

## EBC SUPPORT AGREEMENT

\_\_\_\_\_, 2002

Long Island Educational TV Council, Inc.  
303 Sunnyside Blvd.  
Plainview, NY 11803  
Attention: Terrel Cass

Ladies and Gentlemen:

Reference is hereby made to the Amended and Restated Asset Acquisition and Operating Agreement, dated as of August 7, 2002 (the "Acquisition Agreement"), between Educational Broadcasting Corporation ("EBC") and Long Island Educational TV Council, Inc. ("LIETV"). All capitalized terms used herein and not otherwise defined shall have the meanings given them in the Acquisition Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Support from EBC. So long as LIETV shall be involved in fundraising for the benefit of EBC and making grants exclusively to EBC and so long as the amount of its grants to EBC exceeds the costs associated with its operations, then EBC agrees to use its best efforts to provide LIETV with reasonable support to administer its activities, including (i) access to meeting space in Plainview, Long Island (for so long as EBC shall maintain suitable space) and (ii) an annual operating budget (the amount of which shall be determined at the beginning of each fiscal year of EBC) for reasonable operating costs (including, without limitation, directors and officers insurance, audit expenses, incidental expenses and the filing of the Form 990) consistent with the proposed budget set forth in the schedule attached hereto. All decisions regarding such support shall be made by EBC in its sole and absolute discretion. If, however, following the Closing, (i) LIETV should fail materially (x) to limit its activities to (A) fundraising and grant making to support WLIW and related EBC projects and (B) the exercise of its rights under the provisions of and subject to this letter agreement, the Acquisition Agreement and any other agreements entered into between EBC and LIETV or (y) to coordinate all of the fundraising activities conducted by LIETV with EBC, to conduct all of such activities under the supervision of the Vice President of Development (or any successor thereto should such title or position change) of EBC and to provide EBC with the right to approve or disapprove any and all material decisions regarding fundraising events, public appeals, or targeted solicitations or (ii) LIETV shall cease to operate as a supporting organization or other tax-exempt organization exclusively in support of EBC (as defined in the Code and its accompanying regulations), from and after written notice of such failure or cessation has been delivered to LIETV by EBC and a 45-day period following such notice to cure such failure or cessation, EBC shall not be required to comply with its obligations as set forth in this paragraph 1.

2. Limitation on Activities and Fundraising. From the first anniversary of the Closing through the second anniversary of the Closing, for as long as LIETV maintains its corporate existence or use of the name “Long Island Educational TV Council” or “LIETV”, it agrees to be subject to the following terms and conditions:

(a) LIETV agrees and covenants to limit its activities to (i) fundraising and grantmaking to support WLIW and related EBC projects and (ii) the exercise of its rights under the provisions of and subject to this letter agreement, the Acquisition Agreement and any other agreements entered into between EBC and LIETV. In no event shall the foregoing sentence of this paragraph 2(a) require LIETV to return any payment received from EBC pursuant to clause (c) of the second sentence of Section 9.3 of the Acquisition Agreement, which payment shall be used, subject to Treasury regulations under the Internal Revenue Code, to support any public or educational television broadcasting facilities or public or educational television programming accessible to residents of the State of New York.

(b) All fundraising activities conducted by LIETV shall be coordinated with EBC and conducted under the supervision of the Vice President of Development (or any successor thereto should such title or position change) of EBC. EBC will have the right to approve or disapprove any and all material decisions regarding fundraising events, public appeals, or targeted solicitations.

3. No Retention of Rights. It is expressly agreed that in the event that at any time after the Closing Date LIETV shall cease to be in existence, having dissolved pursuant to §§ 1001, 1101 or 1102 of the N-PCL, all of the rights and benefits conferred on LIETV by paragraph 1 of this letter agreement shall become null and void and of no further force or effect.

4. Notices. Any notice, request, demand or other communication permitted or required to be given hereunder shall be in writing and shall be deemed to have been given when such notice shall have been made in compliance with Section 9.2 of the Acquisition Agreement.

5. Assignment. The provisions of this letter agreement shall not be assignable in whole or in part by either Party.

6. Amendments. The provisions of this letter agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the parties hereto.

7. No Waiver. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. No waiver shall constitute a waiver by such person of such provision or any other provision of this letter agreement in any other instance. The waiver by either party hereto of a breach of any provision of this letter agreement shall not operate or be construed as a waiver of any subsequent breach.

8. Counterparts. This letter agreement may be executed in counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on both of the Parties hereto, notwithstanding that both Parties shall not have executed the same counterpart. Faxed copies of signatures shall be valid and binding for all purposes.

9. Governing Law. The provisions of this letter agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. Severability. If any provision of this letter agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this letter agreement shall not be affected and shall remain in full force and effect.

11. Binding Effect; No Third Party Beneficiaries. The provisions of this letter agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. Nothing in this letter agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this letter agreement.

12. Remedies Upon Default. Except as otherwise specified in paragraph 13, the Parties recognize and hereby acknowledge that upon a default of a provision of this letter agreement, the Parties shall only be entitled to obtain specific performance of the provisions of this letter agreement. Each Party covenants and agrees that it shall not assert in any court or other proceeding that injunctive relief is an inappropriate remedy for breach of any provision of this letter agreement.

13. Indemnity. EBC agrees to indemnify and hold LIETV harmless against and in respect of any claim, cost, loss, liability or damage (including reasonable attorney's fees and expenses) incurred or sustained by LIETV as a result of a breach of EBC's obligations hereunder to the extent that (i) a court of competent jurisdiction has entered a final and non-appealable judgment holding EBC liable for a default of a term of this letter agreement or (ii) the Parties hereto have so provided pursuant to a written settlement agreement.

14. Effect of Headings. The subject headings of the paragraphs of this letter agreement are included for purposes of convenience only and shall not affect the construction or interpretation of this letter agreement.

Very truly yours,

EDUCATIONAL BROADCASTING  
CORPORATION

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

Name: Steven Rattner

Title: Chairman

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

Name: William F. Baker

Title: President and Chief Executive Officer

Acknowledged and Accepted:

LONG ISLAND EDUCATIONAL  
TV COUNCIL, INC.

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

Name: Barry R. Shapiro

Title: Chairman

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

Name: Terrel L. Cass

Title: President and General Manager

cc: Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, NY 10166  
Attention: Scott A. Kislin, Esq.

Simpson Thacher & Bartlett  
425 Lexington Avenue  
New York, NY 10017  
Attention: Victoria B. Bjorklund, Esq.

EDUCATIONAL BROADCASTING CORPORATION

LONG ISLAND EDUCATIONAL TV COUNCIL

PROPOSED ANNUAL SUPPORT – FISCAL, 2002

First Annual Budget to support the on-going activities of the Long Island  
Educational TV Council

Activity expenses not included below are to be funded as approved.

Administrative Staff & Related

May be filled by existing personnel.

|                           |                 |               |
|---------------------------|-----------------|---------------|
| Administrative Assistant: | Per annum (50%) | \$ 12,500     |
| Benefits                  | 26%             | 3,250         |
| Occupancy Allocation      | Estimate        | <u>25,000</u> |
|                           |                 | 40,750        |

Professional Expenses

|                    |           |       |
|--------------------|-----------|-------|
| Legal Counsel Fees | Per Annum | 2,500 |
|--------------------|-----------|-------|

General Expenses

|                           |                             |              |
|---------------------------|-----------------------------|--------------|
| Telephone                 | 12 Months @ \$100 per month | 1,200        |
| General Office Supplies   | 12 Months @ \$50 per month  | 600          |
| Printing/Forms/Stationery | Per Annum                   | 2,500        |
| Insurance                 | Per Annum                   | 6,000        |
| General Expenses          | 12 Months @ \$150 per month | 1,800        |
| Travel Expenses           | 12 Months @ \$100 per month | <u>1,200</u> |
|                           |                             | 13,300       |

|       |  |                         |
|-------|--|-------------------------|
| Total |  | <u><u>\$ 56,550</u></u> |
|-------|--|-------------------------|