably withheld.  
  
 (b) ENTIRE AGREEMENT; AMENDMENTS; WAIVERS; CUMULATIVE  
REMEDIES. This Agreement, including the Exhibits attached hereto, contains the  
entire understanding of the parties hereto and supersedes and abrogates all  
contemporaneous and prior understandings of the parties, whether written or  
oral, relating to the subject matter hereof. This Agreement may not be modified  
except in a writing executed by both parties hereto. Any waiver of any provision  
of this Agreement must be in writing and signed by the party whose rights are  
being waived. No waiver of any breach of any provision hereof shall be or be  
deemed to be a waiver of any preceding or subsequent breach of the same or any  
other provision of this Agreement. The failure of Affiliate or Network to  
enforce or seek enforcement of the terms of this Agreement following any breach  
shall not be construed as a waiver of such breach. All remedies, whether at law,  
in equity or pursuant to this Agreement shall be cumulative.  
  
  
  
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 (c) GOVERNING LAW. The obligations of Affiliate and Network  
under this Agreement are subject to all applicable federal, state and local  
laws, rules and regulations, and this Agreement and all matters or issues  
collateral thereto shall be governed by the laws of the State of Delaware  
applicable to contracts to be entirely performed therein.  
  
 (d) RELATIONSHIP. Neither party shall be, or hold itself out  
as, the agent of the other or as joint venturers under this Agreement. Nothing  
contained herein shall be deemed to create, and the parties do not intend to  
create, any partnership, association, joint venture, fiduciary or agency  
relationship between Affiliate and Network, and neither party is authorized to  
or shall act toward third parties or the public in any manner which would  
indicate any such relationship with the other.  
  
 (e) FORCE MAJEURE. Neither Affiliate nor Network shall have  
any rights against the other party hereto for the non-operation of facilities or  
the non-furnishing of the Service if such non-operation or non-furnishing is due  
to an act of God; inevitable accident; fire; weather; lockout; strike or other  
labor dispute; riot or civil commotion; act of government or governmental  
instrumentality (whether federal, state or local); failure of performance by a  
common or private carrier; material failure in whole or in part of technical  
facilities which are material to the transmission of the Service; or other cause  
beyond either party's reasonable control (financial inability is excepted) (each  
of the foregoing, an "EVENT OF FORCE MAJEURE").  
  
 (f) SEVERABILITY. In the event of any order or decree of, or  
any other action or determination by, an administrative agency or court of  
competent jurisdiction, including any material change in or clarification of FCC  
rules, policies or precedent that would cause one or more provisions of this  
Agreement to be invalid or unenforceable, in whole or in part, or that would  
violate applicable law in any respect, such invalidity, unenforceability or  
violation shall not affect any other provision of this Agreement, and this  
Agreement shall be construed as though such invalid and/or unenforceable  
provision(s) or provision(s) that violate applicable law had never been  
contained herein. Notwithstanding the foregoing, if such deletion constitutes a  
substantial deviation from the general intent and purpose of the parties hereto,  
then Network and Affiliate shall negotiate in good faith to modify this  
Agreement to the extent necessary to render it valid, legal and enforceable  
while preserving the original intent of the parties as closely as possible in a  
mutually acceptable manner in order that the transactions contemplated hereby be  
consummated as originally contemplated to the fullest extent possible.  
  
 (g) NO INFERENCE AGAINST AUTHOR. Network and Affiliate each  
acknowledge that this Agreement was fully negotiated by the parties and,  
therefore, no provision of this Agreement shall be interpreted against any party  
because such party or its legal representative drafted such provision.  
  
  
  
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 (h) NO THIRD-PARTY BENEFICIARIES. The provisions of this  
Agreement are for the exclusive benefit of the parties hereto and their  
permitted assigns, and no third party shall be a beneficiary of, or have any  
rights by virtue of, this Agreement.  
  
 (i) HEADINGS. The titles and headings of the sections in this  
Agreement are for convenience only and shall not in any way affect the  
interpretation of this Agreement. Any reference in this Agreement to "Section"  
or an "EXHIBIT" shall, unless the context expressly requires otherwise, be a  
reference to "Section" in, or an "EXHIBIT" to, this Agreement. Forms of the word  
"include" mean "including without limitation;" and references to "hereunder,"  
"herein," "hereof," and the like, refer to this Agreement.  
  
 (j) NON-RECOURSE. Notwithstanding anything contained in this  
Agreement to the contrary, it is expressly understood and agreed by the parties  
hereto that each and every representation, warranty, covenant, undertaking and  
agreement made in this Agreement was not made or intended to be made as a  
personal representation, undertaking, warranty, covenant, or agreement on the  
part of any individual, and any recourse, whether in common law, in equity, by  
statute or otherwise, against any individual is hereby forever waived and  
released.  
  
 (k) LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER  
PROVISION IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO  
THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING LOSS  
OF PROFITS OF REVENUES, OR DAMAGES TO OR LOSS OF PERSONAL PROPERTY) IN ANY CAUSE  
OF ACTION ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH A DEFAULT UNDER OR A  
BREACH OF THIS AGREEMENT.  
  
 (l) TAXES. Network shall not be liable for, and Affiliate  
shall pay and hold harmless Network from, any federal, state or local taxes,  
surcharges, levies or any other charges which are based upon revenues derived by  
operations of Affiliate or each Station.  
  
 (m) CHANGE IN OPERATIONS. Affiliate represents and warrants  
that each Station is operating with facilities specified in its FCC license. In  
the event that any Station's transmitter location, power, height of antenna,  
Licensed Community, frequency, or hours of operation are materially reduced or  
changed at any time so that such Station's value to Network as a telecaster of  
the Service is less than as existed on the Effective Date, and such reduction or  
change has not been cured by Affiliate within fifteen (15) days after such  
occurrence, Network shall have the right to terminate this Agreement upon thirty  
(30) days' prior written notice to Affiliate. Affiliate shall notify Network  
immediately in writing if Affiliate applies to the FCC to modify any Station's  
transmitter location, power, height of antenna, Licensed Community or frequency  
or of any modification or proposed modification, for any reason, in such  
Station's hours of operation.  
  
 (n) SPECIFIC PERFORMANCE. The parties agree that the services  
to be provided by Affiliate hereunder are specific and unique in character and  
furthermore that a failure by Affiliate to fulfill its commitments under this  
Agreement will cause irreparable damage to Network which cannot be compensated  
in monetary damages. Therefore, Affiliate agrees that Network shall be entitled  
to obtain specific performance of Affiliate's obligations under this Agreement  
as an appropriate remedy in the event of a material breach of the terms of this  
Agreement by Affiliate.  
  
  
  
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 (o) RIGHT OF FIRST REFUSAL. In the event Network decides to  
offer any new television programming channels (the "NEW CHANNELS"), then  
Affiliate shall have sixty (60) calendar days from Affiliate's receipt of  
Network's comprehensive business plan for such New Channels to determine whether  
Affiliate desires to amend this Agreement to include the New Channels. At the  
expiration of the sixty (60)-day period, Affiliate's right of first refusal  
shall expire. If, during said sixty (60)-day period, Affiliate notifies Network  
in writing of its desire to add the New Channels to this Agreement, then both  
parties shall work diligently together and in good faith to cause this Agreement  
to be amended within sixty (60) days of such notice to include the terms and  
conditions pursuant to which the New Channels may be distributed by Affiliate.  
If, having used good faith diligent efforts, Affiliate and Network have failed  
to amend this Agreement to reflect the New Channels within such sixty (60)-day  
period, then neither party shall have an obligation to continue such  
negotiations or amend this Agreement to include the New Channels.  
  
 The parties hereto have executed this Agreement to be effective as of  
the Effective Date notwithstanding the actual date of execution.  
  
AFFILIATE: NETWORK:  
Raycom Media, Inc. The Tube Music Network, Inc.  
  
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
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 EXHIBIT X-0  
  
 XXXXXXX XXXXXXXXXXXXXX 0  
  
Xxxxxx Xxxxxxxx of July 31, 2005  
  
  
 DMA CALL LETTERS STREET ADDRESS  
 --- ------------ --------------  
   
Albuquerque KASA 0000 Xxxxxxxxxx Xxxx., X.X. - Xxxxxxxxxxx X.X. 00000  
Albany WFXL 0000 Xxxxxx Xxxxxx - Xxxxxx, XX 00000-0000  
Augusta WFXG 0000 Xxxxxxxxxx Xxxx - Xxxxxxx, XX 00000  
Cedar Rapids-Waterloo-Dubuque KWWL 000 Xxxx Xxxxxx Xxxxxx - Xxxxxxxx, XX 00000  
Cincinnati 00 Xxxxxxxxx Xxxxx - 000 Xxxx Xxxxxxx Xxxxxx -  
 XXXX Xxxxxxxxxx, XX 00000  
Cleveland WOIO 0000 X. 00xx Xxxxxx - Xxxxxxxxx, XX 00000  
Cleveland WUAB 0000 X. 00xx Xxxxxx - Xxxxxxxxx, XX 00000  
Colorado Springs-Pueblo KXRM 000 Xxxxxx Xxxx - Xxxxxxxx Xxxxxxx, XX 00000  
Columbia WACH 0000 Xxxxxxx Xxxxxx - Xxxxx 000 - Xxxxxxxx, XX 00000  
Columbus GA WTVM 0000 Xxxxxxx Xxxx - Xxxxxxxx, XX 00000  
\*Columbus GA WSTX 0000 Xxxxxxx Xxxx - Xxxxxxxx, XX 00000  
Dothan WDFX 0000 Xxxx Xxxxx Xxxxxx - Xxxxxx, XX 00000  
Hattiesburg/Laurel WDAM 0000 Xxxxxxx 00 - Xxxxxxx, XX 00000  
Honolulu KHNL 000 X Xxxxxxx Xxxx - Xxxxxxxx, XX 00000-0000  
Honolulu KFVE 000 X Xxxxxxx Xxxx - Xxxxxxxx, XX 00000-0000  
Huntsville WAFF 0000 X. Xxxxxxxx Xxxxxxx - Xxxxxxxxxx, XX 00000  
Knoxville 0000 Xxxxxxxxx Xxxx Xxxxx - Xxxxxxxxx Xxxxxx  
 WTNZ Xxxx X / Xxxxx 000 - Xxxxxxxxx, XX 00000  
Marquette WLUC 000 XX 00 Xxxx - Xxxxxxxx, XX 00000  
Memphis WMC 0000 Xxxxx Xxxxxx - Xxxxxxx, XX 00000  
Xxxxxxx/Xxxxxxxxxx XXXX Xxx 00 - Xxxxx Xxxxxxxxxx, Xxxxxxxx 00000  
\*Ottumwa/Kirksville KYOU 000 Xxxx Xxxxxx Xxxxxx - Xxxxxxx, XX 00000  
Panama City WPGX 000 Xxxxxxx Xxxxxx - Xxxxxx Xxxx, XX 00000  
Richmond 0000 Xxxx Xxxxx Xxxxxx - P.O. Box 11064  
 WTVR Xxxxxxxx, XX 00000  
Savannah 11 The News Place - 0000 Xxxxxxx Xxxxxx Xxxxx  
 Xxxxxxxx, XX 00000  
 WTOC Mail: XX Xxx 0000 - Xxxxxxxx, XX 00000  
Shreveport KSLA 0000 Xxxxxxxxx Xxxxxx - Xxxxxxxxxx, XX 00000  
Toledo WNWO 000 Xxxxx Xxxxx Xxxx - Xxxxxx, XX 00000-0000  
Traverse City WPBN 0000 X00 Xxxx - Xxxxxxxx Xxxx, XX 00000  
Tucson KOLD 0000 X. Xxxxxxxx Xxxx Xxxxx - Xxxxxx, XX 00000  
  
 FLX 0000 Xxxx Xxxx Xxxxx Xxxxxxxxx - Xxxx Xxxx Xxxxx, XX  
Xxxx Xxxx Xxxxx X 00000  
Xxxxxxxxxx WECT 000 Xxxxxxxx Xxxxxxxxx - Xxxxxxxxxx, XX 00000  
\*Wilmington WSFX 000 Xxxxxxxx Xxxxxxxxx - Xxxxxxxxxx, XX 00000  
  
 \* Operatedby Raycom Media, Inc. per Shared Services Agreement  
 with license holder.  
  
  
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 EXHIBIT A-2  
  
 STATION IDENTIFICATION 2  
  
Launch Deadline of October 31, 2005  
  
  
  
 DMA CALL LETTERS STREET ADDRESS  
 --- ------------ --------------  
   
Baton Rouge WAFB 000 Xxxxxxxxxx Xxxxxx - Xxxxx Xxxxx, XX 00000  
Paducah-Cape Girardeau KFVS 000 Xxxxxxxx - Xxxx Xxxxxxxxx, XX 00000  
Syracuse WSTM 0000 Xxxxx Xxxxxx - Xxxxxxxx, XX 00000  
  
  
  
  
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 EXHIBIT B  
  
 LAUNCH NOTICE  
  
  
  
  
 BROADCAST LAUNCH FORM  
 -------------------------------------------------------------- -----------------------------------------------  
   
 STATION NAME: STATION GROUP OWNER:  
 -------------------------------------------------------------- -----------------------------------------------  
 STATION MAILING ADDRESS:  
 --------------------------------------------------------------------------------------------------------------  
 PHONE NUMBER: FAX NUMBER:  
 -------------------------------------------------------------- -----------------------------------------------  
 GENERAL MANAGER: MARKETING CONTACT:  
 -------------------------------------------------------------- -----------------------------------------------  
 ENGINEER PHONE (IF DIFFERENT):  
  
 EMAIL ADDRESS:  
 -------------------------------------------------------------- -----------------------------------------------  
 AREAS SERVED (PLEASE INCLUDE ZIP CODES):  
  
  
  
  
 --------------------------------------------------------------------------------------------------------------  
 DMA:  
 --------------------------------------------------------------------------------------------------------------  
 FILL OUT THE LINE BELOW FOR ONE EARTH STATION RECEIVE SITE (EACH ADDITIONAL SITE REQUIRES A SEPARATE FORM)  
 --------------------------------------------------------------------------------------------------------------  
 Do you have an antenna capable of receiving a C band feed from Galaxy 3C  
 located at 95 degrees?  
  
 YES\_\_\_\_ NO\_\_\_\_  
 --------------------------------------------------------------------------------------------------------------  
 Do you have space for an additional antenna on your roof or in your antenna farm? YES\_\_\_\_ NO\_\_\_\_  
 --------------------------------------------------------------------------------------------------------------  
 Does this space have a good southern exposure looking at 95 degrees? YES\_\_\_\_ NO\_\_\_\_  
 --------------------------------------------------------------------------------------------------------------  
 Do you have the resources to install the antenna? YES\_\_\_\_ NO\_\_\_\_  
 --------------------------------------------------------------------------------------------------------------  
 STREET ADDRESS (Shipping Address):  
 -------------------------------------------------------------- -----------------------------------------------  
 CITY/STATE/ZIP: COUNTY:  
  
  
 -------------------------------------------------------------- -----------------------------------------------  
  
 LAUNCH DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CHANNEL NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 -------------------------------------------------------------- -----------------------------------------------  
 SIGNATURE: TITLE: DATE:  
 ------------------------------------------ ---------------------------------------- --------------------------  
  
  
  
 EMAIL COMPLETED FORM TO XXXXXXXXXX\_0000@XXXXX.XXX  
  
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 EXHIBIT C  
  
 RECEIVING EQUIPMENT  
  
  
o C-Band Antenna, single port feed with digital-ready LNB  
o 150 Feet of RG6 Coaxial Cable  
o Integrated receiver/decoder  
  
  
  
  
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 EXHIBIT D  
  
 REVENUE SHARE  
  
  
 Commencing on the Effective Date and thereafter throughout the Term,  
Network shall pay to Affiliate the following amounts:  
  
I. AFFILIATE ADVERTISING SHARE.  
  
 1. DETERMINING AFFILIATE ADVERTISING SHARE. Commencing on the  
 calendar quarter beginning with July 1, 2005 and for each  
 calendar quarter thereafter during the Term, Network shall pay  
 to Affiliate the Affiliate Advertising Share. For purposes  
 hereof, the "AFFILIATE ADVERTISING SHARE" shall be determined  
 by [XXXX]\* for such calendar quarter by a fraction, the  
 numerator of which is the total number of Cable Subscriber  
 Households in the DMA of the Station(s) transmitting the  
 Service pursuant to this Agreement, and the denominator of  
 which is the total number of Cable Subscriber Households in  
 all of the DMAs in which Network has a broadcast television  
 station affiliate that is transmitting the Service. If a  
 Station commences transmitting the Service on other than the  
 first day of a calendar quarter, then the Affiliate  
 Advertising Share for such quarter shall be further prorated  
 based on the number of days in such quarter that such Station  
 transmitted the Service. For purposes of this EXHIBIT D, The  
 number of Cable Subscriber Households shall be determined by  
 the report supplied by each MVPD distributing the service,  
 described in Section 7(b) of the body of this Agreement. In  
 the event that such report is not received by Network with  
 respect to each and every MVPD that carries the Service, then,  
 for purposes of this EXHIBIT D, the number of Cable Subscriber  
 Households shall be equal to the number of cable TV households  
 served by the applicable Station in such Station's DMA as  
 published in the most recent TELEVISION & CABLE FACTBOOK  
 (Xxxxxx Publishing, Inc.) or, if an improved independent  
 source for determining the number of television households  
 that receive the Service through a subscription to cable  
 service hereafter becomes publicly available, the parties  
 agree to use such source in lieu of the foregoing.  
  
 2. PAYMENT. The Affiliate Advertising Share, if any, shall be  
 payable quarterly and shall be due no later than forty-five  
 (45) days following the end of each calendar quarter, for  
 which a payment is due.  
  
II. AFFILIATE TRANSACTIONAL SHARE.  
  
 1. DETERMINING AFFILIATE TRANSACTIONAL SHARE. Commencing on the  
 calendar quarter beginning with July 1, 2005 and for each  
 calendar quarter thereafter during the Term, Network shall pay  
 to Affiliate the Affiliate Transactional Share. For purposes  
 hereof, the "AFFILIATE TRANSACTIONAL SHARE" means [XXXX]\* for  
 the pertinent calendar quarter. If a Station commences  
 transmitting the Service on other than the first day of a  
  
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\* Filed under an application for confidential treatment.  
  
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 calendar quarter, then the Affiliate Transactional Share for  
 such quarter shall be further prorated based on the number of  
 days in such quarter that such Station transmitted the  
 Service.  
  
2. PAYMENT. The Affiliate Transactional Share, if any, shall be payable  
 quarterly and shall be due no later than forty-five (45) days following  
 the end of each calendar quarter, for which a payment is due.  
  
  
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 EXHIBIT E  
  
 ADDITIONAL TERMS AND CONDITIONS  
  
  
RIGHTS AND COPYRIGHT INDEMNIFICATION  
  
Without limiting Network's indemnification obligations as set forth in the body  
of this Agreement, Network agrees to indemnify the Affiliate Indemnitees against  
any and all Costs arising out of any (i) third-party claims that Network's music  
performance rights licenses with ASCAP, BMI and SESAC do not cover music  
performances through to the viewers of the Service, or (ii) written agreement  
between Affiliate and an MVPD for the retransmission of the Service (together  
with the Primary Feed as provided in Section 3(a) of the body of the Agreement)  
solely within the Station's DMA pursuant to which Affiliate is obligated to  
indemnify such MVPD against any Incremental Copyright Cost (as defined below)  
resulting directly from the retransmission of the Service by such MVPD in the  
Station's DMA. For purposes hereof, "INCREMENTAL COPYRIGHT COST" shall mean the  
difference, if any, between (A) the copyright royalties that would be payable by  
the MVPD in the Station's DMA without carriage of the Service, and (B) the  
copyright royalties that would be payable by such MVPD in such DMA with the  
carriage of the Service.  
  
  
  
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April 15, 2005  
  
Raycom Media, Inc.  
000 Xxxxxx Xxxxxx RSA Tower, 00xx Xxxxx  
Xxxxxxxxxx, XX 00000  
Facsimile Number: (000) 000-0000  
Attn: Xx. Xxxx XxXxxx  
  
 Re: Charter Affiliate Affiliation Agreement dated as of April14, 2005  
 by and between The Tube Music Network, Inc., and Raycom Media, Inc.  
 (the "AGREEMENT")  
  
Dear Xx. XxXxxx:  
  
As an inducement to Affiliate to enter into the Agreement, and in consideration  
of Affiliate's obligations in the Agreement, including but not limited to, the  
obligation to transmit the Service on all broadcast television stations  
currently owned and/or operated by Affiliate, this letter shall confirm our  
agreement respecting additional consideration to be provided by Network to  
Affiliate. All capitalized terms used and not otherwise defined herein shall  
have the meanings as set forth in the Agreement.  
  
Network hereby agrees to provide Affiliate with the consideration set forth  
below, all such consideration to be in addition to that consideration set forth  
in the Agreement, including but not limited to as specified in EXHIBIT D  
thereof.  
  
1. Upon execution of the Agreement, Network shall cause AGU Entertainment Corp.,  
the parent of Network ("AGU") to provide Affiliate with [XXXX]\*.  
  
2. Network shall cause AGU to provide Affiliate with [XXXX]\* upon the following  
occurrences:  
  
 (a) [XXXX]\* for each [XXXX]\* (or pro rata portion if less than [XXXX]\*  
or an increment of [XXXX]\*) of the TV Households in the United States in the  
DMAs rated eleven and higher based on the number of TV Households delivered to  
and obtained by Network for transmission of the Service [XXXX]\*, exclusive of  
any DMAs served by Affiliate, affiliates of Affiliate or Program Purchasing  
Corporation ("PPC") in DMAs eleven and higher;  
  
 (b) [XXXX]\* for each [XXXX]\* (or pro rata portion if less than [XXXX]\*  
or an increment of [XXXX]\*) of the total TV Households in the United States in  
the DMAs rated four through ten inclusive based on the number of TV Households  
delivered to and obtained by Network for transmission of the Service [XXXX]\*,  
exclusive of any DMAs served by Affiliate, affiliates of Affiliate or PPC in  
DMAs four through ten inclusive;  
  
 (c) [XXXX]\* for each [XXXX]\* (or pro rata portion if less than [XXXX]\*  
or an increment of [XXXX]\*) of the total TV Households in the United States in  
the DMAs rated one through three inclusive based on the number of TV Households  
delivered to and obtained by Network for transmission of the Service [XXXX]\*,  
exclusive of any DMAs served by Affiliate, affiliates of Affiliate or PPC in the  
DMAs one through three inclusive.  
  
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\* Filed under an application for confidential treatment.  
  
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3. AGU will maintain Network as a wholly-owned subsidiary, and maintain its  
separate existence during the Term of the Agreement.  
  
4. In the event Affiliate desires to make a financial investment in AGU, AGU  
shall negotiate such investment opportunity on a good faith basis.  
  
5. AGU will provide Affiliate with a [XXXX]\* referenced in 3 above.  
  
6. In consideration of, and subject to, Affiliate's distribution of the Service  
on each of the Stations covered by the Agreement, and Affiliate's continued  
transmission of the Service throughout the Term in accordance with the terms of  
the Agreement, Network shall pay Affiliate a [XXXX]\* each Contract Year (as  
defined below) during the Term (the "[XXXX]\*") based on the number of Cable  
Subscriber Households in the DMA of the Station(s) transmitting the Service  
pursuant to the Agreement; provided, however, that the [XXXX]\* for the first  
Contract Year shall be pro rated based on the nine-month period commencing July  
1, 2005 and ending on March 31, 2006 (i.e., the [XXXX]\* for the first Contract  
Year shall be multiplied by three-quarters) and no payment shall be due or  
payable for the calendar quarter commencing April 1, 2005. The [XXXX]\*, if any,  
shall be payable in equal quarterly installments as set forth below in this  
paragraph 6, and for each Contract Year shall be determined by multiplying the  
"MULTIPLIER" (as set forth opposite each such Contract Year in the table below)  
by the number of Cable Subscriber Households (determined in accordance with  
subparagraph 6(a) below) in the most recent MVPD report or independent  
publication that exists at the beginning of each such Contract Year (i.e., the  
number of Cable Subscriber Households is determined at the beginning of each  
Contract Year based on then most recently available numbers and remains constant  
thereafter for the remainder of such Contract Year). For purposes hereof,  
"CONTRACT YEAR" means each twelve (12)-month period commencing on April 1.  
  
------------------------------------------ -------------------------------------  
 CONTRACT YEAR MULTIPLIER  
------------------------------------------ -------------------------------------  
 1 [XXXX]\*  
------------------------------------------ -------------------------------------  
 2 [XXXX]\*  
------------------------------------------ -------------------------------------  
 3 [XXXX]\*  
------------------------------------------ -------------------------------------  
 4 [XXXX]\*  
------------------------------------------ -------------------------------------  
 5 [XXXX]\*  
------------------------------------------ -------------------------------------  
 Renewal Term, if any [XXXX]\*  
------------------------------------------ -------------------------------------  
  
 (a) For purposes of calculating the [XXXX]\*, the number of Cable  
 Subscriber Households in the DMA of each Station transmitting the  
 Service shall be as set forth in the certified report supplied by each  
 MVPD distributing the Service (as described in Section 7(b) of the  
 Agreement) in the DMA of a Station transmitting the Service. In the  
 event that such report is not available for any given MVPD distributing  
 the Service, then, for purposes of this paragraph 6, the number of  
 Cable Subscriber Households for such non-reporting MVPD shall be equal  
 to the number of digital cable subscribers served by such MVPD in the  
 applicable Station's DMA as published in the most recent TELEVISION &  
 CABLE FACTBOOK (Xxxxxx Publishing, Inc.) (the "FACTBOOK"). In the event  
 that neither of the calculation methods described in the previous two  
 sentences is available for any given MVPD distributing the Service in  
 the DMA of a Station transmitting the Service, then, for purposes of  
 this paragraph 6, the number of Cable Subscriber Households for such  
 MVPD shall be equal to the number of cable TV households served by such  
 MVPD in the applicable Station's DMA as published in the most recent  
 Factbook multiplied by the most recently reported cable digital  
 penetration rate for such MVPD, if available (and, if the cable digital  
 penetration rate is not available for such MVPD, then the national  
  
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\* Filed under an application for confidential treatment.  
  
  
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 cable digital penetration rate), as reported by the Cable and  
 Telecommunications Association for Marketing in its annual tracking  
 study. In the event that a more accurate independent publicly available  
 source for determining the number of television households that receive  
 the Service through a subscription cable service hereafter becomes  
 available, the parties agree to use such source in lieu of the  
 foregoing.  
  
 (b) For each Contract Year, a running balance sheet of the [XXXX]\* will  
 be maintained and reconciled on a quarterly basis as follows:  
  
 (i) If at the end of any calendar quarter during the Term, the sum of  
 the aggregate Affiliate Advertising Share and aggregate Affiliate  
 Transactional Share ("TOTAL REVENUE") for such calendar quarter equals  
 or exceeds the [XXXX]\* due and payable for such calendar quarter, then  
 Network shall pay the Total Revenue in accordance with the provisions  
 of EXHIBIT D to the Agreement and shall not pay Affiliate any  
 additional amounts during such calendar quarter (i.e., no portion of  
 the [XXXX]\* shall be due or payable for such quarter), provided that  
 Network may carry forward to subsequent calendar quarters during such  
 Contract Year the amount by which Total Revenue exceeds the portion of  
 the [XXXX]\* that would otherwise have been payable for that or any  
 subsequent calendar quarter(s). The following table provides an  
 illustration of the carry-forward concept and assumes the [XXXX]\* for  
 the Contract Year is [XXXX]\* (payable in four equal [XXXX]\*  
 installments over such Contract Year), and Total Revenue of [XXXX]\* for  
 the first quarter, [XXXX]\* for the second quarter, [XXXX]\* for the  
 third quarter, and [XXXX]\* for the fourth quarter.  
  
  
  
------------------------- ---------------------- ----------------------- ---------------------- ----------------------  
 QUARTER: [XXXX]\* TOTAL REVENUE: AMOUNT PAID: CARRY FORWARD:  
 ------- ------- ------------- ----------- -------------  
------------------------- ---------------------- ----------------------- ---------------------- ----------------------  
   
 1 [XXXX]\* [XXXX]\* [XXXX]\* [XXXX]\*  
------------------------- ---------------------- ----------------------- ---------------------- ----------------------  
 2 [XXXX]\* [XXXX]\* [XXXX]\* [XXXX]\*  
------------------------- ---------------------- ----------------------- ---------------------- ----------------------  
 3 [XXXX]\* [XXXX]\* [XXXX]\* [XXXX]\*  
------------------------- ---------------------- ----------------------- ---------------------- ----------------------  
 4 [XXXX]\* [XXXX]\* [XXXX]\* [XXXX]\*  
------------------------- ---------------------- ----------------------- ---------------------- ----------------------  
  
 \*Not to be carried forward to the following Contract Year  
  
 (ii) If, at the end of any calendar quarter during the Term for which a  
 portion of the [XXXX]\* is payable, the Total Revenue for such calendar  
 quarter is less than the [XXXX]\*, then Network shall, in lieu of the  
 Total Revenue payment, pay the portion of the [XXXX]\* due for such  
 quarter, provided that Network may recoup the [XXXX]\* paid in such  
 quarter against subsequent calendar quarters during such Contract Year  
  
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\* Filed under an application for confidential treatment.  
  
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 if the Total Revenue in future quarter(s) exceeds the [XXXX]\* payable  
 for such quarter(s). The [XXXX]\* for a quarter, if paid in lieu of the  
 Total Revenue Payment, shall be due and payable no later than  
 forty-five (45) days following the end of such quarter. The following  
 table provides an illustration of the recoupment concept and assumes  
 the [XXXX]\* for the Contract Year is [XXXX]\* (payable in four equal  
 [XXXX]\* installments over such Contract Year), and Total Revenue of  
 [XXXX]\* for the first quarter, [XXXX]\* for the second quarter, [XXXX]\*  
 for the third quarter, and [XXXX]\* for the fourth quarter.  
  
  
  
------------------------- ---------------------- ----------------------- ---------------------- ----------------------  
 QUARTER: [XXXX]\* TOTAL REVENUE: AMOUNT PAID: RECOUPMENT:  
 ------- ------- ------------- ----------- ----------  
------------------------- ---------------------- ----------------------- ---------------------- ----------------------  
   
 1 [XXXX]\* [XXXX]\* [XXXX]\* [XXXX]\*  
------------------------- ---------------------- ----------------------- ---------------------- ----------------------  
 2 [XXXX]\* [XXXX]\* [XXXX]\* [XXXX]\*  
------------------------- ---------------------- ----------------------- ---------------------- ----------------------  
 3 [XXXX]\* [XXXX]\* [XXXX]\* [XXXX]\*  
------------------------- ---------------------- ----------------------- ---------------------- ----------------------  
 4 [XXXX]\* [XXXX]\* [XXXX]\* [XXXX]\*  
------------------------- ---------------------- ----------------------- ---------------------- ----------------------  
  
 \* Not to be carried forward to the following Contract Year  
  
7. Network agrees that if, in relation to any third party that owns or operates  
Broadcast Television stations in the United States and distributes the Service,  
Network (A) grants a higher [XXXX]\* per month for each Cable Subscriber  
Household (determined for both Affiliate and such third party as set forth in  
subparagraph 6(a) hereof), or (B) uses a percentage higher than fifteen percent  
(15%) to calculate the Affiliate Advertising Share or Affiliate Transactional  
Share (clauses (A) and (B), individually and collectively, shall be referred to  
herein as a "MORE FAVORABLE PROVISION"), Network will promptly offer such More  
Favorable Provision to Affiliate for the same amount of time that such More  
Favorable Provision is available to such third party; provided, however, that if  
the grant of such More Favorable Provision requires the performance by such  
third party of any obligation, term or condition, then Affiliate shall perform  
such obligation, term or condition in order to receive such More Favorable  
Provision.  
  
Please acknowledge your acceptance of the above terms, by signing where  
indicated below.  
  
Very truly yours,  
  
AGU Entertainment Corp. The TUBE Music Network, Inc.  
  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Xxxx X. Xxxxxx Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Executive Vice President & CFO Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
ACKNOWLEDGED AND ACCEPTED BY:  
Raycom Media, Inc.  
  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Xxxx X. XxXxxx, Xx.  
President and Chief Executive Officer  
  
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\* Filed under an application for confidential treatment.  
  
  
  
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