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BEFORE THE

Federal Communications Commission

WASHINGTON, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Applications of) MM DOCKET NO. 92-92
))
NORMANDY BROADCASTING CORP.) BRH-910129UR
))
For Renewal of License of)
Station WYLR(FM), Glens)
Falls, New York)
))
LAWRENCE N. BRANDT) BPH-910430MB
))
))
For Construction Permit for)
New FM Station, 95.9 MHz,)
Glens Falls, New York)
))

TO: The Commission

JOINT REQUEST FOR APPROVAL OF AGREEMENT

Normandy Broadcasting Corporation ("Normandy") and Lawrence E. Brandt ("Brandt") (jointly, "Petitioners"), hereby petition the Commission for approval of the attached Settlement Agreement which contemplates the dismissal of Brandt's construction permit application for a new FM station on 95.9 MHz, Glens Falls, New York, and the grant of Normandy's renewal application for FM station WCQL¹, Glens Falls, New York (hereinafter referred to as "the Station"), and the grant of the concurrently filed application seeking authority to assign both the Station and Normandy's

¹. At Normandy's request, FM station WYLR changed its call sign to WCQL effective November 21, 1997.

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standard broadcast station WWSC to Entertronics, Inc. ("Entertronics"). In support of their request, the Petitioners show and state as follows:

1. This request concerns Normandy's and Brandt's mutually exclusive applications for the Station. After a hearing, Normandy was disqualified and Brandt's construction permit application was granted, see Initial Decision, 8 FCC Rcd 1 (1992). Both Normandy and the Mass Media Bureau filed exceptions urging the reversal of the Initial Decision and the renewal of the Station's license. The Review Board The case was referred to a Settlement Judge, see Public Notice, 9 FCC Rcd 1055 (1994). In a Memorandum Opinion and Order, FCC 96R-5 (Rev. Bd., released March 21, 1996), the Review Board stated that it had referred the case to a Settlement Judge after tentatively voting not to affirm the Initial Decision's disqualification of Normandy. The exceptions to the Initial Decision now pend awaiting Commission action.

2. Not only does the Commission face a difficult decision in determining if Normandy is qualified, but also, if Normandy is qualified, as Normandy and the Mass Media Bureau contend and the Review Board tentatively concluded, then what weight to give Normandy's broadcast record in a comparative proceeding. Since this case involves one of the very few cases which involve a comparative renewal proceeding and an analysis of the Commission's comparative renewal criteria, neither party has much hope that the Commission will reach a quick decision in this application proceeding.

3. Another party, Entertronics, has an interest in this proceeding by virtue of its existing Time Brokerage and Asset Purchase Agreement with Normandy (see Exhibit A), which provides, in pertinent part, that Normandy has a contractual obligation to assign both WWSC(AM) and WCQL(FM) (hereinafter referred to as the "Stations") to Entertronics if Lynch's renewal application for the Station is granted. Entertronics is the licensee of FM station WCKM, Lake George, New York (see Exhibit B). Not only is Entertronics a qualified local broadcaster with a knowledge of the service area, its managing principal, David Covey, has a 33 year history of broadcast service to the Glens Falls community, most of which was spent working at WWSC. Entertronics, and Mr. Covey, would bring both a sterling service record and a deep knowledge of the community to the management and operation of the Stations. Indeed, the assignments sought here would have little impact on the public, since Entertronics already provides programming on the Stations pursuant to a Local Marketing Agreement (see Exhibit A).

3. The Petitioners have negotiated and entered into an Settlement Agreement (Exhibit C) which amicably settles the differences between the applicants. The Settlement Agreement requests, in pertinent part, that: the Settlement Agreement be approved; Brandt's application be dismissed; Normandy's renewal application for WCQL be granted; and, the concurrently filed applications to assign the Stations from Normandy to Entertronics will be granted. Under the Settlement Agreement Brandt will be

paid \$137,500 in return for the dismissal of his application upon finality of a Commission order (or orders) which dismiss Brandt's application, grant Normandy's renewal applications for WYLR, and grants the assignment applications to Entertronics.

4. The applicants are aware that a Motion to Reopen the Record and Remand (the "Motion") filed by Brandt still awaits Commission action. The parties request that no action be taken with respect to the Motion until the Commission acts on this Joint Request for Approval of Agreement.

5. Since the proffered Settlement Agreement is filed within six months of the date of the passage of the Balanced Budget Act of 1997, Public Law 10533 (August 5, 1997) (the "Act"), payments made to a dismissing applicant as part of a Settlement Agreement need not be limited to the applicant's legitimate and prudent expenses, and no such showing is made here. Because of the passage of the Act, the proffered Settlement Agreement complies with Commission rules.

6. Prompt approval of this Settlement Agreement is in the public interest since it will put an end to a hard fought and contentious proceeding which has absorbed a large amount of the Commission's increasingly scarce legal and administrative resources. Indeed, as noted above, a Motion to Reopen the Record and Remand, filed by Brandt, still pends. Moreover, because of the questions concerning the comparative aspects of this case which are shared by few other applicants, there is little likelihood that the mutually exclusive applications will be resolved quickly. The

public interest will be served by removing the legal cloud which has hovered over the WCQL license for seven years now, an uncertainty which surely has diminished the licensee's ability to invest in new programming or technology which would serve the public interest. An end to this proceeding also ends the steady drain on the licensee's and the Commission's resources that could be put to more productive uses. Finally, the attached Settlement Agreement contemplates that the Commission approve the concurrently filed assignment applications which would result in the Stations being operated by a well-financed and well-regarded local broadcaster with many years of experience in the market. Clearly, a new and experienced local broadcaster is in a better position to serve the public interest than a licensee exhausted by seven years of administrative proceedings and their concomitant uncertainty.

7. Entertronics is, in essence, a "White Knight" in this proceeding, whose presence permits the Commission to settle a contentious and difficult proceeding and offers a fresh start with the effected Stations. As shown by its assignment applications filed concurrently herewith, and the Verified Statement in Exhibit B, Entertronics is imminently qualified to be a Commission licensee. Indeed, in Edward and Pamela J. Levine, FCC 97I-41 (released December 29, 1997) the Commission determined that the public interest was better served awarding the authorization to a new party as part of a global settlement that settled a long pending contested application proceeding. The public interest is likewise better served here in permitting a new and well-qualified

"white knight" to assist the litigating parties to end a contentious proceeding that they would have difficulty settling without the assistance of a new party.

WHEREFORE, the premises considered, it is respectfully requested that: the instant Petition be granted; the Settlement Agreement submitted herewith be approved; the application for a construction permit submitted by Brandt be dismissed with prejudice; the application for the renewal of the WYLR license be granted; and, the applications to assign the Stations from Normandy to Entertronics be expeditiously granted.

Respectfully submitted,

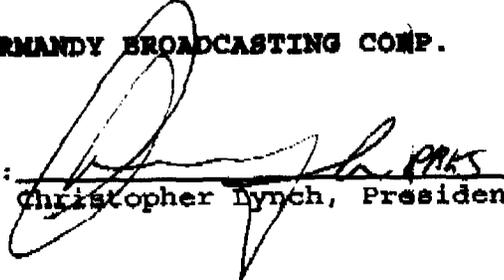
LAWRENCE N. BRANDT

By: 

David Tillotson
His Attorney

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NORMANDY BROADCASTING COMP.

By: 

Christopher Lynch, President

EXHIBIT A

TIME BROKERAGE AND ASSET PURCHASE AGREEMENT

TIME BROKERAGE AND ASSET PURCHASE AGREEMENT

This Time Brokerage and Asset Purchase Agreement ("Agreement") is entered on this 30th day of October, 1997, by and between Normandy Broadcasting Corp.

("Licensee"), the present licensee of radio stations WWSC(AM) and WYLR(FM), Glens Falls, New York (the "Stations"), and Entertronics, Inc. ("Broker").

WHEREAS, Licensee is engaged in the business of radio broadcasting on the Stations pursuant to licenses issued by the Federal Communications Commission (the "FCC" or the "Commission") and has available broadcasting time on the Stations; and

WHEREAS, Broker desires to avail itself of Stations' broadcast time for the presentation of programming service, including the sale of advertising time and spots; and

WHEREAS, Licensee desires to sell to Broker and Broker agrees to purchase from Licensee certain assets used in the operation of the Stations, including but not limited to the licenses for the Stations issued by the FCC, upon certain terms and conditions, including the prior approval of the Commission; and

WHEREAS, the 1991 license renewal application of Station WYLR(FM) (BRH-910129UR) was denied in the Initial Decision of Administrative Law Judge Richard L. Sippel (FCC 92D-72, released December 10, 1992), and an appeal of that decision is presently pending before the Commission, and the 1991 license renewal application of Station WWSC(AM) (BR-910129UO) is currently

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pending before the Commission;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, have agreed as follows:

1. Facilities. Licensee agrees to make broadcasting transmission facilities of the Stations available to Broker and to broadcast on the Stations, or cause to be broadcast, Broker's programs which may originate from Broker's studios, the Licensee's studios, or elsewhere. The compensation to be paid to Licensee for the programs shall be as set forth in Attachment I hereto. Broker and Licensee represent to each other that they have, and will have throughout the term of this Agreement, the capability of transmitting either by STL or phone lines from their respective broadcast and transmission studios. Broker, however, is responsible for providing the programming to the Stations, and for any costs incident to the provision of such programming to the Stations.

2. Time Purchased.

2.1. Broker Purchased Time. Broker has the right to provide Licensee as many hours per week of programming as it wishes, less time devoted to repairs and maintenance as set forth in Section 6.1 below, and less up to six hours per week which the Licensee may use to broadcast programming responsive to the problems, needs and interests of the community of license and the Stations' service area (hereinafter "Licensee Programming").

2.2. Licensee Programming. Licensee Programming shall be produced by the Licensee and shall be broadcast on Sundays between the hours of 7:00 a.m. to 9:00 a.m. and 7:00 p.m. to 11:00 p.m., unless otherwise agreed by the parties. Licensee may sell spots during Licensee Programming or seek sponsorships for such programs. Licensee must provide Broker with at least two weeks written notice of its intent to broadcast Licensee Programming.

2.3. Broadcast Schedule. At least one week prior to the commencement of each calendar month Broker shall provide Licensee with a schedule showing when the Broker intends to broadcast programming, and shall expeditiously give Licensee notice of any changes in Broker's broadcast schedule.

3. Payments. Broker hereby agrees to pay Licensee for the broadcast of programs hereunder the amounts specified in Attachment I on a monthly basis. Payments for programs are due and payable in full five (5) days following the end of the preceding calendar month. The failure of Licensee to demand or insist upon prompt payment in accordance herewith shall not constitute a waiver of its right to do so. Broker shall receive a payment credit for any programming produced by it and not broadcast by either or both of the Stations, such credit to be determined by multiplying the total monthly payment due by the ration of the amount of time preempted or not accepted to the total number of broadcast hours made available for broadcast by Broker each month. In making such calculations, it shall be assumed that the monthly payment attributed to WWSC shall be

fifty percent (50%) of the total specified in Attachment I and that the monthly payment for WYLR shall be the remaining fifty percent (50%) of said amount.

4. Term. The term of this Agreement shall commence on the Effective Date as provided in Section 32, below, and shall run for a period of seven (7) years from the effective date of this Agreement as hereinafter specified, unless terminated by one of the parties as provided herein and except, however, that this Agreement shall automatically terminate upon the consummation of any assignment of the Commission licenses for the Stations from the Licensee to the Broker as contemplated under section 22, below, or a Final Order, as defined by FCC rules, which denies the license renewal application of WYLR(FM) or WWSC(AM).

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

6. The Stations Facilities.

6.1. Operation of Stations. The Stations operate in accordance with the authorizations issued to the Licensee by the Commission, with an effective radiated power of 1.0 kilowatt

for WWSC, and an effective radiated power of 3,000 watts for WYLR, and will do so throughout the term of this Agreement. From time-to-time the Stations may cease operating for maintenance and repair. Any such maintenance work affecting the operation of the Stations at full power, unless they be of an emergency nature, shall be scheduled upon at least forty-eight (48) hours notice with the agreement of the Broker, with such agreement not to be unreasonably withheld.

6.2 Interruption of normal operations. if WWSC and/or WYLR suffer loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of either station to operate with its maximum authorized facilities, licensee shall immediately notify Broker, and shall undertake, at its sole expense (unless the loss or damage is caused by the negligence or malfeasance of the Broker), to effect such repairs as necessary to restore the full-time operation of the affected station (s) with its maximum authorized facilities as soon as practicably possible.

7. Handling of Mail. Except as required to comply with Commission rules and policies, including those regarding the maintenance of the public file (which shall at all times remain the responsibility of Licensee), Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with programs broadcast hereunder unless Licensee

at the request of Broker has agreed in writing to do so.

8. **Programming and Operations Standards.** Broker agrees to abide by the standards set forth in Attachment II in its programming and operations. Broker further agrees that if, in the sole judgement of Licensee or the Stations' General Manager, Broker does not comply with said standards, Licensee may suspend or cancel any program not in compliance.

9. **Programs Broadcast In Their Entirety.** Licensee agrees to broadcast Broker's programming in its entirety without any editing, delay, addition, alteration or deletion, including, without limitation, all network identifications; all promotional material; all copyright notices; all credits and billings; and any other proprietary material of any kind or nature therein.

10. **Responsibility for Employees and Expenses.**

10.1 **Licensee Expenses.** Broker shall employ and be responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of its programming (including salespeople, traffic personnel, board operators and programming staff). Licensee will provide and be responsible for the personnel necessary for the over-all control of the Stations and the production and broadcast transmission of the Licensee's programs (specifically including, without limitation, the Station General Manager and Chief Engineer), and will be responsible for the salaries, taxes, insurance and related costs for all the Stations' personnel used in the broadcast transmission of Broker's programs. Whenever on the Station's premises, all

personnel shall be subject to the supervision and the direction of Licensee's General Manager and/or Chief Engineer. Licensee shall be responsible for the payment of its income taxes, all property taxes on assets used in the operation of the Stations, ~~slander/defamation insurance~~, all payments for studio and/or antenna site rent, all payments to music licensing societies or associations of any kind relating to the broadcast of programming on the Stations, ~~damage insurance on all assets of the Stations~~ all Commission regulatory fees, fines, and assessments, and utilities of all kinds, and any other necessary and customary expenses involved in operating a radio station.

(Handwritten initials)

(Handwritten initials)

10.2 Notice to Broker. Each month Licensee shall provide Broker with written evidence that Licensee has timely paid its employees and all other necessary and customary expenses referred to in Section 10.1 above within 15 days of the date such payments are due.

11. Stations Operation Shall Comply With FCC Rules.

Licensee shall ensure that the operation of the Stations shall comply with all applicable FCC rules and regulations, including but not limited to the main studio rule, rules concerning programming, and rules concerning the maintenance of the public file. Licensee shall employ an adequate staff to operate the Stations in accordance with all FCC rules and regulations on their present 24 hour per day schedule.

12. Advertising and Programming Revenues. Broker shall retain all revenues for the sale of advertising time and/or program time on or for the programs it delivers to the Stations and may sell such advertising in combination with the sale of advertising on by any other broadcasting stations of its choosing.

13. Operation of Stations. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Stations during the period of this Agreement. Licensee shall provide and pay for the General Manager and Chief Engineer for the Stations, who shall report solely to and be accountable solely to Licensee and who shall direct day-to-day operation of the Stations. Licensee shall retain control, to be reasonably exercised, over the policies, programming and operations of the Stations, including, without limitation, the right to decide whether to accept or reject any programming or advertisements for noncompliance with the standards set forth in Attachment II, the right to reject any program which Licensee reasonably believes in unsuitable or contrary to the public interest, the right to preempt any programs in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest than programming offered by the Broker, and the right to take any other actions necessary for compliance with the laws of the United States; the State of New York; the rules, regulations, and policies of the Commission (including the prohibition on unauthorized transfers of control); and the rules, regulations and policies of other

federal governmental authorities, including the Federal Trade Commission and the Department of Justice. Licensee shall promptly notify Broker by telephone if any Broker program is rejected or preempted. Licensee shall at all times be solely responsible for ascertaining community problems, needs and interests, for meeting all of the Commission's requirements with respect to presentation of local public service programming, for maintaining the political and public inspection files and the Stations' log, and for the preparation of the Stations' programs/issues lists. Broker shall, upon request of the Licensee, provide Licensee with information with respect to such of Broker's programs which are responsive to community problems, needs and interests so as to assist Licensee in the preparation of the required programs/issues reports, and will provide upon request other information to enable Licensee to prepare other records, reports and logs required by the Commission or other local, state or federal governmental agencies. Licensee shall be solely responsible for reviewing and processing all requests for political advertising and for complying with the Commission's regulations regarding political broadcasts.

14. Special Events. Licensee reserves the right, in its discretion, to preempt any of the broadcasts of the programs referred to herein, and to use part or all of the time contracted for herein by Broker for the broadcast of events of special importance. In all such cases, Licensee will use its best efforts to give Broker prompt telephonic notice of its intention to preempt such broadcast or broadcasts, and, in the event of

such preemption, Broker shall receive a payment credit for the broadcasts so omitted.

15. Force Majeure. Any failure or impairment of the Stations' facilities or any delay or interruption in broadcasting programs, or the failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes, or threats thereof, force majeure, or to causes beyond the control of Licensee, shall not constitute a breach of this Agreement, and Licensee will not be liable to Broker, except to the extent of allowing in each such case an appropriate payment credit for time not provided or broadcasts not carried based upon a pro rata adjustment to amount due as specified in Section 3, calculated upon the length of time during which the failure or impairment exists or continues.

16. Right to Use the Programs. The right to use the programs produced by Broker and to authorize their use in any manner and in any media whatsoever shall be, and remain, vested solely in Broker.

17. Payola. Broker agrees that it will not accept any compensation or any kind of gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, materials, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance

with Commission requirements. Broker agrees annually, or more frequently upon the request of Licensee, to execute and provide Licensee with a Payola Affidavit, substantially in the form attached hereto as Attachment III.

18. Compliance with Law. Broker agrees that, throughout the term of this Agreement, Broker will comply with all laws and regulations applicable in the conduct of Licensee's business including those of the Commission, and Broker acknowledges that Licensee has not urged, counseled, or advised the use of any unfair business practice.

19. Indemnification; Warranty. Broker will indemnify and hold Licensee harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trade marks, trade names, or program titles, violations of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of programming furnished by Broker. Further, Broker warrants that the broadcasting of its programs will not violate any rights of others and Broker agrees to hold Licensee, the Stations, and their respective officers, directors, agents, shareholders, employees, subsidiaries, harmless from any and all claims, damages, liability, costs and expenses, including reasonable attorneys' fees, arising from the broadcasting of such programs. Licensee reserves the right to refuse to broadcast any and all programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third-party claims to be, violative of any right of theirs or which may constitute a personal attack as the term is and has been defined by the

Commission. Brokers obligation to hold Licensee harmless against the liabilities specified above shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.

20. Events of Default; Cure Periods and Remedies.

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

20.1.1. Non-Payment. Broker's failure to timely pay the consideration provided for in Section 3 hereof;

20.1.2. Default in Covenants or Adverse Legal Action. The default by either party hereto in the material observance or performance of any material covenant, condition or agreement contained herein, or if either party shall (a) make a general assignment for the benefit of creditors, (b) files or has filed against it a petition for bankruptcy, for reorganization or an arrangement, 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 or discharged within 60 days thereof; or

20.1.3. Breach of Representation. If any material representation or warranty herein made by either party hereto, or in any certificate or document furnished by either party to other pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished.

20.1.4. Payment Failure. Licensee's failure to pay necessary Stations expenses set forth in Section 10 above.

20.2. Cure Periods. An Event of Default shall not be deemed to have occurred until twenty (20) business days after the party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default and specifying the actions necessary to cure within such period. This period may be extended for twenty (20) additional business days if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the other party.

20.3. Termination Upon Default. In the Event of the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement provided that its is not also in material default hereunder. If Broker has defaulted in the performance of its obligations, Licensee shall be under no further obligation to make available to Broker any further broadcast time or broadcast transmission facilities and all amounts accrued or payable to Licensee up to the date of termination which have not been paid, less any payments made on behalf of Licensee by Broker and any payment credits, shall immediately become due and payable. If Licensee defaults in the performance of its obligations hereunder, Broker may seek to have this Agreement specifically enforced by a court of competent jurisdiction, and Licensee will not object to such relief the parties agreeing that Broker's rights under this Agreement are unique, and that monetary damages would not adequately compensate

Broker for its damages.

20.4. Liabilities Upon Termination. Broker shall be responsible for all liabilities, debts and obligations of Broker accrued from the purchase of air time and transmission facilities including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for Licensee's federal, state, and local tax liabilities associated with Broker's payments to Licensee as provided for herein. With respect to Broker's remaining obligations, if any, for consideration in the form of air time following the effective date of termination, Broker may propose compensation to Licensee for meeting those obligations, but Licensee shall be under no duty to accept such compensation or to perform such obligations. Upon termination of this Agreement, Broker shall return to Licensee any equipment or property of the Stations used by Broker, its employees or agents, in substantially the same condition as such equipment existed on the date of this Agreement, ordinary wear and tear excepted.

21. Termination Options.

21.1 Broker Termination Options. Broker shall have the right to terminate this Agreement any time after one (1) year following the Effective Date hereof as set forth in Section 32 by giving 45 days written notice to Licensee. Broker may also elect to terminate this Agreement at any time during the term hereof in the event the Licensee preempts or substitutes other programming for that supplied by the Broker during fifteen percent (15%) or more of the total hours of operation of WWSC

and/or WYLR during any calendar month. In the event Broker elects to terminate this Agreement pursuant to this Section 21.1, it shall give Licensee notice of such election at least ninety (90) days prior to the effective termination date. Upon termination, all sums owing to Licensee shall be paid and neither party shall have any further liability to the other except as may be provided by Section 19 hereof.

21.2. Licensee Termination Option. Licensee shall, at any time during the term hereof, have the option of terminating this Agreement, except with respect to its obligations regarding "Agreement to Sell the Stations" as provided in Section 22, below, upon giving Broker ninety (90) days written prior notice thereof and paying the Broker the sum of One Hundred Thousand Dollars (\$100,000.00) to compensate Broker for the loss of its business opportunity, unless such termination is pursuant to Sections 20.3 or 23 hereof. Upon termination under this provision; (a) Licensee shall cooperate with Broker in good faith to enable Broker to meet its obligations with respect to air time continuing after the effective date of termination and the parties shall otherwise each be responsible for their respective liabilities in the manner described in Section 20.4, (b) all sums owing to Licensee shall be paid not later than thirty (30) days after the effective date of termination, and (c) neither party shall have any further liability to the other except as may be provided by Section 19 hereof.

22. Agreement to Sell the Stations. In the event the Commission grants renewal of the Licensee's licenses to operate stations WWSC and WYLR (i.e., BR-910129UO and BRH-910129UR) and said approvals of the Commission have become "final" (i.e., no longer subject of or subject to, agency reconsideration or court appeal), within the term hereof, Licensee and Broker shall, within ten (10) days from the date said Commission renewal grants both become "final," execute the Asset Purchase Agreement ("APA") which appears as Attachment IV hereto. Broker's rights hereunder shall not be terminated by Licensee if Licensee elects to exercise its termination rights under section 20.2. Licensee shall not attempt to assign the Commission licenses to operate WWSC and/or WYLR, or to transfer control of the Licensee, if any transaction requires Commission approval on a "long form" (FCC Form 314 or FCC Form 315) so long as Broker has the obligation or any contingent right to acquire the Stations' assets as provided herein. Licensee agrees that in the event of its breach of this Section 22, Broker's injury would not be compensable by monetary damages, the Stations being unique entities, and therefore agrees not to contest any effort by Broker to have this Agreement specifically enforced by a court of competent jurisdiction.

23. Termination Upon Order of Judicial or Governmental Authority. In the event that any court of competent jurisdiction or any federal, state or local governmental authority advises any party hereto of its intention to investigate or to issue a challenge to or a complaint concerning the activities

contemplated by this Agreement, or orders the termination of this Agreement and/or the curtailment in any manner material to the relationship between the parties hereto of the provision of programming by Broker hereunder, upon the request of Licensee, Broker shall have the option to seek administrative or judicial appeal of or relief from such order(s) in which event Licensee shall cooperate with Broker provided that Broker shall be responsible for legal fees incurred in such proceedings or Broker shall notify Licensee that it will terminate this Agreement in accordance with such order(s). If the Commission designates the renewal application of either WWSC or WYLR for a hearing as a consequence of this Agreement, Licensee shall be responsible for its expenses incurred as a consequence of the Commission proceeding; provided, however, that Broker will cooperate and comply with any reasonable request of Licensee to assemble and provide to the Commission information relating to Broker's performance under this Agreement. In the event of termination upon such governmental order(s), Broker shall pay to Licensee any fees due but unpaid as of the date of termination as may be permitted by such order(s), and Licensee shall reasonably cooperate with Broker to the extent permitted to enable Broker to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such programming that which otherwise would have been paid to Broker hereunder. Thereafter, neither party shall have any liability to the other except as may be provided herein.

24. Representations and Warranties.

24.1. Mutual Representations and Warranties. Each of Licensee and Broker represents to the other that it is legally qualified, empowered, and able to enter into this Agreement, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which it is subject or by which it is bound.

24.2. Licensee's Representations and Warranties. Licensee makes the following further representations, warranties and covenants:

24.2.1. Authorizations. Except as provided below, Licensee owns and holds all of the licenses and other permits and authorizations necessary for the operation of the Stations as presently conducted. Except as provided below, there is not now pending or, to the Licensee's best knowledge threatened, any action by any party to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses, permits or authorizations, and, to the Licensee's best knowledge, 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 authorization, and, to Licensee's best knowledge, 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 such imposition of any restriction thereon of such a nature that may limit the operation of the Stations as presently conducted, and Licensee has no reason to believe that any such license, permit or