

## LOCAL MARKETING AGREEMENT

This **LOCAL MARKETING AGREEMENT** (the "Agreement") is entered into as of the 22nd day of December, 2006, between Long Island Multimedia, LLC, a New York limited liability company ("Licensee"), and The Principle Broadcasting Network New York, LLC, a Delaware limited liability company ("Programmer").

### RECITALS:

WHEREAS, Licensee is the licensee of radio station WLIE(AM), Islip, New York (the "Station"), pursuant to authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Programmer and Licensee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), of even date herewith, pursuant to which Programmer shall acquire substantially all of the assets of the Station in accordance with the terms of the Asset Purchase Agreement; and

WHEREAS, during the term of this Agreement, Licensee wishes to retain Programmer, and Programmer agrees, to provide programming for, and sell advertising on, the Station, all in conformity with the FCC rules and policies for time brokerage arrangements, and the provisions hereof, and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Time Sale. Subject to the provisions of this Agreement and to the applicable rules, regulations and policies of the FCC, Licensee shall make the Station's broadcasting transmission facilities available to Programmer for the broadcast of Programmer's programs on the Station originating either from Programmer's studio or from Licensee's studio at the sole discretion of Programmer. Programmer will have the exclusive right to broadcast on the Station up to twenty-four (24) hours of programming each day during the Term (as defined in Section 2 below), subject to Licensee's reservation of up to two (2) hours of time for its own use for public affairs programming at a mutually agreeable time on Sunday mornings. Programmer shall have the sole right to sell advertising to be placed in the programming broadcast on the Station and shall retain, and have the sole right to collect, all revenues with respect to the sale of programming and advertising time on the Station, including, without limitation, revenues from the sale of advertising time within the programming provided by Licensee during the Term. Programmer may sell advertising on the Station in combination with any other broadcast station of Programmer's choosing.

2. Term. The term of this Agreement (the "Term") will commence as of January 1, 2007 (the "Commencement Date"), and will continue, unless earlier terminated pursuant to Section 12 hereof, until the earlier of (i) the termination of the Asset Purchase Agreement in accordance with its terms or (ii) the closing of the sale of the Station to Programmer pursuant to the Asset Purchase Agreement.

3. Consideration. As consideration for the airtime made available hereunder and Licensee's broadcast of programming hereunder, during the Term, Programmer shall pay the consideration set forth on Schedule A hereto.

4. Licensee's Responsibility for Expenses. Licensee shall be solely responsible for payment of all direct and indirect operating costs and expenses of the Station (but not the direct and indirect operating costs and expenses of Programmer with respect to its broadcast of programming and advertising on the Station), subject to the reimbursement provided for in Schedule A, including but not limited to: (a) salaries, commissions, bonuses, payroll taxes, insurance, severance, vacation, sick leave, and other benefits and related costs of the General Manager for the Station and other personnel employed by Licensee in the operation of the Station; (b) insurance costs relating to the Station's assets and operations; (c) Licensee's own telephone, delivery and postal service; (d) income, gross receipts, sales, real property, personal property, excise and/or any other taxes of any nature whatsoever related to the ownership of Licensee's assets or Licensee's own programming efforts on the Station; (e) Licensee's lease payments (including the tower and studio leases), Licensee's note payments, debt and similar payments for borrowed money, Licensee's power and other utility bills, and Licensee's security and maintenance costs for the Station's studio and tower facilities; (f) all of Licensee's equipment maintenance, repair and replacement costs and expenses; (g) all performing rights and licensing fees for music and other material contained in Licensee's programming and (h) all FCC and other governmental fees of Licensee, and all other costs and expenses incurred in connection with the Station's compliance with FCC rules and regulations. Licensee shall make all necessary payments in a timely fashion from its own accounts. Programmer shall be entitled to maintain facilities at the Station sufficient to perform its obligations under this Agreement without any additional charge beyond the consideration set forth in Schedule A. To facilitate the production of programs for the Station, Licensee shall permit Programmer and its employees to utilize such space and such equipment and furnishings at the Station's studio and office as it may reasonably request, which shall be comparable to that currently utilized by the Station; provided that all such activity shall be conducted by Programmer under the full supervision and authority of Licensee's General Manager.

5. Performance of Airtime Sold by Licensee and Airtime Trade Payables; Accounts Receivable

(a) Programmer shall assume from Licensee the rights, obligations and commitments made by Licensee prior to the Commencement Date for commercial advertising time to be aired on or after the Commencement Date (collectively, "Licensee's Contracts"), which are listed in Schedule B hereto, and Programmer shall be entitled to any revenue stemming from its performance of Licensee's Contracts. Schedule B is a complete list of all of Licensee's Contracts. In the event that such commercial advertising time was prepaid to Licensee, Programmer shall be entitled to reimbursement for the value of such commercial advertising time and may set off against the Monthly Fee due Licensee pursuant to Schedule A the amount of any such reimbursement. Except for such Licensee's Contracts listed on Schedule B, Programmer shall have no obligation to assume any of Licensee's contracts nor air any programming or advertising unless specifically assumed by Programmer in writing at the Commencement Date. Licensee shall be liable for all costs, expenses, termination fees or penalties for all contracts and agreements not specifically assumed by Programmer.

(b) Licensee hereby warrants that as of the Commencement Date there will be no obligations or commitments of Licensee to be assumed by Programmer arising or to be performed after the Commencement Date under any agreements for the sale of time on the Station in exchange for goods or services (collectively, "Trade Agreements").

(c) Licensee hereby assigns and transfers to Programmer as of the Commencement Date all of Licensee's right, title and interest in the accounts and notes receivable from programming and advertising broadcast on the Station prior to the Commencement Date pursuant to the Licensee's Contracts (the "Licensee Accounts Receivable"). Subsequent to the Commencement Date, Programmer shall have the right to collect and retain, for Programmer's own account, all Licensee Accounts Receivable, together with all accounts and notes receivable from programming and advertising broadcast on the Station after the Commencement Date. Programmer shall not have the right to collect and retain any accounts and notes receivable pursuant to contracts not constituting Licensee's Contracts with respect to programming and advertising broadcast on the Station prior to the Commencement Date.

6. Licensee's Authority. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Station during the Term. Licensee shall be responsible for all programming it furnishes for broadcast on the Station and for all of its employees, all of whom shall report solely to and be accountable solely to Licensee. Licensee shall retain the right to interrupt or preempt Programmer's programming at any time if Licensee reasonably determines the programming is not in the public interest or violates this Agreement, or in case of an emergency or Emergency Alert System ("EAS") activation, or for the purpose of providing programming which Licensee determines to be of greater national, regional or local importance; provided, however, that any net revenues realized by Licensee as a result of such interruption or preemption shall promptly be remitted to Programmer, and further provided that Licensee shall not exercise such authority for economic benefit or for the purpose of interfering with Programmer's economic benefits to be derived from the performance of this Agreement. Licensee shall retain ultimate responsibility for ascertainment of the needs of the community of license and service area of the Station, and shall make regular efforts to determine those needs and keep documentary evidence of such efforts. The result of its findings as to the needs of its community shall be provided to Programmer in writing on a regular basis, at least monthly, so that Programmer can provide Licensee with information as to the programming provided by Programmer which is responsive to such needs. In the event Licensee shall interrupt or preempt Programmer's programming as described above, Programmer may elect to reduce its payments due hereunder by a pro-rata amount of the actual time interrupted or preempted; provided, however, such interruption or preemption does not arise from a violation of this Agreement by Programmer. Programmer will properly prepare and furnish to Licensee such information, records and reports in sufficient detail as is necessary to enable Licensee to comply with all rules and policies of the FCC or any other government agency.

7. Political Advertising. Programmer will provide, make available to and shall sell time to political candidates in strict compliance with the Communications Act of 1934, as amended (the "Act"), and the rules, regulations and policies of the FCC, including without limitation the equal time and lowest unit rate provisions of the Act. In the event that it is necessary for Licensee to make time directly available to political candidates in order to comply with the

provisions of the Act, Programmer shall immediately relinquish such amounts of time as Licensee shall require, and Licensee shall promptly pay to Programmer all advertising revenues realized thereby.

8. Licensee' Representations, Warranties and Covenants. Licensee represents, warrants and covenants to Programmer that:

(a) Qualification. Licensee is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Licensee.

(b) No Violation. Licensee is not in material violation of any statute, ordinance, rule, regulation, order or decree of any Federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which material default or violation would have an adverse effect on Licensee or Programmer, or on Licensee's assets, or on Licensee or Programmer's ability to perform this Agreement.

(c) Employees. The Station shall retain, on a full time or part time basis, a General Manager for the Station (expected to be Stuart Henry), who shall direct the day-to-day operation of the Station, and another full-time employee for the Station, in accordance with the rules and regulations of the FCC who shall be responsible for ensuring compliance by the Station with the technical operating and reporting requirements established by the FCC. Licensee shall be responsible for ensuring that qualified control operators monitor and control the Station's transmissions at all times, in full conformity with FCC requirements.

(d) Main Studio. Licensee shall maintain a main studio for the Station, as that term is defined by the rules and regulations of the FCC, in accordance with all FCC rules. Licensee shall maintain an appropriate public inspection file for the Station and shall, from time to time, place such documents in that file as may be required by present and future FCC rules and regulations.

(e) Authorizations. Licensee now holds all permits and authorizations necessary for the operation of the Station including all FCC permits and authorizations. Licensee will continue to hold such permits and authorizations throughout the Term. There is not now pending or, to Licensee's knowledge, threatened, any action by the FCC or other party to revoke, cancel, suspend, refuse to renew, or modify adversely any of the licenses, permits or authorizations necessary to the operation of the Station, and no event has occurred that allows or, after notice or lapse of time or both, would allow, the revocation or termination of such licenses, permits or authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station as presently conducted.

(f) Compliance. Licensee shall be ultimately responsible for the Station's compliance with all applicable provisions of the Act and the rules, regulations and policies of the FCC and all other applicable laws and for all costs and expenses in connection therewith.

(g) Transmitting Facilities. The transmitting facilities of the Station are currently maintained and shall be maintained in accordance with good engineering practice and all applicable FCC rules and regulations. The Station currently complies with and shall continue to

comply with all engineering requirements as set forth in its FCC authorizations, and Licensee shall take all steps reasonably necessary to ensure continued compliance therewith. Licensee shall consult with Programmer prior to seeking any modification to the licenses of the Station, and shall not modify the facilities of the Station in any manner that would result in a material reduction in the signal coverage of the Station. Licensee shall maintain in good working order and repair the Station's equipment used in connection with the broadcast of the Station's program material consistent with past practices, and shall bear full and exclusive responsibility for all expenditures that may be necessary in order to maintain the Station's equipment in such good working order and repair; provided, however, that Programmer shall be responsible for all costs to repair or, if necessary, replace, the Station's equipment as a result of damage caused to such equipment by Programmer's employees, agents, representatives or licensees.

(h) Material Contracts. Licensee has delivered to Programmer copies of all material contracts relating to the Station. All such material contracts necessary for the operation of the Station are in full force and effect and will remain in full force and effect during the Term. No material breach or default, alleged breach or default, or event that would (with the passage of time, notice or both) constitute a breach or default, has occurred with respect to such agreements and this Agreement, and the transactions contemplated hereby, do not, and will not, cause a breach or default under such contracts. All amounts due from Licensee as of the Commencement Date under the Station's material contracts have been timely paid in full. Programmer is not assuming any of Licensee's rights and obligations under any of Licensee's contracts or agreements, written or oral, except as may be provided in Section 5 hereof.

(i) Emergency Broadcasting. Licensee shall maintain appropriate EAS receivers, tone generators, and such other equipment as may be required to conform to FCC rules and regulations.

(j) No Encumbrances. Throughout the Term, there shall be no liens, encumbrances, foreclosures, contractual defaults or outstanding balances of any kind or nature whatsoever which would impede or prevent full and complete access to and use of the facilities of the Station for the transmission of Programmer's programming, and the full performance by Licensee and by Programmer of their obligations under this Agreement.

(k) Prompt Payment of Expenses. Licensee shall promptly pay when due any and all expenses or obligations of any kind and nature relating to the operation of the Station (excluding, however, all expenses or obligations arising from Programmer's programming and sale of advertising time), and shall take all steps necessary to ensure the continued uninterrupted use of the Station's equipment and facilities by Programmer.

(l) Insurance. Licensee has, and shall maintain, fire, liability and other forms of insurance applicable to the Station consistent with its past practice.

(m) Station Identification. Licensee shall ensure that that all required Station Identification announcements are broadcast as required by the FCC rules and regulations.

9. Programmer's Representations, Warranties and Covenants. Programmer represents, warrants and covenants to the Licensee that:

(a) Qualification. Programmer is legally qualified, empowered and able to enter into and carry out this Agreement, and this Agreement constitutes the valid and binding obligation of Programmer.

(b) No Violation. Programmer is not in material violation of any statute, ordinance, rule, regulation, order or decree of any Federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which material default or violation would have an adverse effect on Licensee or Programmer, or on Licensee's assets, or on Licensee or Programmer's ability to perform this Agreement.

(c) Compliance. All of the programming, advertising and promotional material Programmer broadcasts on the Station shall be in compliance with the rules, regulations and policies of the FCC and the Act and the standards that may be from time to time established by Licensee.

(d) Emergency Broadcasting, Station Identification and Other Required Programming. Programmer shall cooperate with Licensee to ensure that all required EAS announcements, station identification announcements, sponsorship announcements, political advertisements or programming, license renewal and other FCC application announcements, and any other announcements, content or programming as required by FCC rules and regulations, are broadcast as required by such FCC rules and regulations.

(e) Correspondence. Programmer shall forward to Licensee any correspondence which it may receive from any agency of government or from members of the public relating to the Station or to any of the programming or advertising time broadcast by Programmer on the Station.

(f) Payola. Programmer agrees that neither it nor its agents, employees, consultants or personnel will 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 or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Act and FCC requirements.

(g) Licensee's Control of Programming. Programmer recognizes that Licensee has full authority to control the operation of the Station. In offering the commercial inventory of the Station for sale to third parties and in otherwise holding itself out to third parties, in no instance will Programmer represent, suggest or otherwise give the impression that Programmer has any ownership of, or control over, the operation of the Station. The right to use Programmer's programs and to authorize their use in any manner and in any media whatsoever shall be, and remain, vested in Programmer.

#### 10. Indemnification.

(a) By Programmer. Programmer shall indemnify and hold Licensee, and its respective directors, officers, shareholders, members, managers and employees harmless from

and against any and all claims, losses, costs, liabilities, damages and expenses of every kind, nature and description (including, reasonable attorneys' fees) ("Damages"), arising out of or resulting from (i) programming or advertising broadcast by Programmer, (ii) the breach of any representation, warranty or covenant of Programmer herein; (iii) any action or omission of Programmer or its employees, agents, representatives or licensees in connection with the operation of the Station, or their use of the Station's facilities and equipment; or (iv) any other action or omission of Programmer or its employees, agents, representatives and licensees in connection with this Agreement.

(b) By Licensee. Licensee shall indemnify and hold Programmer, and its respective directors, officers, shareholders, members, managers and employees harmless from and against any and all Damages arising out of or resulting from (i) programming originated by Licensee, (ii) the breach of any representation, warranty or covenant of Licensee herein, (iii) any action or omission of Licensee or its employees, agents, representatives or licensees in connection with the operation of the Station, or their use of the Station's facilities and equipment, or (iv) any other action or omission of Licensee or its employees, agents, representatives and licensees in connection with this Agreement.

(c) Notice. Neither the Licensee nor Programmer shall be entitled to indemnification pursuant to this Section unless such claim for indemnification is asserted in writing delivered to the other party, and, where such claim, loss, cost, liability, damage or defense involves a legal action, the party against whom indemnification is sought has been given written notice sufficiently in advance to permit such party to defend, contest, or compromise such action at its own cost and risk.

(d) Survival. The obligation of Programmer and Licensee to indemnify and hold each other harmless as set forth in this Agreement shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations as to the parties hereto and to claims of third parties.

#### 11. Termination.

(a) Grounds. In addition to any other remedies available at law or equity, this Agreement may be terminated as set forth below by either the Licensee or Programmer by written notice to the other, if the party seeking to terminate is not then in material default or breach of this Agreement, upon the occurrence of any of the following:

(i) This Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(ii) Upon termination of the Asset Purchase Agreement in accordance with its terms;

(iii) The mutual consent of both parties;

(iv) The other party shall make a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which if filed against such party, has not been dismissed within sixty (60) days thereof;

(v) The other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty days after written notice from the non-breaching party; provided, however, that violations of programming content requirements must be discontinued upon receipt of written notice thereof;

(vi) Upon the closing of the sale of the Station to Programmer pursuant to the Asset Purchase Agreement;

(vii) There has been a change in FCC rules, policies or case law precedent that would cause this Agreement or any provision thereof to be in violation thereof and such change is not the subject of an appeal or further administrative review or

(viii) If Programmer's programming content is in violation of FCC rules, and Programmer has not promptly discontinued such programming content after Licensee's written notice thereof.

Notwithstanding any of the foregoing to the contrary, any exercise by Programmer (as buyer) of its right, if any, to seek specific performance to purchase the Station shall not constitute a termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement, except as otherwise set forth herein, the Licensee shall have no further obligation to provide to Programmer any broadcast time or broadcast transmission facilities, and Programmer shall have no further obligations to provide programming or make any payments to Licensee pursuant to Schedule A except that (i) the payments provided for in Schedule A hereto shall be prorated to the effective termination date of this Agreement, (ii) Programmer shall be entitled to all accounts receivable in connection with its sale of advertising time prior to the effective date of such termination, to the extent that the sold advertising time is broadcast prior to the effective date of such termination, and (iii) Licensee shall cooperate with Programmer, upon the request of Programmer, to enable Programmer to fulfill advertising and other programming contracts then outstanding, in which event the Licensee shall receive as compensation for the carriage of such programming that which otherwise would have been paid to Programmer hereunder.

(c) No Release of Liability Through Termination. No termination pursuant to Section 12 shall relieve any party of liability it would otherwise have for breach of this Agreement.

(d) Renegotiation Upon FCC Action. Notwithstanding anything herein to the contrary, if the FCC shall determine that this Agreement or any provision herein is inconsistent with any Licensee's obligations as the holder of the FCC's authorizations for the Station, or is otherwise contrary to FCC policies, rules, and regulations, or if regulatory or legislative action subsequent to the date hereof shall alter the permissibility of this Agreement under the Act or



under the FCC's rules, regulations, and policies, the parties shall attempt to renegotiate this Agreement in good faith in a manner that will cure the departure from statute, rule, regulation, or policy and that will maintain a balance of benefits and burdens to Programmer and the Licensee provided in this Agreement in its current form. If, after such good-faith negotiations, either party shall determine in good faith that modifying this Agreement in order to cure the departure from statute, rule, regulation, or policy without materially changing the balance of benefits and burdens to the Licensee and Programmer provided in this Agreement in its current form shall not be possible, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, unless the FCC specifies that this Agreement must be terminated sooner, or may remain in effect longer, in which event this Agreement shall continue to be effective for such period.

12. Force Majeure. Each party will be excused from performing the services under this Agreement and will have no liability to the other party for any period it is prevented from performing the services, in whole or in part, as a result of delays caused by an act of God, war, terrorist event, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including failures or fluctuations in electrical power or telecommunications or, in the event that a party obtains any services from a third party, the failure of such third party to provide such services, or the misconduct or negligence of such party in providing such services. Additionally, in the event the force majeure period continues for three (3) consecutive months, either party may terminate this Agreement on written notice given by the terminating party at least ten (10) days before the proposed termination date, so long as the terminating party is not then in material breach of this Agreement or any other agreement between the parties.

13. Amendments; Waivers. This Agreement and any Schedule attached hereto may be amended only by agreement in writing executed by both parties. No waiver of any provision nor consent to any exception to the terms of this Agreement will be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

14. Integration. This Agreement, together with all Schedules hereto, and the Asset Purchase Agreement, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

15. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to the conflicts of law principles thereof. Any action, suit or other proceeding with respect to this Agreement shall be brought in the courts of the State of New York or of the United States District Court for the Eastern District of New York, in each case venued in Suffolk County, State of New York, and each party consents to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of these courts. Each party irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any such action, suit or other proceeding in those jurisdictions.

16. Assignment. Neither party shall assign or transfer (by operation of law or otherwise) its rights or obligations under this Agreement, in whole or in part, to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that Programmer's right of assignment subject to Licensee's consent of all of its rights and obligations under this Agreement (as opposed to a partial assignment of the right to broadcast certain programming) shall be limited to an assignment to a party to whom or which Programmer's rights and obligations under the Asset Purchase Agreement are assigned; provided further that Programmer may assign this Agreement to an entity controlled by, or under common control with, Programmer upon written notice to Licensee, provided that any such assignment shall not relieve the assignor of its obligations hereunder.

17. Counterparts. This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts will constitute one and the same agreement (or other document) and will become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other party.

18. Parties in Interest. This Agreement will be binding upon and inure to the benefit of each party and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation of any third party to (or to confer any right of subrogation over or action against) any party to this Agreement.

19. Notices. All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a nationally recognized courier service that guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to the Licensee, to:

Mr. Stuart Henry, President  
Long Island Multimedia, LLC

Home address redacted for privacy

with a copy (which shall not  
constitute notice) to:

Thomas Schulz, Esq.  
Schulz & Associates, P.C.  
225 Broadhollow Road  
Suite 303  
Melville, NY 11747

-and-

Peter Tannenwald, Esq.  
Irwin, Campbell & Tannenwald, P.C.  
1730 Rhode Island Avenue, N.W.  
Suite 200  
Washington, D.C. 20036-3101

If to Programmer, to:

The Principle Broadcasting Network New York, LLC  
726 Exchange Street, Suite 410  
Buffalo, New York 14210  
Attn: Charles W. Banta

with a copy (which shall not  
constitute notice) to:

Pillsbury Winthrop Shaw Pittman LLP  
2300 N Street, NW  
Washington, D.C. 20037  
Attn: Richard R. Zaragoza, Esq. and Miles S. Mason, Esq.

or to such other address or to such other Person as either party has last designated by such notice to the other party.

20. Waiver. No failure on the part of any party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

21. Attorneys' Fees. Should any party hereto institute any action or proceeding at law or in equity to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision hereof, the prevailing party shall be entitled to recover from the losing party or parties its costs and expenses, including reasonable attorneys' fees and costs for services rendered to the prevailing party in such action or proceeding.

22. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any governmental entity or Court, the remaining provisions of this Agreement to the extent permitted by law will remain in full force and effect provided that the intent and purpose of the parties are not frustrated thereby. In the event of any such determination, the parties agree to attempt to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof.


23. Certifications.

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

(b) Programmer hereby certifies that the arrangement with Licensee as set forth herein and as contemplated in all aspects of operation is and shall remain in compliance with the provisions of 47 CFR 73.355 (a) and (c).

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

**LONG ISLAND MULTIMEDIA, LLC**

By:  \_\_\_\_\_

Name: Stuart Henry

**THE PRINCIPLE BROADCASTING NETWORK NEW YORK, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

22. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any governmental entity or Court, the remaining provisions of this Agreement to the extent permitted by law will remain in full force and effect provided that the intent and purpose of the parties are not frustrated thereby. In the event of any such determination, the parties agree to attempt to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof.

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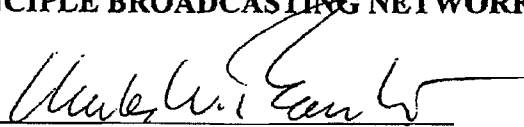
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IN WITNESS thereof, the parties hereto have executed this Agreement as of the date first above written.

**LONG ISLAND MULTIMEDIA, LLC**

By: \_\_\_\_\_  
Name:

**THE PRINCIPLE BROADCASTING NETWORK NEW YORK, LLC**

By:   
Name: **CHARLES W. BANTA**

## Schedule A

As consideration for the airtime made available hereunder, during the Term, Programmer agrees to pay Licensee the following: (i) \_\_\_\_\_ 1 Dollars ( \_\_\_\_\_ ) per month during the Term (the "Monthly Fee"), payable by the first (1st) business day of each month of the Term and (ii) reimbursement of Licensee's actual, normal and customary out-of-pocket expenses during the Term in accordance with the categories and approximate amounts set forth in the schedule of expenses attached below ("Schedule of Expenses"): telephone, heat, electric, office and security equipment leases, FCC regulatory fees, and real property taxes; such expenses shall not include, among other things, any costs or expenses relating to Licensee's employees, including, without limitation, salary, taxes, vacation, sick pay, insurance, or other benefits, which shall be paid by Licensee out of the Monthly Fee, Licensee's federal, state and local income taxes, auto and other transportation expenses, accommodation expenses, bank service fees, credit card fees, and dues and subscription fees. Payments for the first and final months of this Agreement will be pro-rated, if necessary, and payments for regulatory fees and property taxes will be prorated to the extent such amounts accrue for periods before or after the Term; provided that this shall not affect Programmer's obligation to reimburse Licensee for such expenses after Licensee's payment of such expenses as set forth herein. Programmer shall only reimburse Licensee for its actual and customary, verifiable, documented out-of-pocket expenses paid by Licensee in the operation of the Station in the categories set forth and as estimated in the attached Schedule of Expenses, payable within ten (10) days of presentation to Programmer of invoices or other documentation showing amounts due. Programmer shall not be responsible for the reimbursement of any expenses not specifically set forth in the attached Schedule of Expenses unless such expense is consented to in advance in writing by Programmer. Notwithstanding such estimates, Programmer shall reimburse the actual costs and expenses paid with respect to the items listed in the Schedule of Expenses, provided that any amount in excess of the estimates as set forth in the Schedule of Expenses must be either: (i) increases precipitated by a third party action such as an increase in the price of utilities or other essential services, action of Programmer, or increases in the ordinary course of business; or (ii) increases agreed upon in writing in advance by the Programmer and Licensee. Prior to expending any funds for which Licensee expects Programmer reimbursement that is not described in the Schedule of Expenses, Licensee shall seek the prior written consent of Programmer for such expenditure. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to restrict or inhibit Licensee from making repairs, changes and improvements to the Station for which Licensee does not seek reimbursement.

The Licensee shall, while this Agreement is in force, keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records pertaining to the Station's expenses, and such records and accounts shall be available for inspection and audit at any time or times during the term of this Agreement and for ninety (90) days thereafter, during reasonable business hours and on reasonable notice, by Programmer or its agents. The exercise, in whole or in part, of the right to audit records or accounts or of any rights herein granted, or the acceptance by Programmer of any statement or remittance tendered by or on behalf of the Licensee, shall be without prejudice to any rights or remedies of Programmer and shall not preclude Programmer from thereafter disputing the accuracy of such statement or payment.

### **Schedule of Expenses**

| <u>Expense</u>                       | <u>Annual Amount</u>                      |
|--------------------------------------|---|
| Property Tax (Tower Premises Only) - | (payable through two installments)        |
| Electricity (LIPA) (Estimated) -     | (payable through 12 monthly installments) |
| Heat (Keyspan) (Estimated) -         | (payable through 12 monthly installments) |
| Telephone (Verizon) (Estimated) -    | (payable through 12 monthly installments) |
| Office Equip. (IKON) -               | (payable through 12 monthly installments) |
| Security Equip. (Marlin) -           | (payable through 12 monthly installments) |
| FCC Annual Reg. Fees -               | (one annual payment)                      |