

TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (the "Agreement") is made as of December 21, 1995, by and between RKM MEDIA, INC., a New York corporation ("Licensee") and MAX MEDIA ACQUISITION CORPORATION, a Virginia corporation ("Programmer").

RECITALS

A. Licensee has entered into an agreement to acquire television station WNYS-TV, Channel 43, Syracuse, New York (the "Station"), pursuant to the licenses, permits and authorizations (collectively, the "Licenses"), listed on Schedule A hereto, issued by the Federal Communications Commission (the "FCC") and the goodwill related thereto.

B. Programmer is in the business of producing and transmitting sports, informational, news, public service and entertainment programming and associated advertising.

C. Programmer desires to provide programming to be transmitted on the Station.

D. The parties intend that this Agreement, and the parties' performance hereunder, comply in all respects with the FCC's rules, regulations and policies, as well as with all other applicable federal, state and local laws.

E. Licensee desires to provide transmission time to Programmer on terms and conditions that conform with the rules, regulations and policies of the FCC and the policies of the Station as set forth herein.

F. Programmer desires to utilize the facilities of the Station to broadcast such programming of Programmer's selection that conforms with all applicable regulations of the FCC, and with the policies of the Licensee, as set forth herein.

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties agree as follows:

ARTICLE 1 PROGRAMMING AGREEMENT

1.1 Programmer Programming. Beginning on the Commencement Date (defined below), Programmer agrees to provide and Licensee agrees to transmit on the Station sports, news, informational and entertainment programming and associated advertising, promotional, and public service programming and announcement matter sufficient to program one hundred-fifty-eight (158) hours per week throughout the term hereof ("Programmer Programming"), subject to paragraph 1.3 herein. Programmer agrees to comply with all FCC regulations

and policies and other applicable laws in the provision of Programmer Programming and, in consultation with Licensee, this programming shall serve the ascertained needs and interests of the Station's community of license; provided, however, that such efforts by Programmer shall not displace the responsibility of Licensee to ensure that the overall programming of the Station responds to issues of concern to its community of license.

1.2 Licensee Programming. Licensee will retain sole responsibility for ascertainment of the needs of the community of license and service area. The parties agree that the Programmer Programming will include programming which responds to these ascertained needs and concerns. Licensee shall have the right and obligation to broadcast such additional programming, either produced or purchased by Licensee, as it determines appropriate to respond to the ascertained issues of community concern and to delete or preempt in its sole discretion any Programmer Programming for the purpose of transmitting such programming (hereinafter "Licensee Programming"). Licensee agrees to comply with all FCC regulations and policies and other applicable laws in the provision of the Station's programming.

1.3 Preemption. In addition to the above right of Licensee to delete or preempt Programmer Programming to broadcast Licensee Programming responsive to issues of concern to the community of license, Licensee maintains the independent right to preempt or delete any Programmer Programming which Licensee believes to be unsatisfactory or unsuitable or contrary to the public interest, or to substitute programming which, in Licensee's opinion, is of greater local or national importance. Licensee will use its best efforts to notify Programmer in advance of such preemptions.

ARTICLE 2 OPERATIONS

2.1 Compliance With FCC Regulations. Licensee will retain responsibility for and employ such personnel as is necessary to assure compliance with all FCC regulations, including all technical regulations governing the operation of the Station and all programming content requirements, including maintenance of a main studio and providing managerial and staff presence at that main studio, ascertainment of and programming in response to community needs and concerns and the needs and concerns of children, political programming laws and regulations, sponsorship identification rules, lottery and contest regulations, maintenance of the Station's public and political files, compiling appropriate quarterly programs/issues lists and all other FCC requirements and duties.

2.2 Programmer Feed. Programmer agrees at its sole expense to provide a broadcast-quality feed to the Station's transmitter or other broadcast control point. Programmer's technical personnel

shall be responsible for connection of this feed to the Station's broadcast system and for switching the signal to air at the appropriate time, under the direction and supervision of Licensee's general manager or the Station's general manager's delegatee.

2.3 Responsibility for Employees. Programmer shall employ and be responsible for the salaries, commissions, taxes, insurance and all other related costs of all personnel involved in the production and broadcast of its programming (including air personalities, salespeople, traffic personnel, board operators and programming staff); provided that, Licensee shall make available to Programmer the services of Licensee's employees if requested by Programmer so long as such sharing is not inconsistent with the law and Programmer fully reimburses Licensee for all its expenses. Licensee shall provide and be responsible for the Station personnel necessary for the broadcast transmission of Programmer's programs (including, without limitation, a Station Manager and a Chief Engineer) and, subject to the terms of Section 3.2 hereof, Licensee will be responsible for the salaries, taxes, insurance and related costs for all the Station personnel used in the transmission of Programmer's programs.

2.4 Maintenance of Station. Licensee shall maintain the Station, including repair and replacement of transmission equipment, in accordance with the rules and regulations of the FCC and good engineering practices. Any down-time occasioned by routine maintenance shall not exceed two (2) hours each Sunday morning between the hours of 12 Midnight and 6:00 a.m. Any routine maintenance work affecting the operation of the Station at full power shall be scheduled to the extent practicable with the approval of the Programmer, which shall not be unreasonably withheld, on at least forty-eight (48) hours' notice to the Programmer.

2.5 New Technology.

(a) The parties acknowledge that during the term of this Agreement, the FCC may award, create frequency allocations associated with the Station or permit broadcast using new technologies including, without limitation, advanced television ("ATV") channels, EDTV Systems or compressed digital multi-channel ATV or TVTSC video or audio signals, ancillary or primary digital voice or data telecommunications services interactive services and other future technologies (collectively, "New Technologies"). Licensee and Programmer agree, after the grant of any New Technologies to Licensee, that they will enter into good faith negotiations to permit Programmer to provide programming over any New Technologies on the terms similar to the terms of this Agreement, taking into the account the parties relative investments in the New Technologies and the New Facilities (described below). Licensee will have the right to construct the necessary facilities with respect to any New Technologies (the "New Facilities").

(b) If Licensee desires to construct and own the New Facilities, then Licensee shall provide Programmer written notice thereof within ninety (90) days after the grant by the FCC of any New Technologies. If Licensee otherwise fails to construct the transmission facility for any New Technologies, then Programmer shall have the right to construct and own New Facilities and, Programmer and Licensee will enter into appropriate agreements concerning the lease or other grant of the right to use such facilities owned by Programmer to Licensee and the provision by Programmer of programming to the New Technologies.

(c) Licensee grants to Programmer a right of first refusal to either lease or acquire any New Technologies and New Facilities hereafter acquired by Licensee. Such right of first refusal shall be for a period of not less than 90 days from the date on which the Licensee has received a bona fide offer from a third party concerning such New Technologies or New Facilities or both.

(d) Both parties agree and covenant to the other that any New Facilities shall conform to all FCC regulations and policies, including coverage criteria, and shall be designed and built in accordance with good engineering practices.

(e) Subject to its financial ability to do so, Licensee agrees to apply to the FCC for any New Technologies that the FCC makes available for the Station, or for any New Technologies for the market generally that would be available for the use of the Station, on a mutually agreeable date during the FCC filing window for such channel. Licensee also agrees fully to participate on the request of Programmer in any and all assignment negotiations or channel-pairing negotiations with other broadcasters, broadcasting organizations, and/or FCC representatives, at Programmer's cost.

2.6 Interruption of Normal Operations. If the Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, Licensee shall immediately notify Programmer and shall undertake such repairs as are necessary to restore full-time operation of the Station with its maximum authorized facilities within seven (7) days from the occurrence of any such loss or damage.

ARTICLE 3 FEES AND OTHER CONSIDERATION

3.1 Fee Rate.

(a) Programmer shall pay to Licensee a fee of \$94,000 per year, which Programmer shall pay in monthly installments. Amounts due to Licensee under this subparagraph shall be due and

7/1/92 payable on the first day of the month, pro rated for any partial month. Additionally, Programmer shall pay Licensee a one time fee of \$ [REDACTED] on the third anniversary of the Agreement and a one time fee of \$ [REDACTED] on the earlier of the fifth anniversary of the Agreement; the termination of this Agreement by Programmer or by Licensee pursuant to Sections 4.3 and 4.4. Programmer will prepay to Licensee the monthly fees for the last six months of the Initial Term, not later than February 29, 1996, or upon termination of this Agreement, for any reason, by the Licensee for justifiable cause because of its financial inability to continue operations.

(b) Programmer shall pay to Licensee the bonus equal to 1% of Programmer positive cash flow with respect to the Station. This amount shall be computed as of each December 31 during the term of this Agreement and shall be paid by Programmer to Licensee with respect to such year after the completion of the financial statements of Programmer's operation of the Station for the year ending each December 31, but in any event, Programmer shall make the bonus payment not later than May 1 immediately following such year end. Positive cash flow shall mean, for any period, (i) the sum of gross operating revenues for such period derived from the sale of advertisements during such period which are aired on the Station and any compensation from any network with which the Station is affiliated (excluding non-cash barter and trade revenue) less (ii) the sum for such period of (A) agency commissions for such period, (B) operating expenses (excluding non-cash operating expenses) for such period and (C) scheduled film payments (excluding non-cash film expenses) for such period.

3.2 Reimbursement of Expenses. Programmer shall reimburse Licensee on an ongoing basis over the term of this Agreement for all payment obligations noted on Schedule B hereto and otherwise reasonably incurred in furtherance of its obligation as a Licensee; provided, however, that Programmer shall have no obligation under this Agreement to reimburse Licensee for any expense noted on Schedule B attached hereto past the date on which the parties reasonably and in good faith agree that such expense is no longer required for the operation of the Station under this Agreement. Reimbursement for regularly recurring expenses shall be paid monthly without presentation of an invoice by Licensee; provided, however, Licensee will provide invoices, cancelled checks or other reasonable verification of such expense on request from Programmer. Reimbursement for other expenses shall be made monthly within 30 days after the presentation of a paid invoice to Programmer, or under such other system of payment upon which the parties agree. The parties agree to review and modify the expenses set forth on Schedule B quarterly.

3.3 Adjustments. Licensee may preempt up to five hours per week of Programmer Programming for the broadcast of Licensee Programming responsive to issues of concern to its community of license without any adjustment to the fee set out in paragraph 3.1. If at any time during the term of the Agreement, the Station shall

delete or preempt more than five hours of Programmer Programming in any given week for Licensee Programming; as its sole remedy, Programmer shall receive payment or a payment credit for the programming provided by it and not broadcast by the Station in an amount equal to \$_____ per hour for Programmer Programming provided but not broadcast on the Station. To facilitate the exercise of the preemption rights granted herein and by paragraphs 1.2 and 1.3 hereof, and to avoid undue disruption to the scheduling of Programmer Programming and Licensee Programming, the parties shall, to the extent reasonably required, communicate and coordinate their program schedules and rights to access to the Station's time hereunder to serve its respective rights and obligations to serve the needs of the Station's service area and the reasonable commercial expectations of the parties.

3.4 Licensee Revenues. Licensee revenues obtained from the sale of advertising or program time by Licensee and contained within or related to public affairs programs specifically designed to serve the needs of the Syracuse, New York market shall be retained by Licensee. Any revenues obtained or earned by Licensee for advertisements in programs or for airing of programs primarily designed as entertainment or commercial programs shall be paid over to Programmer even if such programs contain material addressing ascertainment issues.

3.5 Programmer Revenues. Revenues obtained from the sale of advertising or program time by Programmer (whether for cash or goods or services) and contained within, related to any Programmer Programming or adjacent to (but not within) Licensee Programming shall be solely for the benefit of Programmer.

ARTICLE 4 TERM

4.1 Initial Term. Subject to the provisions for early termination contained herein, the initial term (the "Initial Term") of this Agreement shall commence on the date Licensee obtains the Licenses and shall terminate ten (10) years thereafter (the "First Termination Date").

4.2 Additional Renewal Terms. Beginning eighteen (18) months before the First Termination Date, Programmer and Licensee shall enter into good faith negotiations for the continuance of this Agreement for one or more additional terms and shall use their best efforts to reach an agreement to extend the term of this Agreement beyond the Initial Term for such additional term or terms as the parties may so negotiate. If, the parties do not reach any agreement to extend the terms of this Agreement beyond the end of the Initial Term, then this Agreement shall terminate on the First Termination Date; provided, however, Licensee grants to Programmer a right of first refusal with respect to the Station and, if Licensee desires to enter into a time brokerage agreement, local

marketing agreement or other similar agreement with any third party (whether or not related to the Licensee), then Programmer shall have the first right to enter into an agreement on the same terms and conditions as the Licensee desires to enter into with such third party. If Licensee desires to enter into such an agreement with a third party, it will provide Programmer not less than 90 days written notice of its desire to do so.

4.3 Cancellation. Licensee may terminate this Agreement on the failure of Programmer to comply in a substantial and material manner in the provision of programming to the Station in compliance with the rules, regulations or policies of the FCC, or the provisions of Schedule C hereto, which such failure constitutes, in the opinion of FCC counsel for the Licensee, a substantive threat of license revocation or non-renewal, or on the loss, failure to renew, or revocation of the license issued by the FCC for operation of the Station. On termination under the provisions of this paragraph, Licensee shall be relieved of all obligations to Programmer under this Agreement; provided, however, there shall be a final accounting and payment of monies due but unpaid under this Agreement.

4.4 Termination for Refusal to Transmit Programs. In the event that Licensee fails to perform under this Agreement (except as provided in paragraphs 1.2, 1.3, 3.3 and 7.1) for either 48 consecutive hours or two hours in each day in any period of 30 consecutive days, Programmer shall have the right, exercisable at any time within 60 days after the end of such period, to terminate this Agreement as of any date not less than 60 days after the date Programmer notifies Licensee of its election to terminate this Agreement.

4.5 Termination for Default and Non-Performance. Other than as is provided in paragraphs 4.3 and 4.4, if any party otherwise is in breach of this Agreement for the non-performance of a material obligation, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of 30 days following the receipt of written notice from the non-defaulting party, which notice shall indicate the nature of the default and the reasonable actions needed to cure such default. If any party is found to have failed to perform a material obligation under this Agreement, reasonable attorneys' fees and expenses incurred or paid by the non-defaulting party in connection with or as a result of the exercise or enforcement of its rights may be awarded. Any dispute with respect to the existence of a default, the reasonable actions needed to cure such defaults or as to damages to which a non-defaulting party may be entitled as a result of the breach of this Agreement under these provisions shall be determined in accordance with binding arbitration under the rules of the American Arbitration Association then in effect. Any arbitration undertaken in accordance with provisions of this paragraph shall be conducted in Washington, D.C. and parties agree to submit themselves to the jurisdiction of the courts of the State of New York or the Federal

District Court for the State of New York to enforce any award arising out of such arbitration proceedings.

4.6 Bankruptcy. If either party shall file or have filed against it any petition for bankruptcy relief or reorganization or any other action under the United States Bankruptcy Code, as now or hereafter amended, or any other state or federal insolvency law (which petition or action has not dismissed within 60 days of commencement), the other party shall have the right, exercisable at any time within 60 days after the filing of any such petition or action, to terminate this Agreement as of any date within 120 days of the date such party notifies the other party of its election to terminate this Agreement. If such termination shall occur pursuant to this paragraph, such termination shall extinguish and cancel this Agreement without further liability of either party to the other, provided, however, that there shall be a final accounting and payment of monies due but unpaid under this Agreement.

4.7 Termination Upon Order of Governmental Authority. The parties intend that this Agreement does and shall always comply with all applicable federal, state and local regulations. In the event that a federal, state or local governmental authority designates a hearing with respect to the continuation or renewal of any licenses, permits or authorizations held by Licensee for the operation of the Station or orders the termination of this Agreement and/or the curtailment in any manner material to the relationship between the parties hereto of the provision of Programmer Programming hereunder, Programmer, at its option, may seek administrative or judicial appeal of or relief from such order(s) (in which event Licensee shall cooperate with Programmer provided that Programmer shall be responsible for legal and all other fees incurred in such proceedings) or Programmer may notify Licensee that it will terminate this Agreement in accordance with such order(s). If the FCC designates any renewal application of the Station for a hearing or commences a hearing to consider revocation of any authorization for the Station as a consequence of this Agreement or for any other reason, Licensee shall be responsible for its expenses incurred as a consequence of the FCC proceedings; provided, however, that Programmer shall cooperate and comply with any reasonable request of Licensee to assemble and provide to the FCC information relating to Programmer's performance under this Agreement. In the event of termination upon such governmental order(s), Programmer shall pay to Licensee any fees due but unpaid as of the date of termination unless prohibited by such order(s) and Licensee shall reasonably cooperate with Programmer to the extent permitted to enable Programmer to fulfill advertising or other programming contracts then outstanding, in which event Programmer shall receive as compensation for the carriage of such advertising or programming that which otherwise would have been paid to Licensee thereunder.

4.8 Assignability. This Agreement shall inure to the benefit of and be binding upon Licensee, Programmer and their respective

successors and assigns. Subject to the provisions of Article 7, Licensee shall have the right to assign or transfer its rights, benefits, duties or obligations under this Agreement, provided that the assignee assumes in writing all of Licensee's obligations hereunder. Programmer shall have the right to assign this Agreement to any affiliate of Programmer or unaffiliated entity or party with the consent of Licensee, which consent shall not be unreasonably withheld, provided that the assignee assumes all of Programmer's obligations hereunder. If Programmer desires to assign this Agreement to any entity or person not an affiliate of Programmer, Programmer shall, at least forty-five (45) days before the effective date of such assignment, provide a written notice (the "Assignment Notice") to Licensee of Programmer's desire to make such an assignment. The Assignment Notice shall fully identify the proposed assignee. During the 45-day period, Licensee shall be given the opportunity to discuss with such proposed assignee and Programmer all aspects concerning such assignment and the proposed assignee's programming and other plans for operation. If, based on such review, Licensee reasonably concludes that such proposed assignee will not provide Programmer Programming similar to the Programmer Programming provided by Programmer and such other proposed Programmer Programming is inappropriate for the Station, then Licensee will not be deemed unreasonable to withhold its consent to the proposed assignment.

ARTICLE 5 REGULATORY MATTERS

5.1 Renegotiation Upon FCC Action. If at any time during the term of this Agreement the FCC determines that this Agreement is inconsistent with Licensee's licensee obligations or is otherwise contrary to FCC policies, rules and regulations, or statutes, the parties shall renegotiate this Agreement in good faith and recast this Agreement in terms that are likely to cure the defects perceived by the FCC and return a balance of benefits to both parties comparable to the balance of benefits provided by the Studio Lease, the Tower Lease and the Equipment Lease entered into between Programmer and Licensee of even date herewith and by this Agreement. If, after such good faith negotiations, either party determines that recasting this Agreement to meet the defects perceived by the FCC is impossible, either party may terminate this Agreement without further liability upon 180 days' prior written notice, provided that FCC consent for a wind-down period of such length is obtained. If termination shall occur pursuant to this paragraph, such termination shall extinguish and cancel this Agreement without further liability on the part of either party to the other; provided, however, that there shall be a final accounting and payment of monies due but unpaid under this Agreement.

5.2 FCC Approvals.

(a) The parties agree that this Agreement must be kept at the Station's facilities and made available to the FCC for inspection upon request under Section 73.3613(d) of the FCC's Rules.

(b) If a change in FCC policy or rules makes it necessary to obtain FCC consent for the implementation, continuation or further effectuation of any element of this Agreement, the parties shall use their best efforts diligently to prepare, file and prosecute before the FCC all petitions, waivers, construction applications, amendments, rule making comments and other related documents necessary to secure and/or retain FCC approval of all aspects of this Agreement. Programmer and Licensee shall bear in equal measure the reasonable cost of preparation of any such documents, provided that each party has approved such expenditures. FCC filings under this paragraph must be reviewed and approved by both parties before submission of such filings.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES, COVENANTS

6.1 Representations and Warranties of Licensee. Licensee represents and warrants to Programmer as follows:

(a) Compliance with Law. Licensee has complied with and is now complying with all laws, rules and regulations governing the business, ownership and operations of the Station that are material in any way to this Agreement. Except as otherwise stated herein, no consent, approval or authorization by or filing with any governmental authorities on the part of Licensee is required in connection with the transactions contemplated herein. All attendant contracts and undertakings, as well as the carrying out of this Agreement, will not result in any violation of or be in conflict with Licensee's Articles of Incorporation or its Bylaws or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority applicable to Licensee.

(b) Authority. All requisite resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Licensee have been duly adopted.

(c) Authorizations. Licensee owns and holds all licenses and other permits and authorizations necessary for the operation of the Station as presently conducted (including Licenses, permits and authorizations issued by the FCC), unimpaired by any acts or omissions of Licensee, its principals, employees or agents. There is not now pending or, to Licensee's best knowledge, threatened, any action by the FCC or other party to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses,

permits or authorizations and, to Licensee's best knowledge, no event has occurred which allows or, after notice of lapse of time or both, would allow, the revocation or termination of such Licenses, permits or authorizations or the imposition of any restrictions thereon of such a nature that may limit the operation of the Station as presently conducted. Licensee has no reason to believe that any such license, permit or authorization will not be renewed during the term of the Agreement in its ordinary course. Licensee is not in any material violation of any statute, ordinance, rule, regulation, policy, order or decree of any federal, state, local or foreign governmental entity, court or authority having jurisdiction over it or over any part of its operations or assets, which default or violation would have an adverse effect on Licensee or its assets or on its ability to perform this Agreement.

(d) Filings. All reports and applications required to be filed with the FCC (including ownership reports and renewal applications) or any other governmental entity, department or body in respect of the Station have been filed in a timely manner and are true and complete and accurately present the information contained and required thereby. All such reports and documents, to the extent required to be kept in the public inspection files of the Station, are and will be kept in such files.

6.2 Programmer's Representations and Warranties. Programmer represents and warrants to Licensee as follows:

(a) Organization. Programmer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full power and authority to own its property and to carry out all of the transactions contemplated by this Agreement.

(b) Compliance with Law. Except as otherwise stated herein, no consent, approval or authorization by or filing with any governmental authorities on the part of Programmer is required in connection with the transactions contemplated herein. All attendant contracts and undertakings, as well as the carrying out of this Agreement, will not result in any violation of or be in conflict with Programmer's Articles of Incorporation or Bylaws or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority applicable to Programmer.

(c) Authority. All requisite resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Programmer have been duly adopted and complied with.

6.3 Licensee's Affirmative Covenants. Licensee covenants and agrees that:

(a) It will comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) and pertinent provisions of all contracts, permits and pertinent agreements to which it is a party or is otherwise bound that relate to this Agreement.

(b) The Station's facilities will be maintained at the expense of Licensee and comply in all material respects with the FCC's authorizations and will be operated, in all material respects, in accordance with good engineering standards necessary to deliver a high quality technical signal to the area served by the Station and with all applicable laws and regulations (including the requirements of the Act and the rules, regulations, policies and procedures of the FCC promulgated thereunder).

(c) Licensee will not dispose of, transfer, assign or pledge any of its assets related to the Station if such action would affect adversely Licensee's performance hereunder or the business and operations of Programmer permitted hereby, except with the prior written consent of Programmer.

(d) It will maintain in full force and effect throughout the term of this Agreement insurance with responsible and reputable insurance companies or associations covering such risks (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims against personal injury or death or property damage and such other insurance as may be required by law) and in such amounts and on such terms as is conventionally carried by broadcasters operating television stations with facilities comparable to those of the Station; provided, however, that all casualty insurance shall be for replacement costs of items so insured. Any insurance proceeds received by Licensee in respect of damaged property will be used to repair or replace such property so that the operation of the Station conforms with this Agreement.

(e) It will make all records and other financial information available to Programmer concerning Licensee Programming on its reasonable request.

6.4 Programmer's Affirmative Covenant. Programmer covenants and agrees that it will comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) and pertinent provisions of all contracts, permits and pertinent agreements to which it is a party or is otherwise bound that relate to this Agreement. Programmer further agrees that it will use its best efforts to comply with the program regulations and restrictions required by Licensee, which are attached hereto as Schedule C. The

parties agree that the regulations and restrictions attached hereto as Schedule C may be modified by mutual written agreement at any time during the pendency of this Agreement.

6.5 Compliance with Copyright Act and Program Licensing Agreements. Programmer represents and warrants to Licensee that all Programmer Programming provided to Licensee for broadcast on the Station will comply with the Copyright Act or the rights of any person under the Copyright Act. Programmer shall assume and pay all copyright liability that may occur as a result of the broadcast of Programmer Programming on the Station. Programmer further represents and warrants that it has or will enter binding agreements with all program sources which authorize the broadcast of the Programmer Programming on the Station. Programmer shall assume and pay all liability to program suppliers for broadcast of the Programmer Programming on the Station. Programmer will provide Licensee not less than 24 hours notice of any substantial change in scheduled programming; provided, however, the breach of this sentence shall not give Licensee any right to damages or to terminate this Agreement or for any other relief.

ARTICLE 7 RIGHT OF FIRST REFUSAL

7.1 Right of First Refusal. If, during the term of this Agreement, Licensee desires to sell, transfer, convey any of the FCC licenses or any of the other assets held by Licensee used in connection with the operations of the Station, Licensee shall provide to Programmer a right of first refusal. Before any sale or transfer by Licensee, Licensee shall provide to Programmer a notice (the "First Refusal Notice"). The First Refusal Notice shall identify the asset or assets proposed to be transferred by the Licensee, the identity of the party to whom the assets are to be transferred, the terms of such transfer and copies of all written agreements which Licensee has entered into, subject to the terms of this first refusal right or, which Licensee has indicated it will enter into, if Programmer does not exercise its rights thereunder. Programmer will have a period of sixty (60) days after the receipt of the First Refusal Notice to exercise its rights and purchase the assets according to the terms and conditions which Licensee has negotiated with the third party for such transfer. Programmer may, at any time, including after receipt of the First Refusal Notice, transfer its rights of first refusal to any third party on the consent of the Licensee, which consent shall not be unreasonably withheld. If, at the end of the 60-day period, Programmer (or its assignee) has not exercised its right of first refusal, then Licensee may complete the proposed transaction on the terms and conditions set forth in the First Refusal Notice.

ARTICLE 8
MISCELLANEOUS

8.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if such party is prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the control of such party or for which such party is not responsible. All provisions of this Agreement which have requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such contingency which shall interfere with such performance.

8.2 Trademarks and Copyright. Licensee hereby grants Programmer a limited license to use for the exclusive promotion, operation and benefit of the Station during the term of this Agreement, the trademarks, service marks, patents, trade names, jingles, slogans, logotypes and other intangible rights owned and used or held for use by Licensee in conjunction with the Station.

8.3 Notice. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier, or sent by facsimile transmission or on the third day after mailing if mailed by express mail or its equivalent, postage prepaid, return-receipt requested if available, as follows:

(a) If to Licensee, to:

RKM Media, Inc.
137 Spyglass Lane
Fayetteville, New York 13066
Attention: Ronald W. Philips

with a copy to:

Fletcher, Heald & Hildreth, P.L.C.
11th Floor
1300 North 17th Street
Rosslyn, Virginia 22209-3801
Attention: James P. Riley, Esquire

and to

Scolaro, Shulman, Cohen, Lawler & Burstein, P.C.
90 Presidential Plaza
Corner of Townsend and Harrison Streets
Syracuse, New York 13202
Attention: Richard S. Scolaro, Esquire

(b) If to Programmer, to:

Max Media Acquisition Corporation
900 Laskin Road
Virginia Beach, Virginia 23451
Attention: John A. Trinder, President

with a copy to:

Clark & Stant, P.C.
900 One Columbus Center
Virginia Beach, Virginia 23462
Attention: Stephen W. Burke, Esquire

or to such other address as any party shall have designated by notice in writing to the other parties. Copies to counsel unaccompanied by notices to principals shall not constitute notice.

8.4 Duty to Consult. Each party agrees that it will use its best efforts not to take any action that will unreasonably interfere, threaten or frustrate the other party's purposes or business activities, and that it will keep the other party informed of, and coordinate with the other party regarding, any of its activities that may have a material effect on such party.

8.5 Confidentiality. Except as may be required by law or any governmental agency, no announcement to the press or to any third party (specifically including, without limitation, the personnel of the Station) of the transactions contemplated herein shall be made prior to the commencement of this Agreement by either party without the consent of the other party.

8.6 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties agree to use their best efforts

to negotiate a replacement article that is neither invalid, illegal nor unenforceable.

8.7 Amendment of Agreement. This Agreement supersedes all prior agreements and understandings of the parties, oral and written, with respect to its subject matter. This Agreement may be modified only by an agreement in writing executed by all of the parties hereto.

8.8 Survival. All representations, warranties, covenants and agreements made herein by the parties hereto or in any certificate to be delivered hereunder or made in writing in connection with the transactions contemplated herein shall survive the execution and delivery of this Agreement.

8.9 Payment of Expenses. Except as otherwise provided herein and in Schedule B hereto, Licensee and Programmer shall pay their own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of their respective counsel.

8.10 Further Assurances. From time to time after the date of execution hereof, the parties shall take such further action and execute such further documents, assurances and certificates as either party reasonably may request of the other to effectuate the purposes of this Agreement.

8.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each of the parties hereto shall have delivered to it this Agreement duly executed by the other party hereto.

8.12 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

8.13 Dealings with Third Parties. No party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the name of the other party, making any contractually binding representations contractually binding such party.

8.14 Indemnification.

(a) In the event of claims, demands, causes of action, loss, investigations, proceedings, damages, penalties, fines, expenses and judgments, including reasonable attorneys' fees and

costs, arising directly or indirectly out of the negligence or willful misconduct of the other party, its agents or employees in connection with the performance of this Agreement (including, without limitation, claims for defamation arising from acts outside of Programmer Programming or Licensee Programming) or arising out of or resulting from any inaccuracy, misrepresentation, or breach of any representation, warranty, or covenant contained herein, each party shall forever, to the fullest extent permitted by law, protect, save, defend and keep the other party harmless and indemnify the other party. The indemnified party agrees not to settle any such claims without the consent of the indemnifying party, which consent shall not be unreasonably withheld.

(b) Programmer agrees to indemnify Licensee and hold Licensee, its officers, directors, stockholders and employees harmless against any FCC-issued fines or forfeitures arising from or relating to any Programmer Programming broadcast on the Station. Licensee agrees to contest any such fines or forfeitures, at Programmer's expense, in proceedings at the FCC or in any court to the extent desired by Programmer. Programmer further agrees to indemnify Licensee against any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges brought by parties unrelated to and unaffiliated with Licensee to the extent that such challenges rely solely upon Programmer Programming. Programmer further agrees to vigorously support Licensee, including the filing of FCC pleadings in support of Licensee, in the event that any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges are brought by parties unrelated to and unaffiliated with Programmer or Licensee to the extent that such challenges concern the existence or operation of this Agreement.

(c) Programmer shall forever, to the fullest extent permitted by law, protect, save, defend and keep Licensee and its officers, directors, employees and agents and each of them harmless and indemnify them from and against any and all loss, damage, liability or expense, including reasonable attorneys's fees, resulting from any claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity or any other claim against Licensee arising solely out of Programmer's Programming on the Station, provided that Licensee gives Programmer prompt notice of any claim and shall cooperate in good faith with Programmer in attempts to resolve and settle any such claims. Licensee agrees not to settle any such claims without the consent of Programmer, which consent shall not be unreasonably withheld. The foregoing shall not apply to any Licensee Programming.

8.15 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of New York, without giving effect to the principles of conflict of laws.

8.16 Loyalty. Neither party, nor its officers, directors, partners, joint venturers, subsidiaries, parent corporations, affiliates, successors or assigns, each in the personal and corporate capacities, will directly or indirectly initiate, prosecute, or in any way knowingly aid in the initiation or prosecution of any challenge to the other party's FCC license(s), at any time during the term of this Agreement or any extension thereof, and for a period ending six months after the date for the filing of the first license renewal application by either party after this Agreement is terminated or otherwise ends.

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

MAX MEDIA ACQUISITION CORPORATION

By: _____
its _____

RKM MEDIA, INC.

By: _____
its _____

Schedule A
to
Time Brokerage Agreement

FCC Authorizations

Schedule B
To
Time Brokerage Agreement

Monthly Expenses

Engineer	\$2,500
Telephone	500
Travel	350
Community Ascertainment Expenses	50
Transmitter Repairs and Maintenance	1,000
Utilities	
Tower average	8,920
Tower Lease, Studio Lease and Equipment Lease	<u>1</u>
Liability Insurance	3,000
Licensee Programming Expenses	750
Accounting Work	1,500
FCC Legal	250
Corporate Legal	250
Music License Fees	1,000
FCC Regulatory Fees	665
Miscellaneous (postage, Federal Express, etc.)	350

Within 30 days after the close of each calendar quarter (or 30 days after the termination of this Agreement) Licensee and Programmer will review the expenditures actually made by Licensee in fulfillment of its obligations under this Agreement. If Licensee's expenses reasonably incurred to carry out its obligation under this Agreement exceed the amount paid to Licensee by Programmer, Programmer shall, within 15 days of notice from Licensee, reimburse

¹ All other expenses or obligations which are the obligation of Licensee shall be considered reimbursable expenses under this Agreement as if set forth on this Schedule B.

Licensee for such amounts and Programmer shall increase or decrease amounts payable monthly as of the first day of the next calendar quarter to take into account the changed circumstances. Licensee shall not be entitled to pass through any increase in compensation paid to any employees of Licensee (unless mandated by law) without the prior written consent of Programmer.

Schedule C
to
Time Brokerage Agreement

Program Regulations and Restrictions

Programmer will take care to observe and exercise reasonable diligence to comply with the following regulations and restrictions in the preparation, writing and provision for broadcast of the Programmer Programming on the Station:

- I. Ethnic and Racial Issues. All programming broadcast by Programmer under this Agreement shall avoid airing programming which may unreasonably exacerbate racial and/or ethnic tensions or otherwise give reasonably foreseeable, unnecessary and/or undue offense to any segment of the viewing audience.
- II. No Denominational Attacks. Programmer Programming will not be used as a medium for attack on any faith, denomination or sect or upon any individual or organization.
- III. No Plugola or Payola. The mention of any business activity or "plug" for any commercial, professional or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited. No commercial messages ("plugs") or undue references shall be made in programming presented over the Station to any business venture, profit-making activity or other interest (other than noncommercial announcements for bona fide charities, church activities or other public service activities) in which Programmer is directly or indirectly interested without the same having been approved in advance by the Station's General Manager and such broadcast being announced, logged and sponsored.
- IV. No Lotteries. Announcements giving any information about lotteries or games prohibited by law are prohibited.
- V. Election Procedures. Programmer will clear with the Station's General Manager the schedule of rates that Programmer will charge for the time to be sold to candidates for public office or their supporters to make certain that such rate conforms with applicable law and the Station's policies. In its sole discretion, the Station may require that Programmer grant access for the purchase of time to candidates for political office or their supporters. In the event that any candidates for political office or their supporters are entitled to purchase time in Programmer Programming, Programmer will

provide such access as reasonably required in accordance with applicable law.

- VI. Required Announcements. Programmer will include (i) an announcement in a form satisfactory to Licensee at the beginning of each hour of programming to identify the Station's call letters and (ii) any other announcements required by applicable law.
- VII. No Illegal Announcements. No announcement or promotions prohibited by law of any lottery or game will be made over the Station. Any game, contest or promotion relating to, or to be presented over, the Station must be fully stated and explained to Licensee on request by it, which reserves the right, in its discretion to reject the game, contest or promotion.
- VIII. License Discretion Paramount. In accordance with a licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with the Station's policy or which, in Licensee's judgment, would not serve the public interest, subject to paragraphs 3.3 and 4.4 of the Agreement.
- IX. Programming Prohibitions. Programmer will not include in Programmer Programming any of the following programs or announcements:
- A. False Claims. False or unwarranted claims for any product or service.
 - B. Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy of any other unfair competition.
 - C. Obscenity and Indecency. Any programs or announcements that (1) have a dominant theme that, taken as a whole, appeals to the prurient interest in sex, portray sexual conduct in a patently offensive way, and lack literary, artistic, political or scientific value or (2) describe, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs at times of the day when children are likely to be in the audience.
 - D. Unauthenticated Testimonials. Any testimonials which cannot be authenticated.

- X. Waiver. Licensee may waive any of the foregoing regulations and restrictions in specific instance if, in its opinion, good broadcasting in the public interest is served. In any case where questions of policy or interpretation of matters contained in this Schedule arise, Programmer shall submit the same to Licensee for decision before making any commitments in connection therewith.

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tbarkm-c.swb

Schedule B
To
Time Brokerage Agreement

Monthly Expenses

✓ Engineer	Mike Maville 45+ David Brown 25,000 - benefit 2,000 monthly	\$2,500
✓ Telephone	both phone	500
✓ Travel		350
✓ Community Ascertainment Expenses		50
✓ Transmitter Repairs and Maintenance		1,000
✓ Utilities		
	Tower average	8,920
	3,000 - 5,000	
✓ Tower Lease, Studio Lease and Equipment Lease		<u>6000</u> ¹
✓ Liability Insurance (Marshall Fleming and Underwriters)		3,000
✓ Licensee Programming Expenses		750
✓ Accounting Work		1,500
✓ FCC Legal		250
✓ Corporate Legal		250
✓ Music License Fees	Assoc SAC SeaSac 59.7 (300)	1,000
	100 - 90 -	
✓ FCC Regulatory Fees		665
✓ Miscellaneous (postage, Federal Express, etc.)		<u>350</u>

27,085
x 12
325,020

Within 30 days after the close of each calendar quarter (or 30 days after the termination of this Agreement) Licensee and Programmer will review the expenditures actually made by Licensee in fulfillment of its obligations under this Agreement. If Licensee's expenses reasonably incurred to carry out its obligation under this Agreement exceed the amount paid to Licensee by Programmer, Programmer shall, within 15 days of notice from Licensee, reimburse

¹ All other expenses or obligations which are the obligation of Licensee shall be considered reimbursable expenses under this Agreement as if set forth on this Schedule B.

ARTICLE 3
FEEES AND OTHER CONSIDERATION

3.1 Fee Rate.

(a) Programmer shall pay to Licensee a fee of \$94,000 per year, which Programmer shall pay in monthly installments. Amounts due to Licensee under this subparagraph shall be due and payable on the first day of the month, pro rated for any partial month. Additionally, Programmer shall pay Licensee a one time fee of \$ [REDACTED] on the third anniversary of the Agreement and a one time fee of \$ [REDACTED] on the earlier of the fifth anniversary of the Agreement; and the termination of this Agreement by Programmer or by Licensee pursuant to Sections 4.3 and 4.4. Programmer will prepay to Licensee the monthly fees for the last six months of the Initial Term, not later than February 29, 1996, or upon termination of this Agreement, for any reason, other than by the Licensee for justifiable cause or because of its financial inability to continue operations.

(b) Programmer shall pay to Licensee the bonus equal to 1% of Programmer positive cash flow with respect to the Station. This amount shall be computed as of each December 31 during the term of this Agreement and shall be paid by Programmer to Licensee with respect to such year after the completion of the financial statements of Programmer's operation of the Station for the year ending each December 31, but in any event, Programmer shall make the bonus payment not later than May 1 immediately following such year end. Positive cash flow shall mean, for any period, (i) the sum of gross operating revenues for such period derived from the sale of advertisements during such period which are aired on the Station and any compensation from any network with which the Station is affiliated (excluding non-cash barter and trade revenue) less (ii) the sum for such period of (A) agency commissions for such period, (B) operating expenses (excluding non-cash operating expenses) for such period and (C) scheduled film payments (excluding non-cash film expenses) for such period.

3.2 Reimbursement of Expenses. Programmer shall reimburse Licensee on an ongoing basis over the term of this Agreement for all payment obligations noted on Schedule B hereto and otherwise reasonably incurred in furtherance of its obligation as a Licensee; provided, however, that Programmer shall have no obligation under this Agreement to reimburse Licensee for any expense noted on Schedule B attached hereto past the date on which the parties reasonably and in good faith agree that such expense is no longer required for the operation of the Station under this Agreement. Reimbursement for regularly recurring expenses shall be paid monthly without presentation of an invoice by Licensee; provided, however, Licensee will provide invoices, cancelled checks or other reasonable verification of such expense on request from Programmer. Reimbursement for other expenses shall be made monthly within 30 days after the presentation of a paid invoice to Programmer, or

under such other system of payment upon which the parties agree. The parties agree to review and modify the expenses set forth on Schedule B quarterly.

3.3 Adjustments. Licensee may preempt up to five hours per week of Programmer Programming for the broadcast of Licensee Programming responsive to issues of concern to its community of license without any adjustment to the fee set out in paragraph 3.1. If at any time during the term of the Agreement, the Station shall delete or preempt more than five hours of Programmer Programming in any given week for Licensee Programming; as its sole remedy, Programmer shall receive payment or a payment credit for the programming provided by it and not broadcast by the Station in an amount equal to \$_____ per hour for Programmer Programming provided but not broadcast on the Station. To facilitate the exercise of the preemption rights granted herein and by paragraphs 1.2 and 1.3 hereof, and to avoid undue disruption to the scheduling of Programmer Programming and Licensee Programming, the parties shall, to the extent reasonably required, communicate and coordinate their program schedules and rights to access to the Station's time hereunder to serve its respective rights and obligations to serve the needs of the Station's service area and the reasonable commercial expectations of the parties.

3.4 Licensee Revenues. Licensee revenues obtained from the sale of advertising or program time by Licensee and contained within or related to public affairs programs specifically designed to serve the needs of the Syracuse, New York market shall be retained by Licensee. Any revenues obtained or earned by Licensee for advertisements in programs or for airing of programs primarily designed as entertainment or commercial programs shall be paid over to Programmer even if such programs contain material addressing ascertainment issues.

3.5 Programmer Revenues. Revenues obtained from the sale of advertising or program time by Programmer (whether for cash or goods or services) and contained within, related to any Programmer Programming or adjacent to (but not within) Licensee Programming shall be solely for the benefit of Programmer.

ARTICLE 4

TERM

4.1 Initial Term. Subject to the provisions for early termination contained herein, the initial term (the Initial Term") of this Agreement shall commence on the date Licensee obtains the Licenses and shall terminate ten (10) years thereafter (the "First Termination Date).

4.2 Additional Renewal Terms. Beginning eighteen (18) months before the First Termination Date, Programmer and Licensee shall enter into good faith negotiations for the continuance of this