

all Contracts; provided, however, that the Licensee shall not be required to pay or incur any cost or expense to obtain any third-party consent that the Licensee is not otherwise required to pay or incur in accordance with the terms of the applicable Contract or this Agreement. If the Licensee is unable to obtain any consent necessary to permit the valid assignment of a Contract, the Licensee shall act as the Programmer's agent in connection with such Contract, and the parties shall cooperate to cause the Programmer to receive the benefit of the Contract in exchange for performance by the Programmer of all of the Licensee's obligations under such Contract (including but not limited to the payment to the Licensee of all amounts due under the Contract on or after the Effective Date for services provided by the Licensee).

4.2 Prorations. All expenses and income arising under the Contracts shall be prorated between the Licensee and the Programmer as of the Effective Date in a manner such that the costs and benefits thereunder through the date before the Effective Date shall be for the account of the Licensee and, thereafter, during the Term of this Agreement, for the account of the Programmer. Such prorations shall be completed and any necessary payments on account of such prorations paid within sixty (60) days of the Effective Date.

4.3 Licensee's Accounts Receivable. Licensee (or its prior time broker, if any) will collect any accounts receivable it may possess as of Closing (as defined in the Purchase Agreement).

4.4 Payment of Station's Obligations. The Licensee shall promptly pay when due and satisfy all obligations owing to, or reach a settlement with, all third parties with respect to the operation of the Station prior to the Effective Date, to the extent required to grant the Programmer the full enjoyment of its rights hereunder.

ARTICLE V

OPERATION OF STATION

5.1 Retention of Authority. Notwithstanding any provision of this Agreement to the contrary, the Licensee shall retain full authority and power with respect to the operation of the Station during the Term and may take any and all steps necessary to faithfully and continuously do so throughout the Term. The parties agree and acknowledge that the Licensee's continued control of the Station is an essential element of the continuing validity and legality of this Agreement. Accordingly, the Licensee shall employ the general manager of the Station and such other personnel (not less than one) as the Licensee determines may be necessary to fulfill its obligations as licensee under the Communications Act of 1934, as amended (the "Communications Act"), and the Rules and Regulations, and its obligations in accordance with Section 3.2 hereof; ~~provided, however, that all such employees so employed by the Licensee shall be reasonably acceptable to the Programmer. The Licensee shall notify the Programmer prior to making any changes in management personnel.~~ The Licensee shall retain full authority and control over the policies, programming, and operations of the Station, including, without limitation, the decision whether to preempt programming in accordance with Section 2.4 hereof. The Licensee shall have full responsibility to effectuate compliance with the Communications Act and the Rules and Regulations, regulations, and policies. The Licensee shall be responsible for maintaining the Station's public inspection file, and the Programmer shall reasonably cooperate with Licensee to provide information, records, and data reasonably requested by Licensee for such purpose.