

PROMISSORY NOTE

\$11,650,000.00

September 30 2002

FOR VALUE RECEIVED, the undersigned, MJ-ATV PUBLISHING TRUST, a Delaware business trust (the "Borrower"), HEREBY PROMISES TO PAY to the order of BANK OF AMERICA, N.A., its successors and assigns (the "Bank"), at the Bank's office at 101 South Tryon Street, Charlotte, North Carolina 28255, or at such other place as may be designated by the Bank, without setoff, the principal amount of Eleven Million Six Hundred Fifty Thousand Dollars (\$11,650,000.00) or, if less, the aggregate principal amount of the then outstanding Third Loan (as defined in the Loan Agreement hereinafter referred to) made by the Bank to the Borrower pursuant to the Loan Agreement, together with all accrued and unpaid interest thereon, on December 20, 2005 (the "Termination Date"). Capitalized terms used herein without definition are used herein as defined in the Amended and Restated Term Loan Agreement, dated as September 30, 2002, between the Bank and the Borrower, as the same may be amended, amended and restated, modified or supplemented from time to time (the "Loan Agreement").

The Borrower shall pay interest computed daily on the principal amount hereof from time to time outstanding from the date hereof until such principal amount is paid in full, payable monthly on the last day of each calendar month during the term hereof and on the final day when such principal amount becomes due, at a rate per annum equal to the sum of Adjusted LIBOR (as defined below) plus 2% (the "Applicable Rate"); provided, however, that any overdue amount of principal, interest, fees or other amount payable hereunder or under the Loan Agreement shall bear interest, payable on demand, at a rate equal to the Applicable Rate plus 2% per annum.

Both principal and interest are payable in lawful money of the United States of America to the Bank's account maintained at its address at 101 South Tryon Street, Charlotte, North Carolina 28255, in same day funds. All payments made on account of the principal amount hereof shall be recorded by the Bank, or by any pledgee thereof, and, prior to any transfer hereof, endorsed on the grid attached hereto which is part of this Note.

This Note may be executed in any number of counterparts, all of which when taken together shall constitute one and the same original instrument.

The Borrower hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever. The non-exercise by the holder of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

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This Promissory Note (this "Note") is the Third Note referred to in, and is entitled to the benefits of, the Loan Agreement and the Security Agreement referred to therein. The Loan Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments on account of principal hereof prior to the maturity hereof upon the terms and conditions therein specified. THIS NOTE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS.

EACH OF THE BANK AND THE BORROWER HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE), WHETHER AT LAW OR EQUITY, BROUGHT BY ANY PARTY AGAINST ANY OTHER ON MATTERS ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS NOTE, THE OTHER LOAN DOCUMENTS OR ANY TRANSACTION CONTEMPLATED BY, OR ANY ACTION OR INACTION BY ANY PARTY UNDER THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS.

MI-ATV PUBLISHING TRUST

By: 

Name: John Branca

Title: Manager

By: 

Name: Barry Siegel

Title: Manager

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