

THIRD AMENDMENT TO TIME BROKERAGE AGREEMENT

THIS THIRD AMENDMENT (this "Amendment") is made effective as of January 1, 2010 by and between RKM Media, Inc., a New York corporation ("Licensee"); and Sinclair Properties, LLC, a Virginia limited liability company ("Programmer").

WHEREAS, the parties desire to amend the Time Brokerage Agreement, dated as of December 21, 1995, by and between Licensee and Programmer (as successor to Max Media Acquisition Corporation), as amended by that certain First Amendment to Time Brokerage Agreement dated July 3, 1998, and by that certain Second Amendment to Time Brokerage Agreement, dated July 15, 2005 (as collectively amended, the "TBA"), in order to update certain terms and conditions reflecting certain additions and deletions to the TBA.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the TBA.
2. Section 3.1(a) of the TBA shall be amended to read as follows:

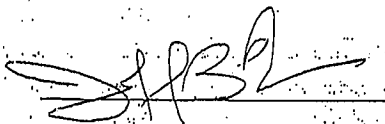
“(a) Programmer shall pay to Licensee a monthly fee in the amount set forth below per month (pro rated for any partial month) during the term of the Agreement; such payment to be due and payable on the 1st day of each month. The monthly fee shall be [REDACTED] in 2010, [REDACTED] in 2011, [REDACTED] in 2012, and for 2009 and earlier years shall be the amounts specified in the TBA at the time of such payment without regard to any subsequent amendments to the TBA.”
3. Section 4.1 of the TBA shall be amended by deleting the reference to “September 15, 2010” and replacing such deleted reference with a reference to “September 15, 2012.”
4. This Amendment shall be effective as of the date first above written and shall not effect or impair the remainder of the terms and provisions of the TBA which shall continue in full force and effect without modification thereto.


(Signatures on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has executed this Third Amendment or has caused this Third Amendment to be duly executed and delivered in its name on its behalf all as of the day and year first above written.

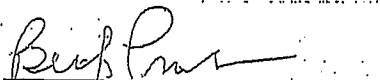
WITNESS/ATTEST:


RKM MEDIA, INC.



By:  (SEAL)
Name: Ronald W. Philips
Title: President

SINCLAIR PROPERTIES, LLC



By:  (SEAL)
Name: David R. Bochenek
Title: VP/CAO