

TIME BROKERAGE AGREEMENT

by and between

PEAK MEDIA OF PENNSYLVANIA LICENSEE LLC

and

CUNNINGHAM BROADCASTING CORPORATION

for

WWCP-TV, JOHNSTOWN, PA

January 8, 2016

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TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (this "Agreement"), is dated as of this 8th day of January, 2016, by and between Peak Media of Pennsylvania Licensee LLC, a Delaware limited liability company ("Licensee") and Cunningham Broadcasting Corporation ("Programmer"), a Maryland corporation.

WHEREAS, Licensee holds licenses and other authorizations (the "FCC Licenses") issued by the Federal Communications Commission (the "FCC"), for the operation of commercial television broadcast station WWCP-TV, Johnstown, Pennsylvania (FCC Facility ID No. 20295) (the "Station"); and

WHEREAS, Licensee's parent entity, Peak Media of Pennsylvania LLC ("Peak Media"), and Programmer's affiliate are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") of even date herewith, pursuant to which Programmer's affiliate will acquire certain assets used or useful in the operation of the Station; and

WHEREAS, Licensee and Programmer are parties to that certain Option Agreement (the "Option Agreement") of even date herewith, pursuant to which Licensee has granted to Programmer an option (the "Option") to acquire the FCC Licenses and certain related assets used or useful in the operation of the Station during the Exercise Period (as such term is defined in the Option Agreement); and

WHEREAS, Licensee and Programmer desire to enter into this Agreement to enable Programmer to provide programming for broadcast on the Station on the terms and conditions herein set forth; and

WHEREAS, it is the parties' intention that this Agreement comply with the Communications Act of 1934, as amended (the "Act"), and the FCC's rules and published policies (collectively, the "FCC Rules").

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Sale of Station Air Time.

1.1. Term. The term of this Agreement (the "Term") shall commence at 12:01 a.m. on the date (the "Commencement Date") which is one day after the Closing Date under the Purchase Agreement, and shall terminate on the earliest of (a) 12:01 a.m. on the date of the consummation of the assignment of the FCC Licenses to Programmer, or its assignee or successor, pursuant to the exercise of the Option, (b) 11:59 p.m. on the Termination Effective Date, as defined in Section 5 hereof, and (c) the eighth anniversary of the Commencement Date; provided, that, if the term of the Option Agreement is renewed in accordance with its terms for another eight (8) years, then, in that event, the term of this Agreement shall be renewed automatically for another eight years.

1.2. Scope. Beginning on the Commencement Date, Licensee shall make the Station's facilities available to Programmer for the broadcast of its programming (the "Programming") on

the Station 168 hours per week; provided, that notwithstanding the foregoing, Licensee shall be entitled (a) to broadcast programming two (2) hours per week responsive to the needs and interests of the Station's service area between 6 a.m. and 8 a.m. each Sunday during the Term (or at such other times mutually agreed to by Licensee and Programmer) and (b) to preempt or otherwise provide substitute programming for the Programming in accordance with Section 2.1 hereof.

1.3. Consideration to Programmer. Programmer shall be entitled to retain any and all revenue generated from the operations of the Station during the Term, including without limitation (a) from the sale of advertising time in conjunction with Programming broadcast on the Station, (b) paid as compensation for the grant of rights to multichannel video programming distributors or others, to retransmit the Station's signal and (c) from any digital operations of the Station.

1.4. Licensee's Responsibilities. Licensee will have ultimate control over the operation of the Station during the Term of this Agreement in accordance with all FCC rules. Except as otherwise expressly provided in this Agreement, Programmer shall not, directly or indirectly, control, supervise, direct or attempt to control, supervise, or direct, the operations of the Station and Licensee shall (a) have sole responsibility for the Station's compliance with all applicable provisions of the Act, FCC Rules (including rules governing the transmitter output power of the Station), and all other applicable laws and government regulations, (b) have sole responsibility for the timely payment of any expenses required to be paid by Licensee in connection with the operation of the Station (except those for which a good faith dispute has been raised), (d) employ (i) a general manager who will direct the day-to-day operations of the Station, (ii) at least one other employee, as required by FCC Rules, and (iii) such other personnel as Licensee may choose to employ, and (e) subject to Section 1.5(b) below, be responsible for the payment of all salaries, taxes, insurance and other related costs and expenses for all Station personnel employed by Licensee. Whenever on the Station's premises, all personnel, including Programmer's employees and agents, shall be subject to the overall supervision of the Licensee's general manager.

1.5. Programmer Responsibilities.

(a) Programmer shall be solely responsible for any and all expenses incurred in the origination and delivery of the Programming provided by Programmer under this Agreement. Programmer shall employ and be solely responsible for the salaries, commissions, taxes, insurance and all other related costs and expenses for all personnel involved in the production and broadcast of its Programming (including but not limited to on-air personalities, engineering personnel, sales personnel, and other programmers and production staff members).

(b) Programmer shall reimburse Licensee for all expenses incurred by Licensee in the operation of the Station in accordance with Attachment II annexed hereto. Such reimbursement shall be made once a month within thirty (30) days after Programmer's receipt of invoices and other documentation reflecting the expenses incurred by Licensee in the prior month; provided, that Licensee and Programmer may at any time establish a schedule of payments to be made by Programmer to Licensee on another date each month to cover routine expenses which are incurred each month by Licensee. To the extent there is any *bona fide*

dispute as to whether an expense should be reimbursed by Programmer under this subsection, the parties shall engage in good faith discussions to resolve such dispute. If such dispute cannot be resolved within thirty (30) days after Programmer's receipt of an invoice for reimbursement, the parties shall refer the matter to a mutually agreeable accountant or other third party (in any case, the "CPA") who shall be directed to resolve the dispute within thirty (30) days thereafter and whose decision shall be final and binding and enforceable in a court of competent jurisdiction. The fees and expenses of the CPA shall be shared equally by Licensee and Programmer. A dispute over any particular item or items shall not relieve Programmer of its responsibility under this subsection to make a timely payment to Licensee of those items which are not in dispute.

(c) In addition to any other payments required to be made by Programmer hereunder, Programmer shall pay to Licensee a fee (the "Fee") as set forth on Attachment I annexed hereto.

Section 2. Station Programming Policies.

2.1. Licensee's Authority. Notwithstanding any other provision of this Agreement, Licensee shall retain ultimate responsibility to broadcast programming to meet the needs and interests of viewers in the Station's service area. Licensee therefore retains the right to broadcast specific programming on issues of importance to the service area and to interrupt Programmer's Programming in case of an emergency or for programming which, in the good faith judgment of Licensee, is of greater local, regional or national public importance. Licensee shall (a) coordinate with Programmer the Station's hourly station identification and any other announcements required to be aired by FCC Rules, (b) continue to maintain a main studio, as that term is defined by FCC Rules, in compliance with FCC Rules, (c) maintain the Station's local public inspection file (whether at the main studio or online) in accordance with FCC Rules, (d) prepare and include in such inspection file in a timely manner all material required by FCC Rules, including without limitation each Station's quarterly issues and program lists and Children's Television Program Reports, and (e) maintain the Station's logs, receive and respond to telephone inquiries, and control and oversee any remote control point which may be established for the Station. Upon request, Programmer shall provide Licensee with such information concerning Programmer's Programming and advertising as is necessary to assist Licensee in the preparation of documents or materials to be filed with the FCC or included in the Station's public inspection file.

2.2. Compliance with the Act and FCC Rules. Programmer shall comply in all material respects with the Act and FCC Rules in the broadcast of its Programming and sale of advertising on the Station, including the requirement that all agreements for the sale of time on the Station include language that neither Programmer nor Licensee discriminates on the basis of race or ethnicity. Programmer shall furnish or cause to be furnished the artistic personnel and material for its Programming as provided by this Agreement. All advertising spots and promotional material or announcements shall comply in all material respects with applicable law. If Licensee determines, in the exercise of Licensee's sole discretion, that any material supplied by Programmer for broadcast on the Station is for any reason unsatisfactory, unsuitable or contrary to the public interest, Licensee may, upon prior written notice to Programmer (to the extent time permits such notice), suspend or cancel the broadcast of such material without incurring liability to Programmer; provided, that Licensee shall not exercise such discretion for

its commercial advantage. Licensee will use reasonable efforts to provide such written notice to Programmer prior to the suspension or cancellation of such material. Programmer shall use reasonable efforts to notify Licensees twenty-four (24) hours in advance of material changes in the Programming to be broadcast on the Stations.

2.3. Programmer Compliance with Copyright Act. Programmer represents and warrants to Licensees that Programmer has unrestricted authority to broadcast its Programming on the Station and that Programmer shall not broadcast any material in violation of the Copyright Act, 17 U.S.C. §101 *et seq.* The right to use Programming supplied by Programmer and to authorize its use in any manner shall be and remain vested in Programmer.

2.4. Sales Expenses. Programmer shall be responsible for payment of all expenses attributable to Programmer's sale of advertising time on the Station, including, but not limited to, commissions due to any national sales representative engaged by it for the purpose of selling national advertising which is included within the Programming.

2.5. Payola. Neither Programmer nor its employees shall accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively, "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants, advertisers and other third parties, unless the payer is identified as required by the Act and FCC Rules in the program for which Consideration was provided as having paid for or furnished such Consideration. On each anniversary date of this Agreement, or more frequently at the reasonable request of Licensee, Programmer shall provide Licensee with a Payola Affidavit executed by Programmer and separate Payola Affidavits executed by each of its employees involved with the Station, with each Payola Affidavit to be substantially in the form attached hereto as Attachment III.

Section 3. Indemnification.

3.1. Programmer's Indemnification. Programmer shall indemnify and hold Licensee harmless from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description (collectively, "Damages") resulting from (a) Programmer's breach of any representation, warranty, covenant or agreement in this Agreement, (b) Programmer's gross negligence or willful misconduct or the gross negligence or willful misconduct of its employees or agents, and (c) violations of the Copyright Act, the Act or FCC Rules, forfeitures imposed by the FCC, slander, defamation or other third-party claims relating to the Programming (including advertising included therein) provided by Programmer.

3.2. Licensee's Indemnification. Licensee shall indemnify and hold Programmer harmless from and against any and all Damages resulting from (a) Licensee's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) Licensee's gross negligence or willful misconduct or the gross negligence or willful misconduct of its employees or agents, and (c) violations of the Copyright Act, the Act or FCC Rules, forfeitures imposed by the FCC, slander, defamation or other third-party claims relating to programming provided by Licensee that is broadcast on the Station.

3.3. Limitation. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this section unless such claim for indemnification is asserted in writing and delivered to the other party within the timeframe set forth in Section 3.5.

3.4. Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the "Claimant") shall promptly give written notice to the party from which indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Claimant, such notice shall be given by Claimant no later than ten (10) business days after written notice of such action, suit, or proceeding was given to Claimant; provided, that the failure to timely give notice shall extinguish the Claimant's right to indemnification only to the extent that such failure adversely affects the Indemnifying Party's rights.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant shall make available to the Indemnifying Party or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree in writing at or prior to the expiration of the 30-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim or such amount as agreed to by the parties. If the Claimant and the Indemnifying Party do not reach agreement within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek any remedy available at law or equity.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right, at its own expense, to assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not timely assume control of the defense of such claim, the Claimant may assume such defense at the Indemnifying Party's cost, and, in that, event, the Indemnifying Party shall be bound by the results obtained by the Claimant with respect to such claim; provided, that the Claimant shall not settle any third party claim without first giving the Indemnifying Party ten (10) business days' prior notice of the terms of such settlement so that the Indemnifying Party may assume or resume, as the case may be, the defense of the claim. In no event shall the Indemnifying Party settle any claim without the Claimant's written consent; provided, that Claimant shall be obligated to provide such consent if the settlement reimburses the Claimant for any and all Damages and includes a release of Claimant for any and all liability with respect to the claim.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every reasonable effort to reach a decision with respect thereto as expeditiously as possible.

(e) The indemnification rights provided herein shall extend to the partners, members, shareholders, directors, officers, employees, representatives, affiliates, and successors and permitted assigns of any Claimant; provided, that any indemnification claims by such parties shall be made by and through the Claimant.

3.5. Survival Period. The representations and warranties of the parties under this Agreement shall survive for a period of one (1) year after termination of this Agreement in accordance with its terms. Any claim for indemnification under this section must be made on or before expiration of that one-year period.

Section 4. Access to Information and Time.

4.1. Confidential Review. Licensee shall be entitled to review at its discretion from time to time on a confidential basis any of Programmer's Programming prior to or after its broadcast on the Station. Programmer shall promptly provide Licensee with copies of all correspondence and complaints received from the public (including any telephone logs of complaints called in) and copies of all program logs and promotional materials. Nothing in this section shall entitle Licensee to review the internal company or financial records of Programmer.

4.2. Political Advertising. In accordance with Section 1.4 hereof, Licensee shall be solely responsible for compliance with all provisions of the Act and FCC Rules regarding political broadcasts on the Station. Programmer shall assist Licensee in complying with those provisions. During the Term, Programmer shall supply to Licensee such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to assist Licensee in fulfilling its responsibilities under this section, including the lowest unit rate, equal opportunities, reasonable access, political file and related requirements of applicable law. Licensee, in consultation with Programmer, shall develop a statement which discloses the Station's political broadcasting rates and policies to political candidates, and Programmer shall follow those rates and policies in the sale of political programming and advertising. In the event that Programmer fails to satisfy the political broadcasting requirements under the Act and FCC Rules, then, to the extent reasonably necessary to assure compliance with such requirements, Programmer shall either provide rebates to political advertisers or release broadcast time or advertising availabilities to Licensee at no cost to Licensee for use by the affected political candidates.

4.3 Children's Programming. In accordance with Section 1.4 hereof, Licensee shall be solely responsible for compliance with all provisions of the Act, the Children's Television Act of 1990, and FCC Rules regarding children's programming on the Station. Programmer, while conducting its activities with regard to the Station pursuant to this Agreement, will comply with the Act, the Children's Television Act of 1990, and the FCC Rules regarding children's programming, including without limitation by causing the Programming to include an amount of "Core Programming" (as defined in the FCC Rules) sufficient to comply with the "safe harbor" provisions of the FCC Rules regarding children's programming, and to comply with the

children's programming limitations on advertising content and amount contained in the Children's Television Act of 1990 and the FCC Rules. Programmer shall cooperate with Licensee to assure the Station's compliance with all children's programming obligations under the FCC Rules, shall prepare for Licensee's review and approval all reports and certifications required with respect to the Station's children's programming obligations, and shall maintain records with respect to commercial matter in the children's programming contained in the Programming. All materials relating to the children's programming contained in the Programming shall be made available to Licensee upon Licensee's request.

Section 5. Termination.

5.1. Bases for Termination. In addition to any termination pursuant to Section 1.1(a), this Agreement may be terminated either by Licensee or Programmer by written notice to the other, if the party seeking to terminate is not then in material breach hereof, in the event of the occurrence of any of the following (each a "Termination Event"):

- (a) by Licensee or Programmer in accordance with Section 7.10;
- (b) by Licensee, if Programmer (i) is in breach of any of its obligations under this Agreement other than those relating to the payment of amounts due hereunder and such breach is reasonably likely to result in a material adverse effect on Licensee or to result in the FCC's rescission, revocation, cancellation, termination or failure to renew the FCC Licenses, and Programmer and has failed to cure such breach within thirty (30) days of notice from Licensee, or (ii) if Programmer is in breach of any obligation to pay amounts due and payable hereunder and has failed to cure such breach within (A) thirty (30) days of written notice from Licensee, in the case of any payment obligation other than the payment obligations described in Attachment I o (B) five (5) days, in the case of any payment obligation described in Attachment I;
- (c) by Programmer, if Licensee is in material breach of any of its obligations under this Agreement and has failed to cure such breach within thirty (30) days of notice from Programmer;
- (d) the mutual written consent of the parties;
- (e) the termination of the Option Agreement in accordance with its terms;
- (f) a material change in the Act or FCC Rules that would cause this Agreement to be in violation thereof, and (i) such change has become a "Final Order" (meaning an order that is no longer subject to administrative or judicial reconsideration or review, and the time periods for requesting or initiating such reconsideration or review under the Act and FCC Rules have expired without any such reconsideration or review having been requested or initiated) and (ii) this Agreement cannot be reformed, in a manner reasonably acceptable to Programmer and Licensee, to remove the violation within thirty (30) days after such change becomes effective.

5.2. Effective Date of Termination. The termination of this Agreement pursuant to Section 5.1 shall become effective sixty (60) days following the occurrence of the Termination Event (the "Termination Effective Date"). During the period between the Termination Event and

the Termination Effective Date (the "Transition Period"), Programmer and Licensee shall cooperate in good faith to ensure that the Station's operations continue substantially in accordance with the terms of this Agreement and in a manner that will minimize the resulting disruption of the Station's ongoing operations.

5.3. Collection of Programmer Accounts Receivable. If this Agreement is terminated for any reason other than consummation of the assignment of the FCC Licenses to Programmer, or its assignee or successor, pursuant to the exercise of the Option, Licensee shall promptly remit to Programmer any of Programmer's accounts receivables from the prior broadcast of Programming on the Stations, or which otherwise arose or relate to the period prior to the Termination Effective Date, which are paid to Licensee.

Section 6. Representations and Warranties.

6.1. By Licensee. Licensee represents and warrants to Programmer that (a) it has all requisite limited liability company power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Licensee hereunder, (b) the execution, delivery, and performance by Licensee of this Agreement and the documents contemplated hereby have been duly authorized by all necessary company actions on the part of Licensee, (c) this Agreement has been duly executed and delivered by Licensee and constitutes the legal, valid, and binding obligation of Licensee, enforceable against Licensee in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, and (d) the execution, delivery, and performance by Licensee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party, (ii) will not conflict with any provision of the organizational documents of Licensee; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any material agreement, instrument, license, or permit to which Licensee is a party or by which Licensee is bound.

6.2. By Programmer. Programmer represents and warrants to Licensee that (a) it has all requisite corporate power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Programmer hereunder, (b) the execution, delivery, and performance by Programmer of this Agreement and the documents contemplated hereby have been duly authorized by all necessary actions on the part of Programmer, (c) this Agreement has been duly executed and delivered by Programmer and constitutes the legal, valid, and binding obligation of Programmer, enforceable against Programmer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, and (d) the execution, delivery, and performance by Programmer of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party, (ii) will not conflict with any provision of the organizational documents of Programmer; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any

material agreement, instrument, license, or permit to which Programmer is a party or by which it is bound.

Section 7. Miscellaneous.

7.1. Assignment. Except as provided for herein, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Licensee without the prior written consent of Programmer, in the sole discretion of Programmer. Subject to obtaining the consent of Programmer, Licensee may assign its rights and obligations under this Agreement to any successor in interest to Licensee as holder of the FCC Licenses and shall require, as a condition of such assignment or transfer, that its successor undertake to assume each and every obligation of Licensee hereunder pursuant to a written agreement reasonably satisfactory to Programmer. Upon not less than ten (10) days' prior written notice to Licensee, Programmer may assign its rights and obligations under this Agreement without the consent of Licensee to any assignee, transferee, or other successor in interest to Programmer that is financially and legally qualified to perform the obligations of Programmer hereunder without any waiver of the Act or the FCC Rules; provided that Programmer shall require, as a condition of such assignment or transfer, that such assignee, transferee or other successor undertake to assume each and every obligation of Programmer hereunder pursuant to a written agreement reasonably satisfactory to Licensee. Upon any permitted assignment by a party hereto, such party shall be relieved of all obligations or liabilities hereunder relating to the periods prior to such assignment other than obligations or liabilities arising prior to such assignment due to a breach by the assigning party of this Agreement. . Subject to any required FCC consents (i) Programmer and/or Licensee may collaterally assign all or any of their respective rights under this Agreement to their respective senior secured lenders or an agent on their behalf from time to time, and (ii) upon written notice by any such lender or agent to the other party hereto, such lender or agent shall be entitled to exercise any and all rights of the applicable collaterally assigning party hereunder.

7.2. Call Letters. Programmer may not change the call letters of the Station but may request that Licensee change the call letters of the Station. Licensee shall decide, in the exercise of its discretion, whether to honor any request by Programmer to change the Station's call letters.

7.3. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but both of which together will constitute one and the same instrument. Signatures delivered by facsimile or electronically shall be deemed sufficient to render this Agreement effective and binding.

7.4. Entire Agreement. This Agreement (including the Attachments hereto and the documents referenced herein) embodies the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings of the parties. No amendment to this Agreement will be effective unless evidenced by a document signed by the parties.

7.5. Taxes. Licensee and Programmer shall each pay its own ad valorem taxes, if any, which may be assessed on such party's respective personal property for the periods that such items are owned by such party.

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

7.7. Governing Law and Venue. The construction and performance of the Agreement will be governed by the laws of the Commonwealth State of Pennsylvania without regard to conflict of law principles. The federal and state courts of the Commonwealth of Pennsylvania shall have exclusive jurisdiction for any and all actions, including counterclaims, relating to or arising under this Agreement. Such actions shall be governed by the terms and conditions of Section 13.12 of the Purchase Agreement, including waiver of any trial by jury.

7.8. Notices. All notices and other communications required or permitted to be given under this Agreement shall be (a) in writing, (b) delivered by personal delivery, by commercial overnight delivery service, or by facsimile (with written confirmation of receipt), (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the written confirmation, and (d) addressed as follows (as the same may be changed in accordance with the provisions of this section):

To Licensee: Peak Media of Pennsylvania Licensee LLC
c/o Media Venture Partners, LLC
244 Jackson Street, Fourth Floor
San Francisco, California 94111
Facsimile: (415) 391-4912
Attention: Elliot B. Evers, President

Atalaya Capital Management LP
780 Third Avenue, 27th Floor
New York, NY 10017
Facsimile: (917) 274-1173
Attention: Michael Bogdan

With copies to (which shall not constitute notice): Pillsbury Winthrop Shaw Pittman LLP
1200 17th Street NW
Washington, DC 20036
Facsimile: (202) 663-8007
Attention: Lew Paper, Esq.

and

Perkins Coie LLP
131 S. Dearborn Street
Suite 1700
Chicago, IL 60603
Facsimile: (312) 324-9467
Attention: Michael Owen, Esq.

To Programmer: Cunningham Broadcasting Corporation
2000 West 41st Street
Baltimore, Maryland 21211
Telephone No.: (410) 662-9688

Facsimile: (410) 662-0816

Attention: Michael E. Anderson, with a copy to
Lisa Asher

With copy to (which shall not constitute notice): Thomas & Libowitz, P.A.
100 Light Street, Suite 1100
Baltimore, Maryland 21202-1053
Facsimile: (410) 752-2046
Attention: Steven A. Thomas, Esq.
Email: sthomas@tandlaw/cp,

7.9. Defense of Agreement. If this Agreement or any provision hereof is challenged by or before the FCC (whether informally or formally), whether or not in connection with applications to renew the Station's FCC Licenses, Licensee and Programmer shall jointly defend this Agreement and the parties' performance hereunder throughout all FCC proceedings. Each party shall bear any and all expenses incurred by it in responding to such challenge, including attorneys' fees. If the parties cannot overcome such challenge, the parties shall seek reversal of any adverse FCC decision or, as the case may be, reform the Agreement in a manner that preserves the material rights and benefits of the Agreement for each party.

7.10. Severability. Subject to Section 7.9, if any provision of this Agreement or the application thereof to any party or circumstances shall be held invalid or unenforceable to any extent by any governmental authority of competent jurisdiction (including the FCC or a court), and such decision shall be a Final Order, the remainder of this Agreement and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law unless the removal of the provision held to be invalid or unenforceable would have a material adverse effect on any party, in which case such party may terminate this Agreement upon thirty (30) days' notice to the other party or parties. Such notice shall be given within thirty (30) days after the release of any decision by such governmental authority.

7.11. No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between Licensee and Programmer.

7.12. Remedies. In the event that a party breaches or threatens to breach any provision of this Agreement, the other party shall be entitled to seek any remedy available at law or equity, including, if appropriate, specific performance (without posting bond or other security). Notwithstanding anything to the contrary in this Agreement, the remedy of specific performance will be available to Programmer and Licensee for any breach or threatened of the obligations specified in Section 1.2 and Section 2.1 of this Agreement. If a party does seek specific performance for an actual or threatened breach of such obligations, the other party shall waive the defense that the moving party has an adequate remedy at law. If any party institutes litigation

to enforce its right under this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorneys' fees.

7.13 Waiver. No waiver of any provision of this Agreement shall be effective unless contained in a writing signed by the party charged with the waiver. A waiver in any one instance shall not constitute a waiver of any other action or omission in any other instance, regardless of how similar to the action or omission covered by the waiver. No delay in either party's enforcement of any right hereunder shall, in and of itself, be deemed to be a waiver. In no event shall the practices of the parties, in and of themselves, constitute a waiver.

7.14. Force Majeure. Any failure or impairment of the Station's facilities or any delay or interruption in the broadcast of the Programming, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Licensee, or for power reductions necessitated for maintenance of the Station or for maintenance of other communications facilities (including those for television stations or other radio stations) located on the tower from which the Station is broadcasting, shall not constitute a breach of this Agreement, and Licensee will not be liable to Programmer for reimbursement or reduction of the expenses to be paid to Licensees hereunder.

7.15. Certifications.

(a) Licensee hereby certifies that it maintains ultimate control over the Station's facilities, including specifically control over Station finances, personnel and programming.

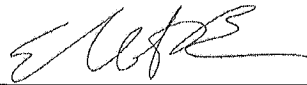
(b) Programmer hereby certifies that this Agreement complies with the provisions of paragraphs (b) through (d) of Section 73.3555 of the FCC Rules.

[Remainder of the Page Intentionally Left Blank]

SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

PEAK MEDIA OF PENNSYLVANIA LICENSEE LLC

By: _____
Elliot Evers, President

CUNNINGHAM BROADCASTING CORPORATION

By: _____
Name:
Title:

SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

PEAK MEDIA OF PENNSYLVANIA LICENSEE LLC

By: _____
Name:
Title:

CUNNINGHAM BROADCASTING CORPORATION

By: M. L. Anderson
Name: Michael Anderson
Title: President