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FIRST AMENDMENT
TO
TIME BROKERAGE AGREEMENT

This First Amendment to Time Brokerage Agreement ("First Amendment") is made as of July 3, 1998, by and among RKM MEDIA, INC., a New York corporation ("Licensee"), and MAX MEDIA PROPERTIES LLC, a Virginia limited liability company, as successor in interest to Max Media Acquisition Corporation ("Programmer").

RECITALS:

A. Licensee and Programmer entered into a Time Brokerage Agreement dated as of December 21, 1995 (the "Original Agreement"). Capitalized terms used in this First Amendment and not otherwise defined shall have the meanings ascribed to them in the Original Agreement.

B. In connection with the acquisition of the Station, Licensee entered into a Loan Agreement dated July 1, 1996 (the "Loan Agreement") with Courtney P. Daniels, James P. Daniels, Wiley H. Wheat, Bonnie S. Eisenman and The Great Canadian Capital Corporation (collectively, the "Lenders") pursuant to which the Lenders loaned the Licensee ~~the Loan~~ (the "Loan").

C. Programmer materially assisted Licensee in obtaining the Loan and locating the Lenders.

D. The Fee Rate under Section 3.1(a) of the Original Agreement took into account, among other things, Licensee's obligations to pay interest on the Loan and to repay the Loan.

E. Section 3.1(a) of the Original Agreement requires, among other things, that the Programmer pay to Licensee a one-time fee of \$~~100,000~~ (the "One-Time Fee") on the occurrence of certain events, which the parties agree have not occurred.

F. Programmer has entered into a series of agreements (the "Sale Agreements") with Sinclair Communications, Inc. ("Sinclair"), pursuant to which Sinclair will acquire, directly and indirectly, all membership interests of Programmer.

G. Programmer has advised Licensee that it is a condition to the closing under the Sale Agreements that all obligations of Programmer for the One-Time Fee be paid and that the fee under Section 3.1(a) be appropriately adjusted.

NOW, THEREFORE in consideration of the covenants and agreements contained herein intending to be legally bound, Licensee and Programmer hereby agree as follows:

1. Cancellation of the Debt. In exchange for the amendment set forth in Section 2 of this First Amendment, Programmer will pay, satisfy and discharge in full all obligations of Licensee under the Loan Agreement and obtain a release of all collateral granted by Licensee under the Loan Agreement; provided, however, Programmer will be liable for interest (and shall pay such amount) on the Loan for the period ending May 31, 1998.

2. Amendments to Original Agreement. Effective as of June 1, 1998, once Programmer's obligations under Section 1 of this First Amendment are satisfied, the Original Agreement is amended as follows:

a. Section 3.1(a) of the Original Agreement is amended in its entirety to read as follows:

3.1 Fee Rate.

- (a) Programmer shall pay to Licensee a fee of \$[REDACTED] 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. Programmer has prepaid to Licensee the monthly fees for the last six months of the Initial Term.

3. Representations and Warranties. Except as amended hereby, the terms, provisions, conditions and agreements of the Original Agreement are ratified and confirmed and shall remain in fully force and effect. Each and every representation and warranty of Licensee and Programmer in the Original Agreement is hereby confirmed and ratified in all material respects and such representations and warranties shall be deemed to have been made and undertaken as of the date of this Amendment, as well as at the time they were original made and undertaken.

4. Release and Hold Harmless. Programmer will hold Licensee harmless from any claim or liability arising from or relating to the Loan Agreement and the payment thereof by Programmer.

5. GOVERNING LAW. THIS AMENDMENT AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE AND ENFORCEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE

WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS.

6. Execution: Counterparts and Facsimile. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Delivery of an executed counterpart of a signature page to this Amendment by facsimile shall be as effective as delivery of a manually executed counterpart of this Amendment.

7. Reference to the Original Agreement. On and after the date of this Amendment, each reference in the Original Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Original Agreement in any Schedule or Exhibit or in any other document executed and delivered pursuant to the Original Agreement shall be deemed a reference to the Original Agreement as amended hereby.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Time Brokerage Agreement to be duly executed by their duly authorized signatories, all as of the day and year first above written.

RKM MEDIA, INC.

By: 

Its: President

MAX MEDIA PROPERTIES LLC

By: 

Its: Chief Executive Officer

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