

⁵⁰ We depart from the ALJ's analysis in this regard, and observe that although the Commission abolished its formal ascertainment requirements, it retained the "obligation on the part of each station to offer programming responsive to community issues." *Deregulation of Radio*, 87 FCC 2d 797, 804 (1981), quoted in *Wilshire District Broadcasting, supra*, 101 FCC 2d at 910.

⁵¹ The Commission has anticipated that, in occasional comparative licensing cases, there might be no meaningful differences between two (or more) competing applicants; and that in such cases a "tie-breaker" lottery would ensue. *Lottery Selection Among Certain Applicants*, 57 RR 2d 427, 430-432 (1984). Judicial review of the Commission's "tie-breaker" lottery policy was declined on ripeness grounds. *National Latino Media Coalition v. FCC*, 816 F.2d 785 (1987), because the Commission had not yet (and might never) confront an actual tie. Consequently, the "tie-breaker" lottery is theoretically available, albeit judicially unreviewed.

⁵² *Remanded on other grounds*, 93 FCC 2d 1275 (1983).

⁵³ In retrospect, and considering the criticism that has attended *New Continental's* decisional emphasis on a factor so objectively questionable, *see supra* para. 7, it is the opinion author's view that the Commission may wish to review this matter with an eye toward deemphasizing minor "integration" percentage differences and turning sooner to the qualitative differences in applicants integrating more than a majority of their ownership.

**Attachment C Memorandum, Opinion and Order,
MM Docket No. 83-911, FCC 90R-101
Religious Broadcasting Network, et al**

MEMORANDUM OPINION AND ORDER

Before the
Federal Communications Commission
Washington, D.C. 20554

Adopted: October 18, 1990; Released: October 31, 1990

By the Review Board: MARINO (Chairman),
BLUMENTHAL, and ESBENSEN.

In re Applications of

RELIGIOUS
BROADCASTING
NETWORK

MM Docket No. 83-911
File No. BPCT-830505KV

A&R
BROADCASTING
COMPANY,
A Limited Partnership

MM Docket No. 83-914
File No. BPCT-830506KM

H. Frank Dominquez
et al., d/b/a
BUENAVISION
BROADCASTERS

MM Docket No. 83-915
File No. BPCT-830506KN

Sandra S. Phillips and
the ARW
Company d/b/a
SSP BROADCASTING,
A Limited Partnership)

MM Docket No. 83-916
File No. BPCT-830506KO

GOOD NEWS
BROADCASTING
NETWORK

MM Docket No. 83-919
File No. BPCT-830506KR

SANDINO
TELECASTERS

MM Docket No. 83-921
File No. BPCT-830506KT

INLAND EMPIRE
TELEVISION

MM Docket No. 83-922
File No. BPCT-830506KU

TELEVISION 30, INC.

MM Docket No. 83-923
File No. BPCT-830506KV

SAN BERNARDINO
BROADCASTING
LIMITED
PARTNERSHIP

MM Docket No. 83-925
File No. BPCT-830506KX

ALL NATIONS
CHRISTIAN
BROADCASTING, INC.

MM Docket No. 83-928
File No. BPCT-830506LA

CHANNEL 30, INC.

MM Docket No. 83-930
File No. BPCT-830506LS

For Construction Permit
for New TV Station, Channel
San Bernardino, California

1. Before the Review Board is the *Supplemental Initial Decision*, 5 FCC Rcd 5331 (1990) (S.I.D.) of Administrative Law Judge Joseph P. Gonzalez (ALJ) and ten separate Joint Requests for Approval of Settlement Agreements filed by all remaining parties to this proceeding on September 20, 1990 (and Supplements filed September 28, 1990).

2. Rather than pursue this matter, the parties have elected not to file exceptions to the S.I.D. with the Board; instead, they propose to settle this proceeding with Sandino Telecasters (Sandino) paying each of the remaining applicants certain sums in exchange for the dismissal of each of their applications. More specifically, Sandino proposes to pay Religious Broadcasting Network, \$800,000; A&R Broadcasting Company, \$450,000; Buenavision Broadcasters, \$275,000; SSP Broadcasting, \$325,000; Good News Broadcasting Network, \$560,000; Inland Empire Television, \$500,000; Television 30, Inc., \$250,000; San Bernardino Broadcasting, \$850,000; All Nations Christian Broadcasting, Inc., \$300,000; and (via stock purchase agreement), Channel 30, Inc., \$2,650,000 (for a total consideration to all parties of \$6,960,000).

3. Sandino is fully qualified to construct and operate as proposed. Further, pursuant to Section 73.3525 of the Commission's Rules, 47 CFR §73.3525 (which implements 47 U.S.C. §311(c), as amended), the parties have each submitted their proposed settlement agreements, accompanied by the required declarations indicating that their respective applications were filed in good faith and not for the purposes of reaching or carrying out a settlement agreement. The parties indicate that the proposed settlement agreements will be in the public interest, and that this action will conserve the resources of the Commission and will expedite initiation of new television broadcast service at San Bernardino, California. In light of the foregoing, and in the absence of any basic qualifying issues extant against the prevailing applicant, we find no impediment to the amicable settlement of this proceeding. Further, the Commission's Mass Media Bureau supports this resolution of the proceeding.

4. ACCORDINGLY, IT IS ORDERED, That the ten Joint Requests for Approval of Settlement Agreements filed by the captioned parties ARE GRANTED, and the attached settlement agreements ARE APPROVED; and,

5. IT IS FURTHER ORDERED, That the applications of Religious Broadcasting Network (File No. BPCT-830505KV); A&R Broadcasting Company (File No. BPCT-830506KM); Buenavision Broadcasters (File No. BPCT-830506KN); SSP Broadcasting (File No. BPCT-830506KO); Good News Broadcasting Network (File No. BPCT-830506KR); Inland Empire Television (File No. BPCT-830506KU); Television 30, Inc. (File No. BPCT-830506KV); San Bernardino Broadcasting Limited Partnership (File No. BPCT-830506KX); All Nations Christian Broadcasting, Inc. (File No. BPCT-830506LA); and Channel 30, Inc. (File No. BPCT-830506LS), ARE DISMISSED with prejudice, and the application of Sandino

EXHIBIT 46
ATTACHMENT C
PAGE C1

Telecasters (File No. BPCT-830506KT) for a new UHF television facility at San Bernardino, California, IS GRANTED; and,

6. IT IS FURTHER ORDERED, That this proceeding IS TERMINATED.

FEDERAL COMMUNICATIONS COMMISSION

Eric T. Esbensen
Member, Review Board

D

**Attachment D February 18, 1991 Opinion Letter
to Micheal Parker from Sidley & Austin**

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60608
312: 553-7000 FAX: 312-553-7312

2049 CENTURY PARK EAST
LOS ANGELES, CALIFORNIA 90067
213: 553-8100 FAX: 213-553-8544

875 THIRD AVENUE
NEW YORK, NEW YORK 10022
212: 412-8100 FAX: 212-412-8185

1722 EYE STREET, N.W.
WASHINGTON, D.C. 20006
TELEPHONE 202: 429-4000
TELEX 89-463
FACSIMILE 202: 429-6144

18 KING WILLIAM STREET
LONDON, EC4N 7SA, ENGLAND
441: 621-1616 FAX: 441-622-7937

5 SHENTON WAY
SINGAPORE 0106
65: 224-8000 FAX: 65-224-0530

ASSOCIATED OFFICE

HABSIDATE LAW OFFICE
IMPERIAL TOWER, 7TH FLOOR
1-1, UCHISAIWAICHO 1-CROME
CHITODA-KU, TOKYO 100 JAPAN
03-504-3800 FAX: 03-504-1009

February 18, 1991

Via FAX/FEDERAL EXPRESS

Mr. Micheal L. Parker
Reading Broadcasting, Inc.
1729 N. 11th Street
Reading, Pennsylvania 19604

Dear Mike:

You have asked our opinion on the impact on your qualifications to be a principal in an FCC licensee of the conclusions on the real party-in-interest issue against San Bernardino Broadcasting Limited Partnership ("SBBLP"), an applicant in the Channel 30, San Bernardino, California, licensing proceeding before the FCC.

As you are aware, we were counsel to a competing applicant in that proceeding. Since we had (and still have) an attorney-client relationship with you, we were not directly involved in the trial of that issue. However, we have reviewed the decision and are generally familiar with the facts and issues involved.

It is our opinion that the Administrative Law Judge ("ALJ") simply concluded that SBBLP had failed to report your activities and involvements with SBBLP -- which the ALJ found to be such as to make you a real party-in-interest. However, the ALJ did not find that you had done anything improper or that anything you had done reflected adversely on you.

As I mentioned above, we have continued to represent you in other FCC proceedings, as we have for the last eight or ten years. You serve as a principal of other FCC licensees. We are aware of no question that has ever been raised as to your qualifications to hold such a position.

SIDLEY & AUSTIN

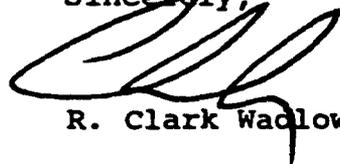
WASHINGTON, D.C.

Mr. Micheal L. Parker
February 18, 1991
Page 2

Please do not hesitate to contact me again if you need further information on this subject.

Best regards,

Sincerely,

A handwritten signature in black ink, appearing to be 'R. Clark Waclow', written over the typed name.

R. Clark Waclow

Attachment E FCC Form 315 dated July 23, 1991
Re: WHRC-TV, Norwell, Massachusetts

E

LAW OFFICES
BROWN FINN & NIETERT, CHARTERED
SUITE 660
1920 N STREET, N.W.
WASHINGTON, D.C. 20036
—
TEL (202) 887-0600
FAX (202) 457-0126

July 23, 1991

Donna R. Searcy, Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D.C. 20554

Re: **WHRC-TV**
Norwell, Massachusetts

Dear Ms. Searcy:

On behalf of our client, Nikita Maggos, there are submitted herewith an original and two copies of an FCC Form 315 application to transfer control of Massachusetts Channel 46 Corporation, licensee of Station WHRC-TV, Norwell, Massachusetts, from Mr. Maggos to Two If By Sea Broadcasting Corporation. An FCC Form 155 and a check made payable to the Commission in the amount of \$565.00 also are attached.

Please direct any inquiry concerning the transferor's or licensee's portion of the application to Robyn G. Nietert or to the undersigned at the above address. Please direct any inquiry concerning the transferee's portion of the application to:

H. Marvin Mercer, III, Esq.
Suite 1100, The Curtis Center
6th and Walnut Streets
Philadelphia, PA 19106
(215) 923-4400

Very truly yours,


Eric S. Kravetz

ESK:WHRC.FCC\ajs
Enclosure

EXHIBIT 46
ATTACHMENT E
PAGE E1

COMMISSION USE ONLY
 BTCLT-910724KG
 File No.

United States of America
 Federal Communications Commission
 Washington, D.C. 20554

Approved by OMB
 3060-0032
 Expires 6/30/89

**APPLICATION FOR CONSENT TO TRANSFER OF CONTROL OF CORPORATION HOLDING BROADCAST
 STATION CONSTRUCTION PERMIT OR LICENSE**
 (Carefully read Instructions before filling out Form — RETURN ONLY FORM TO FCC)

GENERAL INFORMATION

Section I

Part I — Transferor

1. Name of Transferor

Nikita Maggos

Street Address

City

33 Fairmont Addition

Alton

State

Zip Code

Telephone No.
 (include area code)

(618) 463-4106

IL

62002

2. Authorization held by corporation whose control is to be transferred

a. Call Letters Location

WHRC-TV Norwell, Massachusetts

b. Has the station commenced its initial program tests within the past twelve months? YES NO

If yes, was the initial construction permit granted after comparative hearing? YES NO

If yes, attach as Exhibit No. the showing required by Section 73.3597.

3. Call letters of any Remote Pickup, STL, SCA, or other stations held by corporation whose control is to be transferred: N/A

Attach as Exhibit No. I a copy of the contract or agreement for transfer of control of the licensee. If there is only an oral agreement, reduce the terms to writing and attach.

5. Attach as Exhibit No. II a full narrative statement as to the means by which transferor has control over the licensee and the manner by which control over licensee is being transferred.

6. Stock holdings of transferor in licensee:

NAME OF TRANSFEROR	INTEREST HELD		LICENSEE'S TOTAL SHARES OUTSTANDING	
	BEFORE TRANSFER Shares %	AFTER TRANSFER Shares %	BEFORE TRANSFER	AFTER TRANSFER
Nikita Maggos	51%	0%	1000	1000

EXHIBIT 46
 ATTACHMENT E
 PAGE E2

GENERAL INFORMATION

Part I

7. State in Exhibit No. III whether the transferor, or any partner, officer, director, members of the transferor's governing board, or any stockholder owning 10% or more of the transferor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or an application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection; (iii) call letters or file number of application, or docket number; (iv) location.

8. Since the filing of the transferor's last renewal application for the station affected by this transfer, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to transferor, or any partner, officer, director, member of the transferor's governing board or any stockholder owning 10% or more of transferor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony, lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination?

YES NO

If Yes, attach as Exhibit No. N/A a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

SECTION VI

Part I — TRANSFEROR

TRANSFEROR'S CERTIFICATION

The TRANSFEROR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The TRANSFEROR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.85 of the Commission's Rules, the TRANSFEROR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant change in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, Section 1001

I certify that the transferor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 19th day of July, 19 91

Nikita G. Maggos

Name of Transferor.


Signature

Individual

Title

EXHIBIT I

Item 4

Assignment Agreement

ASSIGNMENT AGREEMENT

This Agreement is made as of this 18th day of July, 1991 by and between Nikita Maggos, an individual having an address at 33 Fairmont Addition, Alton, Illinois ("Assignor") and Two If By Sea Broadcasting Corporation, a Delaware corporation having an address at Suite 1100, The Curtis Center, 6th and Walnut Streets, Philadelphia, PA 19106, c/o H. Marvin Mercer, III, Esquire ("Assignee").

W I T N E S S E T H

WHEREAS, Massachusetts Channel 46 Corporation ("MassCorp 46") is the licensee of commercial television station WHRC-TV, Norwell, Massachusetts (the "Station"), and owns all the property, assets and rights comprising the Station;

WHEREAS, pursuant to the provisions of an October 7, 1986 Agreement (the "1986 Agreement"), Alan Lidow, the current minority stockholder of MassCorp 46, agreed to purchase 49% of the MassCorp 46 stock owned by Assignor;

WHEREAS, pursuant to the provisions of a December 23, 1987 Note (the "1987 Note"), a December 23, 1987 Pledge Agreement (the "1987 Pledge Agreement"), a December 23, 1987 Agreement (the "1987 Agreement"), an October 5, 1988 Supplemental Agreement (the "1988 Supplemental Agreement"), an October 5, 1988 Pledge Agreement (the "1988 Pledge Agreement"), an October 5, 1988 Promissory Note (the "1988 Note"), an October 5, 1988 Escrow Agreement ("1988 Escrow Agreement"), a Letter Agreement dated February 22, 1990 (the "February 1990 Letter Agreement"), and a Letter Agreement dated March 12, 1990 (the "March 1990 Letter Agreement") between Assignor and Lidow, Assignor has acquired certain rights and interests in the corporate stock and other assets of MassCorp 46;

WHEREAS, Assignee desires to acquire and Assignor desires to assign to Assignee all of Assignor's rights and interests in the stock and other assets of MassCorp 46, on the terms and conditions contained in this Agreement; and

WHEREAS, Assignee is willing to assume any and all obligations and liabilities associated with Assignor's said rights and interests;

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and warrants contained herein, the parties, intending to be legally bound, hereto agree as follows:

1. Rights and Interests.

(A) Pursuant to the provisions of the 1988 Note and the 1988 Supplemental Agreement, Assignor was entitled to receive the sum of \$644,240.76 plus interest accrued at 10% per annum from October 5, 1988 to the present for Assignor's 51% share of the MassCorp 46 stock. Assignor is also entitled to receive an additional \$10,000.00 plus accrued interest at 10% per annum from December 6, 1988 to the present, pursuant to the terms of the 1988 Supplemental Agreement.

(B) As a result of Lidow's default on the 1988 Note and breach of the 1988 Supplemental Agreement and pursuant to the terms of the 1988 Pledge Agreement and 1988 Escrow Agreement, Assignor had the right to seek a transfer to Assignor of 51% of the MassCorp 46 stock pledged to Assignor and held in escrow. Assignor also had a right (which he exercised) to seek FCC authority for a transfer of control of MassCorp 46 from Lidow to Assignor. Transfer of control authorization was granted by the FCC. The transaction was consummated on January 9, 1990. Under the provisions of the 1988 Supplemental Agreement, Assignor is entitled to receive up to \$3,000.00 for documented legal fees incurred in the preparation and filing of the transfer of control application.

(C) Provisions of the 1988 Supplemental Agreement entitled Assignor to payment of an additional amount of money upon the sale or transfer of MassCorp 46 or the passage of three years. In the event of a sale or the passage of three years, Assignor was entitled to receive 7% of any sale proceeds or 7% of a market valuation above \$800,000.00. If MassCorp 46 stock is transferred, Assignor was entitled to receive a percentage of the proceeds upon distribution of the stock.

(D) Pursuant to the provisions of the February and March 1990 Letter Agreements, Lidow was empowered to attempt to sell the station to Phoenix Corp. If he was not successful in doing so, Assignor was entitled (1) to Lidow's resignation from the board of directors of MassCorp 46, (2) to Lidow using his best efforts to obtain the resignation of the other officers and directors of MassCorp 46, and (3) Lidow's full and complete cooperation with the new officers and directors of MassCorp 46 in their efforts to sell MassCorp's assets. Lidow was not successful in selling the station to Phoenix Corp. and Assignor has not yet exercised his rights under the February and March 1990 Letter Agreements.

2. Assignment of Rights and Interests.

Subject to and upon the terms and conditions contained in

this Agreement, Assignor hereby assigns, conveys, delivers and otherwise transfers to Assignee all of Assignor's rights and interests in the stock (including stock of MassCorp 46 owned by Alan Lidow if and when acquired) and other assets of MassCorp 46, as well as all of Assignor's rights and interests under any of the various agreements with MassCorp 46 and others specified herein and further including any and all rights of Assignor against Alan Lidow, his heirs, administrators, successors and assigns (all of the foregoing rights and interests herein collectively referred to as the "Maggos Stock Interest"). Assignor agrees to execute any and all documents necessary for or conducive to the aforementioned assignment and to the procurement of FCC authority for a transfer of control of MassCorp 46 to Assignee or Assignee's designee.

3. Consideration. In consideration for the assignment to Assignee of all of Assignor's rights and interests in the MassCorp 46 stock and assets, Assignee hereby agrees as follows:

(A) Assignee will assume any and all obligations and liabilities associated with Assignor's rights and interest, which have accrued in the course of business or operation of the Station by MassCorp 46. Assignee agrees to indemnify and hold Assignor harmless against any and all losses, expenses, damages injuries, judgments, claims and liabilities arising in the course of business or from operation of the Station;

(B) Subject to Paragraph 3(D), Assignee will use its best efforts to effectuate a sale of the rights and interests in the MassCorp 46 stock being assigned to Assignee hereunder and in the various agreements being assigned to Assignee hereunder this Agreement (the "Maggos Stock Interest") or of the property, assets and rights comprising the Station (the "Station Assets") upon reasonable terms and conditions;

(C) Assignee will compensate Assignor as follows: 1) Upon the sale of the Station Assets or Maggos Stock Interest: Nine Hundred Thousand Dollars, (\$900,000.00), payable directly from the escrow account to which the sales proceeds will be paid or one half of the Sale Profit, whichever is less; 2) Upon recovery of any cash proceeds from Alan Lidow, or any other person or entity, arising from a claim asserted as a result of the rights and interests assigned by Assignor and acquired by Assignee under this Agreement ("Claim Recovery"), \$900,000 or one-half of any Claim Profits, whichever is less; 3) In the event that the Station is operated pursuant to Paragraph 3(D) hereof, and in the further event that the retained earnings (as defined under generally accepted accounting principles) of Mass Corp 46 or its successor and assigns exceed \$200,000.00, Assignor and Assignee shall each be entitled to quarterly distributions of one-half of

any such retained earnings in excess of \$200,000.00 which are allocable to Assignee's rights and interest in MassCorp 46 or its successors or assigns ("Distributions") until Assignor has received Distributions in the amount of \$900,000.00; provided that: (a) all Contingency Professional Fees for services performed as of the date of the Distribution has been paid by the Station prior to the Distribution; (b) reasonable reserves (the amount of which shall be determined by Assignee in good faith) have been escrowed for the payment (when rendered) of future Contingency Professional Fees for services to be performed after the date of the Distribution and for Stock Sale Liabilities and Asset Sale Liabilities to be incurred before the sales of the Station Assets or Maggos Stock Interest; (c) Assignee in good faith determines that the Distribution will not impair the ability of Mass Corp 46, or its successors and assigns, to pay its obligations in the ordinary course of business, including the Contingency Professional Fees, the Stock Sale Liabilities and the Asset Sale Liabilities; (d) the Distribution will not violate state or federal law applicable to distributions of assets or dividends by corporations; and (e) Assignor and/or Assignee shall be individually liable to the extent of their respective Distributions, in the event that the proceeds from the sale of the Station Assets, the Maggos Stock Interest, or the Claim Recovery shall be insufficient to satisfy the Contingency Professional Fees, the Stock Sale Liabilities and the Asset Sale Liabilities.

(D) Upon Assignee's good faith determination that the following actions may enhance the proceeds from a sale of the Station Assets or of the Maggos Stock Interest, Assignee is authorized to operate the Station prior to a sale of the Maggos Stock Interest or of the Station Assets, to sell or replace Station Assets, to purchase or lease other assets to be employed in the operation of the Station, or to take any other action conducive to operating the Station or to selling the Station Assets or the Maggos Stock Interest. In the event that Assignee does in good faith elect to operate the Station prior to such sale, and as a result of such operations a net profit is earned by MassCorp 46 or its successors and assigns, then such profit shall be retained by the corporation and included as part of the Station Assets to be sold under Section 3(B) hereof. In the event that a net loss is incurred as a result of such operations, such loss shall be included as a liability of MassCorp 46 or its successors and assigns, and in the event of a sale of the Station Assets shall be assumed by the purchaser of the Station Assets, or if not so assumed, such liability shall reduce the Sale Profit;

(E) In the event of a sale of the Maggos Stock Interest, Sale Profit shall mean the proceeds of the sale of the Maggos

Stock Interest less: (1)(a) to the extent that the following are not assumed by the purchaser of the Maggos Stock Interest or have not been satisfied by the use of Station Assets prior to the sale, any and all losses, expenses, damages, injuries, judgments, claims and liabilities incurred by Assignee, or its successors and assigns, representatives, agents, employees, officers, and directors, in connection with, related to, arising out of or by reason of the assumption of Assignor's obligations and liabilities and the indemnification of Assignor under Paragraph 3(A) hereof, the operation of the Station, the sale of the Maggos Stock interest or the performance of any of Assignee's duties and the exercise of any of Assignee's rights hereunder this Agreement, (b) to the extent that Assignees or its successors and assigns, representatives, agents, employees, officers and trustees are required by the purchaser of the Maggos Stock Interest to assume or guarantee the satisfaction of the following obligations, (i) any and all losses, expenses, damages, injuries, judgments, claims and liabilities incurred by MassCorp 46, its successors and assigns, or its representatives, agents, employees, officers and directors now existing or hereafter incurred prior to the acquisition by Assignee of control of the operations of the Station in connection with, related to, arising out of or by reason of any cause, matter or thing whatsoever, and (ii) any and all losses, expenses, damages, injuries, judgments, claims and liabilities incurred by MassCorp 46, its successors and assigns, or its representatives, agents, employees, officers and directors in connection with, related to, arising out of, or by reason of the assumption of Assignor's obligations and liabilities and the indemnification of Assignor under Paragraph 3 (A) hereof, the operation of the Station, the sale of the Maggos Stock interest or the performance of any Assignee's duties and the exercise of any of Assignee's rights hereunder this Agreement (the liabilities set forth above in Paragraph 3(E)(1)(a) and 3(E)(1)(b)(i)-(ii) herein collectively referred to as the "Stock Sale Liabilities"); and (2) the Contingent Professional Fees;

(F) In the event of a sale of the Station Assets, Sale Profit shall mean the proceeds of the sale of the Station Assets less: (1) to the extent that the following are not assumed by the purchaser of the Station Assets or have not been satisfied by the use of Station Assets prior to the sale, (a) any and all losses, expenses, damages, injuries, judgments, claims and liabilities incurred by MassCorp 46, Assignee or their respective successors and assigns, representatives, agents, employees, officers and directors in connection with, related to, arising out of or by reason of the assumption of Assignor's obligations and liabilities and the indemnification of Assignor under Section 3(A) hereof, the operation of the Station, the sale of the Station Assets or the performance of any of Assignee's duties and

the exercise of any of Assignee's rights hereunder this Agreement and (b) any and all losses, expenses, damages, injuries, judgments, claims and liabilities owed by MassCorp 46 or its successors and assigns, representatives, agents, employees, officers and directors now existing or hereafter incurred prior to the acquisition by Assignee of control of the operations of the Station, in connection with, related to, arising out of or by reason of any cause, matter or thing whatsoever (the liabilities set forth above in Paragraph 3(F)(1)(a)-(b) herein collectively referred to as the "Asset Sale Liabilities"); and (2) the Contingent Professional Fees;

(G) It is specifically agreed that all professionals set forth on a list attached hereto as Exhibit A have been or will be retained by Assignee or MassCorp 46 or their respective successors and assigns. Assignor agrees that Assignee may amend the list upon Assignee's determination in good faith that the services of additional or substitute professionals are required. Each of the professionals set forth in said list have agreed to receive payment of their fees only from the proceeds from the sale of the Maggos Stock Interest, from the sale of the Station Assets, or from a Claim Recovery, or from payments made and reserves established under Paragraph 3(c)(3). In consideration for the aforesaid agreement, each professional shall be paid twice the amount of his customary hourly billing rate for professional services as may be charged from time to time (the "Contingency Professional Fees"). Each of the said professionals shall be paid (a) within a reasonable period of time following the receipt of proceeds from a sale of the Maggos Stock Interest or of the Station Assets or from a Claim Recovery, (b) shall be paid prior to a Distribution, or (c) shall be paid from Reserves established pursuant to Paragraph 3(c)(3) and Paragraph 3(L) upon presentation of invoice for fees to Assignee. In the event that the proceeds from the sale of the Maggos Stock Interest, from the sale of the Station Assets or from a Claim Recovery are insufficient to pay the Stock Sale Liabilities or the Asset Sale Liabilities and the Contingent Professional Fees in full, then the holders of the Contingent Professional Fees and the Tax Liabilities shall each be paid its respective proportionate share of the proceeds, and any proceeds remaining after the payment in full of the Contingent Professional Fees and of the Tax Liabilities shall then be paid Pro Rata to the holders of any Asset Sale Liabilities and/or Stock Sales Liabilities which do not constitute Tax Liabilities. Tax Liabilities are Asset Sale Liabilities or Stock Sale Liabilities constituting claims by governmental units for unpaid taxes of a kind set forth in 11 U.S.C. §507(a)(7);

(H) In the event that proceeds from the sale of the Station Assets or Maggos Stock Interest or Claim Recovery shall be

payable in installments over a period of time, such proceeds shall be applied upon receipt as follows: first, in payment of the Contingent Professional Fees and the Tax Liabilities; secondly, in payment of the Asset Sale Liabilities and/or Stock Sale Liabilities which do not constitute Tax Liabilities; thirdly, one-half each to Assignor and Assignee, provided that Assignor shall not receive more than \$900,000.00; and fourthly, after the receipt by Assignor of \$900,000.00, the balance of such proceeds shall be paid to Assignee.

(I) Neither Assignee, Mike Parker, nor any related entity or entity in which Mr. Parker has an ownership interest or which pays him a fee shall receive a salary, consulting fee or other compensation for services rendered hereunder this Agreement or in connection with, related to, arising out of, or by reason of the sale of the Station Assets or of the Maggos Stock Interest or the operation of the Station other than Assignee's share of the Sale Profit as defined herein, provided, however, that expenses incurred by Assignee, Mike Parker, and of the aforesaid entities or any professional set forth in Exhibit A may be reimbursed in the ordinary course of the Station's business;

(J) In the event that any of the Asset Sale Liabilities or Stock Sale Liabilities are disputed, contingent or unliquidated upon the sale of the Station Assets or the Maggos Stock Interest, then escrow accounts shall be established with respect to such liabilities in such amounts as Assignee shall in good faith determine and shall be escrowed with counsel for Assignee in an interest bearing account. Sale Profit shall then be computed as set forth in Paragraph 3(E) or 3(F) herein as though such liabilities were liquidated in the amount of such escrow accounts. Upon the payment of such liabilities, the balance of the escrow accounts shall be treated as additional proceeds of the sale of the Maggos Stock Interest or of the Station Assets in determining Sale Profit and distributed accordingly. In the event that the escrow accounts are insufficient to satisfy such liabilities, Assignor and Assignee shall return their proportionate share of any previously distributed Sale Profit in an amount sufficient to retire the liabilities.

(K) Notwithstanding any provision herein to the contrary, Assignor shall receive under this Agreement no more than Nine Hundred Thousand Dollars (\$900,000) from any source whatsoever, including but not limited to Assignor's share of Sale Profit, Claim Profit or Distributions.

(L) Claim Profits shall mean the cash proceeds of a Claim Recovery less the amount of all Contingency Professional Fees for services performed as of the date upon which any Claim Profits are distributed, and a reasonable reserve (the amount of

which shall be determined by Assignee in good faith and established prior to a disbursement of Claim Profits), for payment of future Professional Fees for services to be performed after the date of the Claim Profit Distribution and for Stock Sale Liabilities and Asset Sale Liabilities to be incurred before the sale of the Station Assets or Maggos Stock Interest.

(M) Every six months commencing with the execution of this Agreement, Assignee shall issue a report to Assignor concerning the operation of the Station, the prospects of a Claim Recovery or of a sale of the Maggos Stock Interest or the Station Assets, the efforts expended by Assignee toward obtaining a buyer of the Maggos Stock Interest or the Station Assets, and of any expenses incurred in the operation of the Station or in the procurement of a Claim Recovery or sale.

(N) Lidow Stock is herein defined as any stock currently registered in the name of Alan Lidow and in which Assignee has acquired an interest (as discussed in Paragraph 2 herein as part of the Maggos Stock Interest). Assignee in the exercise of its rights under this Agreement shall not require Alan Lidow to transfer title to the Lidow Stock to any person or entity other than Assignee (its successors and assigns), which shall hold the Lidow Stock as part of the Maggos Stock Interest acquired pursuant to this Agreement, or MassCorp 46 (its successor and assigns) which shall cancel the Lidow Stock. In the event that the Lidow Stock is sold by Assignee (its successors or assigns) as a separate block of shares, the proceeds from the sale shall constitute a Claim Recovery. If the Lidow Stock is sold in combination with the remaining rights and interests contained in the Maggos Stock Interest, the proceeds with respect to the Lidow Stock shall be treated as a portion of the proceeds from the sale of Maggos Stock Interest and shall be distributed accordingly.

4. Representations and Warranties.

(A) Assignor represents and warrants that (i) Assignor is the same person who executed the agreements with Lidow and MassCorp 46 which are set forth hereinabove; (ii) Assignor is not in breach of any of the provisions, of any of said agreements; (iii) the rights and interests specified in paragraphs 1 and 2 above have vested solely in Assignor; (iv) Assignor has no currently existing contract affecting said rights and interests, other than as set forth hereinabove; and (v) Assignor has not sold, conveyed, assigned, delivered, pledged as security, or otherwise transferred said rights and interests to anyone other than Assignee.

(B) Assignee represents and warrants that Assignee has full power and authority to execute and deliver this Agreement and to

carry out Assignee's obligations hereunder.

5. Notices. All notices, requests, consents and other communications hereunder shall be issued to the following addresses:

If to Assignor:

Nikita Maggos
c/o Robyn G. Nietert
Brown, Finn & Nietert, Chartered
1920 N Street, N.W., Suite 660
Washington, D.C. 20036

If to Assignee:

Micheal Parker
c/o Reading Broadcasting, Inc.
1729 N. 11th Street
Reading, PA 19604

and

H. Marvin Mercer, III, Esq.
Suite 1100, The Curtis Center
6th and Walnut Streets
Philadelphia, PA 19106

6. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements, representations and understandings of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, and legal representatives. Assignee may not assign any of his rights or obligations hereunder; provided that Assignee may assign its rights and/or delegate its duties hereunder to Mike Parker and/or to any entity in which Mr. Parker has a majority share of the stock or the general partner interests.

9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

10. Confidentiality. This Agreement and the information provided by Assignor to Assignee in order to effectuate this Agreement shall remain confidential to the parties hereto except to the extent its divulgence is required or is desirable in order to carry out the terms of the Agreement or comply with the legal directives of a body having jurisdiction over the parties.

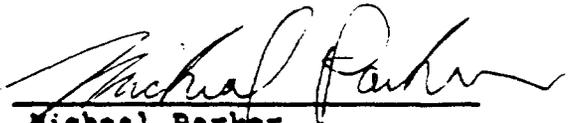
11. FCC Approval. The assignment contemplated by this Agreement is contingent upon the prior consent and approval of the Federal Communications Commission ("FCC"). The parties shall file an appropriate application requesting such consent within seven (7) days of the execution of this Agreement. The closing shall take place at a mutually agreed upon location five (5) business days after the FCC has granted such application and such grant has become final (i.e. no longer subject to consideration or review by the FCC or any court). If such FCC approval is not obtained within nine (9) months of the date of this Agreement, this Agreement shall be null and void. Prior to closing, Assignee shall not directly or indirectly control or attempt to control the licenses or its broadcast station.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

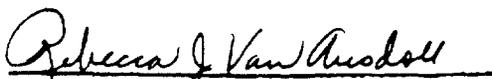
Attest:


Secretary

ASSIGNEE, Two If By Sea
Broadcasting Corporation

By: 
Michael Parker
President

ASSIGNOR, Nikita Maggos


Witness

By: 

EXHIBIT II

Item 5

Transferor holds 51% of the issued and outstanding voting common stock of Massachusetts Channel 46 Corporation ("MassCorp. 46"), licensee of Station WHRC-TV, Norwell, Massachusetts. Thus, Transferor has the controlling interest in MassCorp. 46. Transferee is purchasing from Transferor, subject to Commission approval, all of Transferor's right, title and interest in 51% of the voting common stock of MassCorp. 46, thereby transferring control of the licensee to Transferee.

EXHIBIT III

Item 7

Nikita Maggos, the Transferor, is an officer, a director and a 51% stockholder of Horizon Broadcasting Corporation, licensee of station WRYT(AM), Edwardsville, Illinois.