

SECOND AMENDMENT TO TIME BROKERAGE AGREEMENT

THIS SECOND AMENDMENT (this "Amendment") is made as of July 15, 2005 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 (as 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 2.5 is hereby deleted in its entirety; and in lieu thereof the following shall be inserted:

"2.5 Programmer shall timely construct and/or install, subject to the approval of Licensee, at Programmer's own expense (and Programmer shall own any such equipment purchased by Programmer), the facilities authorized by the Station's digital television construction permit (the "CP") described in FCC File No. BPCDT-19981027ADD (the "Digital Station"), and shall use reasonable efforts to comply in all material respects with any construction deadlines specified in said permit (including pursuant to special temporary authority which may be obtained to permit broadcast at low power and pursuant to any extension of the CP). The parties agree to reasonably cooperate in the construction of the Digital Station in accordance with law and the rules and regulations of the FCC (including the request for any necessary special temporary authority authorizations and/or the extension of the CP, which shall be at Programmer's expense), and in permitting Programmer to program (including as a result of any multicast capabilities) the entire broadcast spectrum of the Digital Station on terms similar to the right of Programmer to provide programming for the Station's analog transmission (with such changes as are necessary to reflect Programmer's right to use the multicast capabilities of the Digital Station). Programmer shall provide Licensee with updates on the status of the construction of the digital facilities upon the request of Licensee."

3. Section 3.1(a) is hereby deleted in its entirety; and in lieu thereof, the following shall be inserted:

"3.1. Fee Rate.

(a) Programmer shall pay to Licensee a monthly fee of _____ per month (prorated for any partial month) during the term of the Agreement; such payments to be due and payable on the 1st day of each month."

4. The first sentence of Section 3.1(b) is deleted in its entirety; and in lieu thereof, the following shall be inserted:

"Beginning with calendar year 2005, Programmer shall pay to Licensee an amount equal to _____ of the excess during each calendar year of (i) Programmer's positive broadcast cash flow with respect to the Station (as reasonably determined by Programmer, including after the allocation of corporate overhead expenses to the Station) during such calendar year over (ii) _____."

5. Section 3.2 and Schedule B referred to therein (and the reference to Schedule B contained in Section 8.9) are hereby deleted in their entirety; and in lieu thereof, the following shall be inserted:

"3.2. Reimbursement of Expenses. Programmer shall reimburse Licensee on an on-going basis over the term of this Agreement for all of Licensee's reasonable expenses (including the costs of two employees and any costs incurred in seeking the STA and the extension of the CP in accordance with Section 2.5 hereof) incurred by Licensee in operating the Station and complying with the terms and conditions of this Agreement. Reimbursement shall be paid by Programmer to Licensee each month. Upon request by Programmer, Licensee shall provide Programmer with information reasonably requested by Programmer to verify the expenses of Licensee to be reimbursed hereunder."

6. Section 4.1 of the original TBA shall be amended by deleting the words "ten (10) years thereafter" and inserting in lieu thereof the following: "at 12:00 midnight on September 15, 2010".

7. Section 4.2 and Article 7 are hereby deleted in their entirety.

8. Section 4.3 of the TBA is hereby amended by inserting the following at the end of the first sentence thereof: "provided, no such termination right shall exist unless such failure by Programmer giving rise to such termination right shall not have been cured within thirty (30) days following Programmer's receipt of written notice thereof (identifying such failure with sufficient specificity) from Licensee."

9. Section 4.7 of the original TBA is hereby amended by inserting the following sentence at the end thereof: "Notwithstanding anything herein to the

contrary, prior to any termination pursuant to this Section 4.7, the parties shall negotiate in good faith in order to agree on an amendment to this Agreement that will provide the parties with a valid, binding and enforceable agreement that conforms to all applicable laws, rules and regulations and which preserves as closely as possible the substance and economics of this Agreement as in effect immediately prior to such amendment. In the event an amendment hereto is not entered into, the parties shall use good faith efforts to negotiate such agreements as to provide Seller with access to such equipment and facilities necessary to enable it to operate the Station for an agreed upon period of time.

10. The Notice provisions set forth in Section 8.3 are hereby deleted in their entirety; and in lieu thereof the following shall be inserted:

"(a) If to Licensee to:
RKM Media, Inc.
137 Spyglass Lane
Fayetteville, New York 13066
Attn: Ronald W. Philips

with a copy to:
Williams Mullen
1666 K Street NW, Suite 1200
Washington, DC 20006
Attn: Julian L. Shepard, Esq.

and to:
Scolaro, Shulman, Cohen, Fetter & Burstein, P.C.
507 Plum Street, Suite 300
Syracuse, NY 13204
Attn: Richard S. Scolaro, Esq. and Jeffrey B. Scheer, Esq.

(b) If to Programmer to:
Sinclair Properties, LLC
10706 Beaver Dam Road
Cockeysville, MD 21030
Attention: President

with a copy to:
Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, MD 21030
Attention: General Counsel

10. 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.

IN WITNESS WHEREOF, each of the parties hereto has executed this Second Amendment or has caused this Second 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.

38

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

SINCLAIR PROPERTIES, LLC

By: _____ (SEAL)
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has executed this Second Amendment or has caused this Second 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

Willy H. Evans

By: [Signature] (SEAL)
Name: David B. Amy
Title: Manager