

AGREEMENT FOR THE SALE OF COMMERCIAL TIME

This Agreement for the Sale of Commercial Time ("Agreement") is entered into as of June 1, 2003, by and between Davis Television Pittsburg, LLC, a Delaware limited liability company, whose sole member is Surtsey Productions, Inc., a Michigan corporation ("Surtsey"), the permittee of television station KFJX, Pittsburg, Kansas ("the Station") and Saga Quad States Commuircations, Inc., a Delaware corporation ("Quad States"). Surtsey and Quad States are referred to collectively as the "Parties."

WHEREAS, Surtsey owns and plans to construct and operate the Station pursuant to authorizations issued by the Federal Communications Commission ("FCC") and will, upon commencement of operation pursuant to program test authority, be engaged in the business of television broadcasting and will have available advertising time on the Station;

WHEREAS, Quad States desires to purchase advertising time on the Station.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Term of Agreement. The term of this Agreement shall commence on the date of execution of this Agreement. The initial term of this Agreement is ten (10) years. Unless otherwise terminated by either Party, the term of this Agreement shall be extended for an additional ten (10) year term.

Advertising time.

3. Payments. During the term of this Agreement, Quad States shall pay Surtsey the payments set forth on Schedule A hereto.

Revenues.

Surtsey' Broadcast Obligations.

Personnel.

Interruption of Normal Operations.

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Operation of the Station.

Advertising Rates.

10. Delivery of Material for Broadcast. All advertising material furnished by Quad States for broadcast on the Station shall be delivered to the Station on tape cartridges, or other mutually agreeable method, in a format to be agreed upon by Surtsey and Quad States, in a form ready for broadcast on the Station's existing playback equipment, and with quality suitable for television broadcast. Surtsey shall not be required to provide production services or to copy, reformat, or otherwise manipulate material furnished by Quad States other than inserting tape cartridges into machinery for broadcast.

Access to Station Premises. Quad States shall have access to any available space at the studio and offices of the Station for purposes of selling time and producing commercial announcements to the extent reasonably necessary or appropriate for Quad States to exercise its rights and perform its obligations under this Agreement. When on the Station premises, Quad States' personnel shall be subject to the direction and control of Surtsey's management personnel and shall not act contrary to the terms of any lease for the premises.

Billing. Quad

13. Representations, Warranties and Covenants.

(a) Surtsey represents, warrants and covenants as follows:

(i) Surtsey holds all licenses, permits and authorizations necessary for the operation of the Station as presently conducted. Such licenses, permits and authorizations currently are in full force and effect, and Surtsey will undertake in good faith to keep them in full force and effect throughout the term of this Agreement.

(ii) There is not now pending, nor to Surtsey's best knowledge is there threatened, any action by the FCC or any other party to revoke, cancel, suspend, and refuse to renew or otherwise modify any of such licenses, permits or authorizations.

(iii) Surtsey is not in material violation of any statute, ordinance, rule, regulation, policy, order, or decree of any federal, state, or local entity, court, or authority having jurisdiction over it, the Station, or over any part of their operations or assets, which default or violation would have a materially adverse effect upon Surtsey, its assets, the Station, or upon Surtsey's ability to perform this Agreement.

(iv) During the term of this Agreement, Surtsey shall not take any action or omit to take any action which would put it in material violation of or in default under any agreement to which Surtsey or its owners is a party, which default or violation would have a material adverse impact upon Surtsey, its assets, or the Station or upon Quad States' ability to perform this Agreement.

(v) All reports and applications required to be filed with the FCC or any other governmental body have been, and during the term of this Agreement will be filed in a timely and complete manner by Surtsey. Surtsey currently maintains and will continue to maintain the Station's facilities in accord with good engineering practice and in compliance in all material respects with the engineering requirements set forth in the Station's FCC licenses, including broadcasting at substantially maximum authorized power (except at such time that reduction of power is required for routine or emergency maintenance).

(vi) Surtsey currently has, and throughout the term of this Agreement, will maintain, good and marketable title to all assets and properties used in the operation of the Station.

(vii) Surtsey may, during the term of this Agreement, dispose of any of its assets or properties, so long as: (1) such action does not adversely affect Quad States's ability to perform its obligations hereunder; and (2) such action does not abrogate any of Quad States' rights hereunder.

(b) Quad States represents, warrants and covenants as follows:

(ii) Quad States will not, by any act or omission, directly or indirectly cause any inaccuracy in written or oral reports, data, financial materials, or information provided by it; and

(iii) Quad States will not, by any action or omission, directly or indirectly cause Surtsey to be in violation of (A) the rules and regulations of the FCC or the Communications Act of 1934, as amended, including any violation of applicable statutes or regulations regarding access to airtime and rates charged for political advertising, or (B) any terms of Surtsey' agreements with its lenders.

14. Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default under the Agreement:

Non-Payment.

(b) Default in covenants. The default by either party hereto in the material observance or performance of any material covenant, condition, or agreement contained herein, or if any material representation, warranty or covenant herein made by either party to the other shall prove to have been false or misleading as of the time made; provided, however, that no such event with respect to any representation, warranty or covenant of Quad States contained in Section 13(b) shall constitute an Event of Default by Quad States so long as Quad States complies with its obligations under Section 19.

Cure Period and Termination upon Default.

Other-Agreements.

Liabilities after Termination.

18. Services and Facilities Unique. The parties hereto agree that the services and facilities to be provided by each party to the other under the Agreement are unique, and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, either party would be irreparably damaged in the event of a material breach of the Agreement by the other party. Accordingly, either party may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other party to observe and to perform such other party's covenants, conditions, agreements, and obligations hereunder, and each party hereby agrees neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of the Agreement.

19. Indemnification; Insurance. Without limiting any other provisions concerning indemnification contained in this Agreement, the Parties agree as follows:

Agreement to Indemnify by Surtsey.

(i) the untruth, inaccuracy or breach of any obligation or agreement or any representation, warranty or covenant of Surtsey contained in or made pursuant to this Agreement, including in any Schedule or certificate delivered hereunder or in connection herewith;

(ii) the breach or nonfulfillment of any obligation or agreement of Surtsey contained in or made pursuant to this Agreement or in any other agreement, document or instrument delivered hereunder or pursuant hereto;

(iii) the assertion against a KOAM Indemnitee or Quad States' or the Station's Assets of any liability or obligation of Surtsey (whether absolute, accrued, contingent or otherwise and whether a contractual, tort or any other type of liability, obligation or claim) not expressly assumed by Quad States pursuant to this Agreement;

(iv) any act or omission by Surtsey, or the untruth or inaccuracy of written or oral reports, data, financial materials, or information provided by Surtsey;

(v) notwithstanding any of Surtsey' preemption rights set forth in Section 8 of this Agreement, any act or omission by Surtsey that subjects a KOAM Indemnitee to any complaint, investigation, suit, finding, consent decree or judgment or admission of liability

under any law or regulation, including, without limitation, those governing (1) antitrust, unfair competition or unfair trade practices, (2) labor relations, (3) employment discrimination, (4) infringement of trademark, trade names, copyright, program titles or proprietary rights resulting from or relating to advertising or other material furnished by Surtsey for broadcast on KFJX, (5) violation of rights of privacy, or (6) libel, slander, defamation, or other First Amendment rights; or

(vi) any action or omission by Surtsey that directly or indirectly causes a KOAM Indemnitee to be in violation of the rules and regulations of the FCC or the Communications Act of 1934, as amended, including any violation of applicable statutes or regulations regarding access to airtime and rates charged for political advertising.

Agreement to Indemnify by Quad States.

(i) the untruth, inaccuracy or breach of any obligation or agreement or any representation, warranty or covenant of Quad States contained in or made pursuant to this Agreement, including in any Schedule or certificate delivered hereunder or in connection herewith;

(ii) the breach or nonfulfillment of any obligation or agreement of Quad States contained in or made pursuant to this Agreement or in any other agreement, document or instrument delivered hereunder or pursuant hereto;

(iii) the assertion against a Surtsey Indemnitee or Surtsey's or the Station's Assets of any liability or obligation of Quad States (whether absolute, accrued, contingent or otherwise and whether a contractual, tort or any other type of liability, obligation or claim) not expressly assumed by Surtsey pursuant to this Agreement;

(iv) any act or omission by Quad States, or the untruth or inaccuracy of written or oral reports, data, financial materials, or information provided by Quad States;

(v) any act or omission by Quad States that subjects a Surtsey Indemnitee to any complaint, investigation, suit, finding, consent decree or judgment or admission of liability under any law or regulation, including, without limitation, those governing (1) antitrust, unfair competition or unfair trade practices, (2) labor relations, (3) employment discrimination, (4) infringement of trademark, trade names, copyright, program titles or

proprietary rights resulting from or relating to advertising or other material furnished by Quad States for broadcast on KFJX, (5) violation of rights of privacy, or (6) libel, slander, defamation, or other First Amendment rights; or

(vi) any action or omission by Quad States that directly or indirectly causes a Surtsey Indemnatee to be in violation of the rules and regulations of the FCC or the Communications Act of 1934, as amended, including any violation of applicable statutes or regulations regarding access to airtime and rates charged for political advertising.

Procedures Regarding Third Party Claims.

(c) Survival. The indemnification obligations contained in this Section and in other provisions of this Agreement shall survive any termination of this Agreement.

Insurance.

20. No Partnership or Joint Venture. The Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the parties. Except as otherwise specifically provided in the Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party.

21. Successors and Assigns. Neither Surtsey nor Quad States may assign their rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the party not seeking to assign, which consent shall not be unreasonably withheld. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

Authority; Construction; Entire Agreement.

23. Modification and Waiver. No modification or waiver of any provision of the Agreement shall be effective unless in writing and signed by the party against whom such modification or waiver is asserted, and no failure to exercise any right, power, or privilege hereunder shall operate to restrict the exercise of the same right, power, or privilege upon any other occasion nor to restrict the exercise of any other right, power, or privilege upon the same or any other occasion. The rights, powers, privileges, and remedies of the parties hereto are cumulative and are not exclusive of any rights, powers, privileges, or remedies which they may have at law, in equity, by statute, under this Agreement, or otherwise.

Unenforceability.

25. Notices. Any notice required hereunder shall be in writing and any payment, notice, or other communication shall be deemed given when delivered personally or, in the case of communications other than payments, delivered by facsimile as follows:

To Surtsey: Davis Television Pittsburg, LLC
 73 Kercheval Ave., Suite 100
 Grosse Pointe Farms, MI 48236
 Attention: Dana Raymant

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

Harry F. Cole, Esquire
Fletcher, Heald & Hildreth, P.L.C.
1300 N. 17th Street-11th Floor
Arlington, Virginia 22209

To Quad States: Saga Quad States Communications, Inc.
 73 Kercheval Ave., Suite 201
 Grosse Pointe Farms, MI 48236
 Attention: Samuel D. Bush

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

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

28. Schedules. Any schedules attached hereto are an integral part of this Agreement with the same force and effect as if set forth in full in the text of the Agreement.

29. Waiver of Jury Trial. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANYWAY FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

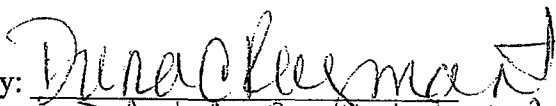
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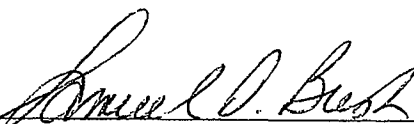
AGREEMENT FOR THE SALE OF COMMERCIAL TIME

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

DAVIS TELEVISION PITTSBURG, LLC

By: 
Name: DANA C. DAYMANT
Title: RESIDENT

SAGA QUAD STATES COMMUNICATIONS, INC.

By: 
Name: Samuel D. Bush
Title: Treasurer

SCHEDULE A