REDEMPTION AGREEMENT

THIS REDEMPTION AGREEMENT (this "Agreement") is made and entered into effective as of the 19th day of November, 2009, by and between **NVT LICENSE HOLDINGS, LLC**, a Delaware limited liability company (the "Company") and **HBK NV LLC**, a Delaware limited liability company ("Member").

WHEREAS, Member owns one hundred (100) Class A Units and one (1) Class B Unit of the Company;

WHEREAS, the Company desires to purchase and redeem ninety-nine (99) Class A Units and one (1) Class B Unit (collectively, the "Units") from Member, and Member desires to assign, sell, convey and transfer the Units to the Company, to be effective at the Closing on the Closing Date (each as defined below) (the "Redemption"); and

WHEREAS, simultaneously with the Closing of the transactions contemplated herein, Member will assign one (1) Class A Unit of the Company to McMillen (as defined below) (the "Assignment").

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are conclusively acknowledged and confirmed by the parties and intending to be legally bound hereby, it is agreed as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions. When used in this Agreement, the following terms shall have the meanings specified:

"Closing" shall mean the conference to be held at 10:00 a.m., Dallas, Texas time on the Closing Date at the offices of the Company, 2101 Cedar Springs Road, Suite 700, Dallas, Texas 75201, or at such other time and place as the parties may mutually agree to in writing.

"Closing Date" shall mean (a) the date designated by the Company upon two (2) business days prior notice to Member after the last to occur of the dates on which the FCC Consent (defined below) has become a Final Order; provided, however, that the Company, in its sole discretion, may waive the requirement that the FCC Consent become a Final Order, in which event the Closing shall occur on the second (2nd) business day after such waiver has been communicated to Member, in which case the parties may execute an Unwind Agreement in a form mutually agreed to by the parties, or (b) if later, the first (1st) business day following the satisfaction or waiver of the conditions precedent set forth in Article VI and Article VII or (c) such other date as the Company and Member may mutually agree.

"FCC" shall mean the Federal Communications Commission.

"FCC Consent" shall mean all necessary actions by the FCC granting its written consent to the transfer of control of the Company from Member to McMillen that results from the Redemption and the Assignment.

"Final Order" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending and as to which the time for filing any such petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminate.

"LLC Agreement" shall mean that certain Amended and Restated Limited Liability Company Agreement of the Company dated as of September 30, 2009.

"McMillen" shall mean C. Thomas McMillen, an individual.

"Pledge Agreement" shall mean that certain Licenseco Holdings Pledge Agreement dated as of September 30, 2009, among Member, McMillen and the other parties thereto.

ARTICLE II.
REDEMPTION OF UNITS

2.1 Redemption of Units. At the Closing on the Closing Date, and upon all of the terms and conditions of this Agreement, the Company shall redeem and purchase the Units from Member, and Member shall assign, sell, convey and transfer the Units to the Company free and clear of all liens or other encumbrances, and thereafter, Member shall have no further capital, voting or other interest in the Company with respect to the Units.

2.2 Redemption Amount. The redemption price payable by the Company to Member for the Redemption shall be Two Hundred and Fifty Thousand and 00/100 Dollars ($250,000.00) (the "Redemption Amount"). Member acknowledges and agrees that the payment of the Redemption Amount hereunder shall be in full satisfaction of the payments contemplated in Section 3 of the HBK Participation Agreement and Section 5.5 of the Plan (each as defined in the LLC Agreement).

2.3 Method and Time of Payment. The Redemption Amount shall be payable by the Company to Member at the Closing by wire transfer in immediately available funds or at such other time as the parties hereto may mutually agree.

2.4 Disposition of the Units. After the Closing, the Units shall be authorized, but unissued limited liability company units of the Company.

2.5 Closing. At the Closing, Member shall deliver to the Company a limited liability company unit transfer power in favor of the Company and such other documents and instruments set forth herein and as reasonably requested by Company to effect the transfer of the Units by Member to the Company or as otherwise set forth herein, and the Company shall deliver the Redemption Amount to Member.

2.6 Tax Matters. Immediately following the Closing and the closing of the Assignment, the Company shall (i) be wholly owned by McMillen, (ii) be treated as a disregarded entity for federal tax purposes, and (iii) cease to be treated as a partnership for federal tax purposes. The Member and the Company acknowledge and agree that the taxable year of the Company shall close with respect to all of the members of the Company (or if for any reason no such closing of the taxable year shall be allowed for tax purposes, then the Member and the Company agree that there shall be an interim closing of the books) effective as of the Closing and all items of income, gain, loss, deduction and credit of the Company shall be allocated among the members of the Company accordingly.

ARTICLE III.
GOVERNMENTAL APPROVALS

3.1 FCC Consent. It specifically is understood and agreed by the Company and Member that the Closing shall be in all respects subject to the receipt of prior FCC Consent. The Company and Member shall join with McMillen in preparing and filing with the FCC as soon as practicable but in no event later than five (5) business days after the date of this Agreement, the requisite applications and other necessary instruments or documents requesting the FCC Consent. After the aforesaid applications and documents have been filed with the FCC, the Company and Member shall prosecute such applications with all reasonable diligence to obtain the requisite FCC Consent. The Company shall pay all FCC filing fees and charges and shall reimburse Member for its reasonable costs and expenses (including attorney's fees) incurred by it in connection with the Redemption.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF MEMBER

4.1 Representations and Warranties of Member. Member hereby represents and warrants to the Company that:

(a) Member is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware.

(b) The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by Member and the consummation by Member of the transactions contemplated hereby and thereby, are within the limited liability company power of Member and have been duly authorized by all necessary action by Member.

(c) This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Member, the valid and binding obligations of Member, enforceable against it in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

(d) Subject to the Pledge Agreement, Member owns, of record and beneficially, good and valid title to the Units and the Units are free and clear of any and all liens,

restrictions, claims, equities, charges, options, rights of first refusal or encumbrances, with no defects of title whatsoever.

(e) Subject to the LLC Agreement, Member is not a party to or bound by any agreement affecting or relating to its right to transfer or vote the Units.

(f) Other than the FCC Consent, it is not necessary for Member to obtain any consent, approval, waiver or notification of any person or entity, in connection with the execution, delivery, performance or enforcement of this Agreement or the consummation of the transactions herein contemplated which has not been obtained.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

5.1 Representations and Warranties of the Company. The Company hereby represents and warrants to Member that:

(a) The Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware.

(b) The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by the Company and the consummation by the Company of the transactions contemplated hereby and thereby, are within the limited liability company power of the Company and have been duly authorized by all necessary action by Company.

(c) This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by the Company, the valid and binding obligations of the Company, enforceable against it in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

ARTICLE VI.
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE COMPANY

Each and every obligation of the Company to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

6.1 Compliance with Agreement. Member shall have performed and complied in all material respects with all of its respective obligations under this Agreement which are to be performed or complied with by it prior to or at the Closing.

6.2 Representations and Warranties. The representations and warranties made by Member in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date.

6.3 Instruments of Conveyance and Transfer. Member shall deliver to the Company at the Closing such documents as shall be effective to vest in the Company good and valid title to the Units as contemplated by this Agreement and such other documents set forth herein and as the Company shall reasonably request.

6.4 Consummation of Assignment. The Assignment and the transactions contemplated thereby shall have been consummated.

6.5 FCC Consent. The FCC Consent shall have been issued, and shall, at Closing, be a Final Order and in full force and effect and shall contain no provision that could have an adverse effect on the Company.

If any of the conditions set forth in this Article VI (other than the condition that the FCC Consent be issued and in full force and effect) have not been satisfied, the Company may nevertheless waive such condition and proceed with the consummation of the transactions.

ARTICLE VII.
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF MEMBER

Each and every obligation of Member to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

7.1 Compliance with Agreement. The Company shall have performed and complied in all material respects with all of its respective obligations under this Agreement which are to be performed or complied with by it prior to or at the Closing.

7.2 Representations and Warranties. The representations and warranties made by the Company in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date.

7.3 Redemption Amount. The Company shall have paid Member the Redemption Amount.

7.4 Consummation of Assignment. The Assignment and the transactions contemplated thereby shall have been consummated.

7.5 FCC Consent. The FCC Consent shall have been issued and be in full force and effect at Closing.

If any of the conditions set forth in this Article VII (other than the condition set forth in Section 7.5) have not been satisfied, Member may nevertheless waive such condition and proceed with the consummation of the transactions.

ARTICLE VIII.
TERMINATION

8.1 This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date, as follows:

(a) by mutual written agreement of the Company and Member;

(b) by the Company, if any of the conditions set forth in Article VI of this Agreement shall not have been fulfilled by the Closing Date or as otherwise provided herein;

(c) by Member, if any of the conditions set forth in Article VII of this Agreement shall not have been fulfilled by the Closing Date or as otherwise provided herein;

(d) by the Company, if Member is in material breach or default of its representations, warranties, covenants or obligations under this Agreement or any other written statement, list, certificate or other instrument furnished to the Company by or on behalf of Member pursuant to this Agreement, and such breach or default on the part of Member shall not have been cured or waived within fifteen (15) calendar days after written notice thereof from the Company to Member; or

(e) by Member, if the Company is in material breach or default of its representations, warranties, covenants or obligations under this Agreement or any other written statement, list, certificate or other instrument furnished to Member by or on behalf of the Company pursuant to this Agreement, and such breach or default on the part of the Company shall not have been cured or waived within fifteen (15) calendar days after written notice thereof from Member to the Company.

ARTICLE IX.
MISCELLANEOUS

9.1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without giving effect to any conflict of law provision, and any action brought hereunder shall be brought in the courts of the State of Delaware.

9.2 Amendment. The terms of this Agreement may be modified only by a written agreement signed by the parties hereto.

9.3 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms and conditions of the parties' agreement relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, that may exist between the parties with respect thereto.

9.4 Assignment; Binding Effect. Member may not assign this Agreement without the prior consent of the Company. This Agreement shall inure to the benefit of and be binding upon each of the successors and permitted assigns of the parties hereto.

9.5 Severability. If any provision or portion of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be equitably construed as if it did not contain the invalid, illegal, or unenforceable provision.

9.6 Waiver. No waiver of any breach of this Agreement shall be effective unless in writing, and no waiver shall constitute a waiver of any subsequent breach.

9.7 Counterparts. This Agreement may be executed in multiple counterparts and by facsimile or electronic transmission, each of which shall be an original but all of which together shall constitute one and the same instrument.

9.8 Further Assurances. From time to time after the Closing Date, upon the reasonable request of the Company, Member shall execute and deliver, or cause to be executed and delivered, such further instruments of conveyance, assignment and transfer and take such further action as the Company may reasonably request in order more effectively to sell, assign, convey, transfer, reduce to possession and record title to the Units. Member agrees to cooperate with the Company in all reasonable respects to assure to the Company the continued title to and possession of the Units in the manner contemplated by this Agreement.

9.9 Notices and Communications. All notices and other communications required or permitted hereunder must be made in writing and shall be deemed effectively given (a) upon delivery, when delivered personally against receipt therefore, (b) upon delivery when sent by certified mail, postage prepaid and return receipt requested, (c) upon transmission, when transmitted by telecopier, facsimile, telex or other electronic transmission method, provided that receipt is confirmed and notice is sent by certified mail, postage prepaid and return receipt requested, or (d) upon delivery, when sent by Federal Express or other nationally recognized overnight delivery service. Any such notice shall be sent to the party to whom notice is intended to be given at its address as shown below:

If to Company: NVT License Holdings, LLC
2101 Cedar Springs Road, Suite 700
Dallas, TX 75201
Attention: Legal
Fax: (214) 758-1207

If to Member: HBK NV LLC
c/o HBK Services LLC
2101 Cedar Springs Road, Suite 700
Dallas, TX 75201
Attention: Legal
Fax: (214) 758-1207

[Remainder of page left intentionally blank. Signatures follow on next page.]

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

COMPANY:

NVT License Holdings, LLC, a Delaware limited liability company

By: HBK NV LLC, its Class A Member

By: _____
Name: David C. Haley
Its: manager

MEMBER:

HBK NV LLC, a Delaware limited liability company

By: _____
Name: David C. Haley
Its: manager