

OPTION TO BUY AGREEMENT

IT IS HEREBY UNDERSTOOD that QUALITY FAMILY COMPANIES of Dayton, VA., a Virginia partnership, hereinafter referred to as the "Programmer" and "Raystay Co., Carlisle, PA, a Pennsylvania Corporation, hereinafter called the "Permit Holder", have reached an Agreement, on the dates shown below, concerning Low Power Television (LPTV) Construction Permit (CP), hereto;

WHEREAS the Permit Holder has indicated it owns the CP of the LPTV station listed on Exhibit "A", and that such license was granted properly by the Federal Communications Commission (FCC), with the effective and expiration dates as shown, and desires to grant the Programmer the right to purchase the station, and

WHEREAS, the Programmer has indicated the desire to have the option to purchase said station, and

NOW, THEREFORE, it is mutually agreed to proceed under the following terms and conditions:

1. The Programmer shall have the option to acquire the station not earlier than twelve (12) months nor later than thirty four (34) months after the Programmer begins programming the station;
2. Upon notice by Programmer of its intention to exercise the option within the period specified in Paragraph 1 above, both parties shall co-operate in the prompt preparation and filing of the appropriate application forms with the FCC to seek approval to effect the assignment of the CP;
3. Both parties shall be responsible for their own expenses in connection with the application filing, except the parties shall equally divide the cost of any FCC filing fee and required publication fee;
4. The closing of the purchase is conditioned upon FCC approval of the assignment application. If

such FCC approval is not granted within nine (9) months, or denied, either party may terminate this Agreement without further obligation, if it has made a diligent and reasonable effort to effect the application. Such termination does not relieve either party of any obligations that might remain from the programming Agreement;

5. If the FCC approves the desired assignment, closing shall occur within fifteen (15) days of receipt of notice from the FCC that it has approved the desired assignment. Such closing shall take place at a mutually agreeable location;
6. Permit Holder shall deliver a bill of sale assigning all of its rights, title, and interest in and to the station, to Programmer at time of closing. Programmer shall pay any monies due Permit Holder under the purchase option as specified by this Agreement and a deliver a promissory note, financing statement, UCC form and any other document necessary to secure any remaining amount due Permit Holder under this purchase option;
7. The basic purchase price under this purchase option at the end of thirty six (36) months shall be Forty-four Thousand Four Hundred Dollars (\$44,400.00), plus Three Percent (3%) of advertising gross revenue for three (3) years;

8. Permit Holder shall credit Seventy-five percent (75%) of each Programmer's monthly payments to the basic purchase price down payment, which shall be Ten Thousand Dollars (\$10,000.00), with the Programmer paying Permit Holder the balance due on the down payment, if any, at closing in cash or immediately available funds. If the credited payment amount is more than the agreed down payment, this amount shall be credited against any remaining basic price balance;
9. Any balance due Permit Holder after deduction of the down payment and any other Programmer credits shall be paid in eighteen (18) equal principal payments starting thirty (30) days after closing and continuing until all monies due Permit Holder are paid in full. Interest shall be paid quarterly on the unpaid principal at a rate of one (1) percent above prime rate in effect at Chase Manhattan Bank at it's due date;
10. In the event Programmer exercises it's option to purchase the station prior to the thirty fourth (34th) month anniversary, Permit Holder shall be entitled to an adjusted basic sale price, per the schedule found in Paragraph 11 below;
11. For each regular monthly principal payment that is not made to the Permit Holder because of the Programmer exercising the purchase option, One-Fourth (1/4) of the monthly amount that would have

been paid per the Agreement dated May 22, 1991,
between the parties, shall be added to the basic
purchase price;


12. Upon exercise of the option, Permit Holder shall
be entitled to 20% of the stock of the Quality
Family Company affiliate owning the station.

13. Programmer will assign all its rights and
obligations under this agreement to Quality Family
Companies of Penn-Mar-Va, Inc. upon its
incorporation in the state of Delaware.

WHEREAS the parties further agree that the clauses found in
the basic program Agreement pertaining to default, notice,
binding heirs and governing law shall apply to this option
Agreement, unless replaced in writing by another Agreement that
is agreeable to, authorized by and signed by both parties;

IN WITNESS WHEREOF, the parties have acknowledged and signed this
Agreement intending to be legally bound hereby.

 5.22.91
Programmer/Partner Date

 5/22/91
Permit Holder/President Date

 5-22-91
Witness Date

 5-22-91
Witness Date

EXHIBIT "A"

Agreement CP/License Data

CHANNEL:	23
CALL LETTERS:	W23AW
FILE #:	BPTTL890309PA
GRANT DATE:	July 24, 1990
EXPIRATION DATE:	January 24, 1992
LOCATION:	Lancaster, PA

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AGREEMENT

IT IS HEREBY UNDERSTOOD that QUALITY FAMILY COMPANIES of Dayton, VA., a Virginia partnership, hereinafter referred to as the "Programmer" and RAYSTAY COMPANY, Carlisle, PA., a Pennsylvania corporation, hereinafter called the "Permit Holder", have reached an agreement, on the dates shown below, concerning a construction permit (CP), hereto:

WHEREAS the Permit Holder has indicated it owns or controls the CP, listed on Exhibit "A", and that the CP was granted properly by the Federal Communications Commission (FCC), with the effective and expiration dates as shown, and desires to program the CP, and

WHEREAS the Programmer has indicated the desire to program the station through a designated legal entity, and

NOW, THEREFORE it is mutually agreed to proceed under the following terms and conditions:

The PERMIT HOLDER shall:

1. Grant Programmer exclusive rights to air programming on the station up to twenty-four (24) hours per day, seven (7) days a week for an initial period of thirty-six (36) months. The initial period will be from the first month the Programmer commences programming;
2. Continue the Agreement indefinitely, with renegotiation after the initial 36-month period has expired, but each party shall have the right

Federal Communications Commission

Docket No. 93-75 Exhibit No. TRF 219

Presented by Commons TRF

Disposition { Identified 12-2-93
Received 12-2-93
Rejected _____

Reporter A. Williams

Date 12-2-93

to terminate the Agreement during this period,
upon giving sixty (60) days written notice to the
other party;

3. Fully co-operate in the preparation, filing and
follow-up necessary of any such FCC application or
applications as may be reasonably required to
effectuate the stations operation, including but
not limited to:
 - a. an application to seek extension of the CP,
if necessary, during effective period of this
Agreement;
 - b. an application to license the station as
constructed;
 - c. an application to modify the authorized
facilities of the station during terms of
this Agreement, if necessary;
 - d. Programmer will notify Permit Holder in
writing of other assistance that is required.
4. Have full authority over operation of the Station
during the period of this Agreement,
notwithstanding anything contrary in this
Agreement. It shall have the right to make any
other actions necessary for the compliance with
the laws of the United States and the rules,
policies, and regulations of the FCC;
5. Be responsible for compliance with all FCC Rules,
Regulations, and Policies with full access to all

equipment, program and operating logs, and such other records as may be necessary to assure such compliance;

6. Have the authority to delete any programming which Permit Holder, deems offensive, contrary to community standards, or contrary to FCC requirements. The Permit Holder shall also have authority to pre-empt any of the program schedule to require broadcast of programs which it deems to be in the national interest, or consistent with its obligations to the FCC or of interest to the population of its service area;
7. Grant Programmer an option to purchase the station during the term of the Agreement or any extension of the Agreement. Any such sale would be subject to the approval of the FCC, prior to closing;
8. Assure Programmer the availability of the authorized transmitter and antenna site for the station, with adequate space for any satellite earth station, except where either not permitted or such space is not available on building roof tops in such cases where building roof tops serve as the antenna structure; and that adequate power is available at such site or sites;
9. Permit Programmer to begin programming on or before August 31, 1991.
10. Shall file all requested FCC Reports and appropriate responses to any FCC inquiry or

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investigation;

11. Shall assure qualified technical personnel for operation and maintenance of equipment, with the fees of such personnel to be paid by Programmer;
12. Shall have the right of advance review and approval of equipment obtained by Programmer to assure compliance with all FCC and other governmental rules and regulations;

The PROGRAMMER shall:

1. Fully co-operate in the preparation and completion of any necessary documents for the continuing operation of the station;
2. Be responsible for the operational costs of the station during the term of this Agreement, including, but not limited to antenna support structure and equipment space/housing leases and/or rentals, utilities, insurance, all equipment maintenance and repairs and engineering expense as required to meet FCC requirements and maintenance;
3. Hold Permit Holder harmless from all station operating expenses and any legal actions that may be brought against Programmer and/or Permit Holder for program content, station operational policies, and/or infringement of other parties personal or property rights;

4. Operate the station: within programming standards of good tastes; in the public interest; prohibit gambling, illegal and obscene ads or program content; with balance of political presentations in compliance with FCC rules; with any other program standards or policies as required by the FCC; and make proper station identification as required by the FCC;
5. Hold Permit Holder harmless if the station is unable to broadcast due to failure of any of the technical facilities or cause beyond the control of the Permit Holder;
6. Be responsible for all liabilities, following termination of this Agreement, accrued from it's lease of programming time including, but not limited to accounts payable, trade and/or barter arrangements and any unaired advertisements or prepaid programs;
7. Grant Permit Holder the right to purchase the equipment installed by the Programmer for a Forty (40%) percent discount from its cost, if Programmer does not exercise it's station purchase option;
8. Pay Permit Holder monthly payments of Six Hundred Ten (\$610.00) Dollars for months one (1) through six (6); Seven Hundred Fifteen Dollars (\$715.00) for months seven (7) through twelve (12); Nine Hundred Five Dollars (\$905.00) for months thirteen

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(13) through twenty-four (24); One Thousand Two Hundred Twenty Dollars (\$1,220.00) for months twenty-five (25) through thirty-six (36). In addition to all monthly payments, the Permit Holder shall receive three percent (3%) of gross monthly advertising revenue;

9. Commence monthly payments within thirty (30) days after it begins programming station and such payments shall continue thereafter on the first day of each month for the length of this Agreement. Upon the execution of this Agreement, Programmer shall pay the first agreed upon basic monthly carriage fee, which shall be applied towards the last payment due the Permit Holder;
10. Discontinue monthly payments due Permit Holder, if it exercises the purchase option for the station, pro-rated to the date of closing. Permit Holder shall then be entitled to the purchase option basic price as set forth in the Option to Purchase Agreement dated May 22, 1991, between the parties, plus the additional sum of Twenty Five Percent (25%) of each payment deleted by the exercising of the purchase option;
11. It is the intent of Programmer and Permit Holder to start programming on or before August 31, 1991. In the event that the Permit Holder has provided the equipment, programming shall start no later

- than thirty (30) days after receipt of notice from Permit Holder that such equipment has been installed, tested and is operational;
12. Be responsible for the lease and/or purchase of all equipment necessary to make station operational, where there is no such equipment. This could include transmitter, tower, satellite receiver dish, ad insertion and other studio gear. Such equipment shall be installed in accordance with good engineering practices and in accordance with the FCC CP authorization;
13. Agree that in the event it defaults, no equipment shall be removed from the station that had been in normal use for sixty (60) days prior to the time of default. Permit Holder will be granted first option, in writing, to acquire any of the equipment at cost or fair market value within ten (10) days. If the Permit Holder declines the option, the Permit Holder shall have up to sixty (60) days before the Programmer will remove the equipment and Permit Holder may use such equipment, if a reasonable rental, use and maintenance agreement can be completed;
14. Have station operational no later than ninety (90) days prior to the CP expiration date, as indicated on Exhibit "A". If the Programmer does not meet the operational date deadline, the Permit Holder

- may either extend the date or declare the Agreement void, retaining any monies paid;
15. Within thirty (30) days after programming commences, provide proof of adequate broadcast liability, general liability, accident and property damage insurance to protect itself, the Permit Holder, and any associated lease holders;
 16. By the fifteenth day of each month of operation, Programmer shall furnish Permit Holder a written summary of the gross advertising revenues for the station for the prior month.
 17. Within ninety (90) days of the end of its fiscal year, Programmer shall provide to Permit Holder audited/reviewed financial statements of Quality Family Companies of Penn-Mar-Va, Inc. Quarterly, unaudited financial statements shall be provided to Permit Holder within sixty (60) days after the end of each fiscal quarter.
 18. Programmer will assign all its rights and obligations under this agreement to Quality Family Companies of Penn-Mar-Va, Inc. upon its incorporation in the state of Delaware.

DEFAULT IN PAYMENT: In the event the Programmer fails to pay any monies due hereunder, or under any other agreement with Permit Holder independent of this agreement, heretofore or hereafter made, within seven (7) days of the designated due date, default shall occur. If the default remains uncorrected seven

(7) days after receipt of notice from Permit Holder, then such default shall accelerate and mature the entire obligations of Programmer evidenced hereby, at the option of the Permit Holder, and Permit Holder may terminate this agreement. Upon such default, in addition to any other remedies at law or equity, Permit Holder, the Prothonotary or any Attorney is hereby authorized to appear for and to confess judgment for the amount of the said obligation of Programmer against Programmer and in favor of Permit Holder, with costs and past due payments, waiving all irregularities, without notice and without asking leave of Court.

Every entity, at any time liable for the payment of the obligation evidenced hereby waives presentation for payment, demand and notice of non-payment, and consents that the Permit Holder may extend the time of payment, of any part or the whole of the obligation, at any time, and such extension shall not be construed as a waiver of Permit Holder's right to enforce the terms hereof on a future occasion.

NOTICE: Any notices pertaining to provisions of this agreement shall be in writing and shall be deemed given three (3) days after mailing by UPS first class mail, postage pre-paid to current addresses of the parties. Either party shall notify the other party, in writing within seven (7) days of any change of the notice address.

If intended for the Permit Holder, is shall be addressed:

Mr. George Gardner
Raystay Co.
P. O. Box 38
Carlisle, PA 17013

75212

If intended for the Programmer, it shall be addressed:

Mr. T. Steve Fenstermacher
Quality Family Companies
P. O. Box 69
Dayton, VA 22821

EFFECTIVE AGREEMENT: This agreement shall bind and inure to the benefit of the respective parties, hereto, their legal representatives, heirs, assigns, executors, administrators and successors or Programmer and Permit Holder and this Agreement shall be absolutely binding and enforceable.

LAW: This agreement and any disputes arising here from shall be governed by the laws of the Commonwealth of Pennsylvania in force as of the date of this Agreement.

BROKERAGE COMMISSION: The Parties hereto represent that the negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the Parties and in such manner as not to give rise to any valid claims against any of the Parties hereto for any brokerage commission, finder's fee or other like payment.

THIS is the entire Agreement between the Parties hereto, and supersedes any prior written or oral Agreements between them concerning the subject matter contained herein.

IN WITNESS WHEREOF, the Parties have acknowledged and signed this Agreement intending to be legally bound hereby.

T. Steve Fenstermacher 5-22-91
Programmer/Partner Date

George J. Gardner 5/22/91
Permit Holder/President Date

Carol J. Byner 5-22-91
Witness Date

Carol J. Byner 5-22-91
Witness Date

EXHIBIT "A"

Agreement CP/License Data

CHANNEL:	31
CALL LETTERS:	W31AX
FILE #:	BPTTL890309NY
GRANT DATE:	July 24, 1990
EXPIRATION DATE:	January 24, 1992
LOCATION:	Lancaster, PA

OPTION TO BUY AGREEMENT

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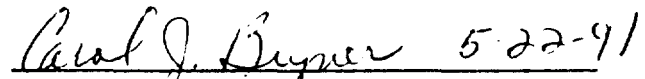
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Programmer/Partner 5-22-91
Date


Permit Holder/President 5/22/91
Date


Witness 5-22-91
Date


Witness 5-22-91
Date

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EXHIBIT "A"

Agreement CP/License Data

CHANNEL:	31
CALL LETTERS:	W31AX
FILE #:	BPTTL890309NY
GRANT DATE:	July 24, 1990
EXPIRATION DATE:	January 24, 1992
LOCATION:	Lancaster, PA

AGREEMENT

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