

WEAR

TIME BROKERAGE AGREEMENT

Time Brokerage Agreement, dated as of the 7th day of February, 1996, is made by and between Television For Life, Inc. ("Licensee"), and Heritage Media Corporation, an Iowa corporation ("Broker").

WITNESSETH:

WHEREAS, Licensee holds certain licenses (the "Licenses") granted by the Federal Communications Commission (the "Commission") regarding the operation of broadcast facilities for television station WFGX(TV), Ft. Walton Beach, Florida (the "Station"); and

WHEREAS, Broker and Licensee have entered into an Option Purchase Agreement (the "Option Agreement") pursuant to which Licensee granted to Broker the option (the "Purchase Option") to purchase the assets (the "Station Assets") of Licensee used in the operation of the Station, including the Licenses; and

WHEREAS, Licensee will have available broadcasting time on the Station; and

WHEREAS, Broker desires to avail itself of Station's broadcast time for the presentation of programming, including the sale of advertising time:

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. Facilities. Licensee hereby agrees to make broadcasting transmission facilities available to Broker and to broadcast on the Station, or cause to be broadcast, Broker's programs from and after the Effective Date (as defined herein). Programs are described in Attachment 1 hereto. Broker represents to Licensee that it has the capability of providing a broadcast quality signal to the Station's transmitter site, either by STL or phone lines from its broadcast and transmission studios.

2. Payments.

(a) In consideration of Licensee entering into this Agreement, Broker hereby agrees to pay to Licensee the sum of \$250,000 payable in cash on or before February 23, 1996.

(b) In addition to the fee described in Subsection (a) hereof, Broker hereby agrees to pay Licensee the sum of \$4,225 per month (the "Fee"). The Fee shall be due and payable in full in advance on the first business day of each month, commencing March 1, 1996, and shall be prorated for partial months. The failure of Licensee to demand or insist upon prompt payment in accordance herewith shall not constitute a waiver of its right to do so. If Broker shall have produced and made

available programming to air on the Station as provided herein and such programming does not air due to Licensee preempting such programming in accordance with Section 12 or 13 below, or if for any reason Licensee is unable to broadcast such programming through no fault of Broker, or if this Agreement is terminated for any reason prior to the end of a year, then Broker shall receive a payment credit to be determined by multiplying the Fee by the ratio of the amount of time not aired to the total number of broadcast hours allotted to Broker each month pursuant to Section 8.1 below.

3. Programming Agreements. Licensee agrees to comply with the terms and provisions of any network affiliation agreement or other programming agreements and to indemnify Broker for any damages (including lost revenue from advertising time sold) arising out of Licensee's breach of this Section 3.

4. Term. This Agreement shall commence at 12:01 a.m. on March 1, 1998 (the "Effective Date") and shall continue until the earliest to occur of the following:

- (a) March 1, 2001; provided, however, the term of this Agreement shall be extended automatically for two renewal terms of five years each unless this Agreement is terminated by Broker upon 180 days' written notice to Licensee prior to the expiration of the initial term or any renewal term;
- (b) August 22, 1999 if the Option Period (as defined in the Option Agreement) has not been extended by the payment of the Option Extension Fee (as defined in the Option Agreement);
- (c) the termination by Broker pursuant to Section 8.2 hereof or the termination by either party in accordance with Section 18 hereof;
- (d) the termination by the non-defaulting party if the other party has defaulted on its obligations hereunder after the expiration of applicable cure periods in accordance with Section 18 hereof; or
- (e) the consummation of the acquisition by Broker of the Intangible Assets of Licensee following the exercise of the Purchase Option as provided in the Purchase Agreement.

5. Programs. Broker shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this Agreement and all programs shall be in good taste and in accordance with the requirements of the Commission. All programs shall be prepared and presented in conformity with the regulations prescribed in Attachment II hereto. All advertising spots and promotional material or announcements shall comply with all applicable federal, state and local regulations and policies and shall be produced in accordance with quality standards established by Broker.

9. Responsibility for Employees and Expenses. Broker shall employ and be responsible for the salaries, taxes, insurance and related costs for all personnel used in the production and transmission of its programming (including without limitation salespeople, traffic personnel, board operators and programming staff). Licensee will provide and be responsible for the Station personnel specified in Section 11 hereof. Broker shall pay for all telephone calls associated with program production and listener responses, for all fees to an audience rating service and for any other copyright fees attributable to its programming broadcast or revenues generated on the Station that are incurred as a result of the operation of the Station from and after the Effective Date.

10. Advertising and Programming Revenues. Broker shall retain all revenues for the sale of advertising time on the programs it delivers to the Station (including all network and non-network programs) and may sell such advertising in combination with the sale of advertising on any other broadcasting stations of its choosing. In addition, Licensee shall deliver to Broker promptly and without set-off any compensation or remuneration received by Licensee that arises out of or is related to any network affiliation agreement or is otherwise related to Broker's programming of the Station, except as provided in the following sentence. Licensee shall retain only the revenue from the sale of any advertising on the Station on programs not produced or delivered to it by Broker that broadcast during the two-hour per week described in Section 6.1 hereof.

11. Control of Station. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Station during the period of this Agreement. Licensee shall provide and pay the annual salaries of a full-time management level employee and another full-time employee who shall report solely to and be accountable solely to Licensee and who shall direct the day-to-day operation of the Station. Licensee shall retain control over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to preempt any programs in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States; the State of Florida; the rules, regulations, and policies of the Commission (including the prohibition on unauthorized transfers of control); and the rules, regulations and policies of other federal governmental authorities, including the Federal Trade Commission and the Department of Justice. The Licensee shall be responsible, at Licensee's cost, for complying with the Commission's public interest programming obligations; provided, however, Broker agrees to allow Licensee to use its facilities for the production of such programming without the payment of any fee; provided that such use does not interrupt or interfere with Broker's normal business operations and that Licensee gives

16. Compliance with Law. Broker agrees that, throughout the term of this Agreement, Broker will comply with all laws and regulations applicable in the conduct of Licensee's business and Broker acknowledges that Licensee has not urged, counseled, or advised the use of any unfair business practices. In the event that any new law or regulation is adopted which results in a material change in the terms of this arrangement (for example, but not limited to, a restriction on the number of hours which may be brokered), the parties agree to negotiate in good faith to modify this

Agreement to conform as closely as possible to the interests of both Broker and Licensee and, in the event of their inability to so modify the Agreement, Broker or Licensee may without penalty terminate the Agreement on 60 days' notice to the other.

17. Indemnification; Warranty. Broker will indemnify and hold Licensee harmless against all liability for libel, slander, illegal competition or unfair trade practice, infringement of trade marks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast or programming furnished by Broker. Further, Broker warrants that the broadcasting of its programs will not violate any rights of others and Broker agrees to indemnify and hold Licensee, the Station, and their respective officers, directors, agents, stockholders, employees, and subsidiaries, harmless from any and all claims, damages, liability, costs and expenses, including reasonable attorneys' fees, arising from the broadcasting of such programs, including without limitation monetary forfeitures, fines and penalties imposed by the FCC or other governmental authorities. Licensee reserves the right to refuse to broadcast any and all programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third-party claims to be, violative of any right of theirs or which may constitute a personal attack as the term is and has been defined by the Commission. Licensee will indemnify and hold Broker harmless against any and all liability for libel, slander, illegal competition or unfair trade practice, infringement of trade marks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights arising from Licensee's preemption or failure to air Broker's programming or resulting from the broadcast or programming furnished by Licensee. Further, Broker's and Licensee's obligation to hold each other harmless against the liabilities specified above shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation. Unless an indemnifying party assumes the defense of a claim for which indemnity is sought hereunder on behalf of the indemnified party, the indemnified party shall have the right to employ its own counsel to conduct such defense (which shall be at the expense of the indemnifying party). The indemnified party shall render to the indemnifying party and its counsel such assistance as they may reasonably require in order to ensure the proper and adequate defense of any claim for which indemnity is sought hereunder. Neither party will settle any claim for which indemnity is sought or owed under this Section 16 in a manner which imposes any cost or penalty on the other party without the other party's prior written consent.

18. Events of Default; Cure Periods and Remedies.

18.1 Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default under the Agreement:

18.1.1 Non-Payment. Broker's failure to timely pay the consideration provided for in Section 2 hereof ("Payment Default").

18.1.2. Default in Covenants. The default by either party hereto in the observance or performance of any material covenant, condition or agreement contained herein which is not waived by the non-defaulting party.

18.2 Cure Periods. An Event of Default shall not be deemed to have occurred until 20 business days (five business days for Payment Defaults) after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default and specifying the actions necessary to cure within such period, except for such Defaults which threaten to affect the validity of the Station's licenses which must be cured immediately. Except in the event of a Payment Default or a default by Licensee which results in Licensee's inability or unwillingness to make available to Broker the Station's facilities as provided herein, this period shall be extended for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the other party, except for such Defaults which threaten to affect the validity of the Station's licenses which must be cured immediately. The defaulting party shall use its best efforts to cure. In the event of default by Licensee which can be cured by payment of money, Broker has the right to cure default by directly making such payment, in which case Broker may offset such payment against Broker's obligations in Section 5 above.

18.3 Termination Upon Default. If an Event of Default occurs, the non-defaulting party may terminate this Agreement and receive from the defaulting party such damages or other remedies as are available at law or at equity.

18.4 Liabilities Upon Termination. Broker shall be responsible for all liabilities, debts and obligations of Broker accrued from the purchase of air time and transmission facilities including, without limitation, accounts payable, barter agreements and unpaid advertisements. Upon termination, Broker shall return to Licensee any equipment or property of the Station owned by Licensee and used by Broker, its employees or agents, in substantially the same condition as such equipment existed on the Effective Date of this Agreement, ordinary wear and tear excepted.

19. Representation and Warranties.

19.1. Corporate Authority. Each of Licensee and Broker represents to the other that it is legally qualified, empowered, and able to enter into this Agreement, and that the execution, delivery and performance hereof shall not constitute a breach

or violation of any agreement, contract or other obligation to which it is subject or by which it is bound.

19.2. Time Brokerage Challenge. If this Agreement is challenged at the Commission, Licensee and Broker will jointly defend this Agreement. If portions of this Agreement do not thereafter receive the approval of the Commission staff, the parties shall reform this Agreement, or at Broker's option and expense, seek reversal of the staff decision and approval from the full Commission on appeal.

20. Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effected unless the same shall be in writing and signed by the party adversely affected by the waiver or modification, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

21. No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Broker in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Broker herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

22. Construction. This Agreement shall be construed in accordance with the laws of the State of Florida, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the Commission and all other governmental bodies or authorities presently or hereafter to be constituted.

23. Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

24. Successors and Assigns. Broker shall have the right to assign its rights and obligations under this Agreement. This Agreement is not assignable by Licensee without the prior consent of Broker or its assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, including, without limitation, any assignee of the Commission license for the Station.

25. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the

parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be effective as of the Broadcast Date.

26. Notices. Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or mailed by certified mail or Federal Express, postage prepaid, with return receipt requested, and addressed as follows:

If to Licensee, to:

Television Fit for Life, Inc.
801 North Magnolia Ave.
Suite 201
Orlando, Florida 32803
Fax: 407-841-8746

If to Broker, to:

Heritage Media Corporation
One Galleria Tower
13355 Noel Road, Suite 1800
Dallas, Texas 75240
ATT: President/Television Group

27. Entire Agreement. This Agreement embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alterations, modification or change of this Agreement shall be valid unless by like written instrument.

28. Severability. In the event that any of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

29. Intended Beneficiaries. The rights and obligations contained in this Agreement are hereby declared by the parties hereto to have been provided expressly for the exclusive benefit of such entities as set forth herein and shall not benefit, and do not benefit, any unrelated third parties.

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

HERITAGE MEDIA CORPORATION

By: 
James J. Robinson
President-Television Group

TELEVISION FIT FOR LIFE, INC.

By: _____
Carl Searles, Jr.
President

TELEVISION

HERITAGE MEDIA CORPORATION

BY: James J. Robinson
President-Television Group

TELEVISION FTT FOR LIFE, INC.

BY: Carl Roberts, Jr.
President

ATTACHMENT I

Broker will broadcast an entertainment format, which may include news as well as promotions (including on-air giveaways) and contests. Programming provided by Broker may include commercial matter including both programs and spot announcement forms.

ATTACHMENT 1

Broker agrees to cooperate with Licensee in the broadcasting of programs of the highest possible standard of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programs:

I. Religious Programming. The subject of religion and references to particular faiths, tenets and customs shall be treated with respect at all times. Programs shall not be used as a medium for attack on any faith, denomination or sect or upon any individual or organization.

II. Controversial Issues. Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired.

III. No Plugs 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.

IV. No Lotteries. Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

V. Election Procedures. At least ninety (90) days before the start of any primary or regular election campaign, Broker will clear with Licensee's General Manager the rate Broker will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged conforms to all applicable laws and Station policy. Broker will provide Licensee with such information regarding political broadcasting as is required to be placed in the Station's public inspection file.

VI. Spot Commercial Limitations. With respect to any given segment of air time hereunder, the amount of spot commercial matter shall not exceed 20 minutes during any 60 minute segment. Broker will provide, for attachment to the Station logs, a list of all commercial announcements carried during its programming. Broker shall comply with the regulatory limits imposed by the Commission regarding spot commercial matter, including those limits with respect to children's advertising.

VII. Required Announcements. Broker shall broadcast (a) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify Station, (b) an announcement at the beginning and end of each program, and hourly, as

appropriate, to indicate that program time has been purchased by Broker, and (c) any other announcement that may be required by law, regulation or Station policy.

VIII. Credit Terms Advertising. Pursuant to rules of the Federal Trade Commission, any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws, including Regulations Z and M.

IX. Commercial Recordkeeping. Broker shall not receive any consideration in money, goods, services or otherwise, directly or indirectly (including to relatives) from any person or company for the presentation of any programming over the Station without reporting the same in advance to and receiving the prior written consent of Licensee's General Manager. No commercial messages ("blugs") 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 Broker (or anyone else) is directly or indirectly interested without the same having been approved in advance by Licensee's General Manager and such broadcast being announced and logged and sponsored.

X. No Illegal Announcements. No announcements or promotion prohibited by federal or state law or regulation of any lottery or game shall 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 in advance to Licensee, which reserves the right in its sole discretion to reject any game, contest or promotion.

XI. Licensee Discretion Paramount. In accordance with the licensee's responsibility under the Communications Act of 1934 (the "Act"), as amended, and the rules and regulations of the Federal Communications Commission (the "Commission"), 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 Station policy or which in the reasonable judgment of Licensee or its employees would not serve the public interest.

XII. Programming in Which Broker has a Financial Interest. Broker shall advise the General Manager of the Station with respect to any programming (including commercial(s) concerning goods or services in which Broker has a material financial interest). Any announcements for such goods and services shall clearly identify Broker's financial interest.

XIII. Programming Prohibitions. Broker shall not broadcast any of the following programs or announcements:

A. False Claims. False or unwarranted claims for any product or service.

