

ATTACHMENT I

FEES AND COSTS

With the exception of expenses for the Licensee's employees as provided below, Programmer shall reimburse Licensee for all operating costs and expenses of the Stations during the term of this Agreement, including but not limited to all utility costs and expenses for electricity used at the Transmitter Sites and, if different, the premises provided for in Leases; the salaries of any employees employed by Licensee whose time Programmer uses during the term of this Agreement (except that in no event shall Programmer be required to reimburse Licensee for time spent by Licensee's employees in connection with Licensee's obligations hereunder); and all expenses directly related to keeping the Licenses for the Stations current.

Within ten (10) days after the end of each calendar month during the term of this Agreement, Licensee shall provide to Programmer a schedule (with supporting documentation acceptable to Programmer in its reasonable discretion) of reimbursable costs and expenses incurred by Licensee during the term of this Agreement in the ordinary course of business consistent with past practices and not paid directly by Programmer, during such prior calendar month in connection with its ownership and operation of the Stations in accordance with the terms and conditions of this Agreement (the "Monthly Costs").

Programmer shall pay directly to the respective lessors the obligations of Licensee under the Leases that relate to the period on and after the date hereof and arise out of events related to Programmer's use of Assets or Programmer's operation of the Stations on and after the date hereof. Programmer shall also pay directly to the respective third parties the costs and expenses related to maintaining, repairing and replacing equipment of the Stations subject to Section 2.3 of this Agreement.

Licensee shall pay without reimbursement, except as noted above, the salaries of any and all employees employed by Licensee.

With respect to the foregoing items, it is understood and agreed that the Monthly Costs shall refer only to such operating expenses as have been actually incurred and paid by Licensee.

Programmer shall pay Licensee the undisputed amount of the Monthly Costs within twenty (20) days of receipt by Programmer of such schedule and supporting documentation to the extent reasonably acceptable to Programmer. Programmer may withhold payment of the portion (and only the portion) of any item of the Monthly Costs as to which Programmer has a good faith, material dispute pending resolution by the parties, provided that any such dispute shall be resolved on an expedited basis. To the extent, if any, that Programmer has, prior to payment of the Monthly Costs, advanced funds to the Licensee for any items comprising the Monthly Costs, such funds shall be deducted from any further reimbursement of Monthly Costs.

CAPITAL EXPENDITURES

Programmer shall undertake such repairs or the purchase of replacement equipment as provided for in Section 2.3 of this Agreement. In the event that closing does not occur under the Purchase Agreement or this Agreement is terminated (other than in accordance with Section 8.1(a)(v)), Programmer shall not be entitled to retain any equipment, part or other capital improvement made during the term of this Agreement to the extent such capital expenditure was necessitated by Programmer's negligence or willful misconduct and title to such capital improvements shall be transferred to Licensee. As to any capital improvement made during the term of the Agreement that was not necessitated by Programmer's negligence or willful misconduct, either Programmer may remove such equipment, part or other capital improvement (provided that Programmer shall cause no damage to physical facilities from which the capital improvement is removed, and that Programmer does not need to replace any removed capital improvement) and retain title thereto or, at Licensee's option, Licensee may purchase such equipment from Programmer by reimbursing Programmer for its costs related to such capital improvement.