

TOWER LEASE AGREEMENT

This Lease Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by and between MOUNTAIN BROADCASTING CORPORATION, P.O. BOX 150, Liberty, New York 12754 ("Lessor") and MONTICELLO MOUNTAINTOP BROADCASTING, INC. A New York Corporation with offices 11 Old Tappan Road, Old Tappan, New Jersey 07675 ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of an antenna tower ("Tower") and transmitter building ("Building") located on East Mongaup Road, Town of Liberty, County of Sullivan, State of New York, with coordinates of 41 degrees 45' 9" North Latitude and 74 degrees 43' 1" West Longitude; and

WHEREAS, the Lessee desires to rent certain space on the Tower and floor space in the Building for placement of its radio broadcast antenna and transmitter and other mutually agreeable related equipment;

NOW, THEREFORE, in consideration of the foregoing and pursuant to the provisions set forth below, the parties hereby agree as follows:

1. Leased Premises. Lessor hereby rents to Lessee the following ("Leased Premises"):

a. Exclusive space on Lessor's Tower at the 220-250 foot level for the installation of an FM antenna of three bays or less and single transmission line, as more particularly identified in Exhibit A hereof, or such additional space as may be necessary to support Lessee's antenna;

b. Floor space in the Building for Lessee's transmitter and associated equipment rack, as more particularly identified in Exhibit A hereof;

2. Term. The term of this lease shall be ten (10) years, commencing on or before January 1, 1995 and ending ten (10) years later, unless sooner terminated pursuant to this Agreement (the "Term").

3. Rent. For Lessee's right to use the Leased Premises, Lessee shall pay to Lessor rent in the amount of \$8,000.00 per year for the first two (2) years of the Term of this Agreement, payable in equal monthly installments of \$666.67 on the first day of each month during the Term. After the second year, the rent shall be increased annually by the percentage increase in the Consumer Price Index for the twelve (12) months preceding. Lessor and Lessee agree to use the most recent 12 month increase available on the 15th of the month preceding the month in which there would be a change. (For example, if the fourth year were to begin on January 1, 1997, the rent would increase by the percentage increase in the Consumer Price Index over the previous 12 months, according to those figures available from the Bureau of Labor Statistics on December 15, 1996.)

5. Security Deposit. At such time as Lessee gives notice that it intends to begin using the Leased Premises and paying rent therefor (i.e., no later than January 1, 1995), Lessee shall pay to Lessor the sum of \$1,333.34 as a security deposit for Lessee's performance hereunder.

6. Breach/Termination. Either party shall give 30 days written notice to the other party to correct any violation of the provisions of this Agreement. In the event that the breaching party fails to correct said violation within that period, the non-breaching party may

terminate this Agreement without further liability hereunder. Should Lessee breach this Agreement during the first two years of the term hereof, Lessee will pay to Lessor as liquidated damages all rent which would have been due for the first two years hereof, i.e., \$16,000.00 less any amounts previously paid to Lessor. After the first two years of this Agreement, Lessee's security deposit shall be used as liquidated damages. In addition to any provision for liquidated damages provided herein, Lessee will remain liable for all costs borne by Lessor in removing Lessee's equipment (should Lessee fail to remove such equipment itself upon reasonable notice) and for any damage caused to Lessor's equipment by Lessee. Should Lessor breach this Agreement at any time during the term hereof, Lessor will return Lessee's security deposit to Lessee and Lessee will not be liable for any further sums of money due pursuant to this Agreement, or, at Lessee's option, Lessee will be entitled to specific performance under this Agreement. The parties hereby recognize that the rights granted to Lessee under this Agreement are unique and that, in the event of a breach by Lessor, Lessee would have no adequate remedy at law. Notwithstanding the foregoing, Lessee shall have the option to cancel this Agreement after the expiration of the first two years of the term of this Agreement, upon four months written notice to Lessor.

7. Installation and Maintenance. Upon receiving written permission from Lessor, which permission shall not be unreasonably withheld, Lessee, including its employees or agents, shall have the right to climb the Tower for the purpose of installing and maintaining Lessee's equipment.<sup>f</sup> Lessor and Lessee hereby agree to cooperate and coordinate with each other so as to minimize the effects of any necessary reductions in power or cessation of operation required in connection with the need for Tower access for installation or maintenance purposes.

If Lessee's initial installation of its equipment requires Lessor to operate its radio station at low power, Lessee agrees to pay Lessor's expenses in connection therewith, not to exceed \$1,000.00. Additionally, each party agrees to reimburse the other party for any damage it causes to the other party's equipment. However, such damages shall be limited to those amounts required to repair or, if necessary, replace the damaged equipment. Neither party shall be liable in any event for consequential damages, including lost revenues or profits. Lessee shall install and maintain its equipment at Lessee's own cost and expense. Lessor must approve Lessee's installation plans in advance of installation. Lessee agrees that all installation will be done in a neat and workmanship-like manner in accordance with standards of good engineering practice and Lessor will permit Lessee to partition the Building, if possible, for the purpose of permitting Lessee to protect its equipment and to prevent unauthorized access, as required by FCC rules.

8. Lessor's Obligations. Lessor warrants that the Tower will be maintained in compliance with all requirements of the Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA"), including all lighting and painting requirements pertaining to the Tower. Lessor will provide a means for Lessee to verify proper lighting using Lessor's remote tower light sensor or by allowing Lessee to install equipment for this purpose. Lessor shall not be responsible for maintaining or repairing Lessee's equipment, but shall be responsible for any damage caused by Lessor to Lessee's equipment. Lessor will indemnify and hold Lessee harmless from any claims, lawsuits, penalties, fines or forfeitures relating to any violation of FCC or FAA requirements pertaining to the Tower.

9. Interference. Lessor shall have the right to rent space on its Tower to any other person or persons desiring to use such facilities, provided that no damage or interference is

caused to Lessee's equipment or operations thereby. Neither party shall knowingly or willfully cause interference of any kind whatsoever to the broadcasting or other communications activities of the other party or to other users on the Tower. Should Lessee's transmitter cause an intermodulation or similar problem to Lessor's transmitter, Lessee agrees to provide and install the filter or filters required to resolve this problem at Lessee's expense. Lessor will provide a complete list of frequencies in use at the site to Lessee upon request.

10. Tower Damage. In the event that the Tower is fully or partially destroyed or damaged by fire, lightning, wind storm, explosion, vandalism, civil disturbance, aircraft or by any other means beyond the control of either party hereto, either party may elect to terminate this Agreement without any further liability to the other party hereunder. If the Tower is fully or partially destroyed due to an intentional act or the negligence of either party hereto, the other party may terminate this Agreement and the party that was at fault shall be liable for any damage caused to the other party's equipment. Should it be necessary for Lessor to remove Lessee's antenna and interrupt Lessee's operations for any reason, Lessee shall be entitled to a pro rata refund of its prepaid rent for such time as Lessee is unable to conduct its normal operations as a result thereof. Under no circumstances shall either party be liable to the other for consequential damages, including lost revenues or profits.

11. Indemnification. Each party hereby agrees to indemnify and hold harmless the other from and against any and all claims, demands, suits, damages, actions, recoveries, judgments, costs and expenses in connection therewith, brought or obtained on account of the loss of life or property or on account of injury or damage to the person or property of such party or of any third person, due to or as a result of the intentional act or negligence of the

indemnifying party, including its agents and employees.

12. Insurance. Lessee shall procure and maintain comprehensive liability and property damage insurance covering its operations and activities on or in connection with the Leased Premises with a single limit of not less than \$1 million, naming Lessor as an additional insured, and shall furnish Lessor with a certificate evidencing such insurance.

13. Utilities. Lessee shall install at its own expense a submeter indicating power usage in kwh for Lessee's transmitter and equipment. Lessee shall pay for power consumed at the rate of 8.5 cents per kwh. Lessee shall pay the total cost of all installation charges and for all lessee's telephone and/or data circuits and the monthly charges for Lessee's telephone and/or data circuits during the term of this lease. Lessee shall deposit with Lessor as security for the payments set forth in this paragraph the sum of \$1,000.00.

14. Access to Premises. Lessee shall have a non-exclusive right to access to Lessor's transmitter building in accordance with the rules and regulations attached hereto and made a part hereof as Exhibit B. Lessor, however, shall not be required to maintain any means of access or rights-of-way on or to the Leased Premises including, but not limited to, the removal of snow and ice.

15. Condemnation. Should Lessor's property be condemned by eminent domain or other public authority, then this Agreement shall be terminated without any further liability on the part of either party hereto, and Lessor shall return Lessee's security deposit as well as the pro rata portion of any unused rent previously paid by Lessee. Either party shall have the right to make a claim for and receive a condemnation award based on its own damages and other expenses attributable to such condemnation.

16. Late Charges. Should Lessee fail to pay any part of the rent due hereunder within 30 days after the due date thereof, Lessee shall pay a late charge of five percent of the delinquent amount due in addition to the amount due.

17. Removal of Lessee's Equipment. Should this Agreement be terminated for any reason, lessee shall remove its antenna and equipment from the Tower and the Building at its own cost and expense and Lessee shall at that time return the coaxial cable renter from Lessor in the same condition as received, normal wear and tear excepted. Lessor will permit Lessee access to the Tower and Building for this limited purpose.

18. Lessee's Tower. Should Lessee at any time decide to construct its own tower or to have a tower constructed on its behalf or for Lessee's use, Lessor hereby agrees that it will not contest, oppose or campaign against such construction in any manner or in any court or forum, at the federal, state or local level, or through any media outlet. This provision shall survive termination of this Agreement. Notwithstanding the foregoing, Lessor will remain entitled to any remedies it has under this Agreement for breach of the Agreement by Lessee.

19. Assignment or Sublease. Lessor may assign or sub-lease its rights under this Agreement in whole or in part without notice to Lessee. Lessee may not assign or sublease its rights hereunder without the approval of Lessor, which approval shall not be unreasonably withheld. Should Lessee assign or transfer its broadcasting license to another entity pursuant to FCC approval, Lessor may cancel this Agreement upon 18 months notice to Lessee or its assignee/transferee. Lessor agrees that if it intends to provide such notice of cancellation, it will be provided within 30 days after receiving written notice from lessee of its intent to assign or transfer its broadcasting license to another entity. Notwithstanding the foregoing, lessee may

assign or sublease its rights under this Agreement to a person or entity under common control and ownership with Lessee without requiring the approval of Lessor.

20. Mortgages. This Agreement shall be subject to and subordinate at all times to the lien of the mortgages now or which at any time may be made a lien upon the Leased Premises. Lessee will execute and deliver such further instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages as shall be required by any mortgagee or proposed mortgagee.

21. Modifications. No modification of this Agreement shall be effective unless made in writing and signed by the authorized representatives of both parties hereto.

22. Waiver. No waiver of a breach of, or default under, any provision of this Agreement, or failure to enforce any right or privilege hereunder shall be deemed a waiver of such provision or of any other provision of this Agreement.

23. Governing Law. This lease shall be governed by and construed in accordance with the laws of the State of New York.

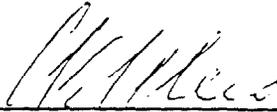
24. Prior Lease. The parties acknowledge that one of the terms of a certain Agreement between the Lessee herein and Highland Broadcasting, Inc. dated September 13, 1994, is the assumption by the Lessee herein of a certain tower lease agreement and any amendments thereto dated January 22, 1993.

Upon the assumption of said Highland Broadcasting, Inc. tower lease agreement by the Lessee herein, the parties hereto agree that the terms of this agreement shall supersede and replace the terms of said Highland Broadcasting Inc. tower lease agreement.



GUARANTY

*In consideration of the letting of the premises within mentioned to the Licensee within named, and the sum of One Dollar, to the undersigned in hand paid by the Licensee within named, the undersigned hereby guarantees to the Licensor and to the heirs, successors and/or assigns of the Licensor of the rent, within provided for, and the performance by the Licensee of all of the provisions of the within lease. Notice of all defaults is waived, and consent is hereby given to all extensions of time that any Licensor may grant.*

BY: 

STATE OF NEW YORK    )  
  ):ss  
COUNTY OF SULLIVAN    )

*On this            day of September, 1994, before me personally appeared  
to me known and known to me to be the individual described in and who executed the foregoing  
instrument, and duly acknowledged to me that he executed the same.*

**This Lease** made the \_\_\_\_\_ day of September 1994, between

MOUNTAIN BROADCASTING CORPORATION, P.O. BOX 150, LIBERTY, NEW YORK 12754  
hereinafter referred to as LANDLORD, and MONTICELLO MOUNTAINTOP BROADCASTING, INC.

hereinafter jointly, severally and collectively referred to as TENANT.

Witnesseth, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes from the Landlord a portion of a ground floor room on the south side of WVOS Studio being 10' x 10'. In the building known as WVOS STUDIO, OLD ROUTE 17, FERNDALE, NEW YORK 12734 to be used and occupied by the Tenant exclusively as a broadcasting studio and office

and for no other purpose, for a term to commence on September 1994, and to end on September 1995, unless sooner terminated as hereinafter provided, at the ANNUAL RENT of \$1,200.00

all payable in equal monthly installments in advance on the first day of each and every calendar month during said term, except the first instalment, which shall be paid upon the execution hereof.

**THE TENANT JOINTLY AND SEVERALLY COVENANTS:**

**FIRST.**—That the Tenant will pay the rent as above provided.

REPAIRS  
ORDINANCES AND VIOLATIONS  
ENTRY

**SECOND.**—That, throughout said term the Tenant will take good care of the demised premises, fixtures and appurtenances, and all alterations, additions and improvements to either; make all repairs in and about the same necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work; promptly pay the expense of such repairs; suffer no waste or injury; give prompt notice to the Landlord of any fire that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force (except those requiring structural alterations), applicable to the demised premises or to the Tenant's occupation thereof, of the Federal, State and Local Governments, and of each and every department, bureau and official thereof, and of the New York Board of Fire Underwriters; permit at all times during usual business hours, the Landlord and representatives of the Landlord to enter the demised premises for the purpose of inspection, and to exhibit them for purposes of sale or rental; suffer the Landlord to make repairs and improvements to all parts of the building, and to comply with all orders and requirements of governmental authority applicable to said building or to any occupation thereof; suffer the Landlord to erect, use, maintain, repair and replace pipes and conduits in the demised premises and to the floors above and below; forever indemnify and save harmless the Landlord for and against any and all liability, penalties, damages, expenses and judgments arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, or of the employees, guests, agents, assigns or under tenants of the Tenant and also for any matter or thing growing out of the occupation of the demised premises or of the streets, sidewalks or vaults adjacent thereto; permit, during the six months next prior to the expiration of the term the usual notice "To Let" to be placed and to remain unobscured in a conspicuous place upon the exterior of the demised premises; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property; and at the end of the term, to quit and surrender the demised premises with all alterations, additions and improvements in good order and condition.

INDEMNIFY LANDLORD

MOVING INJURY SURRENDER  
NEGATIVE COVENANTS

**THIRD.**—That the Tenant will not disfigure or deface any part of the building, or suffer the same to be done, except so far as may be necessary to affix such trade fixtures as are herein covenanted to by the Landlord; the Tenant will not obstruct, or permit the obstruction of the street or the sidewalk adjacent thereto; will not do anything, or suffer anything to be done upon the demised premises which will increase the rate of fire insurance upon the building or any of its contents, or be liable to cause structural injury to said building; will not permit the accumulation of waste or refuse matter, and will not, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage or transfer this lease, underlet the demised premises or any part thereof, permit the same or any part thereof to be occupied by anybody other than the Tenant and the Tenant's employees; make any alterations in the demised premises, use the demised premises or any part thereof for any purpose other than the one first above stipulated, or for any purpose deemed extra hazardous on account of fire risk, nor in violation of any law or ordinance. That the Tenant will not obstruct or permit the obstruction of the light, halls, stairway or entrances to the building, and will not erect or inscribe any sign, signals or advertisements unless and until the style and location thereof have been approved by the Landlord; and if any be erected or inscribed without such approval, the Landlord may remove the same. No water cooler, air conditioning unit or system or other apparatus shall be installed or used without the prior written consent of Landlord.

OBSTRUCTION SIGNS  
AIR CONDITIONING

**IT IS MUTUALLY COVENANTED AND AGREED, THAT**

FILE CLAUSE

**FOURTH.**—If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the cost of such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. But if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles" or any other cause beyond Landlord's control. If the demised premises are totally damaged or are rendered wholly untenable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Paragraph Twelve hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. If Tenant shall not be in default under this lease then, upon the termination of this lease under the conditions provided for in the sentence immediately preceding, Tenant's liability for rent shall cease as of the day following the casualty. Tenant hereby expressly waives the provisions of Section III of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof. If the damage or destruction be due to the fault or neglect of Tenant the debris shall be removed by, and at the expense of, Tenant.

SLIGHT DOMAINS

**FIFTH.**—If the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the term hereby granted shall cease from the time when possession of the part so taken shall be required for such public purpose and without apportionment of award, the Tenant hereby assigning to the Landlord all right and claim to any such award, the current rent, however, in such case to be apportioned.

IS NOT EFFICI

**SIXTH.**—If, before the commencement of the term, the Tenant be adjudicated a bankrupt, or make a "general assignment," or take the benefit of any insolvency act, or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Tenant shall default in the performance of any agreement by the Tenant contained in any other lease to the Tenant by the Landlord or by any corporation of which an officer of the Landlord is a Director, this lease shall thereby, at the option of the Landlord, be terminated and in that case, neither the Tenant nor anybody claiming under the Tenant shall be entitled to go into possession of the demised premises. If after the commencement of the term, any of the events mentioned above in this subdivision shall occur, or if Tenant shall not be in default in fulfilling any of the covenants of this lease, other than the covenants for the payment of rent or "additional rent," or if the demised premises become vacant or deserted, the Landlord may give to the Tenant ten days' notice of intention to end the term of this lease, and thereupon at the expiration of said ten days' (1) said condition which was the basis of said notice shall continue to exist; the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

DEFAULTS  
TEN DAY NOTICE

THE TENANT FURTHER COVENANTS:

IF A FIERY FLOOR TWENTY-SECOND.—If the demised premises or any part thereof consist of a store, or of a first floor, or of any part thereof, the Tenant will keep the sidewalk and curb in front thereof clean at all times and free from snow and ice, and will keep insured in favor of the Landlord, all plate glass therein and furnish the Landlord with policies of insurance covering the same.

INCREASED FIRE INSURANCE RATE TWENTY-THIRD.—If by reason of the conduct upon the demised premises of a business not herein permitted, or if by reason of the improper or careless conduct of any business upon or use of the demised premises, the fire insurance rate shall at any time be higher than it otherwise would be, then the Tenant will reimburse the Landlord an additional rent hereunder, in that part of all fire insurance premiums hereafter paid out by the Landlord which shall have been charged because of the conduct of such business not as permitted, or because of the improper or careless conduct of any business upon or use of the demised premises, and will make such reimbursement upon the first day of the month following such outlay by the Landlord; but this covenant shall not apply to a premium for any period beyond the expiration date of this lease, first above specified. In any action proceeding wherein the Landlord and Tenant are parties, a schedule of the amount of the additional rent hereunder shall be a part of the period of the respective charges, taking into account the period that each part of such area was occupied. Tenant agrees to pay an additional rent the Tenant's proportionate part, determined as aforesaid, of the sewer rent or charge imposed or assessed upon the building of which the premises are a part.

WATER RENT TWENTY-FOURTH.—If a separate water meter be installed for the demised premises, or any part thereof, the Tenant will keep the same in repair and pay the charges made by the municipality or water supply company for or in respect to the consumption of water, as and when bills therefor are rendered. If the demised premises, or any part thereof, be supplied with water through a meter which supplies other premises, the Tenant will pay to the Landlord, as and when bills are rendered therefor, the Tenant's proportionate part of all charges which the municipality or water supply company shall make for all water consumed through said meter, as indicated by said meter. Such proportionate part shall be fixed by apportioning the respective charges according to floor area against all of the rentable floor area in the building (exclusive of the basement) which shall have been occupied during the period of the respective charges, taking into account the period that each part of such area was occupied. Tenant agrees to pay an additional rent the Tenant's proportionate part, determined as aforesaid, of the sewer rent or charge imposed or assessed upon the building of which the premises are a part.

ELECTRIC CURRENT TWENTY-FIFTH.—That the Tenant will purchase from the Landlord, if the Landlord shall so desire, all electric current that the Tenant requires at the demised premises, and will pay the Landlord for the same, as the amount of consumption shall be indicated by the meter furnished therefor. The price for said current shall be the same as that charged for consumption similar to that of the Tenant by the company supplying electricity in the same community. Payments shall be due as and when bills are rendered. The Tenant shall comply with like rules, regulations and contract provisions as those prescribed by said company for consumption similar to that of the Tenant.

SPRINKLER SYSTEM TWENTY-SIXTH.—If there now is or shall be installed in said building a "sprinkler system" the Tenant agrees to keep it in repair and good working condition, and if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the State or local government requires or recommends that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of the Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or if such changes, modifications, alterations, additional sprinkler heads or other equipment in the demised premises are necessary to prevent the loss of a locality or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by the Exchange, or by any Fire Insurance Company, the Tenant will at the Tenant's own expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment. An additional rent hereunder the Tenant will pay to the Landlord, annually in advance, throughout the term of this lease, toward the contract price for sprinkler supervisory service.

SECURITY TWENTY-SEVENTH.—The sum of \$..... Dollars is deposited by the Tenant herein with the Landlord herein as security for the faithful performance of all the covenants and conditions of the lease by the said Tenant. If the Tenant faithfully performs all the covenants and conditions on his part to be performed, then the sum deposited shall be returned to said Tenant.

NUISANCE TWENTY-EIGHTH.—This lease is granted and accepted on the especially understood and agreed condition that the Tenant will conduct his business in such a manner, both as regards noise and kindred nuisances, as will in no wise interfere with, annoy or disturb any other tenants, in the conduct of their several businesses, or the Landlord in the management of the building; or peaceably of forfeiture of this lease and consequential damages.

MOBILES COMMISSIONS TWENTY-NINTH.—The Landlord hereby recognizes and agrees that if, as, and when the Tenant exercises option, if any, contained herein to renew this lease, or fails to exercise the option, if any, contained therein to cancel this lease, the Tenant will pay to said broker a further commission in accordance with the rules and commission rates of the Real Estate Board in the community. A sale, transfer, or other disposition of the Landlord's interest in said lease shall not operate to defeat the Landlord's obligation to pay the said commission to the said broker. The Tenant herein hereby represents to the Landlord and the said broker in the sale and only broker who negotiated and consummated this lease with the Tenant.

WINDOW CLEANING THIRTIETH.—The Tenant agrees that it will not require, permit, suffer, nor allow the cleaning of any window, or window in the demised premises from the outside (within the meaning of Section 202 of the Labor Law) unless the equipment and as devices required by law, ordinance, regulation or rule, including, without limitation, Section 202 of the New York Labor Law, provided and used, and unless the Tenant, or any supplemental rule of the Industrial Board of the State of New York are in compliance with the Tenant hereby agrees to indemnify the Landlord, Owner, Agent, Manager and/or Superintendent, in result of the Tenant's requiring, permitting, suffering, or allowing any window, or window in the demised premises to be cleaned from the outside in violation of the requirements of the aforesaid laws, ordinances, regulations and/or rules.

VALIDITY THIRTY-FIRST.—The invalidity or unenforceability of any provision of this lease shall in no way affect the validity or enforceability of any other provision hereof.

EXECUTION & DELIVERY OF LEASE THIRTY-SECOND.—In order to avoid delay, this lease has been prepared and submitted to the Tenant for signature with understanding that it shall not bind the Landlord unless and until it is assented and delivered by the Landlord.

EXTERIOR OF PREMISES THIRTY-THIRD.—The Tenant will keep clean and polished all metal, trim, marble and stonework which are a part of the exterior of the premises, using such materials and methods as the Landlord may direct, and if the Tenant shall fail to comply with the provisions of this paragraph, the Landlord may cause such work to be done at the expense of the Tenant.

PLATE GLASS THIRTY-FOURTH.—The Landlord shall replace at the expense of the Tenant any and all broken glass in the skylights, and windows in and about the demised premises. The Landlord may insure and keep insured all plate glass in the skylights, door walls in the demised premises, for and in the name of the Landlord and bills for the premiums therefor shall be rendered by the Landlord to the Tenant at such times as the Landlord may elect, and shall be due from and payable by the Tenant when read and the amount thereof shall be deemed to be, and shall be paid as, additional rent.

WAR EMERGENCY THIRTY-FIFTH.—This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed making any repairs, alterations, alterations or decorations or is unable to supply or is delayed in supplying any equipment or material hereunder is prevented or delayed from so doing by reason of governmental action in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been affected by war or other emergency.

THE LANDLORD COVENANTS

QUIET POSSESSION FIRST.—That if and so long as the Tenant pays the rent and "additional rent" reserved hereby, and performs and obe the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this lease, and to the mortgages above mentioned, provided however, that this covenant shall be conditioned upon the retention of the premises by Landlord.

ELEVATOR SECOND.—

HEAT THIRD.—

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the Landlord and Tenant have respectively signed and sealed these presents the day first above written.

MOUNTAIN BROADCASTING CORPORATION  
[Signature]  
[Title]

IN PRESENCE OF:  
MORTICELLO MOUNTAINTOP BROADCASTING, INC.  
[Signature]  
[Title]



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SECURED NOTE

\$80,000

October 17, 1994

For value receive, the undersigned, Monticello Mountaintop Broadcasting, Inc., ("Maker"), a New York corporation, promises to pay to the order of Larry Fishman ("Payee"), the principal amount of Eighty Thousand and 00/100 Dollars (\$80,000), in lawful money of the United States of America, as follows:

1. Interest shall accrue on the unpaid balance due under this Secured Note at the annual rate of 8%.
2. Principal and interest shall be paid in twenty-four equal monthly installments of \$3,618.18 each, with the first monthly payment to be made one month from the date hereof and successive payments at one month intervals thereafter.
3. Maker shall have the right to prepay all or any portion of this Secured Note at any time or from time to time without premium or penalties, provided, however, that any amounts received shall be applied first to the repayment of any accrued but unpaid interest hereon and second to the reduction of the outstanding principal balance hereof. In the event of any partial repayment, the monthly payments due on the remaining balance of this Secured Note shall be recalculated.

4. This Secured Note is secured by a security interest held by Payee as provided for in a Security Agreement between Maker and Payee of even date herewith.

5. Maker shall be deemed to be in default under this Secured Note upon the occurrence of one or more of the following acts or omissions:

- (i) Maker defaults in any payment due under this Secured Note.
- (ii) The dissolution or liquidation of Maker.
- (iii) A petition of bankruptcy is filed for or against Maker and remains pending for a period of sixty (60) days after the date of filing thereof.
- (iv) Maker should become insolvent, as defined in the Uniform Commercial Code as currently in effect in the State of New York.
- (v) A receiver is appointed for the property or assets of Maker.
- (vi) One or more judgments against Maker or attachments against its property, which in the aggregate interfere materially and adversely with the conduct of the business of Maker, remains unpaid, unstayed, on appeal, undischarged, unbonded, or undismissed for a period of thirty (30) days.

Each of the foregoing is hereinafter referred to as an "Event of Default." Should any Event of Default continue for a period of ten (10) business days after receipt of written notice thereof

from Payee to Maker and be continuing, the principal of this Secured Note and any interest accrued hereon shall become due and payable immediately upon receipt of written notice from Payee to Maker and (i) Maker agrees to pay all expenses of Payee of collection of this Secured Note, including reasonable attorneys' fees and legal expenses, (ii) Payee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code as may be in effect in the State of New York or otherwise available to it, and (iii) Payee may, without demand or notice of any kind, appropriate and apply toward the payment of this Secured Note, and in such order of application as Payee may from time to time elect, any monies of Maker held by Payee. No delay on the part of Payee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Payee of any right or remedy shall preclude other or further exercises thereof or the exercise of any other right or remedy.

6. Payment due under this Secured Note shall be remitted to Payee at MARITIME PALACE BRONX NY or to such other address as designated by Payee in writing from time to time.

7. This Secured Note shall be deemed to have been made under, and the rights and obligations of the parties hereto shall be construed as to both validity and performance and enforced in accordance with and governed by, the laws of the State of New York.

8. This Secured Note is not negotiable by Payee, and may be assigned only with the consent of Maker, which consent shall not be unreasonably withheld.

9. Maker waives presentment, protest, notice of nonpayment, protest or dishonor and any other notice with respect to this Secured Note to the extent allowed by law. Maker hereby waives the benefit of every statute conferring upon it any right or privilege of exemption, stay of execution or other relief from the enforcement of a judgment. Maker hereby, jointly and severally, irrevocably authorizes any attorney of any court of record to appear for it, in such court in term time or vacation, and confess a judgment without process against it, in favor of Payee for all principal and interest amounts due and payable on this Secured Note, together with costs of collection, including reasonable attorneys' fees and legal expenses, and to waive all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

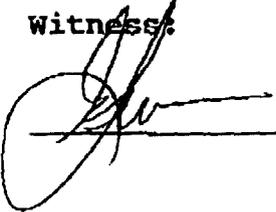
10. Any provision of this Secured Note that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the

remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Secured Note invalid, illegal or unenforceable in any other jurisdiction.

MAKER:

MONTICELLO MOUNTAINTOP  
BROADCASTING, INC.

Witness:

  
\_\_\_\_\_

By:

  
\_\_\_\_\_

President

5/

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
CONCERNING LEASE**

This Assignment and Assumption Agreement (this "Agreement") is made and entered into this 15 day of October, 1994 by and between LARRY FISHMAN ("Assignor") and MONTICELLO MOUNTAINTOP BROADCASTING, INC., a New York corporation ("Assignee").

**RECITALS**

1. Assignor, as Seller, and Assignee, as Purchaser, have entered into an Asset Purchase Agreement, dated July 22, 1994 (the "Purchase Agreement"), defined terms set forth herein being used as therein defined, that provides for the purchase by Assignee of the FCC Authorization and Assets referred to in the Purchase Agreement; and

2. Pursuant to the Purchase Agreement, Assignor is to assign, and Assignee is to assume, the rights and obligations under the Tower Lease.

3. The Lessor under the Tower Lease, Mountain Broadcasting Corporation, has consented to the assignment of the Tower Lease to Assignee by a letter from Eugene H. Blabey to Assignor, dated June 22, 1994.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Pursuant to Section 15.3 of the Purchase Agreement, Assignor assigns its rights and obligations under the Tower Lease to Assignee.

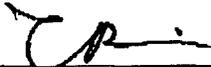
2. Assignee assumes all the rights and obligations under the Tower Lease.

3. Assignee shall use its best efforts to secure a release of Assignor's obligations under Assignor's Guaranty of obligations under the Tower Lease, dated January 22, 1993.

4. Notwithstanding subparagraph 3 above, Assignee agrees to indemnify, defend, and hold harmless Assignor from and against any and all damages, costs, obligations, and liabilities arising under Assignor's Guaranty under the Tower Lease, in accordance with the indemnification procedures set forth in Section 17.3 of the Purchase Agreement.

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

**ASSIGNOR:**

  
\_\_\_\_\_  
**LARRY FISHMAN**

**ASSIGNEE:**

**MONTICELLO MOUNTAIN TOP  
BROADCASTING, INC.**

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

Wesley R. Weis  
President



JURISDICTION: \_\_\_\_\_

Before me, the undersigned authority, personally appeared Eugene H. Blabey, who, after being duly sworn states that he has read the foregoing deposition transcript, and states that he wishes to make the following changes or corrections to this transcript for the following reasons:

| PAGE | LINE | CHANGE  | REASON FOR CHANGE |
|------|------|---|-------------------|
| 32   | 3    | <del>PEOPLE WHO MAKE A DIFFERENCE</del><br>* SHOULD READ: PEOPLE WHO MAKE A DIFFERENCE<br>(INSERTING WORD "WHO") TO CORRECT DELETION                    |                   |
| 47   | 2    | <del>HE SAID, "YOU TOLD THEM WE DIDN'T HAVE A REMOTE UNIT?"</del><br>SHOULD READ: HE SAID, "YOU TOLD THEM WE DIDN'T HAVE A REMOTE UNIT?" (INSERTING QUO |                   |
| 55   | 3    | <del>BRIDGEVILLE (INSTEAD OF RIDGEVILLE)</del><br>BRIDGEVILLE (INSTEAD OF RIDGEVILLE)   |                   |
| 56   | 23   | <del>BRIDGEVILLE (INSTEAD OF RIDGEVILLE)</del><br>BRIDGEVILLE (INSTEAD OF RIDGEVILLE)   |                   |
| 55   | 7    | <del>"BROADCASTING"</del><br>"BROADCASTING" SHOULD BE CAPITALIZED<br>"SINCE THIS THE NAME OF A PUBLIC"  |                   |
| 62   | 4-5  | <del>HE SAID, "WHERE IS THE REMOTE CONTROL UNIT?"</del><br>SHOULD READ: ... HE SAID, "WHERE IS THE REMOTE CONTROL UNIT?" (SHOWING THAT THIS WAS A QUE   |                   |
| 69   | 18   | <del>"69(d)"</del><br>(THIS IS A TYPO, ELIMINATE "69(d)") START ANSWER: THEY NEVER ASK  |                   |
| 93   | 6    | <del>"ALLENU"</del><br>SHOULD READ ELLENUVILLE, (INSTEAD OF "ALLENU   |                   |
|      | 20   | <del>"PERTINEN"</del><br>SHOULD READ: WHO ARE PREGNANT (INSTEAD OF "PERTINEN  |                   |
| 105  | 13   | <del>"ANY ROAD IN SULLIVAN COUNTY (INS OF SULLIVAN ROAD)"</del><br>SHOULD READ: ... ANY ROAD IN SULLIVAN COUNTY (INS OF SULLIVAN ROAD) CORRECTING TYPO  |                   |

The witness states that the deposition transcript, pages 1 through 112, is otherwise true and accurate.

Eugene H. Blabey  
EUGENE H. BLABEY

Subscribed and sworn to before me this 19 day of August, A.D. 1997.

Mary Ellen Early  
Notary Public

Federal Communications Commission  
Docket No. 97-122 Exhibit No. MMBT  
Presented by MMBT

My Commission Expires: January 31, 1999

MAHY ELLEN EARLY  
Notary Public in the State of New York  
Delaware County #4773074  
My Commission Expires ~~Mar 30 1999~~ JAN 31

Disposition: Identified   
Received   
Rejected   
\* SKIPPED \*

1 mailing address is Box 92, Forestburgh, and I guess that  
2 pretty well completes my address.

3 Q Just a couple of preliminaries. Are you the  
4 licensee of WVO5 AM and FM?

5 A The licensee is Mountain Broadcasting. I am the  
6 principal. My wife and I are the principal owners of  
7 Mountain Broadcasting Corporation.

8 Q Do you have any other broadcast interests?

9 A Not at this time.

10 Q And you are also the general manager of WJUX FM,  
11 which for purposes of our proceeding today we will refer to  
12 the Monticello station formerly known as WXTM?

13 A Yes.

14 Q You are the general manager?

15 A Yes.

16 Q And you are also an employee of WJUX?

17 A I am a consultant.

18 Q A consultant of WJUX, but you are also the general  
19 manager?

20 A I am the general manager.

21 Q Please describe, if you can, your duties as  
22 general manager of WJUX.

23 A I think they're described in the paper which I  
24 gave you which is my contract with Wes Weis, which says that  
25 I will be available to deal with management matters on a

1 normal business hour basis as they come up.

2 Q And I presume you do that?

3 A Yes.

4 Q How often do these matters come up?

5 A On a daily basis maybe once a day. Sometimes  
6 twice a day.

7 Answering the phone, going through the mail,  
8 dealing with an inquiry, dealing with phone calls or faxes  
9 from Wes Weis, representing the station in community groups.  
10 It's not an onerous job, but it's not -- it doesn't take a  
11 lot of time.

12 Q How much time do you think it takes?

13 A It depends on the issue. Last week we had a  
14 contractor -- in fact, they're there today -- building some  
15 studio quarters for WJUX, which will be separate from the  
16 ones I have been leasing.

17 That took a fair amount of time. I had to talk  
18 with several contractors, get bids, engage one with Wes'  
19 permission. He's there right now. I would be there right  
20 now if I were not here.

21 Q Is there what is also the WVOS main studio?

22 A That is correct.

23 Q The addition that is being put on, is that being  
24 put on for your entity?

25 A No. That is being put on and paid for by

1 take over, and I will settle for any other word, that space  
2 once JUX moves into their new space?

3 A That is correct.

4 Q Are you the general manager of WVOS also?

5 A Yes.

6 Q Do you perform a similar function as general  
7 manager for WVOS that you perform for WJUX?

8 A That is correct.

9 MS. SCHMELTZER: The record may be a little  
10 unclear on that. You may just want to --

11 THE WITNESS: Okay. In the sense that I own WVOS  
12 and I have payroll signing and check signing authority and I  
13 have the ultimate financial responsibility for the station,  
14 yes.

15 My duties at WVOS are broader than the duties at  
16 WJUX. I have no financial check signing authority or  
17 contracting authority for Monticello Mountaintop  
18 Broadcasting.

19 BY MR. ARONOWITZ:

20 Q In terms of, and I do not even know if I can ask  
21 this question the right way. If I cannot, I cannot. Do not  
22 answer it. In terms of the function of a general manager,  
23 as opposed to an owner, is there a difference in your mind?

24 A Yes.

25 Q I do not want to lead you too much. I would say